

**The Guardian** Life Insurance Company of America

A Mutual Company - Incorporated 1860 by the State of New York  
10 Hudson Yards, New York, New York 10001

**GROUP INSURANCE POLICY**

**Term Life Coverage**

**POLICYHOLDER:** GUMGUM, INC.

<b>GROUP POLICY NUMBER</b>	<b>DELIVERED IN</b>	<b>POLICY DATE</b>
G-00026548	California	January 1, 2022

**POLICY ANNIVERSARIES:** January 1st of each year, beginning in 2023

**GUARDIAN AGREES** to pay benefits in accordance with and subject to the terms of this Policy. This promise is based on the Policyholder's application and payment of the required premiums.

This Policy is delivered in the jurisdiction shown above and is governed by its laws.

This Policy takes effect on the Policy Date shown above.

IN WITNESS OF WHICH, GUARDIAN has caused this Policy to be executed as of November 10, 2022 which is its date of issue.

**The Guardian** Life Insurance Company of America



Michael Prestileo, Senior Vice President

Non-Participating - No Dividends Payable

Please read this Policy carefully.

P030.0369



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## **GENERAL PROVISIONS**

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### ***All Options***

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### **Incontestability**

This Policy will be incontestable after two years from its Policy Date, except for non-payment of premiums.

This Policy may replace the group policy of another insurer. In that case, We may rescind this Policy based on misrepresentations made in Your or a Covered Person's signed application for up to two years from the Policy Date.

After a person's insurance has been in force under this Policy for two years during his or her lifetime, no statement in any application made by him or her will be used:

- to contest the validity of his or her insurance; or
- to deny a claim for a loss incurred by him or her.

P030.1882

### ***All Options***

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### **Associated Companies**

An associated company is a business entity affiliated with You through common ownership of stock or assets.

If You ask Us in writing to include such a company under this Policy, We will treat Employees of that company like Your Employees. We must give Our written approval. Our approval will show the starting date of the company's coverage under this Policy. Each eligible Employee of that company must still meet all of the terms and conditions of this Policy before he or she will be insured.

You must notify Us in writing when a company ceases to be an associated company. On the date a company ceases to be such a company, this Policy will end for all of that company's Employees, except those covered by You or another associated company as Employees on such date.

P030.0375

### ***All Options***

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### **Premiums**

Premiums are payable by You as follows:

- The first premium is due on the Policy Date; and
- Later premiums are, during the time this Policy remains in force, due on the 1st of each month.

Premiums due under this Policy must be paid by You:

- At a Guardian office; or
- To a representative that We have authorized.

The premiums must be paid as shown above, unless by agreement between You and Us, the interval of payment is changed. In that event, adjustment will be made for payment annually, semi-annually, or quarterly.

The premium due under this Policy on each due date will be the sum of the premium charges for the insurance provided under this Policy. The premium charges are based on the rates set forth in the Schedule Of Premium Rates.

We may change such rates:

- On the first day of any policy month;
- On any date the extent or terms of coverage for You are changed by amendment of this Policy;
- On any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or
- On any date that a change in federal or state laws, insurance programs or retirement benefits would impact our liability.

We must give You 31 days written notice of the rate change. Such change will apply to any premium due on and after the effective date of the change stated in such notice.

P030.0376

### ***All Options***

#### **Adjustment Of Premiums Payable Other Than Monthly Or Quarterly**

A premium rate may be changed after an annual or semi-annual premium became payable with respect to insurance on and after the date of such change. In that case, the premium will be adjusted by a pro rata change for the rest of the period for which the premium became payable. If the adjustment results in a decrease, the amount of the decrease will be paid to You by Us. If the adjustment results in an increase, the amount of the increase will be considered a premium due on the date of the rate change. This Policy's grace period will apply to any such premium due.

P030.0379

### ***All Options***

#### **Grace In Payment Of Premiums - Termination Of Policy**

A grace period of 31 days, without interest charge, will be allowed for each premium payment except the first. If any premium with respect to the Employees is not paid before the end of the grace period, this Policy ends with respect to all Employees at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

This Policy ends on any date when a coverage under this Policy ends and, as a result, no benefits remain in effect under this Policy.

P030.2124

**All Options**

**Term Of Policy - Renewal Privilege**

This Policy is issued for a term of one year from the Policy Date shown on the face page. All policy years and policy months will be calculated from the Policy Date. All periods of insurance will begin and end at 12:01 A.M. Standard Time at Your place of business.

If this Policy provides insurance on a non-contributory basis, all of the Employees eligible for such insurance must be enrolled.

You may renew this Policy for a further term of one year on the first and each subsequent Policy Anniversary. All renewals are subject to the payment of premiums then due, computed as shown in Premiums.

P030.0383

**All Options**

We have the right to decline to renew this Policy, or any coverage under it, on any Policy Anniversary or premium due date, if, on that date the number of Employees is below Our minimum group size requirements.

P030.1824

With respect to dependent insurance, We may decline to renew such insurance on any Policy Anniversary or premium due date, if less than 25% of those Employees eligible for dependent insurance are insured.

P030.0397

You may cancel this Policy at any time by giving Us 31 days advance written notice. This notice must be sent to Our Home Office. You will owe Us all unpaid premiums for the period this Policy is in force. We may cancel this Policy by giving You 31 days advance written notice.

P030.0398

**All Options**

**Reinstatement**

If any renewal premium be not paid within the time granted the insured for payment, a subsequent acceptance of premium by Us, without requiring in connection therewith an application for reinstatement, shall reinstate this Policy; provided, however, that if We require an application for reinstatement and issue a conditional receipt for the premium tendered, this Policy will be reinstated upon approval of such application by Us, or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless We have previously notified You in writing of its disapproval of such application. The reinstated Policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than 10 days after such date. In all other respects You and We shall have the same rights thereunder as they had under this Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

## The Contract

The entire contract between You and Us consists of:

- This Policy;
- The Schedule of Premium Rates;
- The Certificate(s) which describe(s) the insurance for which Covered Persons are insured;
- Any attached riders, schedule of benefits or amendments; and
- Your application.

In the event of a conflict, the Policy shall reign.

We can amend this Policy at any time, without the consent of the insured Employees or any other person having a beneficial interest in it:

- Upon written request made by You and agreed to by Us; or
- On any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements.

If We amend this Policy, except upon request made by You, We must give You written notice of such change.

Any amendments to this Policy will be without prejudice to any claim arising prior to the date of the change.

No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for Us to:

- Determine whether any contract, policy or certificate is to be issued;
- Waive or alter any provisions of any contract or policy, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

P030.1884

### **All Options**

## Clerical Error - Misstatements of Age

Neither clerical error by You or Us in keeping any records on the insurance under this Policy, nor delays in making entries, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. On discovery of such error or delay, an equitable adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to You will be limited to the period of 90 days before the date of Our receipt of evidence that such adjustments should be made.

The age of an Employee, or any other relevant facts, may be found to have been misstated. If premiums are affected due to this, an equitable adjustment of premiums will be made. If such misstatement involves whether or not an insurance risk would have been accepted by Us, or the amount of insurance, the true facts will be used to determine whether insurance is in force under the terms of this Policy, and in what amount.

P030.1885

**All Options**

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**Statements**

No statement will void the insurance under this Policy, or be used in defense of a claim unless:

- in Your case, it is contained in the application signed by You;
- In the case of a Covered Person, it is contained in a written instrument signed by him or her.

All statements will be deemed representations and not warranties.

P030.0401

**All Options**

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**Assignment**

An Employee's right to assign any interest under this Policy is governed as shown in the Certificate that describes the insurance for which he or she is insured.

Assignment or transfer of Your interest under this Policy will not bind Us without Our written consent.

P030.0402

**All Options**

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**Certificate**

We will issue to You, for delivery to each insured Employee, a certificate of insurance. It will state the essential features of the insurance to which the Employee is entitled and to whom the benefits are payable. In the event this Policy is amended, and such amendment affects the material contained in the certificate, a rider or revised certificate reflecting such amendment will be issued to You for delivery to affected Employees .

P030.0403

**All Options**

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**New Entrants**

Eligible new Employees may be added to the group originally insured in accordance with the terms of this Policy. Eligible new dependents may be added to the group of dependents originally insured in accordance with the terms of this Policy.

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**Notice**

From time to time We may provide You with notices that are needed due to state or federal requirements. You must deliver copies of these notices to each of Your Employees.

P030.1886

**All Options**



## **Claims Of Creditors**

Except when prohibited by the laws of the jurisdiction in which this Policy was issued, the insurance and other benefits under this Policy will be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of the Covered Persons or their beneficiaries.

P030.0405

***All Options***

## **Records - Information To Be Furnished**

You must keep a record of the insured Employees containing, for each Employee, the essential details of the insurance which apply to him or her. You must periodically forward to Us, on Our forms, such information concerning the Employees in the classes eligible for insurance under this Policy as may reasonably be considered to have a bearing:

- On the administration of the insurance under this Policy; and
- On the determination of the premium rates.

For benefits which are based on an Employee's salary, changes in his or her salary must promptly be reported to Us. Your payroll and other such records which have a bearing on the insurance must be furnished to Us at Our request at any reasonable time.

P030.0406

***All Options***

## **Physical Examination And Autopsy**

We have the right to have a doctor of Our choice examine the person for whom a claim is being made under this Policy as often as We feel necessary. We have the right to have an autopsy performed in the case of death, where allowed by law. We will pay for all such examinations and autopsies.

P030.1887

***All Options***

## **Conformity With Law**

If the provisions of this Policy do not conform to the requirements of any state or federal law or regulation that applies, any such provision is changed to conform with the requirements of that law or regulation.

P030.0408

## **All Options**

### **When An Employee's Active Work Ends**

You may continue an Employee's Life Insurance after his or her active service with You ends only as follows:

- If an Employee's active service ends because he or she is disabled, You may continue his or her insurance subject to all of the terms of this Policy.
- If an Employee's active service ends because he or she goes on a leave of absence, vacation, military leave, sabbatical or is temporarily laid off, You may continue his or her insurance for the rest of the policy month in which the leave or layoff starts, plus 1 more full policy month(s). But, if the Employee joins any armed force before this period ends, You may continue his or her insurance until the date he or she becomes a member of such armed force.

If You continue an Employee's coverage as set forth above, it must be on a policy which prevents individual selection.

Any such continuation is subject to the payment of premiums and to all of the other terms and conditions of this Policy.

The amount of an Employee's insurance during any such continuation will be the insurance amount in force on his or her last day of active service, subject to any reductions that would have otherwise applied if he or she had remained an active Employee.

P030.0410

## **All Options**

### **An Employee's Right to Continue Life Insurance Coverage During A Family Leave of Absence**

**Important Notice:** This section may not apply to Your Policy. The Employee must contact You to find out if You must allow for a family leave of absence under federal law. If You must allow for such leave, this section applies.

**If Coverage Would End:** An Employee's Life Insurance coverage would normally end because he or she ceases work due to an approved leave of absence. But, an Employee may continue coverage if the leave has been granted to: (1) allow an Employee to care for a seriously injured or ill spouse, child or parent; (2) after the birth or adoption of a child; (3) due to an Employee's own serious health condition; or (4) because of a serious Injury or illness arising out of the fact that an Employee's spouse, child, parent or next of kin who is a covered service member is on active duty, or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation. To continue an Employee's coverage, he or she will be required to pay the same share of the premium as paid before the leave of absence.

**When Continuation Ends:** Continued coverage will end on the earliest of the following:

- The date an Employee returns to Active Work.
- In the case of a leave granted to an Employee to care for a covered service member, the end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to an Employee under this section for all reasons. If an Employee takes an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks.
- In any other case, the end of a total leave period of 12 weeks in any 12 month period.
- The date on which the Employer Plan is terminated or an Employee is no longer eligible for coverage under this Policy.

- The end of the period for which premium has been paid.

**Definitions:** As used in this section, the terms listed below have the meanings shown below:

- **Active Duty:** This term means duty under a call or order to active duty in the Armed Forces of the United States.
- **Contingency Operation:** This term means a military operation that: (1) is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force; or (2) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law or during a national emergency declared by the President or Congress.
- **Covered Service member:** This term means a member of the Armed Forces, including a member of the National Guard or Reserves, who for a serious Injury or illness is: (1) undergoing medical treatment, recuperation or therapy; (2) otherwise in outpatient status; or (3) otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means an Employee's nearest blood relative.
- **Outpatient Status:** This term means, in the case of a covered service member, that he or she is assigned to: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- **Serious Injury Or Illness:** This term means, in the case of a covered service member, an Injury or illness incurred by him or her in line of duty on active duty in the Armed Forces that may render him or her medically unfit to perform the duties of his or her: (1) office; (2) grade; (3) rank; or (4) rating.

P030.0428

## **All Options**

## **Definitions**

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The terms shown below have the meanings shown below.

**Active Work or Actively at Work or Actively Working:** These terms means the Employee is able to perform, and is performing, all of the regular duties of his or her work for the Employer at:

- One of the Employer's usual places of business;
- Some place where the Employer's business requires the Employee to travel; or
- Any other place the Employee and the Employer have agreed on for Your work.

**Covered Person:** This term means an Employee or dependent insured by this Policy.

**Employee:** This term means a person: (1) who works for You or an associated company at Your or such company's place of business; and (2) whose income is reported for tax purposes using a W-2 or 1099 form. This term may also include a Qualified Retiree.

**Employer:** This term means the entity that purchased the Policy.

**Guardian, Our, Us and We:** These terms mean The Guardian Life Insurance Company of America.

**Life Insurance:** This term means insurance on human lives.

**Policy:** This term means the Guardian group life insurance Policy purchased by You.

**You and Your:** As used in this Policy, these terms mean the Policyholder who purchased this group Policy. As used in the Certificate(s) attached to this Policy, these terms mean an insured Employee.

P030.0432

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## **COMPUTATION OF GROUP LIFE INSURANCE PREMIUMS**

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### **How Group Life Insurance Rates Are Computed**

We will use the mortality rates and factors in Our rate manual, subject to Our rating methods, to compute the premium charges for group Life Insurance. We can change rates as stated in Premiums.

When this Policy starts, We will compute a preliminary monthly rate. We do this by: (1) multiplying the individual rates by the amounts of insurance in force at the respective ages, nearest birthday, of all Employees; and (2) dividing the result by the total amount of insurance in force. We will use the characteristics of Your group and Our rating methods to modify such preliminary rate and compute Your final premium rate.

We may also compute Your final premium rate by any other method agreed to by You and Us which produces approximately the same total premium.

**Voluntary Term Life Insurance:** In the case of Voluntary Term Life Insurance, We will use the Employee's rated age to compute premium rates if he or she is placed in a substandard class.

**Monthly Premiums:** If You pay monthly premiums, each monthly payment will be equal to the product of the total amount of Life Insurance in force on the premium's due date and the monthly rate in effect for each Employee.

**Annual, Semi-Annual, Or Quarterly Premiums:** If You pay annual, semi-annual, or quarterly premiums, We will compute the applicable rate by multiplying the monthly premiums by: (1) 11.823 for annual premiums; (2) 5.956 for semi-annual premiums; or (3) 2.985 for quarterly premiums.

**Employee Contributions:** Employee contributions that You require for the cost of this insurance may not vary solely by sex.

**When Rates Can Be Changed:** We or You may require rate changes: (1) on each Policy Anniversary after the effective date of this Policy; or (2) on any date on which the rate manual is changed.

P030.0437

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## SCHEDULE OF OPTION PACKAGES

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This Policy's classes are shown below. The benefit option packages which are available to Covered Persons who are members of each class are shown below.

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### Class Description

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**Class 0001** EXECUTIVES AND OFFICERS IN CALIFORNIA

**Class 0002** ALL OTHERS IN CALIFORNIA

**Class 0003** NEW YORK EMPLOYEES

**Class 0004** ALL OTHER EMPLOYEES

**Class 0005** ALL OTHER EXECUTIVES AND OFFICERS

P020.0087

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### Benefit Option Packages

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Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Person satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee: (1) elects it in a form; and (2) agrees to make any required payments. The benefits are described in the applicable Certificate(s) attached to and made a part of this Policy.

P030.1888

Members of Class 0001 may choose from benefits in option package(s) A.

P020.0090

Members of Class 0002 may choose from benefits in option package(s) B.

P020.0090

Members of Class 0003 may choose from benefits in option package(s) C.

P020.0090

Members of Class 0004 may choose from benefits in option package(s) C.

P020.0090

Members of Class 0005 may choose from benefits in option package(s) D.

P020.0090

- Option A**
- Employee Basic Term Life
  - Employee Voluntary Term Life
  - Dependent Voluntary Term Life

P030.0533

- Option B**
- Employee Basic Term Life
  - Employee Voluntary Term Life
  - Dependent Voluntary Term Life

P030.0533

- Option C**
- Employee Basic Term Life
  - Employee Voluntary Term Life
  - Dependent Voluntary Term Life

P030.0533

- Option D**
- Employee Basic Term Life
  - Employee Voluntary Term Life
  - Dependent Voluntary Term Life

P030.0533

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## ATTACHED CERTIFICATES

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The Certificate(s) shown below are added to and made part of this policy.

Class 0001 Option(s) A	P024.0662
Class 0002 Option(s) B	P024.0663
Class 0003 Option(s) C	P024.0663
Class 0004 Option(s) C	P024.0663
Class 0005 Option(s) D	P024.0663

The Certificate(s) describe the Life Insurance benefits for which each class of Employees is eligible.

Each Employee's eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by rider or amendments to this Policy.

P020.0932



**The Guardian Life Insurance Company of America**  
**Schedule of Premium Rates**  
**Life Insurance**

The monthly premium rates, in U.S. dollars, for the benefits provided under the Policy are listed below. Guardian has the right to change any premium rate(s) set forth below at the times and in the manner set forth in the Premiums section of the Policy.

P030.0446

**All Options** **Premium Rates**  
**Employee Basic Term Life Insurance**

P030.0447

**All Options** All Classes

The following set of rates represents the rate per \$1,000.00 of coverage.

**Rate per Employee**  
\$ 0.030

P024.0722

**All Options** **Employee Voluntary Term Life Insurance**

P024.0730

**All Options** All Classes

The following set of rates represents the rate per \$1,000.00 of coverage.

"Age" means the employee's attained age in years as of this plan's anniversary date.

<b>Age</b>		<b>Rate per Employee</b>
<b>From</b>	<b>Through</b>	
15	29	\$ 0.033
30	34	\$ 0.040
35	39	\$ 0.068
40	44	\$ 0.133
45	49	\$ 0.221
50	54	\$ 0.348
55	59	\$ 0.573
60	64	\$ 0.976
65	69	\$ 1.588
70	74	\$ 3.154
75	79	\$ 3.154
80	84	\$ 3.154
85	89	\$ 3.154
90	94	\$ 3.154
95	99	\$ 3.154

P024.0733

**All Options**

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**Dependent Spouse Voluntary Term Life Insurance**

P024.0750

**All Options** All Classes

The following set of rates represents the rate per \$1,000.00 of coverage.

"Age" means the employee's attained age in years as of this plan's anniversary date.

Age		Rate per Insured Spouse
From	Through	
15	29	\$ 0.033
30	34	\$ 0.040
35	39	\$ 0.068
40	44	\$ 0.133
45	49	\$ 0.221
50	54	\$ 0.348
55	59	\$ 0.573
60	64	\$ 0.976
65	69	\$ 1.588
70	74	\$ 3.154
75	79	\$ 3.154
80	84	\$ 3.154
85	89	\$ 3.154
90	94	\$ 3.154
95	99	\$ 3.154

P024.0753

**All Options**

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**Dependent Child Voluntary Term Life Insurance**

P024.0771

**All Options** All Classes

The following set of rates represents the rate per \$1,000.00 of coverage.

**Rate per Insured Child Unit**

\$ 0.171

P024.0772

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends this Policy by replacing the Grace In Payment Of Premiums - Termination Of Policy provision as shown below and is effective on its issue date.

**Grace In Payment Of Premiums - Termination Of Policy**

A grace period of 60 days, without interest charge, will be allowed for each premium payment except the first. If any premium with respect to the Employees of any Employer is not paid before the end of the grace period, this Policy ends with respect to all Employees of such Employer at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

This Policy ends immediately on any date insurance coverage under this Policy ends, and as a result, no benefits remain under this Policy.

This rider is part of this Policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Policy.



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P055.0176

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA**

(herein called Guardian)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends the Policy as follows and is effective on its issue date:

- The "Non-Participating - No Dividends Payable" notice on the Policy face page is replaced with "Dividends Apportioned Annually, if Payable".
- The Dividends provision is added or replaced in its entirety within the General Provisions as shown below.

**Dividends**

The portion, if any, of the divisible surplus of Guardian allocable to this Policy at each Policy Anniversary will be determined annually by the Board of Directors of Guardian and will be credited to this Policy as a dividend on such anniversary, provided this Policy is continued in force by the payment of all premiums to such anniversary.

Any dividend under this Policy will be paid to the Policyholder in cash, or at the option of the Policyholder it may be applied to the reduction of the premiums then due.

In the event that the Employees are contributing toward the cost of the coverage under any group policy issued to the Policyholder and the aggregate dividends under this Policy and any other group policy or policies issued to the Policyholder are in excess of the Policyholder's share of the aggregate cost, such excess will be applied by the Policyholder for the sole benefit of the Employees.

Finally, please note that it is not expected that any dividends will be payable under this Policy.

This Rider is part of this Policy. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of this Policy.

Dated at New York, NY This 10th Day of November, 2022



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P070.0043

**The Guardian** Life Insurance Company of America

A Mutual Company - Incorporated 1860 by the State of New York  
10 Hudson Yards, New York, New York 10001

**GROUP INSURANCE POLICY**

**Accidental Death and Dismemberment Coverage**

**POLICYHOLDER:** GUMGUM, INC.

<b>GROUP POLICY NUMBER</b>	<b>DELIVERED IN</b>	<b>POLICY DATE</b>
G-00026548	California	January 1, 2022

**POLICY ANNIVERSARIES:** January 1st of each year, beginning in 2023

**GUARDIAN AGREES** to pay benefits in accordance with and subject to the terms of this Policy. This promise is based on the Policyholder's application and payment of the required premiums.

This Policy is delivered in the jurisdiction shown above and is governed by its laws.

This Policy takes effect on the Policy Date shown above.

IN WITNESS OF WHICH, GUARDIAN has caused this Policy to be executed as of November 10, 2022 which is its date of issue.

**The Guardian** Life Insurance Company of America



Michael Prestileo, Senior Vice President

Non-Participating - No Dividends Payable

Please read this Policy carefully.

P030.0881



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## **GENERAL PROVISIONS**

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### ***All Options***

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### **Incontestability**

Any statement made by the Policyholder, in the absence of fraud, will be deemed a representation and not a warranty. No statements will be used to avoid insurance, reduce benefits or defend a claim unless they are included in a written application or enrollment form that has been made a part of the Policy, and are material to the risk accepted or the hazard assumed by Us. We shall not contest this coverage after it has been in force during the Covered Persons lifetime for three years from the Policy Date.

P030.1905

### ***All Options***

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### **Associated Companies**

An associated company is a business entity affiliated with You through common ownership of stock or assets. If You ask Us in writing to include such a company under this Policy, We will treat Employees of that company like Your Employees. We must give Our written approval. Our approval will show the starting date of the company's coverage under this Policy. Each eligible Employee of that company must still meet all of the terms and conditions of this Policy before he or she will be insured.

You must notify Us in writing when a company ceases to be an associated company. On the date a company ceases to be such a company, this Policy will end for all of that company's Employees, except those covered by You or another associated company as Employees on such date.

P030.0886

### ***All Options***

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### **Premiums**

Premiums are payable by You as follows:

- The first premium is due on the Policy Date; and
- Later premiums are, during the time this Policy remains in force, due on the 1st of each month.

Premiums due under this Policy must be paid by You:

- At a Guardian office; or
- To a representative that We have authorized.

The premiums must be paid as shown above, unless by agreement between You and Us, the interval of payment is changed. In that event, adjustment will be made for payment annually, semi-annually, or quarterly.

The premium due under this Policy on each due date will be the sum of the premium charges for the insurance provided under this Policy. The premium charges are based on the rates set forth in the Schedule Of Premium Rates.

We may change such rates:

- On the first day of any Policy month;
- On any date the extent or terms of coverage for You are changed by amendment of this Policy;



- On any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or
- On any date that a change in federal or state laws, insurance programs or retirement benefits would impact our liability.

We must give You 31 days written notice of the rate change. Such change will apply to any premium due on and after the effective date of the change stated in such notice.

P030.0887

Premiums for Employee coverage must be paid solely from funds contributed by the Employer. No contributions toward the premium may be required of any Employee.

P030.0889

***All Options***

**Adjustment Of Premiums Payable  
Other Than Monthly Or Quarterly**

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A premium rate may be changed after an annual or semi-annual premium became payable with respect to insurance on and after the date of such change. In that case, the premium will be adjusted by a pro rata change for the rest of the period for which the premium became payable. If the adjustment results in a decrease, the amount of the decrease will be paid to You by Us. If the adjustment results in an increase, the amount of the increase will be considered a premium due on the date of the rate change. This Policy's grace period will apply to any such premium due.

P030.0890

***All Options***

**Grace In Payment Of Premiums - Termination Of Policy**

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A grace period of 31 days, without interest charge, will be allowed for each premium payment except the first. If any premium with respect to the Employees is not paid before the end of the grace period, this Policy ends with respect to all Employees at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

This Policy ends on any date when a coverage under this Policy ends and, as a result, no benefits remain in effect under this Policy.

P030.2130

**All Options**

**Term Of Policy - Renewal Privilege**

This Policy is issued for a term of one year from the Policy Date shown on the face page. All policy years and policy months will be calculated from the Policy Date. All periods of insurance will begin and end at 12:01 A.M. Standard Time at Your place of business.

If this Policy provides insurance on a non-contributory basis, all of the Employees eligible for such insurance must be enrolled.

You may renew this Policy for a further term of one year on the first and each subsequent Policy Anniversary. All renewals are subject to the payment of premiums then due, computed as shown in Premiums.

P030.0894

**All Options**

We have the right to decline to renew this Policy, or any coverage under it, on any Policy Anniversary or premium due date, if, on that date the number of Employees is below Our minimum group size requirements.

P030.1825

With respect to dependent insurance, We may decline to renew such insurance on any Policy Anniversary or premium due date, if less than 25% of those Employees eligible for dependent insurance are insured.

P030.0908

You may cancel this Policy at any time by giving Us 31 days advance written notice. This notice must be sent to Our Home Office. You will owe Us all unpaid premiums for the period this Policy is in force. We may cancel this Policy by giving You 31 days advance written notice.

P030.0909

**All Options**

**Reinstatement**

If any renewal premium be not paid within the time granted the insured for payment, a subsequent acceptance of premium by Us, without requiring in connection therewith an application for reinstatement, shall reinstate this Policy; provided, however, that if We require an application for reinstatement and issue a conditional receipt for the premium tendered, this Policy will be reinstated upon approval of such application by Us, or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless We have previously notified You in writing of its disapproval of such application. The reinstated Policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than 10 days after such date. In all other respects You and We shall have the same rights thereunder as they had under this Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

P030.1907

## **All Options**

### **The Contract**

The entire contract between You and Us consists of:

- This Policy;
- The Schedule of Premium Rates;
- The Certificate(s) which describe(s) the insurance for which Covered Persons are insured;
- Any attached riders, schedule of benefits or amendments; and
- Your application.

In the event of a conflict, the Policy shall reign.

We can amend this Policy at any time, without the consent of the insured Employees or any other person having a beneficial interest in it:

- Upon written request made by You and agreed to by Us; or
- On any date Our obligation under this Policy with respect to You is changed due to the requirements of state or federal law or regulation.

If We amend this Policy, except upon request made by You, We must give You written notice of such change.

Any amendments to this Policy will be without prejudice to any claim arising prior to the date of the change.

No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for Us to:

- Determine whether any contract, policy or certificate is to be issued;
- Waive or alter any provisions of any contract or policy, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

P030.1908

## **All Options**

### **Clerical Error - Misstatements Of Age**

Neither clerical error by You or Us in keeping any records on the insurance under this Policy, nor delays in making entries, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. On discovery of such error or delay, an equitable adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to You will be limited to the period of 90 days before the date of Our receipt of satisfactory evidence that such adjustments should be made.

The age of an Employee, or any other relevant facts, may be found to have been misstated. If premiums are affected due to this, an equitable adjustment of premiums will be made. If such misstatement involves whether or not an insurance risk would have been accepted by Us, or the amount of insurance, the true facts will be used to determine whether insurance is in force under the terms of this Policy, and in what amount.

P030.0911

**All Options**

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**Certificate**

We will issue a Certificate to You for delivery to each insured Employee. It will state the essential features of the insurance to which the Employee is entitled and to whom the benefits are payable. In the event this Policy is amended, and such amendment affects the material contained in the Certificate, a rider or revised Certificate reflecting such amendment will be issued to You for delivery to affected Employees.

P030.0914

**All Options**

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**Notice**

From time to time We may provide You with notices that are needed due to state or federal requirements. You must deliver copies of these notices to each of Your Employees.

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**New Entrants**

Eligible new Employees may be added to the group originally insured in accordance with the terms of this Policy. Eligible new dependents may be added to the group of dependents originally insured in accordance with the terms of this Policy.

P030.1909

**All Options**

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**Claims Of Creditors**

Except when prohibited by the laws of the jurisdiction in which this Policy was issued, the insurance and other benefits under this Policy will be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of the Covered Persons or their beneficiaries.

P030.0916

**All Options**

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**Records - Information To Be Furnished**

You must keep a record of the insured Employees containing, for each Employee, the essential details of the insurance which apply to him or her. You must periodically forward to Us, on Our forms, such information concerning the Employees in the classes eligible for insurance under this Policy as may reasonably be considered to have a bearing on:

- The administration of the insurance under this Policy; and
- The determination of the premium rates.

For benefits which are based on an Employee's salary, changes in his or her salary must promptly be reported to Us. Your payroll and other such records which have a bearing on the insurance must be furnished to Us at Our request at any reasonable time.

P030.0917

**All Options**

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**Physical Examination And Autopsy**

We have the right to have a doctor of Our choice examine the person for whom a claim is being made under this Policy as often as We feel necessary. We have the right to have an autopsy performed in the case of death, where allowed by law. We will pay for all such examinations and autopsies.

P030.1910

**All Options**

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**Conformity With Law**

If the provisions of this Policy do not conform to the requirements of any state or federal law or regulation that applies, any such provision is changed to conform with the requirements of that law or regulation.

P030.0919

**All Options**

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**When An Employee's Active Work Ends**

You may continue an Employee's Accidental Death and Dismemberment Insurance after his or her active service with You ends only as follows:

- If an Employee's active service ends because he or she is disabled, You may continue his or her insurance subject to all of the terms of this Policy.
- If an Employee's active service ends because he or she goes on a leave of absence, vacation, military leave, sabbatical or is temporarily laid off, You may continue his or her insurance for the rest of the policy month in which the leave or layoff starts, plus 1 more full policy month(s). But, if the Employee joins any armed force before this period ends, You may continue his or her insurance until the date he or she becomes a member of such armed force.

If You continue an Employee's coverage as set forth above, it must be on a policy which prevents individual selection.

Any such continuation is subject to the payment of premiums and to all of the other terms and conditions of this Policy.

The amount of an Employee's insurance during any such continuation will be the insurance amount in force on his or her last day of active service, subject to any reductions that would have otherwise applied if he or she had remained an active Employee.

P030.0921

**All Options**

**Definitions**

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The terms shown below have the meanings shown below.

**Active Work or Actively at Work or Actively Working:** These terms means the Employee is able to perform, and is performing, all of the regular duties of his or her work for the Employer at:

- One of the Employer's usual places of business;
- Some place where the Employer's business requires the Employee to travel; or
- Any other place the Employee and the Employer have agreed on for Your work.

**Covered Person:** This term means an Employee or dependent insured by this Policy.

**Employee:** This term means a person: (1) who works for You or an associated company at Your or such company's place of business; and (2) whose income is reported for tax purposes using a W-2 or 1099 form. This term may also include a Qualified Retiree.

**Employer:** This term means the entity that purchased the Policy.

**Guardian, Our, Us and We:** These terms mean The Guardian Life Insurance Company of America.

**Policy:** This term means the Guardian group life insurance Policy purchased by You.

**You and Your:** As used in this Policy, these terms mean the Policyholder who purchased this group Policy. As used in the Certificate(s) attached to this Policy, these terms mean an insured Employee.

P030.0926

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## SCHEDULE OF OPTION PACKAGES

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This Policy's classes are shown below. The benefit option packages which are available to Covered Persons who are members of each class are shown below.

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### Class Description

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- Class 0001** EXECUTIVES AND OFFICERS IN CALIFORNIA  
**Class 0002** ALL OTHERS IN CALIFORNIA  
**Class 0003** NEW YORK EMPLOYEES  
**Class 0004** ALL OTHER EMPLOYEES  
**Class 0005** ALL OTHER EXECUTIVES AND OFFICERS

P020.0087

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### Benefit Option Packages

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Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Person satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee: (1) elects it in a form; and (2) agrees to make any required payments. The benefits are described in the applicable Certificate(s) attached to and made a part of this Policy.

P030.1911

Members of Class 0001 may choose from benefits in option package(s) A.

P030.0934

Members of Class 0002 may choose from benefits in option package(s) B.

P030.0934

Members of Class 0003 may choose from benefits in option package(s) C.

P030.0934

Members of Class 0004 may choose from benefits in option package(s) C.

P030.0934

Members of Class 0005 may choose from benefits in option package(s) D.

P030.0934

- Option A**
- Employee Accidental Death and Dismemberment
  - Employee Voluntary Accidental Death and Dismemberment
  - Dependent Voluntary Accidental Death and Dismemberment

P030.0940

- Option B**
- Employee Accidental Death and Dismemberment
  - Employee Voluntary Accidental Death and Dismemberment
  - Dependent Voluntary Accidental Death and Dismemberment

P030.0940

- Option C**
- Employee Accidental Death and Dismemberment
  - Employee Voluntary Accidental Death and Dismemberment
  - Dependent Voluntary Accidental Death and Dismemberment

P030.0940

- Option D**
- Employee Accidental Death and Dismemberment
  - Employee Voluntary Accidental Death and Dismemberment
  - Dependent Voluntary Accidental Death and Dismemberment

P030.0940



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## ATTACHED CERTIFICATES

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The Certificate(s) shown below are added to and made part of this policy.

Class 0001 Option(s) A	P030.0946
Class 0002 Option(s) B	P030.0947
Class 0003 Option(s) C	P030.0947
Class 0004 Option(s) C	P030.0947
Class 0005 Option(s) D	P030.0947

The Certificate(s) describe the Accidental Death and Dismemberment Insurance benefits for which each class of Employees is eligible.

Each Employee's eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by rider amendments to this Policy.

P030.0948

**The Guardian Life Insurance Company of America**  
**Schedule of Premium Rates**  
**Accidental Death and Dismemberment Insurance**

The monthly premium rates, in U.S. dollars, for the benefits provided under the Policy are listed below. Guardian has the right to change any premium rate(s) set forth below at the times and in the manner set forth in the Premiums section of the Policy.

P030.0950

**All Options** **Premium Rates**  
***Employee Basic Accidental Death and Dismemberment Insurance***

P030.0951

**All Options** All Classes

The following set of rates represents the rate per \$1,000.00 of coverage.

**Rate per Employee**

\$ 0.020

P030.0952

**All Options** **Premium Rates**  
***Employee Voluntary Accidental Death and Dismemberment Insurance***

P030.0958

**All Options** All Classes

The following set of rates represents the rate per \$1,000.00 of coverage.

**Rate per Employee**

\$ 0.030

P030.0965

**All Options** **Premium Rates**  
***Dependent Spouse Voluntary Accidental Death and Dismemberment Insurance***

P030.0971

**All Options** All Classes

The following set of rates represents the rate per \$1,000.00 of coverage.

**Rate per Insured Spouse**

\$ 0.030

P030.0975

**All Options**

**Premium Rates**

***Dependent Child Voluntary Accidental Death and Dismemberment Insurance***

P030.1059

**All Options** All Classes

The following set of rates represents the rate per \$1,000.00 of coverage.

**Rate per Insured Child Unit**

\$ 0.030

P030.0973

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends this Policy by replacing the Incontestability provision with the Time Limit on Certain Defenses provision as shown below and is effective on its issue date.

**Time Limit On Certain Defenses**

After this Policy has been in force for a period of two years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any Employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person with respect to whom any such statement was made.

In the event a Covered Employee's insurance is rescinded due to a fraudulent statement made in his or her application, We will refund premiums paid for the periods such insurance is void. The premium paid by the Covered Employee will be sent to his or her last known address on file with You or Us. If You pay all or part of the cost of a Covered Employee's insurance Your part of the premium will be paid to You.

This rider is part of this Policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Policy.

Dated at \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_ , \_\_\_\_\_

GUMGUM, INC.

Full or Corporate Name of Policyholder

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends this Policy by replacing the Grace In Payment Of Premiums - Termination Of Policy provision as shown below and is effective on its issue date.

**Grace In Payment Of Premiums - Termination Of Policy**

A grace period of 60 days, without interest charge, will be allowed for each premium payment except the first. If any premium with respect to the Employees of any Employer is not paid before the end of the grace period, this Policy ends with respect to all Employees of such Employer at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

This Policy ends immediately on any date insurance coverage under this Policy ends, and as a result, no benefits remain under this Policy.

This rider is part of this Policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Policy.



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P055.0176

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA**

(herein called Guardian)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends the Policy as follows and is effective on its issue date:

- The "Non-Participating - No Dividends Payable" notice on the Policy face page is replaced with "Dividends Apportioned Annually, if Payable".
- The Dividends provision is added or replaced in its entirety within the General Provisions as shown below.

**Dividends**

The portion, if any, of the divisible surplus of Guardian allocable to this Policy at each Policy Anniversary will be determined annually by the Board of Directors of Guardian and will be credited to this Policy as a dividend on such anniversary, provided this Policy is continued in force by the payment of all premiums to such anniversary.

Any dividend under this Policy will be paid to the Policyholder in cash, or at the option of the Policyholder it may be applied to the reduction of the premiums then due.

In the event that the Employees are contributing toward the cost of the coverage under any group policy issued to the Policyholder and the aggregate dividends under this Policy and any other group policy or policies issued to the Policyholder are in excess of the Policyholder's share of the aggregate cost, such excess will be applied by the Policyholder for the sole benefit of the Employees.

Finally, please note that it is not expected that any dividends will be payable under this Policy.

This Rider is part of this Policy. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of this Policy.

Dated at New York, NY This 10th Day of November, 2022



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P070.0043

**The Guardian Life Insurance Company of America**

A Mutual Company - Incorporated 1860 by the State of New York  
10 Hudson Yards, New York, New York 10001

**GROUP INSURANCE POLICY**  
**Short Term Disability Income Coverage**

**POLICYHOLDER:** GUMGUM, INC.

<b>GROUP POLICY NUMBER</b>	<b>DELIVERED IN</b>	<b>POLICY DATE</b>
G-00026548	California	January 1, 2022

**POLICY ANNIVERSARIES:** January 1st of each year, beginning in 2023

**GUARDIAN AGREES** to pay benefits in accordance with, and subject to, the terms of this Policy. This promise is based on the Policyholder's application and payment of the required premiums.

This Policy is delivered in the jurisdiction shown above and is governed by its laws.

This Policy takes effect on the Policy Date shown above.

IN WITNESS OF WHICH, GUARDIAN has caused this Policy to be executed as of November 10, 2022 which is its date of issue.

**The Guardian** Life Insurance Company of America



Michael Prestileo, Senior Vice President

Non-Participating No Dividends Payable

Please read this Policy carefully.

P030.0072





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**All Options**

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**GENERAL PROVISIONS**

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**Entire Contract; Changes**

This Policy, the application of the Policyholder and the individual applications, if any, of the individuals insured shall constitute the entire contract between the parties, and any statements made by the Policyholder, or by the individuals insured shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall be used in defense to a claim under the policy, unless it is contained in a written application.

No change in this policy shall be valid unless approved by an executive officer of Guardian and evidenced by endorsement hereon, or by amendment hereto signed by the Policyholder and by an executive officer of Guardian. No agent has authority to change this policy or waive any of its provisions.

**Time Limit On Certain Defenses**

After this Policy has been in force for a period of three years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any Employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of three years during the lifetime of the person with respect to whom any such statement was made.

No claim for loss incurred or disability commencing after three years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

In the event a Covered Employee's insurance is rescinded due to a fraudulent statement made in his or her application, We will refund premiums paid for the periods such insurance is void. The premium paid by the Covered Employee will be sent to his or her last known address on file with You or Us. If You pay all or part of the cost of a Covered Employee's insurance Your part of the premium will be paid to You.

**Grace Period**

A grace period of 31 days will be granted for the payment of premiums accruing after the first premium, during which grace period the Policy shall continue in force, but the Policyholder shall be liable to Us for the payment of the premium accruing for the period the Policy continues in force. If any premium with respect to the Employees of any Participating Employer is not paid before the end of the grace period, this Policy ends with respect to all Employees of such Participating Employer at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

This Policy ends on any date when a coverage under this Policy ends and, as a result, no benefits remain in effect under this Policy.

**Notice Of Claim**

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible.

---

## **Claims Forms**

Upon receipt of a written notice of claim, We will furnish to the claimant the forms for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

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## **Proof of Loss**

Written proof of loss must be furnished to Us within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one year from the time proof is otherwise required.

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## **Time of Payment Of Claim**

Subject to due written proof of loss, all indemnities for loss for which this Policy provides payment will be paid to the Covered Person as they accrue and any balance remaining unpaid at termination of the period of liability will be paid to the Covered Person immediately upon receipt of due written proof.

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## **Legal Actions**

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

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## **Conformity With State Statutes**

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which this policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

P030.1890

### ***All Options***

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## **Associated Companies**

An associated company is a business entity affiliated with You through common ownership of stock or assets. If You ask Us in writing to include such a company under this Policy, We will treat Employees of that company like Your Employees. We must give Our written approval. Our approval will show the starting date of the company's coverage under this Policy. Each Eligible Employee of that company must still meet all of the terms and conditions of this Policy before he or she will be insured.

You must notify Us in writing when a company ceases to be an associated company. On the date a company ceases to be such a company, this Policy will end for all of that company's Employees, except those covered by You or another associated company as Employees on such date.

P030.0074

### ***All Options***

## **Premiums**

Premiums are payable by You as follows:

- The first premium is due on the Policy Date; and
- Later premiums are, during the time this Policy remains in force, due on the 1st of each month.

Premiums due under this Policy must be paid by You:

- At a Guardian office; or
- To a representative that We have authorized.

The premiums must be paid as shown above, unless by agreement between You and Us, the interval of payment is changed. In that event, adjustment will be made for payment annually, semi-annually, or quarterly.

The premium due under this Policy on each due date will be the sum of the premium charges for the insurance provided under this Policy. The premium charges are based on the rates set forth in the Schedule Of Premium Rates.

We may change such rates:

- On the first day of any Policy month;
- On any date the extent or terms of coverage for You are changed by amendment of this Policy; or
- On any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or
- On any date that a change in federal or state laws, insurance programs or retirement benefits would impact Our Liability.

We must give You 31 days written notice of the rate change. Such change will apply to any premium due on and after the effective date of the change stated in such notice.

Premiums for Employee coverage must be paid solely from funds contributed by the Employer. No contributions toward the premium may be required of any Employee.

P030.0076

### **All Options**

### **Adjustment Of Premiums Payable Other Than Monthly Or Quarterly**

A premium rate may be changed after an annual or semi-annual premium became payable with respect to insurance on and after the date of such change. In that case, the premium will be adjusted by a pro rata change for the rest of the period for which the premium became payable. If the adjustment results in a decrease, the amount of the decrease will be paid to You by Us. If the adjustment results in an increase, the amount of the increase will be considered a premium due on the date of the rate change. This Policy's grace period will apply to any such premium due.

P030.0077

### **All Options**

### **Term of Policy - Renewal Privilege**

This Policy is issued for a term of one year from the Policy Date shown on the face page. All policy years and policy months will be calculated from the Policy Date. All periods of insurance will begin and end at 12:01 A.M. Standard Time at Your place of business.

If this Policy provides coverage on a non-contributory basis, all of the Employees eligible for such insurance must be enrolled.

You may renew this Policy for a further term of one year on the first and each subsequent Policy Anniversary. All renewals are subject to the payment of premiums then due, computed as shown in Premiums section of this Policy.

We have the right to decline to renew this Policy on any Policy Anniversary or premium due date, if, on that date:

- Less than 10 Employees are insured; or
- All of those Employees eligible are not insured.

We have the right to decline to renew this Policy on any Policy Anniversary or premium due date, if, on that date the number of Employees is below Our minimum group size requirements.

You may cancel this Policy at any time by giving Us 31 days advance written notice. This notice must be sent to Our Home Office. You will owe Us all unpaid premiums for the period this Policy is in force. We may cancel this Policy by giving You 31 days advance written notice.

P030.2961

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## **Amendments**

We can amend this Policy at any time, without the consent of the insured Employees or any other person having a beneficial interest in it:

- Upon written request made by You and agreed to by Us;
- On any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or
- On any date on which Our contractual relationship with any vendor supplying services or supplies with respect to this Policy changes.

We must give You 31 days advance written notice of any amendments We make to this Policy.

Any amendments to this Policy will be without prejudice to any claim arising prior to the date of the change.

No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for Us to:

- Determine whether any contract, policy or certificate is to be issued;
- Waive or alter any provisions of any contract or policy, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

P030.1891

## ***All Options***

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## **Clerical Error**

Neither clerical error by You or Us in keeping any records on the insurance under this Policy, nor delays in making entries, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. On discovery of such error or delay, an equitable adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to You will be limited to the period of 90 days before the date of Our receipt of satisfactory evidence that such adjustments should be made.

P030.1892

**All Options**

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**Certificate**

We will issue a Certificate to You for delivery to each insured Employee. It will state the essential features of the insurance to which the employee is entitled and to whom the benefits are payable. In the event this Policy is amended, and such amendment affects the material contained in the certificate, a rider or revised certificate reflecting such amendment will be issued to You for delivery to affected Employees.

P030.0084

**All Options**

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**Notice**

From time to time We may provide You with notices that are needed due to state or federal requirements. You must deliver copies of these notices to each of Your Employees.

P030.0085

**All Options**

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**Claims Of Creditors**

Except when prohibited by the laws of the jurisdiction in which this Policy was issued, the insurance and other benefits under this Policy will be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of the Covered Employees or their beneficiaries.

P030.0086

**All Options**

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**Records - Information To Be Furnished**

You must keep a record of the insured Employees containing, for each Employee, the essential details of the insurance which apply to him or her. You must periodically forward to Us, on Our forms, such information concerning the Employees in the classes eligible for insurance under this Policy as may reasonably be considered to have a bearing on:

- The administration of the insurance under this Policy; and
- The determination of the premium rates.

For benefits which are based on an Employee's salary, changes in his or her salary must promptly be reported to Us. Your payroll and other such records which have a bearing on the insurance must be furnished to Us at our request at any reasonable time.

P030.0087

**All Options**

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**When Active Service Ends**

You may not continue an Employee's short term disability income insurance after his or her active service with You ends.

P030.0092

## All Options

### ***Right To Continue Short Term Disability Income Coverage During A Family Leave Of Absence***

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**Important Notice:** This section may not apply to Your Policy. The Employee must contact You to find out if You must allow for a family leave of absence under federal law. If You must allow for such leave, this section applies.

**If Your Coverage Would End:** An Employee's Short Term Disability would normally end because an Employee ceases work due to an approved leave of absence. But, an Employee may continue coverage if the leave has been granted:

- To allow an Employee to care for a seriously injured or ill spouse, child or parent;
- After the birth or adoption of a child;
- Due to an Employee's own serious health condition; or
- Because of a Serious Injury Or Illness arising out of the fact that an Employee's spouse, child, parent or Next Of Kin who is a Covered Service Member is on Active Duty, or has been notified of an impending call or order to Active Duty, in the Armed Forces in support of a Contingency Operation.

To continue an Employee's coverage, an Employee will be required to pay the same share of the premium as paid before the leave of absence.

**When Continuation Ends:** Continued coverage will end on the earliest of the following:

- The date an Employee returns to Active Work;
- In the case of a leave granted to an Employee to care for a Covered Service Member, the end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to an Employee under this section for all reasons. If an Employee takes an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks;
- In any other case, the end of a total leave period of 12 weeks in any 12 month period;
- The date on which the Plan is terminated or an Employee is no longer eligible for coverage under this Policy; or
- The end of the period for which premium has been paid.

**Definitions:** As used in this section, the terms listed below have the meanings shown below:

- **Active Duty:** This term means duty under a call or order to Active Duty in the Armed Forces of the United States.
- **Contingency Operation:** This term means a military operation that:
  - Is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force; or
  - Results in the call or order to, or retention on, Active Duty of members of the uniformed services under any provision of law or during a national emergency declared by the President or Congress.
- **Covered Service Member:** This term means a member of the Armed Forces, including a member of the National Guard or Reserves, who for a Serious Injury Or Illness is:
  - Undergoing medical treatment, recuperation or therapy;
  - Otherwise in Outpatient Status; or
  - Otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means an Employee's nearest blood relative.

- **Outpatient Status:** This term means, in the case of a Covered Service Member, that he or she is assigned to:
  - A military medical treatment facility as an Outpatient; or
  - A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- **Serious Injury Or Illness:** This term means, in the case of a Covered Service Member, an Injury or Illness incurred by him or her in line of duty on Active Duty in the Armed Forces that may render him or her medically unfit to perform the duties of his or her:
  - Office;
  - Grade;
  - Rank; or
  - Rating.

P030.0094



**All Options**

**Definitions**

The terms shown below have the meanings shown below.

**Active Work:** These terms mean the Employee is able to perform, and is performing, all of the regular duties of his or her work for the Employer at:

- One of the Employer's usual places of business;
- Some place where the Employer's business requires the Employee to travel; or
- Any other place the Employee and the Employer have agreed on for the Employees work.

**Covered Employee:** This term means an Employee insured by this Policy.

**Employee:** This term means a person who works for You at Your place of business and whose incomes is reported to the United States Internal Revenue Services, and/or a state for tax purposes. Partners and proprietors will also be treated as Employees if the eligibility requirements are met.

**Employer:** This term means the entity that purchased the plan.

**Guardian, Our, Us and We:** These terms mean The Guardian Life Insurance Company of America.

**Policy:** This term means the Guardian group Short Term Disability Income insurance Policy purchased by You.

**You and Your:** As used in this Policy, these terms mean the Policyholder who purchased this group Policy. As used in the Certificate(s) attached to this Policy, these terms mean an insured Employee.

P030.0095

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## **SCHEDULE OF OPTION PACKAGES**

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This Policy's classes are shown below. The benefit option packages which are available to Covered Employees who are members of each class are also shown below.

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### **Class Description**

**Class 0001** EXECUTIVES AND OFFICERS IN CALIFORNIA

**Class 0002** ALL OTHERS IN CALIFORNIA

**Class 0003** NEW YORK EMPLOYEES

**Class 0004** ALL OTHER EMPLOYEES

**Class 0005** ALL OTHER EXECUTIVES AND OFFICERS

P030.0097

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### **Benefit Option Packages**

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Employee satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee:

- Elects it in a form acceptable by Us; and
- Agrees to make any required payments.

The benefits are described in the applicable Certificate(s) attached to and made part of this Policy.

Members of Class 0001 may choose from benefit option packages A.

- Short Term Disability

P030.0099

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### **Benefit Option Packages**

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Employee satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee:

- Elects it in a form acceptable by Us; and
- Agrees to make any required payments.

The benefits are described in the applicable Certificate(s) attached to and made part of this Policy.

Members of Class 0002 may choose from benefit option packages B.

- Short Term Disability

P030.0099

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### **Benefit Option Packages**

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Employee satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee:

- Elects it in a form acceptable by Us; and
- Agrees to make any required payments.

The benefits are described in the applicable Certificate(s) attached to and made part of this Policy.

Members of Class 0003 may choose from benefit option packages C.

- Short Term Disability

P030.0099

---

### **Benefit Option Packages**

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Employee satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee:

- Elects it in a form acceptable by Us; and
- Agrees to make any required payments.

The benefits are described in the applicable Certificate(s) attached to and made part of this Policy.

Members of Class 0004 may choose from benefit option packages C.

- Short Term Disability

P030.0099

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### **Benefit Option Packages**

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Employee satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee:

- Elects it in a form acceptable by Us; and
- Agrees to make any required payments.

The benefits are described in the applicable Certificate(s) attached to and made part of this Policy.

Members of Class 0005 may choose from benefit option packages D.

- Short Term Disability

P030.0099

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## **ATTACHED CERTIFICATES**

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The Certificate(s) shown below are added to and made part of this Policy.

Class 0001 Option(s) A

The Certificate(s) describe the Short Term Disability Income Coverage benefits for which each class of Employees is eligible.

Each Employees eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by amendments to this Policy.

P030.0100

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## **ATTACHED CERTIFICATES**

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The Certificate(s) shown below are added to and made part of this Policy.

Class 0002 Option(s) B

The Certificate(s) describe the Short Term Disability Income Coverage benefits for which each class of Employees is eligible.

Each Employees eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by amendments to this Policy.

P030.0100

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## **ATTACHED CERTIFICATES**

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The Certificate(s) shown below are added to and made part of this Policy.

Class 0003 Option(s) C

The Certificate(s) describe the Short Term Disability Income Coverage benefits for which each class of Employees is eligible.

Each Employees eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by amendments to this Policy.

P030.0100

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## **ATTACHED CERTIFICATES**

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The Certificate(s) shown below are added to and made part of this Policy.

Class 0004 Option(s) C

The Certificate(s) describe the Short Term Disability Income Coverage benefits for which each class of Employees is eligible.

Each Employees eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by amendments to this Policy.

P030.0100

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## **ATTACHED CERTIFICATES**

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The Certificate(s) shown below are added to and made part of this Policy.

Class 0005 Option(s) D

The Certificate(s) describe the Short Term Disability Income Coverage benefits for which each class of Employees is eligible.

Each Employees eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by amendments to this Policy.

P030.0100



**All Options**

**The Guardian Life Insurance Company of America**

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**Schedule Of Premium Rates**

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**Short Term Disability Income Insurance**

Effective: January 1, 2022, this Schedule of Premium Rates replaces any previously issued Schedule of Premium Rates for Short Term Disability.

The monthly premium rates, in U.S. dollars, for the benefits provided under the Policy are listed below. Guardian has the right to change any premium rate(s) set forth below at the times and in the manner set forth in the Premiums section of the Policy.

P030.0102

**All Options** All Classes

The following set of rates represents the rate per \$10.00 of weekly benefit.

**Rate per Employee**

\$ 0.190

P030.0103

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends this Policy by adding the Reinstatement of Policy provision as shown below and is effective on its issue date.

**Reinstatement Of Policy**

If any renewal premium with respect to the Employee's of any Participating Employer is not paid within the time granted for payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided, however, that if We or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval of such application by Us or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless We previously notified You in writing of Our disapproval of such application.

The reinstated Policy shall cover claims for Covered Services that occur after the reinstatement date. You shall have the same rights thereunder as You had under the Policy immediately before the due date of the defaulted premium, subject to any provisions in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

This rider is part of this Policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Policy.

Dated at \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_ , \_\_\_\_\_

GUMGUM, INC.

Full or Corporate Name of Policyholder

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P531.0650

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends this Policy by replacing the Time Limit On Certain Defenses provision as shown below and is effective on its issue date.

**Time Limit On Certain Defenses**

After this Policy has been in force for a period of two years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any Employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person with respect to whom any such statement was made.

In the event a Covered Employee's insurance is rescinded due to a fraudulent statement made in his or her application, We will refund premiums paid for the periods such insurance is void. The premium paid by the Covered Employee will be sent to his or her last known address on file with You or Us. If You pay all or part of the cost of a Covered Employee's insurance Your part of the premium will be paid to You.

This rider is part of this Policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Policy.

Dated at \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

GUMGUM, INC.

Full or Corporate Name of Policyholder

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P030.2470

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends this Policy by replacing the Grace In Payment Of Premiums - Termination Of Policy provision as shown below and is effective on its issue date.

**Grace In Payment Of Premiums - Termination Of Policy**

A grace period of 60 days, without interest charge, will be allowed for each premium payment except the first. If any premium with respect to the Employees of any Employer is not paid before the end of the grace period, this Policy ends with respect to all Employees of such Employer at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

This Policy ends immediately on any date insurance coverage under this Policy ends, and as a result, no benefits remain under this Policy.

This rider is part of this Policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Policy.



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P055.0176

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA**

(herein called Guardian)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends the Policy as follows and is effective on its issue date:

- The "Non-Participating - No Dividends Payable" notice on the Policy face page is replaced with "Dividends Apportioned Annually, if Payable".
- The Dividends provision is added or replaced in its entirety within the General Provisions as shown below.

**Dividends**

The portion, if any, of the divisible surplus of Guardian allocable to this Policy at each Policy Anniversary will be determined annually by the Board of Directors of Guardian and will be credited to this Policy as a dividend on such anniversary, provided this Policy is continued in force by the payment of all premiums to such anniversary.

Any dividend under this Policy will be paid to the Policyholder in cash, or at the option of the Policyholder it may be applied to the reduction of the premiums then due.

In the event that the Employees are contributing toward the cost of the coverage under any group policy issued to the Policyholder and the aggregate dividends under this Policy and any other group policy or policies issued to the Policyholder are in excess of the Policyholder's share of the aggregate cost, such excess will be applied by the Policyholder for the sole benefit of the Employees.

Finally, please note that it is not expected that any dividends will be payable under this Policy.

This Rider is part of this Policy. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of this Policy.

Dated at New York, NY This 10th Day of November, 2022



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P070.0043



**The Guardian Life Insurance Company of America**

A Mutual Company - Incorporated 1860 by the State of New York  
10 Hudson Yards, New York, New York 10001

**GROUP INSURANCE POLICY**  
**Long Term Disability Income Coverage**

**POLICYHOLDER:** GUMGUM, INC.

<b>GROUP POLICY NUMBER</b>	<b>DELIVERED IN</b>	<b>POLICY DATE</b>
G-00026548	California	January 1, 2022

**POLICY ANNIVERSARIES:** January 1st of each year, beginning in 2023

**GUARDIAN AGREES** to pay benefits in accordance with, and subject to, the terms of this Policy. This promise is based on the Policyholder's application and payment of the required premiums.

This Policy is delivered in the jurisdiction shown above and is governed by its laws.

This Policy takes effect on the Policy Date shown above.

IN WITNESS OF WHICH, GUARDIAN has caused this Policy to be executed as of November 10, 2022 which is its date of issue.

**The Guardian** Life Insurance Company of America



Michael Prestileo, Senior Vice President

Non-Participating - No Dividends Payable

Please read this Policy carefully.

P030.0128





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**All Options**

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**GENERAL PROVISIONS**

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**Entire Contract; Changes**

This Policy, the application of the Policyholder and the individual applications, if any, of the individuals insured shall constitute the entire contract between the parties, and any statements made by the Policyholder, or by the individuals insured shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall be used in defense to a claim under the policy, unless it is contained in a written application.

No change in this policy shall be valid unless approved by an executive officer of Guardian and evidenced by endorsement hereon, or by amendment hereto signed by the Policyholder and by an executive officer of Guardian. No agent has authority to change this policy or waive any of its provisions.

**Time Limit On Certain Defenses**

After this Policy has been in force for a period of three years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any Employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of three years during the lifetime of the person with respect to whom any such statement was made.

No claim for loss incurred or disability commencing after three years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

In the event a Covered Employee's insurance is rescinded due to a fraudulent statement made in his or her application, We will refund premiums paid for the periods such insurance is void. The premium paid by the Covered Employee will be sent to his or her last known address on file with You or Us. If You pay all or part of the cost of a Covered Employee's insurance Your part of the premium will be paid to You.

**Grace Period**

A grace period of 31 days will be granted for the payment of premiums accruing after the first premium, during which grace period the Policy shall continue in force, but the Policyholder shall be liable to Us for the payment of the premium accruing for the period the Policy continues in force. If any premium with respect to the Employees of any Participating Employer is not paid before the end of the grace period, this Policy ends with respect to all Employees of such Participating Employer at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

This Policy ends on any date when a coverage under this Policy ends and, as a result, no benefits remain in effect under this Policy.

**Notice Of Claim**

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible.

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## **Claims Forms**

Upon receipt of a written notice of claim, We will furnish to the claimant the forms for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

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## **Proof of Loss**

Written proof of loss must be furnished to Us within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one year from the time proof is otherwise required.

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## **Time of Payment Of Claim**

Subject to due written proof of loss, all indemnities for loss for which this Policy provides payment will be paid to the Covered Person as they accrue and any balance remaining unpaid at termination of the period of liability will be paid to the Covered Person immediately upon receipt of due written proof.

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## **Legal Actions**

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

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## **Conformity With State Statutes**

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which this policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

P030.1898

### ***All Options***

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## **Associated Companies**

An associated company is a business entity affiliated with You through common ownership of stock or assets. If You ask Us in writing to include such a company under this Policy, We will treat Employees of that company like Your Employees. We must give Our written approval. Our approval will show the starting date of the company's coverage under this Policy. Each Eligible Employee of that company must still meet all of the terms and conditions of this Policy before he or she will be insured.

You must notify Us in writing when a company ceases to be an associated company. On the date a company ceases to be such a company, this Policy will end for all of that company's Employees, except those covered by You or another associated company as Employees on such date.

P030.0130

### ***All Options***

## **Premiums**

Premiums are payable by You as follows:

- The first premium is due on the Policy Date; and
- Later premiums are, during the time this Policy remains in force, due on the 1st of each month.

Premiums due under this Policy must be paid by You:

- At a Guardian office; or
- To a representative that We have authorized.

The premiums must be paid as shown above, unless by agreement between You and Us, the interval of payment is changed. In that event, adjustment will be made for payment annually, semi-annually, or quarterly.

The premium due under this Policy on each due date will be the sum of the premium charges for the insurance provided under this Policy. The premium charges are based on the rates set forth in the Schedule Of Premium Rates.

We may change such rates:

- On the first day of any Policy month;
- On any date the extent or terms of coverage for You are changed by amendment of this Policy; or
- On any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or
- On any date that a change in federal or state laws, insurance programs or retirement benefits would impact Our Liability.

We must give You 31 days written notice of the rate change. Such change will apply to any premium due on and after the effective date of the change stated in such notice.

Premiums for Employee coverage must be paid solely from funds contributed by the Employer. No contributions toward the premium may be required of any Employee.

P030.0132

### **All Options**

### **Adjustment Of Premiums Payable Other Than Monthly Or Quarterly**

A premium rate may be changed after an annual or semi-annual premium became payable with respect to insurance on and after the date of such change. In that case, the premium will be adjusted by a pro rata change for the rest of the period for which the premium became payable. If the adjustment results in a decrease, the amount of the decrease will be paid to You by Us. If the adjustment results in an increase, the amount of the increase will be considered a premium due on the date of the rate change. This Policy's grace period will apply to any such premium due.

P030.0133

### **All Options**

### **Term of Policy - Renewal Privilege**

This Policy is issued for a term of one year from the Policy Date shown on the face page. All policy years and policy months will be calculated from the Policy Date. All periods of insurance will begin and end at 12:01 A.M. Standard Time at Your place of business.

If this Policy provides coverage on a non-contributory basis, all of the Employees eligible for such insurance must be enrolled.

You may renew this Policy for a further term of one year on the first and each subsequent Policy Anniversary. All renewals are subject to the payment of premiums then due, computed as shown in Premiums section of this Policy.

We have the right to decline to renew this Policy on any Policy Anniversary or premium due date, if, on that date:

- Less than 10 Employees are insured; or
- With respect to non-contributory insurance, all of those Employees eligible are not insured; or
- With respect to contributory insurance, less than 75% of those Employees eligible are insured.

We have the right to decline to renew this Policy on any Policy Anniversary or premium due date, if, on that date the number of Employees is below Our minimum group size requirements.

You may cancel this Policy at any time by giving Us 31 days advance written notice. This notice must be sent to Our Home Office. You will owe Us all unpaid premiums for the period this Policy is in force. We may cancel this Policy by giving You 31 days advance written notice.

P030.0136

## **Amendments**

We can amend this Policy at any time, without the consent of the insured Employees or any other person having a beneficial interest in it:

- Upon written request made by You and agreed to by Us;
- On any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or
- On any date on which Our contractual relationship with any vendor supplying services or supplies with respect to this Policy changes.

We must give You 31 days advance written notice of any amendments We make to this Policy.

Any amendments to this Policy will be without prejudice to any claim arising prior to the date of the change.

No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for Us to:

- Determine whether any contract, policy or certificate is to be issued;
- Waive or alter any provisions of any contract or policy, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

P030.1899

## ***All Options***

## **Clerical Error**

Neither clerical error by You or Us in keeping any records on the insurance under this Policy, nor delays in making entries, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. On discovery of such error or delay, an equitable adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to You will be limited to the period of 90 days before the date of Our receipt of satisfactory evidence that such adjustments should be made.

P030.1900

**All Options**

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**Certificate**

We will issue a Certificate to You for delivery to each insured Employee. It will state the essential features of the insurance to which the employee is entitled and to whom the benefits are payable. In the event this Policy is amended, and such amendment affects the material contained in the certificate, a rider or revised certificate reflecting such amendment will be issued to You for delivery to affected Employees.

P030.0141

**All Options**

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**Notice**

From time to time We may provide You with notices that are needed due to state or federal requirements. You must deliver copies of these notices to each of Your Employees.

P030.0142

**All Options**

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**Claims Of Creditors**

Except when prohibited by the laws of the jurisdiction in which this Policy was issued, the insurance and other benefits under this Policy will be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of the Covered Employees or their beneficiaries.

P030.0143

**All Options**

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**Records - Information To Be Furnished**

You must keep a record of the insured Employees containing, for each Employee, the essential details of the insurance which apply to him or her. You must periodically forward to Us, on Our forms, such information concerning the Employees in the classes eligible for insurance under this Policy as may reasonably be considered to have a bearing on:

- The administration of the insurance under this Policy; and
- The determination of the premium rates.

For benefits which are based on an Employee's salary, changes in his or her salary must promptly be reported to Us. Your payroll and other such records which have a bearing on the insurance must be furnished to Us at our request at any reasonable time.

P030.0144

**All Options**

## ***When Active Service Ends***

You may not continue an Employee's Long Term Disability Income insurance after his or her active service with You ends.

P030.0149

### ***All Options***

## ***Right To Continue Long Term Disability Income Coverage During A Family Leave Of Absence***

**Important Notice:** This section may not apply to Your Policy. The Employee must contact You to find out if You must allow for a family leave of absence under federal law. If You must allow for such leave, this section applies.

**If Your Coverage Would End:** An Employee's Long Term Disability would normally end because an Employee ceases work due to an approved leave of absence. But, an Employee may continue coverage if the leave has been granted:

- To allow an Employee to care for a seriously injured or ill spouse, child or parent;
- After the birth or adoption of a child;
- Due to an Employee's own serious health condition; or
- Because of a Serious Injury Or Illness arising out of the fact that an Employee's spouse, child, parent or Next Of Kin who is a Covered Service Member is on Active Duty, or has been notified of an impending call or order to Active Duty, in the Armed Forces in support of a Contingency Operation.

To continue an Employee's coverage, an Employee will be required to pay the same share of the premium as paid before the leave of absence.

**When Continuation Ends:** Continued coverage will end on the earliest of the following:

- The date an Employee returns to Active Work;
- In the case of a leave granted to an Employee to care for a Covered Service Member, the end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to an Employee under this section for all reasons. If an Employee takes an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks;
- In any other case, the end of a total leave period of 12 weeks in any 12 month period;
- The date on which the Plan is terminated or an Employee is no longer eligible for coverage under this Policy; or
- The end of the period for which premium has been paid.

**Definitions:** As used in this section, the terms listed below have the meanings shown below:

- **Active Duty:** This term means duty under a call or order to Active Duty in the Armed Forces of the United States.
- **Contingency Operation:** This term means a military operation that:
  - Is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force; or
  - Results in the call or order to, or retention on, Active Duty of members of the uniformed services under any provision of law or during a national emergency declared by the President or Congress.
- **Covered Service Member:** This term means a member of the Armed Forces, including a member of the National Guard or Reserves, who for a Serious Injury Or Illness is:

- Undergoing medical treatment, recuperation or therapy;
- Otherwise in Outpatient Status; or
- Otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means an Employee's nearest blood relative.
- **Outpatient Status:** This term means, in the case of a Covered Service Member, that he or she is assigned to:
  - A military medical treatment facility as an Outpatient; or
  - A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- **Serious Injury Or Illness:** This term means, in the case of a Covered Service Member, an Injury or Illness incurred by him or her in line of duty on Active Duty in the Armed Forces that may render him or her medically unfit to perform the duties of his or her:
  - Office;
  - Grade;
  - Rank; or
  - Rating.

P030.0150



**All Options**

**Definitions**

The terms shown below have the meanings shown below.

**Active Work:** These terms mean the Employee is able to perform, and is performing, all of the regular duties of his or her work for the Employer at:

- One of the Employer's usual places of business;
- Some place where the Employer's business requires the Employee to travel; or
- Any other place the Employee and the Employer have agreed on for the Employee's work.

**Covered Employee:** This term means an Employee insured by this Policy.

**Employee:** This term means a person who works for You at Your place of business and whose income is reported to the United States Internal Revenue Service, and/or a state for tax purposes. Partners and proprietors will also be treated as Employees if the eligibility requirements are met.

**Employer:** This term means the entity that purchased the plan.

**Guardian, Our, Us and We:** These terms mean The Guardian Life Insurance Company of America.

**Policy:** This term means the Guardian group Long Term Disability Income insurance Policy purchased by You.

**You and Your:** As used in this Policy, these terms mean the Policyholder who purchased this group Policy. As used in the Certificate(s) attached to this Policy, these terms mean an insured Employee.

P030.0151

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## **SCHEDULE OF OPTION PACKAGES**

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This Policy's classes are show below. The benefit option packages which are available to Covered Employees who are members of each class are also shown below.

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### **Class Description**

**Class 0001** EXECUTIVES AND OFFICERS IN CALIFORNIA

**Class 0002** ALL OTHERS IN CALIFORNIA

**Class 0003** NEW YORK EMPLOYEES

**Class 0004** ALL OTHER EMPLOYEES

**Class 0005** ALL OTHER EXECUTIVES AND OFFICERS

P030.0153

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### **Benefit Option Packages**

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Employee satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee:

- Elects it in a form acceptable by Us; and
- Agrees to make any required payments.

The benefits are described in the applicable Certificate(s) attached to and made part of this Policy.

Members of Class 0001 may choose from benefit option packages A.

- Long Term Disability

P030.0155

---

### **Benefit Option Packages**

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Employee satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee:

- Elects it in a form acceptable by Us; and
- Agrees to make any required payments.

The benefits are described in the applicable Certificate(s) attached to and made part of this Policy.

Members of Class 0002 may choose from benefit option packages B.

- Long Term Disability

P030.0155

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### **Benefit Option Packages**

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Employee satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee:

- Elects it in a form acceptable by Us; and
- Agrees to make any required payments.

The benefits are described in the applicable Certificate(s) attached to and made part of this Policy.

Members of Class 0003 may choose from benefit option packages C.

- Long Term Disability

P030.0155

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### **Benefit Option Packages**

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Employee satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee:

- Elects it in a form acceptable by Us; and
- Agrees to make any required payments.

The benefits are described in the applicable Certificate(s) attached to and made part of this Policy.

Members of Class 0004 may choose from benefit option packages C.

- Long Term Disability

P030.0155

---

### **Benefit Option Packages**

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Employee satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee:

- Elects it in a form acceptable by Us; and
- Agrees to make any required payments.

The benefits are described in the applicable Certificate(s) attached to and made part of this Policy.

Members of Class 0005 may choose from benefit option packages D.

- Long Term Disability

P030.0155

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## **ATTACHED CERTIFICATES**

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The Certificate(s) shown below are added to and made part of this Policy.

Class 0001 Option(s) A

The Certificate(s) describe the Long Term Disability Income Coverage benefits for which each class of Employees is eligible.

Each Employee's eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by amendments to this Policy

P030.0158

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## **ATTACHED CERTIFICATES**

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The Certificate(s) shown below are added to and made part of this Policy.

Class 0002 Option(s) B

The Certificate(s) describe the Long Term Disability Income Coverage benefits for which each class of Employees is eligible.

Each Employee's eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by amendments to this Policy

P030.0158

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## **ATTACHED CERTIFICATES**

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The Certificate(s) shown below are added to and made part of this Policy.

Class 0003 Option(s) C

The Certificate(s) describe the Long Term Disability Income Coverage benefits for which each class of Employees is eligible.

Each Employee's eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by amendments to this Policy

P030.0158

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## **ATTACHED CERTIFICATES**

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The Certificate(s) shown below are added to and made part of this Policy.

Class 0004 Option(s) C

The Certificate(s) describe the Long Term Disability Income Coverage benefits for which each class of Employees is eligible.

Each Employee's eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by amendments to this Policy

P030.0158

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## **ATTACHED CERTIFICATES**

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The Certificate(s) shown below are added to and made part of this Policy.

Class 0005 Option(s) D

The Certificate(s) describe the Long Term Disability Income Coverage benefits for which each class of Employees is eligible.

Each Employee's eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by amendments to this Policy

P030.0158



**All Options**

**The Guardian Life Insurance Company of America**

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**Schedule Of Premium Rates**

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**Long Term Disability Income Insurance**

Effective: January 1, 2022, this Schedule of Premium Rates replaces any previously issued Schedule of Premium Rates for Long Term Disability.

The monthly premium rates, in U.S. dollars, for the benefits provided under the Policy are listed below. Guardian has the right to change any premium rate(s) set forth below at the times and in the manner set forth in the Premiums section of the Policy.

P030.0160

**All Options** All Classes

The following set of rates represents the rate per \$100.00 of monthly covered payroll volume.

**Rate per Employee**

\$ 0.090

P030.0162

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends this Policy by adding the Reinstatement of Policy provision as shown below and is effective on its issue date.

**Reinstatement Of Policy**

If any renewal premium with respect to the Employee's of any Participating Employer is not paid within the time granted for payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided, however, that if We or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval of such application by Us or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless We previously notified You in writing of Our disapproval of such application.

The reinstated Policy shall cover claims for Covered Services that occur after the reinstatement date. You shall have the same rights thereunder as You had under the Policy immediately before the due date of the defaulted premium, subject to any provisions in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

This rider is part of this Policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Policy.

Dated at \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_ , \_\_\_\_\_

GUMGUM, INC.

Full or Corporate Name of Policyholder

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P531.0650

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends this Policy by replacing the Time Limit On Certain Defenses provision as shown below and is effective on its issue date.

**Time Limit On Certain Defenses**

After this Policy has been in force for a period of two years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any Employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person with respect to whom any such statement was made.

No claim for loss incurred or disability commencing after two years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

In the event a Covered Employee's insurance is rescinded due to a fraudulent statement made in his or her application, We will refund premiums paid for the periods such insurance is void. The premium paid by the Covered Employee will be sent to his or her last known address on file with You or Us. If You pay all or part of the cost of a Covered Employee's insurance Your part of the premium will be paid to You.

This rider is part of this Policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Policy.

Dated at \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

GUMGUM, INC.  
Full or Corporate Name of Policyholder

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P030.2468

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends this Policy by replacing the Grace In Payment Of Premiums - Termination Of Policy provision as shown below and is effective on its issue date.

**Grace In Payment Of Premiums - Termination Of Policy**

A grace period of 60 days, without interest charge, will be allowed for each premium payment except the first. If any premium with respect to the Employees of any Employer is not paid before the end of the grace period, this Policy ends with respect to all Employees of such Employer at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

This Policy ends immediately on any date insurance coverage under this Policy ends, and as a result, no benefits remain under this Policy.

This rider is part of this Policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Policy.



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P055.0176

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA**

(herein called Guardian)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends the Policy as follows and is effective on its issue date:

- The "Non-Participating - No Dividends Payable" notice on the Policy face page is replaced with "Dividends Apportioned Annually, if Payable".
- The Dividends provision is added or replaced in its entirety within the General Provisions as shown below.

**Dividends**

The portion, if any, of the divisible surplus of Guardian allocable to this Policy at each Policy Anniversary will be determined annually by the Board of Directors of Guardian and will be credited to this Policy as a dividend on such anniversary, provided this Policy is continued in force by the payment of all premiums to such anniversary.

Any dividend under this Policy will be paid to the Policyholder in cash, or at the option of the Policyholder it may be applied to the reduction of the premiums then due.

In the event that the Employees are contributing toward the cost of the coverage under any group policy issued to the Policyholder and the aggregate dividends under this Policy and any other group policy or policies issued to the Policyholder are in excess of the Policyholder's share of the aggregate cost, such excess will be applied by the Policyholder for the sole benefit of the Employees.

Finally, please note that it is not expected that any dividends will be payable under this Policy.

This Rider is part of this Policy. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of this Policy.

Dated at New York, NY This 10th Day of November, 2022



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P070.0043

**The Guardian Life Insurance Company of America**

A Mutual Company - Incorporated 1860 by the State of New York  
10 Hudson Yards, New York, New York 10001

**GROUP INSURANCE POLICY**

**Group Vision Insurance Coverage**

**Employer:** GUMGUM, INC.

<b>GROUP POLICY NUMBER</b>	<b>DELIVERED IN</b>	<b>POLICY DATE</b>
G-00026548	California	January 1, 2022

**POLICY ANNIVERSARIES:** January 1st of each year, beginning in 2023

**GUARDIAN AGREES** to pay benefits in accordance with, and subject to, the terms of this Policy. This promise is based on the Employer's application and payment of the required premiums.

This Policy is delivered in the jurisdiction shown above and is governed by its laws.

This Policy takes effect on the Policy Date shown above.

IN WITNESS OF WHICH, GUARDIAN has caused this Policy to be executed as of November 10, 2022 which is its date of issue.



Michael Prestileo, Senior Vice President



Harris Oliner, Senior Vice President  
and Corporate Secretary

Dividends apportioned annually, if payable

Please read this Policy carefully.

P030.2505





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**GENERAL PROVISIONS**

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***Entire Contract, Changes***

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The Policy, the application of the Policyholder and the individual applications, if any, of the individuals insured shall constitute the entire contract between the parties, and any statements made by the Policyholder, or by the individuals insured shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall be used in defense to a claim under the policy, unless it is contained in a written application. No change in this policy shall be valid unless approved by an executive officer of Guardian and evidenced by endorsement hereon, or by amendment hereto signed by the Policyholder and by an executive officer of Guardian. No agent has authority to change this policy or waive any of its provisions.

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**Time Limit On Certain Defenses**

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After the Policy has been in force for a period of two years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any Employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person with respect to whom any such statement was made.

No claim for loss incurred for accident or Injury commencing after two years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the grounds that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made

In the event a Covered Person's insurance is rescinded due to a fraudulent statement made in his or her application, We will refund premiums paid for the periods such insurance is void. The premium paid by the Covered Person will be sent to his or her last known address on file with You or Us. If You pay all or part of the cost of a Covered Person's insurance Your part of the premium will be paid to You.

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**Grace Period**

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A grace period of 31 days, without interest charge, will be allowed for each premium payment except the first. If any premium with respect to the Employees of any Participating Employer is not paid before the end of the grace period, this Policy ends with respect to all Employees of such Participating Employer at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

This Policy ends immediately on any date insurance coverage under this Policy ends, and as a result, no benefits remain under this Policy.

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## **Claim Forms**

Upon receipt of a written notice of claim, We will furnish to the claimant the forms for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

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## **Proof of Loss**

Written proof of loss must be furnished to Us within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one year from the time proof is otherwise required.

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## **Time Of Payment Of Claims**

Subject to due written proof of loss, all indemnities for loss for which this Policy provides payment will be paid to the Covered Person as they accrue and any balance remaining unpaid at termination of the period of liability will be paid to the Covered Person immediately upon receipt of due written proof.

Unless otherwise required by law or regulation, We pay all benefits to the Covered Person if they are living. If the Covered Person is not living, We will pay all benefits to the Covered Person's estate, except that we may pay all benefits, up to an amount not exceeding \$1,000 to one of the following: (1) The Covered Person's Spouse; (2) The Covered Person's parents; (3) The Covered Person's children; or (4) The Covered Person's brothers and sisters.

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## **Legal Actions**

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

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## **Conformity With State Statutes**

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which this policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statutes.

P030.2624

### ***All Options***

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## **Associated Companies**

An associated company is a business entity affiliated with You through common ownership of stock or assets.

If You ask Us in writing to include such a company under this Policy, We will treat Employees of that company like Your Employees. We must give Our written approval. Our approval will show the starting date of the company's coverage under this Policy. Each eligible Employee of that company must still meet all of the terms and conditions of this Policy before he or she will be insured.

You must notify Us in writing when a company ceases to be an associated company. On the date a company ceases to be such a company, this Policy will end for all of that company's Employees, except those covered by You or another associated company as Employees on such date.

P030.0011

### **All Options**

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### ***Premiums***

Premiums are payable by You as follows:

- The first premium is due on the Policy Date; and
- Later premiums are, during the time this Policy remains in force, due on the 1st of each month.

Premiums due under this Policy must be paid by You:

- At a Guardian office; or
- To a representative that We have authorized.

The premiums must be paid as shown above, unless by agreement between You and Us, the interval of payment is changed. In that event, adjustment will be made for payment annually, semi-annually, or quarterly.

The premium due under this Policy on each due date will be the sum of the premium charges for the insurance provided under this Policy.

We may change such rates:

- On the first day of any Policy month;
- On any date the extent or terms of coverage for You are changed by amendment of this Policy; or
- On any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or
- On any date that a change in federal or state laws, insurance programs or retirement benefits would impact Our liability.

We must give You 31 days written notice of the rate change. Such change will apply to any premium due on and after the effective date of the change stated in such notice.

### ***Adjustment Of Premiums Payable Other Than Monthly Or Quarterly***

A premium rate may be changed after an annual or semi-annual premium became payable with respect to insurance on and after the date of such change. In that case, the premium will be adjusted by a pro rata change for the rest of the period for which the premium became payable. If the adjustment results in a decrease, the amount of the decrease will be paid to You by Us. If the adjustment results in an increase, the amount of the increase will be considered a premium due on the date of the rate change. This Policy's grace period will apply to any such premium due.

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### ***Notice Of Claim***

Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible.

P030.2626

### **All Options**

### **Term of Policy - Renewal Privilege**

This Policy is issued for a term of one year from the Policy Date shown on face page. All Policy years and Policy months will be calculated from the Policy Date. All periods of insurance will begin and end at 12:01 A.M. Standard Time at Your place of business.

You may renew this Policy for a further term of one year on the first and each subsequent Policy Anniversary. All renewals are subject to the payment of premiums then due, computed as shown in the Premiums section of this Policy.

We have the right to decline to renew this Policy on any Policy Anniversary or premium due date, if, on that date:

- Less than two Employees are insured; or
- With respect to non-contributory insurance, all of those Employees eligible, are not insured; or
- With respect to contributory insurance, less than 75% of those Employees Eligible are insured.

With respect to dependent insurance, We may decline to renew such insurance on any Policy Anniversary or premium due date, if:

- With respect to non-contributory insurance, all eligible dependents are not enrolled for such insurance; or
- With respect to contributory insurance, less than 75% of those Employees eligible for dependent insurance are insured for such.

You may cancel this Policy at any time by giving Us 31 days advance written notice. This notice must be sent to Our Home Office. You will owe Us all unpaid premiums for the period this Policy is in force. We may cancel this Policy by giving You 31 days advance written notice.

P030.1500

### **Amending the Contract**

We can amend this Policy at any time without the consent of Participating Employer(s), the insured Employees or any other person having a beneficial interest in it:

- Upon written request made by You and agreed to by Us;
- On any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or
- On any date on which Our contractual relationship with any vendor supplying services or supplies with respect to this Policy changes.

We must give You 31 days advance written notice of any amendments We make to this Policy.

Any amendments to this Policy will be without prejudice to any claim arising prior to the date of the change.

No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for Us to:

- Determine whether any contract, Policy or Certificate is to be issued;
- Waive or alter any provisions of any contract or Policy, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

Agents and brokers do not have the authority to change the Policy or Certificate, or waive any of its provisions.

P030.2629

**All Options**

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**Clerical Error - Misstatements Of Age**

Neither clerical error by You or Us in keeping any records on the insurance under this Policy, nor delays in making entries, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. On discovery of such error or delay, an equitable adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to You will be limited to the period of 90 days before the date of Our receipt of satisfactory evidence that such adjustments should be made.

The age of the Employee, or any other relevant facts, may be found to have been misstated. If premiums are affected due to this, an equitable adjustment of premiums will be made. If such misstatement involves whether or not an insurance risk would have been accepted by Us, or the amount of insurance, the true facts will be used to determine whether insurance is in force under the terms of this Policy, and in what amount.

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**Statements**

Subject to the section "Time Limit on Certain Defenses", no statement will void the insurance under this Policy, or be used in defense of a claim unless:

- In Your case, it is contained in the application signed by You; or
- In the case of a Covered Person, it is contained in a written instrument signed by him or her.

All statements will be deemed representations and not warranties.

P030.2630

**All Options**

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**Assignment**

The Employee's Certificate and his or her right to benefits under this Policy are not assignable. But, the Employee may direct Us, in writing, to pay Vision benefits to the recognized provider who provided the covered service for which benefits became payable. The amount of payment will not exceed the amount of benefit provided by the Policy and the amount of payments will not exceed the amount of expenses incurred. The Employee may not assign his or her right to take legal action under this Policy to such provider. And, We assume no responsibility as to the validity or effect of any such direction.

Assignment or transfer of Your interest under this Policy will not bind Us without Our written consent.

P030.1866

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**Dividends**

The portion, if any, of the divisible surplus of Guardian allocable to this Policy at each Policy Anniversary will be determined annually by the Board of Directors of Guardian and will be credited to this Policy as a dividend on such anniversary, provided this Policy is continued in force by the payment of all premiums to such anniversary.

Any dividend under this Policy will be paid to the Employer in cash, or at the option of the Employer it may be applied to the reduction of the premiums then due.

In the event that the Employees are contributing toward the cost of the coverage under any group policy issued to the Employer and the aggregate dividends under this Policy and any other group policy or policies issued to the Employer are in excess of the Employer's share of the aggregate cost, such excess will be applied by the Employer for the sold benefit of the Employees.

Finally, please note that it is not expected that any dividends will be payable under this Policy.

P030.2520

**All Options**

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**Certificate**

We will issue a Certificate to You for delivery to each insured Covered Person. It will state the essential features of the insurance to which the Covered Person is entitled and to whom the benefits are payable. In the event this Policy is amended, and such amendment affects the material contained in the Certificate, a rider or revised Certificate reflecting such amendment will be issued to You for delivery to affected Employees.

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**Notice**

From time to time We may provide You with notices that are needed due to state or federal requirements. You must deliver copies of these notices to each of Your Employees.

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**Claims Of Creditors**

Except when prohibited by the laws of the jurisdiction in which this Policy was issued, the insurance and other benefits under this Policy will be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of the Covered Persons or their beneficiaries.

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**Records - Information To Be Furnished**

You must keep a record of the insured Employees containing, for each Employee, the essential details of the insurance which apply to him or her. You must periodically forward to Us, on Our forms, such information concerning the Employees in the classes eligible for insurance under this Policy as may reasonably be considered to have a bearing on:

- The administration of the insurance under this Policy; and
- The determination of the premium rates.

For benefits which are based on the Employee's salary, changes in his or her salary must promptly be reported to Us. Your payroll and other such records which have a bearing on the insurance must be furnished to Us at Our request at any reasonable time.

P030.0033

**All Options**

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**Examination and Autopsy**

We have the right to have a doctor of Our choice examine the person for whom a claim is being made under this Policy as often as We feel reasonably necessary during the pendency of a claim and to make an autopsy in case of death, where it is not forbidden by law. We will pay for all such examinations.

P030.2631

**All Options**

## **Conformity With Law**

If the provisions of this Policy do not conform to the requirements of any state or federal law or regulation that applies, any such provision is changed to conform with the requirements of that law or regulation.

P030.0035

**All Options**

## **New Entrants**

Eligible new Employees may be added to the group originally insured in accordance with the terms of this Policy. Eligible new dependents may be added to the group of dependents originally insured in accordance with the terms of this Policy.

P030.1574

**All Options**

## **When Active Work Ends**

If the Employee's Active Work ends or he or she is disabled, You may continue his or her Vision Insurance Coverage during a temporary layoff, leave of absence, vacation, military leave, retirement. Eligibility for benefits will be governed by all of the terms described in the Certificate under Eligibility For Vision Coverage.

If You continue the Employee's insurance as set forth above, it must be on a policy which prevents individual selection.

Any such continuation is subject to the payment of premiums and to all of the other terms and conditions of this Policy.

The amount of the Employee's insurance during any such continuation will be the insurance amount in force on his or her last day of Active Work, subject to any reductions that would have otherwise applied if he or she had remained an active Employee.

P030.1479

**All Options**

## **Right To Continue Vision Insurance Coverage During A Family Leave Of Absence**

**Important Notice:** This section may not apply to Your Policy. The Employee must contact You to find out if You must allow for a family leave of absence under federal law. In You must allow for such leave, this section applies.

**If The Employee's Coverage Would End:** Coverage would normally end because the Employee ceases work due to an approved leave of absence. But, the Employee may continue coverage if the leave has been granted:

- To allow the Employee to care for a seriously injured or ill spouse, child, or parent;
- After the birth or adoption of a child;
- Due to the Employee's own serious health condition; or
- Because of a Serious Injury Or Illness arising out of the fact that the Employee's spouse, child, parent, or Next Of Kin, who is a Covered Service Member is on Active Duty, or has been notified of an impending call or order to Active Duty, in the Armed Forces in support of a Contingency Operation.



To continue coverage, the Employee will be required to pay the same share of the premium as paid before the leave of absence.

**When Continuation Ends:** Continued coverage will end on the earliest of the following:

- The date the Employee returns to Active Work.
- In the case of a leave granted to the Employee to care for a Covered Service member, the end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to the Employee under this section for all reasons. If the Employee takes an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks;
- In any other case, the end of a total leave period of 12 weeks in any 12 month period;
- The date on which the Policy is terminated or the Employee is no longer eligible for coverage under this Policy; or
- The end of the period for which the premium has been paid.

**Definitions:** As used in this section, the terms listed have the meanings shown below:

- **Active Duty:** This term means duty under a call or order to Active Duty in the Armed Forces of the United States.
- **Contingency Operation:** This term means a military operation that:
  - Is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
  - Results in the call or order to, or retention on, Active Duty of members of the uniformed services under any provision of law during a war or during a national emergency declared by the President or Congress.
- **Covered Service Member:** This term means a member of the Armed Forces, including a member of the National Guard or Reserves, who for a Serious Injury Or Illness is:
  - Undergoing medical treatment, recuperation, or therapy;
  - Otherwise in Outpatient Status; or
  - Otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means the Employee's nearest blood relative.
- **Outpatient Status:** This term means, in the case of a Covered Service Member, that he or she is assigned to:
  - A military medical treatment facility as an outpatient; or
  - A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- **Serious Injury Or Illness:** This term means, in the case of a Covered Service Member, an injury or illness incurred by him or her in line of duty on Active Duty in the Armed Forces that may render him or her medically unfit to perform the duties of his or her:
  - Office;
  - Grade;
  - Rank; or
  - Rating.

P030.1480

**All Options**

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**DEFINITIONS**

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The terms used in this Policy have the meanings shown below.

**Active Work:** This term means the Employee is able to perform, and is performing, the regular duties of his or her work for the Employer at:

- One of the Employer's usual places of business;
- Some place where the Employer's business requires the Employee to travel; or
- Any other place the Employee and the Employer have agreed on for the Employee's work.

P030.1880

**All Options**

**Covered Person:** This term means the Employee or dependent insured by this Policy.

P030.0048

**All Options**

**Employee:** This term means a person who works for You at Your place of business and whose income is reported to the United States Internal Revenue Service, and/or a state for tax purposes. Partners and proprietors will also be treated as Employees if the eligibility requirements are met.

P030.0050

**All Options**

**Employer:** This term means the entity that purchased the Policy.

P030.0052

**All Options**

**Guardian, Our, Us and We:** These terms mean The Guardian Life Insurance Company of America.

P030.0051

**All Options**

**Policy:** This term means the Guardian group Vision Insurance Coverage Policy purchased by You.

P030.1481

**All Options**

**You and Your:** As used in this Policy, these terms mean the Employer who purchased this group Policy. As used in the Certificate(s) attached to this Policy, these terms mean an insured Employee.

P032.0441

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## **SCHEDULE OF OPTION PACKAGES**

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This Policy's classes are shown below. The benefit option packages which are available to Employees who are members of each class are also shown below.

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### **Class Description**

***Class 0001*** EXECUTIVES AND OFFICERS IN CALIFORNIA

***Class 0002*** ALL OTHERS IN CALIFORNIA

***Class 0003*** NEW YORK EMPLOYEES

***Class 0004*** ALL OTHER EMPLOYEES

***Class 0005*** ALL OTHER EXECUTIVES AND OFFICERS

P030.0068

## Benefit Option Packages

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Employee satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee:

- Elects it in a form acceptable by Us; and
- Agrees to make any required payments.

The benefits are described in the applicable Certificate(s) attached to and made a part of this Policy.

P030.0069

Members of Class 0001 may choose from benefits in option package(s) A.

P030.0063

Members of Class 0002 may choose from benefits in option package(s) B.

P030.0063

Members of Class 0003 may choose from benefits in option package(s) C.

P030.0063

Members of Class 0004 may choose from benefits in option package(s) C.

P030.0063

Members of Class 0005 may choose from benefits in option package(s) D.

P030.0063

**Option A** Group Vision Insurance Coverage

P030.1482

**Option B** Group Vision Insurance Coverage

P030.1482

**Option C** Group Vision Insurance Coverage

P030.1482

**Option D** Group Vision Insurance Coverage

P030.1482

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## ATTACHED CERTIFICATES

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The Certificate(s) shown below are added to and made part of this Policy.

Class 0001 Option(s) A	P030.0065
Class 0002 Option(s) B	P030.0066
Class 0003 Option(s) C	P030.0066
Class 0004 Option(s) C	P030.0066
Class 0005 Option(s) D	P030.0066

The Certificate(s) describe the Group Vision Insurance Coverage benefits for which each class of Employees is eligible.

Each Employee's eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by amendments to this Policy.

P030.1556

**The Guardian Life Insurance Company of America**

**Schedule Of Premium Rates**

**Group Vision Insurance Coverage**

The monthly premium rates, in U.S. dollars, for the benefits provided under the Policy are listed below. Guardian has the right to change any premium rate(s) set forth below at the times and in the manner set forth in the Premiums section of the Policy.

**Employee Vision Insurance Coverage**

**All Options** All Classes

<b>Rate per Employee</b>	<b>per Employee and Insured Spouse with no Insured Child</b>	<b>per Employee and Insured Child(ren) with no Insured Spouse</b>	<b>per Employee and Insured Family</b>
\$ 6.95	\$ 11.80	\$ 11.89	\$ 19.75

P030.2533

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends this Policy by adding the Reinstatement of Policy provision as shown below and is effective on its issue date.

**Reinstatement Of Policy**

If any renewal premium with respect to the Employee's of any Participating Employer is not paid within the time granted for payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided, however, that if We or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval of such application by Us or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless We previously notified You in writing of Our disapproval of such application.

The reinstated Policy shall cover claims for Covered Services that occur after the reinstatement date. You shall have the same rights thereunder as You had under the Policy immediately before the due date of the defaulted premium, subject to any provisions in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

This rider is part of this Policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Policy.

Dated at \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_ , \_\_\_\_\_

GUMGUM, INC.

Full or Corporate Name of Policyholder

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P531.0650

**All Options**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00026548-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**GUMGUM, INC.**

(herein called the Policyholder)

This Rider amends this Policy by replacing the Grace In Payment Of Premiums - Termination Of Policy provision as shown below and is effective on its issue date.

**Grace In Payment Of Premiums - Termination Of Policy**

A grace period of 60 days, without interest charge, will be allowed for each premium payment except the first. If any premium with respect to the Employees of any Employer is not paid before the end of the grace period, this Policy ends with respect to all Employees of such Employer at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

This Policy ends immediately on any date insurance coverage under this Policy ends, and as a result, no benefits remain under this Policy.

This rider is part of this Policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Policy.



Harris Oliner, Senior Vice President,  
Corporate Secretary



Michael Prestileo,  
Senior Vice President

P055.0176



\*END OF POLICY DOCUMENT\*

