

The Hillman Group, Inc.

Short Term Disability Plan

January 1, 2025

The Hillman Group Short Term Disability Plan (Plan) provides short term disability (STD) benefits to eligible participants under the terms and conditions of the Plan. The Sun Life Assurance Company (Sun Life) provides non-fiduciary claim processing services to the Plan. The Plan is not insured by Sun Life, and Sun Life has not issued any insurance policy that would fund benefits under the Plan. Sun Life is not responsible to fund the payment of any benefits under the Plan. All benefits are funded by The Hillman Group, Inc. (Employer) solely from its general assets. The Plan is an employer payroll practice as defined under 29 CFR 2510.3-l(b)(2) and is not an employee welfare benefit plan as defined under the Employee Retirement Income Security Act of 1974, as amended.

This document sets forth the terms of the Plan in effect as of the date on the front page of this document. Possession of this document does not necessarily mean you are a participant under the Plan. This document explains the requirements for becoming a participant under the Plan. The dates on which participation begins or ceases are explained within this document. The description of Eligible Classes, as that term is defined in this document, will help you determine what benefits, if any, may apply to you.

For questions regarding the STD Plan, call The Hillman Group, Inc. at 513 -826-0792.

THE PLAN MAY BE AMENDED OR TERMINATED BY THE HILLMAN GROUP, INC. AT ANY TIME AND FOR ANY REASON. THE PLAN AND ANY PAYMENTS MADE HEREUNDER DO NOT CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT NOR DO THEY GIVE A COVERED EMPLOYEE A RIGHT TO CONTINUE TO BE EMPLOYED BY THE COMPANY.

SECTION 1- PLAN SPECIFICATIONS

ELIGIBILITY REQUIREMENTS FOR BENEFITS

Minimum Hourly Requirement:

Employees employed by the Employer or any subsidiary or affiliate that the Employer has authorized to participate in the Plan who are working a minimum of 30 regularly scheduled hours per week (full-time employees). Temporary employees, seasonal employees, and employees who are not legal residents working in the United States are not covered under this plan.

Eligibility Waiting Period:

90 days of continuous active employment

Employee Contributions Required:

No

SHORT TERM DISABILITY BENEFITS

Elimination Period:

7 calendar days

Amount of Benefits:

Week 1:	0% (this is the waiting period and no benefit will be payable during the first 7 days of an eligible Injury or Sickness)
Weeks 2-7:	100% of an Employee's Covered Weekly Earnings
Weeks 8-26:	60% of an Employee's Covered Weekly Earnings

Maximum Benefit Period:

The period for which a benefit is payable for any one Disability will end on the earliest of:

- a. the end of the Disability;
- b. the end of the 26th week of Disability for which a benefit is payable; or
- c. the date the Covered Employee's employment terminates.

Note: Employees are eligible for the duration of benefits outlined above for each "continuous period of disability". A "continuous period of disability" means all periods of disability of an Employee, whether or not due to the same or related causes, which are not separated by a period of at least ninety (90) days of active, full-time service.

SECTION 2 - DEFINITIONS

In this section the Employer defines some basic terms needed to understand this plan. The male

pronoun whenever used in this plan includes the female.

"Active Employment" means the Employee must be actively at work for the Employer:

1. on a full-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Plan Specifications; and either performs such work:
 - a. at the Employer's usual place of business; or
 - b. at a location to which the Employer's business requires the Employee to travel.

An Employee will be considered actively at work if he was actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for the Covered Person's own disabling condition); and
6. an emergency leave of absence (except emergency medical leave for the Covered Person's own disabling condition).

"Appropriate Available Treatment" means care or services which are:

1. generally acknowledged by Physicians to cure, correct, limit, treat or manage the disabling condition;
2. accessible within the Covered Person's geographical region;
3. provided by a Physician who is licensed and qualified in a discipline suitable to treat the disabling Injury or Sickness;
4. in accordance with generally accepted medical standards of practice.

"Covered Person" means an Employee covered under this Plan.

"Covered Weekly Earnings" means the Covered Person's annual base pay or base salary paid by the Employer immediately prior to the date of Disability divided by 52.

For any Covered Person whose commission payments represent greater than 50% of their annual compensation, "covered weekly earnings" means the Covered Person's (1) Covered Weekly Earnings plus (2) average weekly commission payments received over the 24 month period immediately preceding the date of Disability.

"Disability" or **"Disabled"** means the Covered Person, as a result of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Job.

"Eligibility Date" means the date an Employee becomes eligible for benefits under this plan. Eligibility Requirements are shown in the Plan Specifications.

"Eligibility Waiting Period" means the continuous length of time an Employee must be in Active Employment in an eligible class to reach his Eligibility Date.

"Elimination Period" means a period of consecutive days of Disability for which no benefit is payable under this Plan. The Elimination Period is shown in the Plan Specifications and begins on the first day of Disability.

"Employee" means a person in Active Employment with the Employer.

"Employer" means The Hillman Group, Inc. and shall include or any subsidiary or affiliate of the Employer that the Employer has authorized to participate in the Plan

"Family and Medical Leave" means a leave of absence for the birth, adoption or foster care of a child, or for the care of the Covered Person's child, spouse or parent or for the Covered Person's own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

"Gross Weekly Benefit" means the Covered Person's Weekly Benefit before any reduction for Other Income Benefits and Other Income Earnings.

"Hospital" or **"Institution"** means a facility licensed to provide Treatment for the condition causing the Covered Person's Disability.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes. For the purpose of determining benefits under this plan

1. any Disability which begins more than 60 days after an Injury will be considered a Sickness; and
2. any Injury which occurs before the Covered Person is covered under this plan, but which accounts for a medical condition that arises while the Covered Person is covered under this plan will be treated as a Sickness.

"Material and Substantial Duties" means responsibilities that are normally required to perform the Covered Person's Own Job and cannot be reasonably eliminated or modified.

"Own Job" means the Covered Person's job that he was performing when his Disability began.

"Physician" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health coverage laws of the state where the Treatment is received and is practicing within the terms of his license.

It does not include a Covered Person, any family member or domestic partner.

"Proof" means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by the Covered Person claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by the Covered Person's attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/ or other forms of objective medical evidence in support of a claim for benefits.

Proof must be submitted in a form or format satisfactory to Sun Life.

"Regular Attendance" means the Covered Person's personal visits to a Physician which are medically necessary according to generally accepted medical standards to effectively manage and treat the Covered Person's Disability.

"Plan Specifications" means the section of this plan which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, Elimination Period, Amount of Benefits, Minimum Benefit, and Maximum Benefit Period.

"Sickness" means illness, disease, pregnancy or complications of pregnancy.

"Treatment" means consulting, receiving care or services provided by or under the direction of a Physician including diagnostic measures, being prescribed drugs and/or medicines, whether the Covered Person chooses to take them or not, and taking drugs and/or medicines.

"Weekly Benefit" means the weekly amount payable by the Employer to the Disabled Covered Person.

Eligibility Requirements for Benefits

The eligibility requirements for benefits are shown in the Plan Specifications.

Eligibility Date for Benefits

An Employee in an eligible class will qualify for benefits on the later of:

1. this plan's effective date; or
2. the day after the Employee completes the Eligibility Waiting Period shown in the Plan Specifications.

Effective Date of Benefits

Benefits will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on his Eligibility Date.

Delayed Effective Date for Benefits

The effective date of any initial, increased or additional benefits will be delayed for an individual if he is not in Active Employment because of Injury or Sickness. The initial, increased or additional benefits will begin on the date the individual returns to Active Employment.

Eligibility Requirements for Benefits

The Eligibility Requirements for benefits are shown in the Plan Specifications.

Eligibility Date for Benefits

An Employee in an eligible class will qualify for benefits the day after the Employee completes the Eligibility Waiting Period shown in the Plan Specifications.

Leave of Absence

Coverage under the STD Plan will continue while an Employee is on an approved family or medical leave of absence for up to 12 weeks or for up to 30 days in the event of other approved leave of absence, provided however that if a Covered Person becomes entitled to benefits under this plan after commencing such a leave, the Covered Person's benefit level shall be determined based on the Covered Weekly Earnings in effect on the date before said leave begins.

Rehire Terms

If a former Employee is re-hired by the Employer, he is considered to be a new Employee when determining his Eligibility Date.

SECTION 4 - DISABILITY INCOME BENEFITS

Disability Benefit

When Sun Life, on behalf of the Employer, receives Proof that a Covered Person is Disabled due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a Weekly Benefit after the end of the Elimination Period, subject to any other provisions of this plan. The benefit will be paid for the period of Disability if the Covered Person gives to Sun Life Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Sun Life's request and at the Covered Person's expense. In determining whether the Covered Person is Disabled, Sun Life will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, pay cuts, job sharing and loss of a professional or occupational license or certification.

Benefits are payable only with respect to a Sickness and/or Injury that began or occurred on or after the date the Employee became eligible for benefits under this Plan.

Payroll deductions will continue while the Covered Employee is receiving disability benefit payments. If deductions for a Covered Employee's benefits are unable to be taken (e.g., the Covered Employee's disability benefit payments are not enough to cover the cost of benefits), the

Employer will accumulate the deduction amounts in arrears and will take those deductions upon the Covered Employee's return to work.

The Weekly Benefit will not

1. exceed the Covered Person's Amount of Benefits; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Benefits and the Maximum Benefit Period are shown in the Plan Specifications.

Amount of Disability Weekly Benefit

To figure the amount of Weekly Benefit

1. Take the Covered Person's Covered Weekly Earnings multiplied by the benefit percentage shown in the Plan Specifications;
2. Deduct Other Income Benefits and Other Income Earnings, (shown in the Other Income Benefits and Other Income Earnings provision of this plan), from this amount.

Other Income Benefits and Other Income Earnings

Other Income Benefits means:

1. The amount for which the Covered Person is eligible under:
 - a. any benefit payable under Workers' or Workmen's Compensation law;
 - b. any work loss provision in mandatory "No-Fault" auto coverage; or
 - c. any other governmental program or coverage required or provided by a State disability plan or a plan established by the Employer in lieu thereof (including any amount attributable to the Covered Person's family).
2. any amount the Covered Person receives from any unemployment benefits

Other Income Earnings means:

1. any amount the Covered Person receives from any formal or informal sick leave or salary continuation plan(s); and
2. the amount of earnings the Covered Person earns or receives from any form of employment including severance.

Other Income Benefits, except Retirement Benefits, must be payable as a result of the same Disability for which the Employer pays a benefit. The sum of Other Income Benefits and Other Income Earnings will be deducted in accordance with the provisions of this plan.

Estimation of Benefits

The Covered Person's Disability benefits will be reduced by the amount of Other Income Benefits that Sun Life estimates is payable to the Covered Person.

The Covered Person's Disability benefit will not be reduced by the estimated amount of Other Income Benefits if the Covered Person:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a reimbursement agreement under which, in part, the Covered Person agrees to repay the Employer for any overpayment resulting from the award or receipt of Other Income Benefits;
3. if applicable, provides satisfactory proof that all appeals for Other Income Benefits have been made on a timely basis to the highest administrative level unless Sun Life, on behalf of the Employer, determines that further appeals are not likely to succeed; and
4. if applicable, submits satisfactory proof that Other Income Benefits have been denied at the highest administrative level unless Sun Life, on behalf of the Employer, determines that further appeals are not likely to succeed.

Lump Sum Payments

Other Income Benefits from a compromise, settlement, award or judgement which are paid to the Covered Person in a lump sum and meant to compensate the Covered Person for any one or more of the following:

1. loss of past or future wages;
2. impaired earnings capacity;
3. lessened ability to compete in the open labor market;
4. any degree of permanent impairment; and
5. any degree of loss of bodily function or capacity;

will be prorated on a weekly basis as follows:

1. over the period of time such benefits would have been paid if not in a lump sum; or
2. if such period of time cannot be determined, over a period of 260 weeks.

Cost of Living Freeze

After the first deduction for each of the Other Income Benefits, the Weekly Benefit will not be further reduced due to any cost of living increases payable under the Other Income Benefits provision of this plan.

Prorated Benefits

For any period for which a Short-Term Disability benefit is payable that does not extend through

a full week, the benefit will be paid on a prorated basis. The rate will be 1/5th for each day for such period of Disability.

Discontinuation of the Short-Term Disability Benefit

The Weekly Benefit will cease on the earliest of:

1. the date the Covered Person fails to provide Proof of continued Disability and Regular Attendance of a Physician;
2. the date the Covered Person fails to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due;
3. the date the Covered Person refuses to be examined or evaluated at reasonable intervals;
4. the date the Covered Person refuses to receive Appropriate Available Treatment;
5. the date the Covered Person refuses a job with the Employer where workplace modifications or accommodations were made to allow the Covered Person to perform the Material and Substantial Duties of the job;
6. the date the Covered Person is no longer Disabled according to this plan;
7. the end of the Maximum Benefit Period;
8. the date the Covered Person dies; or
9. the date the Covered Person's employment terminates.

Successive Periods of Disability

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this plan, a Covered Person:

1. returns to his Own Job on an Active Employment basis for less than 30 days; and
2. performs all the Material and Substantial duties of his Own Job.

In this case the Covered Person will not be required to complete another Elimination Period but the number of weeks for which a benefit was paid under this Plan during the prior period of Disability will count towards the 26-week Maximum Benefit Period in determining the maximum benefit period for the Successive Period of Disability.

To qualify for the Successive Periods of Disability benefit, the Covered Person must experience more than a 20% loss of Covered Weekly Earnings.

If a Covered Person returns to his Own Job on an Active Employment basis for 30 days or more, the Successive Period of Disability will be treated as a new period of Disability and the Covered Person must complete another Elimination Period.

SECTION 5 - EXCLUSIONS

GENERAL EXCLUSIONS

This plan will not cover any Disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane;
3. active Participation in a Riot;
4. the committing of or attempting to commit a felony or misdemeanor; or
5. cosmetic surgery unless such surgery is in connection with an Injury or Sickness sustained while the individual is a Covered Person.

No benefit will be payable during any period of incarceration.

With respect to this provision, **Participation** shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

With respect to this provision, **Riot** shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

SHORT TERM DISABILITY BENEFITS

Disability Benefit Exclusions

A Weekly Benefit will not be payable if a Covered Person becomes Disabled due to:

1. Injury that arises out of or in the course of employment; or
2. Sickness when a benefit is payable under a Workers' Compensation Law, or any other act or law of like intent.

SECTION 6 - TERMINATION PROVISIONS

Termination of a Covered Person's Benefits

A Covered Person will cease to be covered on the earliest of the following dates:

1. the date this plan terminates, but without prejudice to any claim originating prior to the time of termination;

2. the date the Covered Person is no longer in an eligible class;
3. the date the Covered Person's class is no longer included for benefits;
4. the date employment terminates;
5. the date the Covered Person ceases active work due to a labor dispute, including any strike, work slowdown, or lockout.

The Employer reserves the right to review and terminate all classes covered under this plan if any class(es) cease(s) to be covered.

SECTION 7 – GENERAL PROVISIONS

Assignment

No assignment of any present or future right or benefit under this plan will be allowed.

Examination

The Employer has the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by the Employer. This right may be used as often as reasonably required.

Legal Proceedings

A claimant or the claimant's authorized representative cannot start any legal action

1. until 60 days after Proof of claim has been given; or
2. more than 1 year after the time Proof of claim is required.

Governing Law

The Plan will be construed, administered and governed in all respects in accordance with the laws of the state of Ohio.

Notice and Proof of Claim

1. Notice

a. Notice of claim must be given to Sun Life within 28 days of the date of the loss on which the claim is based. If that is not possible, Sun Life must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Sun Life.

b. When written notice of claim is applicable and has been received by Sun Life, the Covered Person will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Covered Person can send to Sun Life written Proof of claim without waiting for the forms.

2. Proof

a. Satisfactory Proof of loss must be given to Sun Life no later than 28 days after the end of the Elimination Period.

b. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.

c. Proof of continued loss, continued Disability, and Regular Attendance of a Physician must be given to Sun Life within 28 days of the request for such Proof.

Sun Life reserves the right to determine if the Covered Person's Proof of loss is satisfactory.

In the event Sun Life denies a claim for a benefits, a Covered Person may, within 30 days of being notified of such denial, request a review of such determination. Any such request, along with information/documentation supporting such appeal, must be made in writing and sent to Sun Life.

Right of Recovery

The Employer has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by the Employer in processing a claim; or
3. the Covered Person's receipt of any Other Income Benefits.

The Employer may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this plan;
3. taking any appropriate collection activity available including any legal action needed; and
4. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Benefits, whether on a periodic or lump sum basis.

Subrogation and Reimbursement

When a Covered Person's Injury or Sickness appears to be someone else's fault, benefits otherwise payable under this plan for loss of time as a result of that Injury or Sickness will not be paid unless the Covered Person or his legal representative agree(s):

1. to repay the Employer, for such benefits to the extent they are for losses for which compensation is paid to the Covered Person by or on behalf of the person at fault;

2. to allow the Employer a lien on such compensation and to hold such compensation in trust for Sun Life, on behalf of the Employer; and
3. to execute and give to the Employer, any instruments needed to secure the rights under 1. and 2. above.

When the Employer has paid benefits to or on behalf of the injured Covered Person, the Employer will be subrogated to all rights of recovery that the Covered Person has against the person at fault. These subrogation rights will extend only to recovery of the amount the Employer has paid. The Covered Person must execute and deliver any instruments needed and do whatever else is necessary to secure those rights.

Workers' Compensation

This plan and the benefits provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.