Cancer Guardian: Comprehensive Cancer Support – Voluntary

Group Program I.D.

All Employees and Dependents

Provided by Wamberg Genomic Advisors

CERTIFICATE OF PROGRAM PARTICIPATION

THIS IS A LIMITED PROGRAM CERTIFICATE OF PARTICIPATION. PLEASE READ IT CAREFULLY.

THIS IS NOT INSURANCE. THIS IS A SUPPLEMENT TO BASIC HEALTH INSURANCE. IT IS NOT A SUBSTITUTE FOR HOSPITAL OR MEDICAL EXPENSE INSURANCE, A HEALTH MAINTENANCE ORGANIZATION (HMO) CONTRACT, OR MAJOR MEDICAL EXPENSE INSURANCE.

Wamberg Genomic Advisors, Inc. (referred to as WGA) welcomes you as a Participant in the Cancer Guardian program.

This is your Certificate of Program Participation as long as you are eligible for program participation and you are an active participant. You will want to read it carefully and keep it in a safe place.

EMPLOYER'S ORIGINAL GROUP CONTRACT

EFFECTIVE DATE:

GROUP PROGRAM I.D.:

ELIGIBLE GROUP(S): All Employees in Active Employment in the United States with the Employer

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PART I – DEFINITIONS

When used in this Group Certificate terms listed below will mean:

Active Work; Actively at Work
A Participant will be considered Actively at Work if he or she is able and available for active performance his or her regular duties as defined by the Employer. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Active Work provided the Participant is able and available for active performance of all of his or her regular duties and was working the day immediately prior to the date of his or her absence.

Contract Month

Calendar Month

Date of Issue

The date the Group Contract is placed in force:

Dependent
a) A Participant's spouse, if that spouse:

1) is legally married to the Participant; and

2) is not covered under this Group Contract as a Participant; and

3) may also include a Civil Union Partner.

b) A Participant's Dependent Child (or Children) as defined below.

Dependent Child; Dependent Children
a) A Participant's natural child or stepchild, if that child is 0 days but less than 26 years of age.

b) A Participant's foster child, if that child:

1) meets the requirements above; and

2) has been placed with the Participant or spouse insured under this Group Contract by an authorized state placement agency or by order of a court; and

3) required documentation has been provided and the child is approved in Writing by WGA as a Dependent Child.

c) An adopted child will be considered a Dependent Child on the earlier of the date the petition for adoption is filed; or the date of entry of an order granting the adoptive parent custody of the child for the purpose of adoption.

d) A Civil Union Partner's child who otherwise qualifies above or if the Participant or Civil Union Partner has been appointed the child's guardian under a valid court order.

Parent and Parent-in-Law
Biological parents and step-parents of active participants and eligible spouses

Developmental Disability

A Dependent Child's substantial disability, as determined by WGA, which:

a) results from mental retardation, cerebral palsy, epilepsy, or other neurological disorder; and

b) is diagnosed by a Physician as a permanent or long-term continuing condition.

Group Contract

The contract of group program issued to the Employer by WGA, which describes benefits and provisions for covered Participants and Dependents.

Contract Anniversary

and the same day of each following year.

Employer

The entity to whom the Group Contract issued.

Signed or Signature

Any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law and is agreed to by WGA.

Written or Writing

A record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

Employer

The entity to whom the Group Contract issued.

PART II - CONTRACT ADMINISTRATION

Section A - Contract

Article 1 - Employer Contract Changes

Once you become an active participant and are in Active Employment or on a covered Layoff or Leave of Absence, any benefit changes made by your Employer, consistent with the options you select, will take effect on the date agreed upon by WGA and your Employer.

If you are not in Active Employment due to Injury or Sickness, any change in program benefits requested by your Employer will begin on the date you return to Active Employment.

Program Benefit changes will not affect an approved cancer incidence that occurs prior to the effective date of the change.

Article 2 - Dependent Rights

A Dependent will have no rights under the group certificate except as set forth in PART III, Section F, Article 1 (Participant and Dependent Portability).

Article 2 - Dependent Rights

A Dependent will have no rights under the group certificate except as set forth in PART III, Section F, Article 1 (Participant and Dependent Portability).

Section B - Program Charges

Article 1 - Monthly Program Rates

a) Participant Cancer Guardian:

a. Less than age 50 - $ per participant

b. Age 50-64 - $ per participant

c. Age 65 and over - $ per participant

b) Dependent Spouse Cancer Guardian:

a. Less than age 50 - $ per participant

b. Age 50-64 - $ per participant

c. Age 65 and over - $ per participant

c) Dependent Children receive program benefits under the Participant's enrollment at no additional cost, up to age 26.

Article 2 - Monthly Program Rate Changes

a) on any Contract Anniversary, with respect to Participant Cancer Guardian on any Contract Anniversary, if the average age or the male/female distribution for then covered Participants has changed since the last Contract Anniversary; and

b) on any date the program charge contribution required of Participants is changed; and

c) on any date the definition of Participant or Dependent is changed; and

d) on any date the Employer's business, as specified on the Employer application, is changed; and

e) on any date that a class of eligible Participants is changed

Article 3 - Contributions from Participants

Participants are required to contribute to the monthly program charges for their Participant program under this Group Contract.

Participants are required to contribute the monthly program charges for their Dependents' program benefits under this Group Contract.

Monthly program charges to be deducted from the participant paycheck by your employer and remitted to WGA.

Article 4 – Fee-Based Service Rates

a) Participant and Dependent Cancer Diagnosis prior to Program Effective Date:

a. Cancer DNA Testing - $5,000 per test

b. Second Opinion Pathology Review - $1,100 per review

i. Pricing may vary for complex cases

c. Onsite Nurse Navigator - $350 per hour

b) Parents and Parent's in law Cancer Diagnosis:

a. Cancer DNA Testing - $5,000 per test

b. Second Opinion Pathology Review - $1,100 per review

i. Pricing may vary for complex cases

c. Onsite Nurse Navigator - $350 per hour

Section C - Terminations

Article 1 - Termination of Participant or Dependent Program Benefits

If you choose to cancel your participation of program benefits under the group contract, Your program benefits will end on the first of the month following the date you provide notification to your Employer after satisfying a twelve month enrollment commitment.

Otherwise, Participant and Dependent program benefits under the group contract end on the earliest of the:

a) the date the group contract is canceled;

b) the date you are no longer in an eligible group;

c) the date you are eligible group is no longer covered;

d) date of your death;

e) last day of the period for which You made any required contributions; or

f) last day You are in Active Employment. However, as long as monthly program charges are paid as required, program benefits will continue if you elect to continue coverage under the continuation provision or in accordance with the Layoff and Leave of Absence provisions of the Group Contract.

Program benefits for your Dependent Children end on the earliest of the date Your coverage under the group contract ends or the date a dependent child no longer meets the definition of Dependent Children.

WGA will provide program benefits for an approved cancer incidence which occurs while you are an active participant under this group contract.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section A - Eligibility

Article 1 - Participant Cancer Guardian

You will be eligible for Participant Cancer Guardian on the date you satisfy the benefits waiting period as defined by your employer.

Article 2 - Dependent Cancer Guardian

A person will be eligible for Dependent Cancer Guardian on the latest of:

a) the date the person is eligible for Participant Cancer Guardian; or

b) the date the person first acquires a Dependent; or

c) the date the person enters a class for which Dependent Cancer Guardian is provided under this Group Contract; or

d) the date Dependent Cancer Guardian is added to this Group Contract.

Section B - Effective Dates

Article 1 - Participant Cancer Guardian

Actively at Work

Your effective date for Participant Cancer Guardian will be as explained in this article if you are Actively at Work on that date. If you are not Actively at Work on the date benefits would otherwise be effective, such benefits will not be in force until the day of return to Active Work.

However, this Actively at Work requirement will be waived for Participants who:

a) are absent from Active Work because of a regularly scheduled day off, holiday, or vacation day; and

b) were Actively at Work on their last scheduled workday before the date of their absence; and

c) were capable of Active Work on the day before the scheduled effective date of their program or change in their program, whichever is applicable.

Article 2 - Dependent Cancer Guardian

Dependent Cancer Guardian is available only with respect to Dependents of Cancer Guardian, such benefits will be effective under the same terms as set forth for Participant Cancer Guardian in this Section B, Article 1, except as described below.

a) In no event will Dependent Cancer Guardian be in force for a Participant who is not insured for Participant Cancer Guardian.

Section C - Individual Terminations

Article 1 - Participant Cancer Guardian

Your program benefits under the Group Contract will terminate on the earliest of:

a) the date the Group Contract is terminated; or

b) the date the last monthly program charge is paid for your benefits; or

c) any date desired if requested by you before that date; or

d) the date you cease to be a Participant as defined in PART I; or

e) the date You cease to be in a class for which Participant Cancer Guardian is provided;

f) the date You retire; or

g) the date You cease Active Work.

Article 2 - Dependent Cancer Guardian

Program benefits under this Group Contract for a Dependent will terminate on the earliest of:

a) the date Your Cancer Guardian benefits cease; or

b) the date Dependent Cancer Guardian is removed from the Group Contract; or

c) the date the last program charge is paid for the Participant's Dependent Cancer Guardian; or

d) any date desired if requested by You before that date; or

e) the date the You cease to be in an eligibility class for which Dependent Cancer Guardian is provided; or

f) for a Dependent spouse on the date that Dependent spouse ceases to be a Dependent as defined in PART I; or

g) for each Dependent Child, on the date that Dependent Child ceases to be a Dependent as defined in PART I.

Article 3 - Coverage While Outside of the United States

If a Participant or Dependent is temporarily outside the United States, the Participant or Dependent may choose to continue his or her benefits, subject to program charge payment.

Section D - Continuation

Article 1 - Participant Cancer Guardian

Sickness or Injury

If Active Work ends because a Participant is sick or injured, benefits for that Participant may be continued in accordance with the Employer's company policy, subject to program charge payment.

Layoff or Approved Leave of Absence

If Active Work ends because a Participant is on layoff or approved leave of absence, benefits for that Participant may be continued in accordance with the employer's company policy, subject to program charge payment.

Family and Medical Leave Act (FMLA)

If a Participant ceases Active Work due to an approved leave of absence under FMLA, the Employer may choose to continue the Participant's benefits, subject to program charge payment.

A Participant may qualify to have his or her program benefits continued under one or more of the continuation provisions described above. If a Participant qualifies for continuation under more than one provision, the longest period of continuation will be applied, and all periods of continuation will run concurrently.

Article 2 - Dependent Program Benefits - Developmentally Disabled or Physically Handicapped Children

a) Qualification

Dependent Cancer Guardian for a child may be continued after the child reaches the maximum age for Dependent Children as defined in PART I of this Group Contract, provided that:

1) the child is incapable of self-support as the result of a Developmental Disability or Physical Handicap and became so before reaching the maximum age and is

2) dependent on the Participant for primary support; and

3) proof of the child's incapacity is sent to WGA within 31 days after the date the child reaches the maximum age.

b) Period of Continuation

Program Benefits for a Dependent Child who qualifies as set forth above may be continued until the earlier of:

1) the date benefits would cease for any reason other than the child's attainment of the maximum age, or

2) the date the child becomes capable of self-support or otherwise fails to qualify as set forth in a. above.

Section E - Reinstatement

Article 1 - Reinstatement

Your terminated program benefits will be reinstated if:

a) benefits ceased because of layoff or approved leave of absence; and

b) You return to Active Work for the Employer in accordance with the Employer's leave of absence

Your reinstated benefits will be in force on the date of return to work. However, the Actively at Work discussed in PART III, Section B, will apply.

Article 2 - Federal Required Family and Medical Leave Act (FMLA)

Your terminated program benefits may be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), subject to the Actively at Work and Period of Limited Activity provision discussed in PART III, Section B.

Section F - Continuation of Program Benefits

Article 1 - Participant and Dependent Portability

You and Your dependents are eligible for portability to continue their program benefits on an individual basis if the Employer group contract terminates, subject to monthly program charge payments due directly to WGA.

You must submit an enrollment form for portability and the first monthly program charge for the individual program must be paid to WGA within 31 days after the date your program benefits terminated under the Group Contract.

PART IV – BENEFITS

Section A - Participant and Dependent Cancer Guardian

Article 1 - Cancer Support Specialist

Staffed by experienced cancer champions (for example, but not limited to, oncology nurses), our dedicated Cancer Support Specialists provide a simple, friendly, patient and professional resource for cancer patients to discuss their concerns, obtain valuable insights and information about their cancer and available treatment options. Cancer Support Specialist will be provided for a maximum of 2 years per cancer diagnosis.

Article 2 - Cancer Guardian Support Line

A nurse-led information line and third-party validation service. Available to all Participants, dependents as well as parents and parents in law who have questions relating to cancer, are interested in learning about risk reduction strategies, or who are supporting someone with cancer.

The Cancer Guardian Support Line access does not require a cancer diagnosis. The support line is available starting on the effective date of the Participant and Dependent program effective date.

Article 3 - Cancer DNA Testing

Participants and Dependents will have access to comprehensive DNA testing for cancer if they become diagnosed with cancer while enrolled in the Cancer Guardian program.

Testing is subject to treating physician approval based on clinical need and necessity. Report results are delivered back to the treating physician via secured physician portal in 10-14 days from the date that the test specimen is received at the lab. Complex cases may require additional time for report

A Cancer DNA report may include the following:

Genetic information that highlights additional options for potentially more effective treatments, for example:

- Immunotherapy(ies);

- Targeted therapy(ies);
- Clinical trial participation.

A cancer diagnosis is required for this DNA testing. Participants and Dependents have access to a maximum of 3 cancer DNA tests for the lifetime of the program at no additional cost.

Article 4 - On-Site Nurse Navigator

Participants and their dependents will be provided an Onsite Nurse Navigator to attend physician appointments relating to their cancer diagnosis. This personalized one-to-one service helps to ensure nothing is left to chance and all questions and concerns are addressed.

A cancer diagnosis is required for the Onsite Nurse Navigator. Participants and Dependents have access to 1 Onsite Nurse Navigator appointment per diagnosis at no additional cost. Nurse Navigator will provide a maximum of 1 hour for travel time to the appointment, 1-hour attending appointment and 1 hour for return travel. Any requirements above the time maximums outlined above may result in additional charges.

On-site visits cannot be conducted at the patient's home and must take place at a recognized medical facility.

Article 5 - Personalized Information & Resource Pack

Nurse Cancer Support Specialists will provide customized reference material for Participant or Dependents diagnosed with cancer. Resource pack combined in-house produced literature and third-party literature, web-links and other useful resources.

Article 6 - Second Opinion Pathology Review

Numerous publications show the clinical & economic benefits of obtaining a second opinion for Pathology specimens. Participants and Dependents will receive, one, second opinion pathology review upon request via respected institutions, such a Duke University, at no additional cost.

A cancer diagnosis is required to access a Second Opinion Pathology Review.

Article 7 - Medical Records Platform

Participants and Dependents have access to a secure, cloud-based platform for storing and transmitting medical records, including radiological images. The technology is built on an open platform giving patients the freedom to connect with doctors, clinics, insurance providers and their Cancer Guardian Nurse Cancer Support Specialist in a convenient and efficient way.

The medical records platform access does not require a cancer diagnosis. The platform can be used to store and share medical records of any kind starting on the effective date of the Participant and Dependent program effective date.

Article 8 - Hereditary Risk Screening Test

Participants and dependent spouses will receive access to a hereditary genetic risk screening test upon their program effective date. Genetic counseling is made available to review report results with the participant.

Genetic results are only released to the participant that is taking the test and the physician signing the test requisition form.

Article 9 - Limitations

Every WGA Cancer Guardian member is allowed various WGA provided services. What services are allowed and how frequent these services are delivered depends on whether the program participant has a history of cancer before the date that the participant became a member of the WGA Cancer Guardian program. History of cancer includes both remote past history of cancer or ongoing active cancer. WGA Cancer Guardian services are limited if the member has a past history of cancer as follows:

a. If there is no history of cancer before the date that the program participant became a Cancer Guardian member, then the participant gets access to all WGA Cancer Guardian product features and Cancer Support Services as listed in the program description.

b. If the program participant has a history of cancer that occurred before the date that the participant became a WGA Cancer Guardian member, then the scope of services provided upon future cancer diagnosis depend on the clinical status of the past cancer at the time that the participant became a member of the WGA Cancer Guardian program as follows:

   i. If the participant with a history of cancer had no evidence of cancer and met the below definition of “Cancer in Complete Remission” on the date that the participant became a WGA Cancer Guardian member, the participant has access to all WGA Cancer Guardian product features and Cancer Support Services as listed in the program description.

   ii. If the participant with a history of cancer did not meet the below definition of “Cancer in Complete Remission” on the date that the participant became a WGA Cancer Guardian member, the participant only has access to “Limited WGA Cancer Guardian” product features and Cancer Support Services as listed in the program description. Limited Cancer Guardian Services: Cancer Support Specialist, Cancer Information Line, Hereditary Risk Screening Test and Medical Records Platform

Program benefits that require a cancer diagnosis are only for cancers with a date of diagnosis after the date that the participant becomes a WGA Cancer Guardian member.

WGA does not provide payment for the actual medical costs associated with the treatment plan that participants or their dependents may undergo.

Cancer DNA tests and/or Hereditary Cancer Risk Screening tests will not be ordered without a physician sign off on test requisition form(s). The physician ordering the testing can either be the member’s own treating doctor or a third-party certified physician organized for the member through WGA’s Cancer Guardian Support Services.

A cancer is considered a “Cancer in Complete Remission” if all the following criteria are met:

- The member must be deemed cancer-free and in complete remission by their treating physician;
- There must be no signs or symptoms of cancer;
- There must be no imaging or lab test results that show that cancer is still present in the body; and
- The member must not be receiving any form of active cancer therapy and no such cancer therapy is planned.

(Note that treatment with hormonal therapy to prevent cancer recurrence is acceptable and not considered active cancer therapy under this definition).

Section B - Parent and Parent-in-Law

Article 1 - Cancer Guardian Support Line

An information line available to all Participants, Dependents as well as parents and parents-in-law who have questions relating to cancer, are interested in learning about risk reduction strategies, or who are supporting someone with cancer.

The Cancer Guardian Support Line access does not require a cancer diagnosis. The support line is available starting on the effective date of the Participant and Dependent program effective date.

Article 2 - Medical Records Platform

Parents and Parents-in-Law of Participants and Dependents have access to a secure, cloud-based platform for storing and transmitting medical records, including radiological images. The technology is built on an open platform giving patients the freedom to connect with doctors, clinics, insurance providers and their Cancer Guardian Cancer Support Specialist in a convenient and efficient way.

The medical records platform access does not require a cancer diagnosis. The platform can be used to store and share medical records of any kind starting on the effective date of the Participant and Dependent program effective date.

Article 3 - Fee-Based Services

a) Onsite Nurse Navigator

Parents and Parents-in-Law will have access to an Onsite Nurse Navigator to attend physician appointments relating to their cancer diagnosis. This personalized one-to-one service helps to ensure nothing is left to chance and all questions and concerns are addressed.

A cancer diagnosis is required for the Onsite Nurse Navigator. Parents and Parents-in-Law will have access to an Onsite Nurse Navigator appointment for an additional per appointment fee.

b) Cancer DNA Testing

Parents and Parents - in - Law of Participants and Dependent will have access to comprehensive DNA testing for cancer if they become diagnosed with cancer while enrolled in the Cancer Guardian program.

Testing is subject to treating physician approval based on clinical need and necessity. Report results are delivered back to the treating physician via secured physician portal in 10-14 days from the date that the test specimen is received at the lab. Complex cases may require additional time for report delivery.

Section C - Cancer Incidence Procedures

Article 1 - Notice of Cancer Diagnosis

Notice must be provided to WGA by or for a Participant or Dependent who wishes to access program benefits for a cancer diagnosis by calling or e-mailing WGA’s customer service center. Date of diagnosis and treating physician contact information should be provided in this notice.

Article 2 - Assignment

WGA, when it receives notice of cancer incidence subject to confirming eligibility, will assign the Participant or Dependent patient to a Cancer Support Specialist within 24 business hours.

Article 3 - Proof of Cancer Diagnosis

WGA reserves the right to confirm a cancer diagnosis, including but not limited to, date of diagnosis, stage of cancer and type of cancer.

Article 4 - Program Benefits Approval, Denial, and Review

If a participant cannot be processed or approved for benefits that require a cancer diagnosis due to incomplete information, WGA will send a Written explanation prior to the expiration of the 45 days. The participant is then allowed up to 45 days to provide all additional information requested. WGA is permitted two 30-day extensions for processing an incomplete cancer incidence submission. Written notification will be sent to the participant regarding the extension. Further, if a participant is not approved or cannot be processed, WGA will a detailed explanation of the basis of the denial. A participant may request an appeal of a denial by Written request to WGA within 180 days of receipt of notice of the denial. WGA will make a full and fair review of the cancer incidence. WGA may require additional information to make the review. WGA will notify the participant in Writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45-day period because WGA did not receive the requested additional information, WGA is permitted a 45-day extension for the review. Written notification will be sent to the participant regarding the extension.

For purposes of this section, “participant” means Participant or Dependent.

GENERAL QUESTIONS

If you have any general questions about your program benefits you may contact WGA by:

CALLING:

855-926-2374
(Customer Information Call Center)
Monday - Friday
8 am-5 pm PST

WRITING:

Wamberg Genomic Advisors
4330 La Jolla Village Drive, Suite 230
San Diego, CA 92122

Privacy and Confidentiality:

For additional information on the Cancer Guardian / Wamberg Genomic Advisors privacy policy, please visit: www.cancerguardian.com/privacy-policy.

WGA takes employee privacy very seriously. No identifiable protected health information of employees is provided to employers without the consent of the employee. The Genetic Information Nondiscrimination Act of 2008 (GINA), the Americans with Disabilities Act (ADA), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) are federal regulations that safeguard genetic results and prevents discrimination using genetic information for health insurance and employment status. Some state laws further protect against discrimination in the areas of life insurance, housing, and emergency medical services.

Program Legal Disclosure:

This is not a qualified health plan under the Affordable Care Act (ACA). The plan does not make payments directly to the providers of medical services. The plan member is obligated to pay for all health care services through their insurance provider. Wamberg Genomic Advisors' Cancer Guardian™ program only covers the cost of cancer genomic profiling, second opinion pathology review, onsite nurse navigator and program benefits outlined in this document. Program participants may obtain provider specific information by contacting WGA directly. The program does not cover the actual clinical costs or medication costs associated with the treatment plan that program participants and/or their dependents may undergo. Benefits paid for by the Cancer Guardian Program apply to cancers diagnosed after the date of the participant's program effective date. Any benefits requested for a cancer diagnosis outside of the Cancer Guardian program will be made available to the individual at the fee-based pricing outlined in this contract. Contact Wamberg Genomic Advisors' for per incidence pricing. Participants have the right to cancel this plan within 30 days after the effective date for a full refund of any program charges paid during the first 30 days.

Wamberg Genomic Advisors is not an insurance company and Cancer Guardian Comprehensive Cancer Support Service is not an insurance policy. The Service does not provide payment or reimbursement of payment for treatment costs of any kind nor will it provide compensation for any financial losses suffered by members. Its sole obligation is to provide the services described in this brochure.

Wamberg Genomic Advisors, Inc.

A Delaware Corporation located in San Diego, CA 92122