L3 Technologies, Inc.

Employee Assistance Program (EAP)

Effective January 1, 2017
Table of Contents

The Employee Assistance Program (EAP) 1

Eligibility and Participation 2
   Who’s Eligible 2
   Enrolling for Coverage 2
   When Coverage Begins 2
   Cost of Coverage 2

How the Program Works 3
   Counseling Limits 4
   Other Services 4

How to Claim Benefits 5
   How Benefits Can Be Forfeited or Lost 5

Other Information You Should Know 6
   Your Rights as a Patient 6
   Continued Coverage During a Leave of Absence 6
   When Coverage Ends 7
   Extended Coverage 7
   COBRA Continuation Coverage 8
   Continued Coverage During a Military Leave of Absence 13
   Ownership of Benefits 13
   Plan Administration 13
   Compliance With Federal Law 13
   Claims Procedures 14
   Confidentiality of Health Care Information 16
   No Right to Continued Employment 16

Future of the Program 17

Your Rights Under ERISA 18
   Prudent Actions by Program Fiduciaries 18
   Enforcing Your Rights 19
   Assistance With Your Questions 19

Program Facts 20
The Employee Assistance Program (EAP)

L3 Technologies, Inc. ("L3") offers the Employee Assistance Program (the “Program”) to eligible employees in certain business units of L3. Please contact the L3 Benefit Center at 1-866-919-2424 to find out if the Program is offered at your business unit.
Eligibility and Participation

Who’s Eligible

**Employees.** All L3 employees at participating business units are eligible to participate in the Program.

**Dependents.** Your eligible dependents may participate in the Program. For purposes of the Program, your eligible dependents include:

- Your spouse and/or dependent children, as defined in the SPD for your L3-sponsored medical plan;
- Your spouse or “significant other,” whether or not such individual constitutes an eligible dependent under your L3-sponsored medical plan; and
- Any other person permanently residing with you, whether or not such individual constitutes an eligible dependent under your L3-sponsored medical plan or is a spouse or “significant other,” as referenced above.

Please note that eligibility for this Program is much broader than eligibility for other L3-sponsored health and welfare benefit plans (e.g., medical plans). Eligibility for this Program does not mean an individual is eligible for any other Company-sponsored health or welfare benefit plan. Refer to each Plan’s Summary Plan Description booklet for the eligibility provisions that apply to that Plan.

Enrolling for Coverage

Participation in the Program is automatic. You do not need to enroll to have coverage.

When Coverage Begins

Coverage begins on your first day at work.

Cost of Coverage

L3 pays the full cost of coverage.
How the Program Works

The Employee Assistance Program—also known as LifeMatters—provides confidential telephone and in-person pre-diagnostic assessment and counseling to participants who need assistance with work/life problems, including:

• symptoms of depression, stress and anxiety
• marital, relationship and family problems
• grief and loss
• child and elder care concerns
• financial and legal consultations
• senior care issues
• crisis intervention and trauma response
• symptoms of substance abuse.

Counselors are available via telephone 24 hours a day, 365 days a year. Your counselor will work with you to locate appropriate treatment resources and can refer you for short-term in-person EAP counseling, if necessary.

The Program is provided by Empathia, Inc., an independent consultation firm. Your use of the Program and any information you share is confidential, except when your safety or the safety of another individual may be at risk.

Pre-diagnostic assessment, counseling (telephone and in-person) and referral services are all provided exclusively by counselors affiliated with, or retained by, Empathia. The Program does not permit you to select your own counselor; you must use a counselor provided by Empathia.

The benefits under the EAP are not coordinated with benefits under any L3 medical plan, as follows:

• Participants in L3 medical plans are not required to use and exhaust benefits under the EAP (i.e., making the EAP a gatekeeper) before an individual is eligible for benefits under the other group health plans;
• Participant eligibility for benefits under the EAP is not dependent upon participation in another group health plan;
• No employee premiums or contributions are required as a condition of participation in the EAP. The Program is free of charge to the individuals; and
• There is no cost-sharing under the EAP.

To access counseling services, contact Empathia at 1-800-634-6433.
Counseling Limits

In-person assessment and evaluation, counseling and short-term EAP counseling are provided as deemed appropriate by the counselor according to clinical standards established by Empathia, up to a limit of five sessions per case. There is no limit on the number of telephone counseling sessions to which you are entitled, except as deemed appropriate by the counselor under the clinical standards established by Empathia.

Other Services

In addition to telephone and in-person counseling, the Program provides a variety of other assistance services, including but not limited to the following:

- **Senior Care services** to assist you in caring for a loved one, including in-home assessments, facility evaluations, family consultations and ongoing senior care management services.

- **Breaking Free smoking cessation program** for helping you quit smoking through counseling sessions with a “quitting coach” and other resources.

- **Life care resources and referrals** for child care providers and needs, health and wellness and other work/life balance concerns.

- **Financial consultation** with a certified financial counselor for debt management and consolidation, budgeting, credit report review or correction, information on mortgages/loans/other financial arrangements and college or retirement planning.

- **Legal consultation** (over the phone or in-person) for consumer law, traffic citations, family law, estate planning and other personal law issues.

In addition, the Program provides online self-assessments for concerns including adaptation to change, stress, symptoms of alcohol and drug abuse, and symptoms of anxiety and/or depression.

For more information, call Empathia at 1-800-634-6433 or visit them online at www.mylifematters.com (password: L3T1). From overseas, call collect to 1-262-574-2500.
How to Claim Benefits

Claim forms are not required for services under the Program. However, if you feel for some reason that you have a right to a benefit under the Program that has not been provided to you, you can make a claim for benefits. To do so, you must submit a written claim for the benefit to the Program Administrator at the address below:

Empathia, Inc.
N17 W24100 Riverwood Drive
Suite 300
Waukesha, WI 53188

How Benefits Can Be Forfeited or Lost

Benefits can be forfeited or lost under certain situations. Most of these are also described in other sections. However, benefit payments also may be forfeited or lost if your claim for benefits and appeals are denied and you do not start legal action to recover benefits under the Plan within two years of the date the initial claim for benefits was filed with Empathia.

You should know that benefits are not payable for expenses that dependents may have after they become ineligible for any reason including but not limited to age, divorce or legal separation.
Other Information You Should Know

This Summary Plan Description (SPD) describes the benefits that are offered under the L3 Employee Assistance Program (the “Program”) and the steps you must follow to take full advantage of the Program. The previous sections describe the most important features of the Program; what you’ll find here is important administrative information and facts about your rights as a participant in this Program.

This booklet is the SPD for the Employee Assistance Program. It provides a complete description of the benefits offered under the Program. The Program is part of the L3 Technologies Group Health Plan for Active Participants (“Group Health Plan”). There is an official Plan document for the Group Health Plan. If the terms of this SPD conflict with the terms of the official Plan document for the Group Health Plan, the terms of the Group Health Plan document will govern.

Your Rights as a Patient

You have the right to obtain complete and current information concerning the EAP services you received from any provider in terms that you or your authorized representative easily understands. You also have the right to all information necessary for you to give informed consent before undergoing any EAP services. And you have the right to refuse services to the extent the law allows, in which case you will be advised of the potential consequences of doing so.

Continued Coverage During a Leave of Absence

If you take a leave of absence, you may continue or stop your participation in the Program, according to the procedures established by your business unit. You will be subject to the same rules as an active employee. Contact the L3 Benefit Center for further information.

This section contains important administrative information and facts about your rights as a participant in the Program.
When Coverage Ends

Unless otherwise specified in a collective bargaining agreement (if applicable), your coverage ends at midnight on your last day at work. Coverage would also end at midnight on the date L3 or your business unit stops offering the Program to employees.

Dependent coverage ends when your coverage ends, when a dependent is no longer considered an eligible dependent (as defined on page 2) or if L3 or your business unit stops offering the Program to dependents. Specifically, dependent coverage ends at midnight of the day of the event that disqualifies the individual for coverage, as follows:

- **spouse**: at midnight on the date a divorce or legal separation becomes effective
- **children who are not handicapped**: at midnight on the last day of the month in which the child reaches age 26
- **children who are handicapped**: the date the child is declared to be no longer handicapped or the date you fail to provide Empathia with required proof of the child’s continued handicap, whichever happens first.

You can’t convert this group coverage to an individual policy, but you and/or your enrolled dependent(s) may be eligible for continued coverage through the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). (See page 8.)

Extended Coverage

In certain circumstances, your or your dependents’ coverage under the Program may be extended by L3 past the date it otherwise would end. For example, if you die and have coverage for your dependents, your dependents’ coverage may be continued for a limited period after your death. Similarly, if your employment ends because you become disabled, you may be able to continue your and your dependents’ coverage for a limited period. Any period of coverage continued due to your death or disability will be included as part of the total period of coverage under COBRA. The L3 Benefit Center can give you more information about available coverage extensions.
COBRA Continuation Coverage

Under COBRA, you and your enrolled dependents have the right to elect to continue coverage under the Program if you (or your enrolled dependents) would otherwise lose coverage because of a qualifying event (as shown in the chart below). Each qualified beneficiary has the independent right to elect COBRA coverage. A qualified beneficiary means each person (you, your spouse and your dependents) covered by the Program on the day before a qualifying event, and any child born to you (the employee) or placed for adoption with you while you are covered by COBRA. COBRA coverage is identical to the coverage provided to similarly situated active employees. You may elect (but you may not waive) COBRA continuation on behalf of your spouse, as long as your spouse is a qualified beneficiary. Parents may elect COBRA continuation coverage on behalf of their dependent children, as long as the dependent children are qualified beneficiaries.

Please note: The explanation of COBRA in this section is not intended to give you or your enrolled dependents any rights to COBRA that are not otherwise required by law.

The following chart shows the qualifying events and the periods of eligibility for COBRA continuation coverage:

| If You Lose Coverage Because... | These People Would Be Eligible for COBRA Coverage... | For Up to...
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Your employment terminates for reasons other than gross misconduct</td>
<td>You and your eligible dependents</td>
<td>18 months*</td>
</tr>
<tr>
<td>You become ineligible due to reduced work hours</td>
<td>You and your eligible dependents</td>
<td>18 months*</td>
</tr>
<tr>
<td>You die</td>
<td>Your eligible dependents</td>
<td>36 months</td>
</tr>
<tr>
<td>You divorce or legally separate</td>
<td>Your eligible dependents</td>
<td>36 months</td>
</tr>
<tr>
<td>Your dependent children no longer qualify as dependents</td>
<td>Your eligible dependent children</td>
<td>36 months</td>
</tr>
<tr>
<td>You become entitled to Medicare</td>
<td>Your eligible dependents</td>
<td>36 months</td>
</tr>
</tbody>
</table>

* Continued coverage for up to 29 months from the date of the initial event may be available to those who, during the first 60 days of continuation coverage, become totally disabled within the meaning of Title II or Title XVI of the Social Security Act. These additional 11 months are available to employees and enrolled dependents if notice of disability is provided to ADP, the COBRA Administrator, before the 18-month continuation period runs out and within 60 days of the date of the Social Security Administration’s determination notice (or the date of the qualifying event or the date coverage was or would be terminated as a result of the qualifying event, whichever is latest).

Please note that entitlement to Medicare means you are eligible for and enrolled in Medicare. Also note that if you are entitled to Medicare at the time that your employment terminates or you become ineligible due to a reduction in hours and your Medicare entitlement began less than 18 months before the applicable qualifying event, your dependents will be eligible for up to 36 months of COBRA after the date of Medicare entitlement.

If you or your dependents receive an L3-subsidized extension of coverage after you terminate employment, the coverage extension will be credited against the applicable COBRA coverage period (18, 29 or 36 months) shown in the chart above.
Extension of 18-month COBRA coverage period for disability. If you’re a qualified beneficiary who has COBRA continuation coverage because of termination of employment or reduction in hours, you and each enrolled member of your family can get an extra 11 months of COBRA coverage if you become disabled. (That is, you can get up to a total of 29 months of COBRA coverage.) To qualify for additional months of COBRA coverage, you must have a Notice of Award from the Social Security Administration that your disability began before the 61st day after your termination of employment or reduction in hours, and your disability must last at least until the end of the COBRA coverage period that would have been available without the extension.

To elect extended COBRA coverage, you must send a copy of the Social Security Administration’s determination to ADP, the COBRA Administrator, within 60 days of the date of the Social Security Administration’s determination notice (or the date of the qualifying event or the date coverage was or would be terminated as a result of the qualifying event, whichever is latest). In addition, your notification to ADP must occur within 18 months after your termination of employment or reduction in hours. If you do not notify ADP in writing within the 60-day (and 18-month) period, you will lose your right to elect extended COBRA continuation coverage.

Extension of 18-month COBRA coverage period for your spouse or dependent children due to a second qualifying event. If your spouse or dependent children have COBRA continuation coverage because of your termination of employment or reduction in hours, they can get up to an extra 18 months of COBRA coverage if they have a second qualifying event. (That is, they can get up to a total of 36 months of COBRA coverage.) This extended COBRA coverage is available to your spouse and dependent children if the second qualifying event is your death, divorce or legal separation. The extension is also available to a dependent child whose second qualifying event occurs when he or she stops being eligible under the Program as a dependent child.

To elect extended COBRA coverage in all of these cases, you must notify ADP of the second qualifying event within 60 days after the second qualifying event (or the date that benefits would end under the Program as a result of the first qualifying event, if later). If you do not notify ADP in writing within the 60-day period, you will lose your right to elect additional COBRA continuation coverage.

Notification. In general, the L3 Benefit Center is responsible for notifying ADP if you or your dependents become eligible for COBRA continuation coverage because of your death, termination of employment, reduction in hours of employment or Medicare entitlement. The notification must be made within 30 days after the qualifying event.

Under the law, you or your enrolled dependent is responsible for notifying ADP in writing of your divorce, legal separation or a child’s loss of dependent status. The notification must be made within 60 days after the qualifying event (or the date on which coverage would end because of the qualifying event, if later).

A disabled qualified beneficiary must notify ADP in writing of a disability determination by Social Security within 60 days after such determination (or the date of the qualifying event or the date coverage was or would be terminated as a result of the qualifying event, whichever is latest) and within the initial 18 months of COBRA coverage.
You or your family member can provide notice on behalf of yourself as well as other family members affected by the qualifying event. The written notice of the qualifying event should be sent to ADP, at the address shown on page 12, and should include the following:

- Date written notice is submitted (month/day/year)
- Employee’s name
- Employee’s Social Security number/ID number
- Reason for loss of coverage
- Loss of coverage date (month/day/year)
- Spouse/dependent’s name
- Spouse’s Social Security number/ID number
- Spouse/dependent’s address
- Spouse/dependent’s telephone number
- Spouse/dependent’s gender
- Spouse/dependent’s date of birth (month/day/year)
- Spouse/dependent’s relationship to employee
- Spouse/dependent’s employer’s name.

If you do not notify ADP in writing within the applicable 60-day period or you do not follow the procedures prescribed for notifying ADP, you will lose your right to elect COBRA continuation coverage.

**COBRA enrollment.** Within 14 days after ADP is notified that a qualifying event has occurred, they will send you an election form and a notice of your right to elect COBRA. (If you do not receive this notification, please contact the L3 Benefit Center.) To receive COBRA continuation coverage, you must elect it by returning a completed COBRA election form to ADP within 60 days after the date of the notice of your right to elect COBRA (or within 60 days after the date you would lose coverage, if later).

If you make this election and pay the required premium within the required deadlines, COBRA coverage will become effective on the day after coverage under the Program would otherwise end. If you do not elect COBRA, your coverage under the Program will end in accordance with the provisions listed under **When Coverage Ends**, page 7.

Instead of electing COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace or Medicaid. You may also be eligible for a “special enrollment period” in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse’s employer) within 30 days after your group health coverage ends because of the qualifying events listed in the chart on page 8. You will also have the same special enrollment right at the end of your COBRA coverage if you take COBRA coverage for the maximum time available to you. Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.
**Adding a dependent after COBRA coverage begins.** If a child is born to you (the employee) or placed for adoption with you while you are covered by COBRA, you can add the child to your coverage as a qualified beneficiary with independent COBRA rights. In addition, each qualified beneficiary covered by COBRA may add dependents in the same manner as an active employee, but such dependents are not qualified beneficiaries.

**Cost of coverage.** As provided by law, you and/or your enrolled dependents must pay the full cost of coverage plus 2% for administrative expenses for the full 18- or 36-month period. For a disabled person who extends coverage for more than 18 months, the cost for months 19–29 is 150% of L3’s cost for the coverage. Since the cost to L3 may change during the period of your continuation coverage, the amount charged to you may also change annually during this period.

**Time for payment.** You must send the initial payment for COBRA coverage to ADP within 45 days of the date you first notify ADP that you choose COBRA coverage. (A U.S. Post Office postmark will serve as proof of the date you sent your payment.) You must submit payment to cover the number of months from the date of regular coverage termination to the time of payment (or to the time you wish to have COBRA coverage end).

After your initial payment, all payments are due on the first of the month. You have a 30-day grace period from the due date to pay your premium. If you fail to pay by the end of the grace period, your coverage will end as of the last day of the last fully paid period. Once coverage ends, it cannot be reinstated. To avoid cancellation, you must send your payment on or before the last day of the grace period. (Again, a U.S. Post Office postmark will serve as proof.) Please note that if your check is returned unpaid from the bank for any reason, that may prevent your COBRA premiums from being paid on time and may result in cancellation of coverage.

**When COBRA continuation coverage ends.** COBRA continuation coverage ends automatically on the last day of the month in which the earliest of the following dates falls:

- the date the maximum coverage period ends
- the last day of the period for which the person covered under COBRA made a required premium payment on time
- the date after the election of COBRA that the person covered under COBRA first becomes covered under another group medical plan
- the first of the month that begins more than 30 days after the date the person whose disability caused the extension of coverage to 29 months is no longer disabled (based on a final determination from the Social Security Administration)
- the date the Program is terminated and L3 and all of its business units provide no other EAP coverage.

In addition, COBRA continuation coverage normally will end when the person covered under COBRA first becomes entitled to Medicare.

If continuation coverage ends before the end of the maximum coverage period, ADP will send you a written notice as soon as practicable following their determination that continuation coverage will terminate. The notice will set out why continuation coverage will be terminated early, the date of termination, and your rights, if any, to alternative individual or group coverage.
COBRA continuation coverage cannot under any circumstances extend beyond 36 months from the date of the qualifying event that originally made you or a dependent eligible to elect COBRA.

Once COBRA continuation coverage ends for any reason, it cannot be reinstated.

You must notify ADP if:

- you have a divorce or legal separation
- you, your spouse or an eligible enrolled dependent has a change of address
- you, your spouse or your dependent becomes entitled to Medicare
- your dependent child is no longer eligible
- you or a dependent ceases to be disabled, as determined by the Social Security Administration.

If you don’t notify ADP in a timely manner that any of the above events has occurred, you may lose COBRA coverage.

**COBRA Administrator.** The COBRA Administrator for the Program is:

ADP Continuation Services  
P.O. Box 34640  
Louisville, KY 40232-4640  
Phone: 1-877-324-4644

All notices to ADP must be in writing and sent to ADP at this address. Any notice that you send must be postmarked by the U.S. Post Office no later than the last day of the required notice period. The notice must state the name of the Program under which you request COBRA continuation coverage, your name and address, the name and address of each qualifying beneficiary, the qualifying event and the date it happened. If the qualifying event is a divorce or legal separation, you must include a copy of the divorce decree or legal documentation of the legal separation. Other applicable documentation (such as birth certificates or adoption papers) may also be required.

**Unavailability of coverage.** If you or your enrolled dependent has notified ADP in writing of your divorce, legal separation or a child’s loss of dependent status, or a second qualifying event, but you or your enrolled dependent is not entitled to COBRA, ADP will send you a written notice stating the reason why you are not eligible for COBRA. This notice will be provided within the same time frame the Program follows for election notices.

**If you have questions.** If you have any questions about your COBRA continuation coverage, contact ADP or the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory. Addresses and phone numbers of EBSA offices are available at www.dol.gov/ebsa.

To protect your family’s rights to COBRA coverage, keep the L3 Benefit Center informed of any changes of address for you and your family members.
Continued Coverage During a Military Leave of Absence

If you are on a military leave of absence, your and your dependents’ coverage under the Program will continue in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). You may request a copy of L3’s USERRA policy from your Human Resources Department.

Ownership of Benefits

The benefits described here are exclusively for Program participants and, if applicable, their eligible enrolled dependents. These benefits cannot be sold, transferred or assigned for any reason (except as provided by law).

Plan Administration

L3 Technologies, Inc., as the Plan Administrator, is responsible for the administration of the Program. The L3 Benefit Center and L3’s Human Resources Department act on behalf of the Plan Administrator and are responsible for routine Program administration and answering questions about eligibility and coverage. The Plan Administrator has the full and complete discretionary authority and responsibility to administer the Program and may delegate any or all of its authority and responsibility to any individuals or entities.

The Plan Administrator has delegated to Empathia the discretionary authority and responsibility to determine claims for benefits under the Plan. Empathia has the full and complete discretionary authority and responsibility to decide whether you are entitled to benefits under the Plan.

If conflicts arise. The L3 Benefit Center, the L3 Human Resources Department and Empathia will always try to give you the most complete and accurate information regarding the Program. If there is a conflict between the information you receive from Empathia, the L3 Benefit Center or L3’s Human Resources Department and the terms of this Summary Plan Description, the terms of this Summary Plan Description will prevail. If there is a conflict between the information in this Summary Plan Description and the Plan document, the terms of the Plan document will prevail.

Compliance With Federal Law

The Program is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA), the Internal Revenue Code (the “Code”) and certain other federal law. In general, ERISA preempts state law that relates to group medical plans subject to ERISA.

The Program will be construed and administered in accordance with ERISA, the Code and other applicable federal law, in all respects.
Claims Procedures

If you feel for some reason that you have a right to a benefit under the Program that has not been provided to you, you can make a claim for benefits, as described on page 5. Below is a summary of how claims for benefits will be handled.

Timing of Initial Claim Approval or Denial

<table>
<thead>
<tr>
<th>Action</th>
<th>Time Frame</th>
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<tbody>
<tr>
<td>Empathia will notify you of claim approval or denial</td>
<td>Within 90 days after claim is received</td>
</tr>
<tr>
<td>Empathia will notify you if an extension is required</td>
<td>Within 90 days after claim is received</td>
</tr>
<tr>
<td>If an extension is needed, Empathia will notify you of</td>
<td>Within 90 days after the end of the initial 90-day claim decision time frame</td>
</tr>
<tr>
<td>claim approval or denial</td>
<td></td>
</tr>
</tbody>
</table>

Timing of Appeal Decision

<table>
<thead>
<tr>
<th>Action</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>You may appeal an adverse decision to Empathia</td>
<td>Within 180 days after the date you were notified</td>
</tr>
<tr>
<td>Empathia will notify you about the appeal decision</td>
<td>Within 60 days after appeal is received</td>
</tr>
<tr>
<td>Empathia will notify you if an extension is needed</td>
<td>Within 60 days after the appeal is received</td>
</tr>
<tr>
<td>If an extension is needed, Empathia will notify you of</td>
<td>Within 60 days after the end of the initial 60-day appeal decision time frame</td>
</tr>
<tr>
<td>the appeal decision</td>
<td></td>
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</tbody>
</table>

Timing of initial claim approval or denial. Empathia will decide your claim within a reasonable period of time after the date it first receives the claim, but no later than 90 days after receipt, unless Empathia determines that special circumstances require an extension of time. In case of such an extension, written notice will be provided to you. In no event will the extension be more than 90 days from the end of the initial 90-day period.

For purposes of these deadlines, a written claim for benefits will be treated as received on the date it is hand-delivered to Empathia’s address, or on the date that it is deposited in the U.S. Mail for first-class delivery in a properly stamped envelope containing Empathia’s name and address, as shown on page 5. The postmark on any such envelope will be proof of the date of mailing.

Contents of claim denial notice. In the event that Empathia denies your claim, it will notify you of its decision in writing. The notification will include the following items of information:

- a statement of the specific reason(s) for the adverse decision;
- reference to the specific Program provision(s) on which the decision is based (such as a provision of this Summary Plan Description);
- a description of any additional material or information necessary to perfect the claim and why such material or information is necessary; and
- a description of the review procedures (as described below), and the related time limits, and certain other rights.
Your right to appeal. You have the right to appeal an adverse decision under these claims procedures by submitting a written request for review to Empathia at the address on page 5. However, you must do so within 180 days after you receive written notification of the initial denial of your claim. Failure to comply with this important 180-day deadline may forfeit your right to any further review of the adverse decision. A written request for review will be treated as received on the date it is hand-delivered to Empathia’s address or on the date that it is deposited in the U.S. Mail for first-class delivery in a properly stamped envelope containing Empathia’s name and address, as shown on page 5. The postmark on any such envelope will be proof of the date of mailing.

You have the right to submit documents, written comments, or other information in support of your appeal. The review will take into account all information submitted by you, whether or not presented or available at the initial benefit decision. Empathia will give no deference to the initial benefit decision.

In order to help you formulate your appeal, you will be given, on request and free of charge, reasonable access to and copies of all documents, records and other additional information relevant to your claim.

Approval or denial of appeal. Empathia will decide your appeal of a claim within 60 days after it receives your written request for review (as described above), unless Empathia determines that special circumstances require an extension of time. In case of such an extension, written notice will be provided to you. In no event will the extension be more than 60 days from the end of the initial 60-day period.

Written notification of the decision on appeal will be provided to you, whether or not the decision is adverse. The written notification will include the following:

• the specific reason(s) for the appeal decision;

• reference to the specific Program provision(s) on which the decision is based (such as a provision of this Summary Plan Description);

• a statement indicating entitlement to receive on request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and

• certain other information that may be required under federal employee benefits law, such as your right to contact your local U.S. Department of Labor office.

If you have questions about these claims procedures, please contact Empathia.

Legal action. You must follow these claims procedures completely, which require an appeal to Empathia before you can take legal action. Any legal action for benefits under the Program must be started within two years of the date that an initial claim for benefits was filed with Empathia.
Confidentiality of Health Care Information

The L3 EAP Program is required to protect the confidentiality of your private health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules issued by the U.S. Department of Health and Human Services. The official HIPAA Privacy Notice, which is distributed to all Program participants, is summarized here.

The intent of HIPAA is to make sure that private health information that identifies (or could be used to identify) you is kept private. This individually identifiable health information is known as “protected health information” (PHI). The Program will not use or disclose your PHI without your written authorization except as necessary for treatment, payment, Program operations and Program administration, or as permitted or required by law. In particular, the Program will not, without your written authorization, use or disclose PHI for employment-related actions and decisions or in connection with benefits under another employee benefit plan.

The Program also hires professionals and other companies to advise the Program and help administer and provide health care benefits. The Program requires these individuals and organizations, called “Business Associates,” to comply with HIPAA’s privacy rules. In some cases, you may receive a separate notice from one of the Program’s Business Associates (for example, Empathia, the Program’s Claims Administrator). That notice will describe your rights with respect to benefits administered by that individual/organization.

Under federal law, you have certain rights where your PHI is concerned, including certain rights to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, change or correct the information. You have the right to request reasonable restrictions on disclosure of information about you, and to request confidential communications. You also have the right to file a complaint with the Program or with the Secretary of the Department of Health and Human Services, if you believe your rights have been violated.

If you have questions about the privacy of your health information or if you would like a copy of the official HIPAA Privacy Notice, please contact the L3 Benefit Center.

No Right to Continued Employment

Your eligibility or right to benefits under the Program does not confer any legal right to continued employment by L3 or any of its business units. L3 and each business unit at all times retain the right to discharge any employee at any time, for any reason.
Future of the Program

L3 intends to continue the Program indefinitely, but reserves the right to change, terminate, suspend, withdraw, amend or modify the Program at any time, in any manner, at L3’s sole discretion, by action of the Vice President, Human Resources of L3 Technologies, Inc., subject to applicable collective bargaining agreements. Any change, termination, suspension, withdrawal, amendment or modification of benefits will be based solely on the decisions of L3 and may apply to active employees, employees covered through COBRA, future retirees and current retirees as either separate groups or as one group. You will be notified of any change; however, the change may be effective before any notice is given to you.

Contribution rates are established by the Vice President, Human Resources of L3 Technologies, Inc. and may change each Plan Year, subject to applicable collective bargaining agreements.
Your Rights Under ERISA

As a participant in the Program, you are entitled to the following rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA).

ERISA provides that you will be entitled to receive information about your Program and benefits, as follows:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work sites and union halls, all documents governing the Program, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan Administrator with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Program, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description (SPD). The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Program’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

ERISA also provides that you will be entitled to continue group health plan coverage for yourself, your spouse and your dependents if there is a loss of coverage under the Program because of a qualifying event. You or your dependents may have to pay for such coverage. You should review this SPD and the documents governing the Program for the rules governing your COBRA continuation coverage rights.

Prudent Actions by Program Fiduciaries

In addition to creating rights for Program participants, ERISA imposes duties upon the people who are responsible for the operation of the Program. The people who operate the Program, called “fiduciaries” of the Program, have a duty to do so prudently and in the interest of you and other Program participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.
Enforcing Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision, without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Program documents or the latest annual report from the Program and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court after you have followed the Program’s claims and appeals procedures. In addition, if you disagree with the Program’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that Program fiduciaries misuse the Program’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Program, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210. You can get publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. To visit the Department of Labor’s website, go to www.dol.gov.
## Program Facts

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<tr>
<th><strong>Plan Name</strong></th>
<th>L3 Technologies Group Health Plan for Active Participants</th>
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| **Employer and Plan Sponsor** | L3 Technologies, Inc.  
600 Third Avenue  
New York, NY 10016  
1-212-697-1111 |
| **Employer Identification Number** | 13-3937436 |
| **Plan Number** | 501 |
| **Plan Administrator and Named Fiduciary** | L3 Technologies, Inc.  
c/o Vice President, Human Resources  
600 Third Avenue  
New York, NY 10016  
1-212-697-1111 |
| **Agent for Service of Legal Process** | Process may be served upon the Plan Administrator at the address indicated above |
| **Plan Year** | January 1–December 31 |
| **Type of Plan** | Employee Assistance Program (EAP) |
| **Type of Administration** | The Plan includes self-insured and insured programs. This summary describes the L3 Employee Assistance Program administered under an administrative services contract with Empathia, Inc.  
N17 W24100 Riverwood Drive  
Suite 300  
Waukesha, WI 53188  
1-800-634-6433  
www.mylifematters.com |
| **Plan Records** | The records of the Plan are maintained on a calendar-year basis. |
| **Plan Funding** | L3 pays the full cost of coverage. |