



The Employee Assistance Program

This is the Summary Plan Description (“SPD”) for the TW Ventures Inc. Employee Assistance Program (the “Program” or “EAP”). The SPD includes information about the employee assistance coverage available to eligible Tier 1 and Tier 2 employees of [Participating Employers](#). The SPD also serves as the official Program document.

This SPD describes the major provisions of the Program as in effect on January 1, 2021 (except as otherwise noted), and provides information [participants](#) are legally entitled to know. Generally, the terms “you” and “your” as used in this SPD refer to a Tier 1 and Tier 2 employee of a [Participating Employer](#) who meets all the eligibility and participation requirements under the Program. Receipt of this Summary Plan Description does not guarantee that the recipient is a [participant](#) under the Program and/or otherwise eligible for benefits under the Program. See the “[Who’s Eligible](#)” section of this SPD to determine if you are eligible to participate in the Program.

This Summary Plan Description

The information in this Summary Plan Description applies to eligible Tier 1 and Tier 2 employees of [Participating Employers](#). This summary tries to explain [Program](#) provisions in everyday language, but you will come across linked words and phrases that have specific meanings within the context of the Program. Click the links for the definitions of these terms, which are also available in “[Key Terms and Definitions](#).” Also, be sure to read “[Other Information You Should Know](#),” and “[Your Rights Under ERISA](#)” for important administrative guidelines and facts about your rights under applicable law and the Program.

TW Ventures Inc. or any successor reserves the right to amend, modify, suspend or terminate the Program or any coverage option offered under the Program, in whole or in part, at any time and for any reason, by action of TW Ventures Inc.. Please note that the Program does not create an employment contract between you and your [Participating Employer](#), and does not give you any right, expressed or implied, of continued employment with your Participating Employer.

Who’s Eligible

Employees. The Program offers EAP services to eligible employees and their dependents. To determine whether you are an eligible employee, here are the basic questions you’ll need to answer:

- ▶ **Do you work for a Participating Employer?** You must be a non-union, active fulltime employee, you must work for a [Participating Employer](#) and you must be paid through Cast & Crew. If you work for a Participating Employer that is affiliated with Telepictures, you are considered a Tier 1 eligible employee. If you work for a Participating Employer that

is affiliated with Warner Horizon, WAG Pictures Inc. or TV Affiliates, you are considered a Tier 2 eligible employee. For a list of the Participating Employers, visit the benefits website at tpbenefits.com, www.warnerhorizon.com/benefits, www.wagbenefits.com, www.benefitsfortvhires.com or contact the TW Ventures Inc. Benefits Department at (818) 640-9437 for more information.

- ▶ **Do you work the required number of hours?** You must be regularly scheduled to work at least 30 hours per week.
- ▶ **Are you a resident of a U.S. territory?** If you are a resident of a U.S. territory, for example, the Commonwealth of Puerto Rico, you are not eligible for any benefits under this Program.

Dependents. When you become a [participant](#), your dependents are automatically covered under the Program. Your dependents include your [spouse](#) or [domestic partner](#), your children and other persons who affect you, including, without limitation, significant others, blended family members, and anyone in your personal life who relies on you for physical and/or financial support.

Enrollment

You and your dependents are automatically enrolled in the Program on your “eligibility date.” Your eligibility date is the first day of the month following 30 continuous days of employment. This Summary Plan Description describes the employee assistance coverage that you and your eligible dependents will be able to access as a [participant](#), including EAP services, legal and financial services and work/life resource and referral services.

Paying for Your Coverage

Your [Participating Employer](#) pays the full cost of your coverage under this [Program](#). You are not required to make worker contributions.

When Coverage Begins

Coverage for you and your dependents starts on your eligibility date as described in “[Enrollment](#)” above.

What Happens During a Leave of Absence

Coverage continues while you are on an approved paid or unpaid leave of absence (including illness leave and/or a leave that qualifies under the Family and Medical Leave Act (FMLA)).

Military leave. Coverage generally continues while you are on National Guard or Reserve Corps duty, fulfilling routine, periodic service obligations. If you are called into active military service, coverage under this Program will continue for yourself and your [dependents](#) for the duration of a qualified military leave, as defined by the Uniformed Services Employment and Reemployment Rights Act (USERRA). Contact the TW Ventures Inc. Benefits Department at (818) 640-9437 for more information about your options during a qualified military leave.

Family and medical leave. Your [Participating Employer](#) complies with, and in some cases exceeds the obligations of, the Family and Medical Leave Act (FMLA) and similar state and local laws. If you have been employed by your Participating Employer for at least 12 months and have worked 1,250 hours or more within a 12-month period, you remain covered by the Program if you go on leave which is designated as FMLA leave during any 12-month period as a result of your own serious medical condition; to care for a new child (including a newly adopted or newly placed foster care child); to care for an immediate family member who has a serious health condition; for certain covered activities if your spouse, domestic partner, son, daughter or parent is on active duty (or has been notified of a call or order to active duty) in the U.S. Armed Forces and is deployed to a foreign country; or for other reasons designated by the FMLA. In addition, you remain covered by the Program if you go on an unpaid leave for up to 26 weeks during a 12-month period in order to care for your spouse, domestic partner, son, daughter, parent or next of kin who is a covered service member of the U.S. Armed Forces who is injured in the line of active duty (or a veteran who was a member of the U.S. Armed Forces at any time during the five-year period preceding the date on which the veteran undergoes medical treatment, recuperation or therapy for an injury incurred in the line of active duty). During FMLA

leave or leave under similar applicable state or local family and medical leave laws, your Participating Employer will continue to pay the cost of coverage. Please contact the TW Ventures Inc. Benefits Department at (818) 640-9437 for more information about your Program coverage during a leave of absence.

When Coverage Ends

For you. Your coverage under this Program ends on the earliest of the following dates:

- ▶ The date your coverage is terminated by amendment of the Plan, by whole or partial termination of the Plan, by termination of an insurance contract or agreement, or by discontinuance of contributions by your Participating Employer;
- ▶ The end of the month in which you cease to be employed in one of the eligible tiers. This includes your death or termination of active employment; or
- ▶ The date you are no longer eligible for an approved paid or unpaid leave of absence (including illness leave and/or a leave that qualifies under the Family and Medical Leave Act (FMLA)) and you have not returned to work.

For your dependents. Coverage for your dependents ends when your coverage ends.

Employee Assistance Program Coverage

This section describes the services covered by the [Program](#) – self-referral services and workplace assistance services. These services are intended to provide you and your dependents with resources to confidentially address personal and workplace challenges. You may access these services 24 hours a day, 365 days a year, by contacting the EAP Administrator at 1-800-833-8707, and/or by accessing their dedicated website at www.myccaonline.com (company code: warnermmedia).

SELF-REFERRAL PROGRAM

The self-referral program gives you and your dependents the opportunity to meet with an [EAP Counselor](#) by telephone, video and/or face-to-face counseling sessions. Some of the areas in which an [EAP Counselor](#) might be able to offer assistance include: emotional health issues (for example, relationships, life transitions, grief and loss, anxiety and depression and substance abuse); family and caregiving issues (for example, child care, elder care, adoption, education, special needs, new parent resources and life stages); and everyday living issues (for example, household needs, pet care, travel and leisure, volunteer opportunities and community resources). When you self-refer, telephone and video support are available 24 hours a day, seven days a week, 365 days a year, but face-to-face counseling services are subject to a limitation - the Program provides up to five (5) face-to-face counseling sessions with an [EAP Counselor](#) per unique issue.

WORKPLACE ASSISTANCE PROGRAM

The workplace assistance program provides additional support services to Company human resource, employee relation and labor relation personnel. These services are available 24 hours a day, seven days a week, 365 days a year. One call connects Company personnel with a team of experts who can provide support and assistance on workplace issues, including managing aberrant workplace behavior and handling performance issues, scripting and role-playing difficult feedback and developing and executing action plans for performance improvement. Examples of aberrant workplace behavior include excessive absenteeism, behavioral health concerns (including threats of violence and suicidal statements), insubordination and anger management, substance abuse and other inappropriate workplace behaviors.

The workplace assistance program also allows Company human resource, employee relation and labor relation personnel to refer employees with performance or behavioral issues to an [EAP Counselor](#) at various times in the managerial/disciplinary process. Once a referral is made, an [EAP Counselor](#) will regularly communicate information regarding the employee's cooperation and progress to designated human resources, employee relations and/or labor relations personnel, provided that a Release of Information form has been signed by the referred employee giving permission for communications with designated personnel. When an employee is referred, the Program provides up to eight (8) face-to-face counseling sessions with an [EAP Counselor](#).

Finally, the workplace assistance program also provides workplace disruption support. These services can help managers and supervisors prepare, prevent, respond and recover from challenging workplace disruptions such as organizational change, reductions in force, accidents, violence, disasters or death.

What Services Are Not Covered

The Program covers only the services specifically listed above. If you have any questions about whether a particular service is covered, please contact the [EAP Administrator](#).

An Important Note About Confidentiality

The Program and the [EAP Administrator](#) are committed to protecting your privacy and the privacy of your eligible dependents. When you voluntarily access EAP services, the Company will not be informed of your participation. What goes on between you and your [EAP Provider](#) is strictly confidential, and your communications are protected in accordance with federal and state laws and professional standards of confidentiality. Generally, if anyone else requests information about you or your utilization of EAP services, your approval must be obtained to release that information. Please note, however, that an [EAP Provider](#) is required by law to notify authorities in situations involving child abuse, elder abuse or a professional determination that the patient is a threat to personal safety.

Other Information You Should Know

Amendment or Termination of the Program

TW Ventures Inc., or any successor, reserves the right to amend, modify, suspend or terminate the [Program](#) or any coverage offered hereunder, in whole or in part, at any time and for any reason, by action of TW Ventures Inc.

Compliance with Federal Law

The [Program](#) is governed by regulations and rulings of the Internal Revenue Service and the Department of Labor, and applicable current federal laws. The Program will always be construed to comply with these regulations, rulings and laws. Generally, federal law “pre-empts” (that is, takes precedence over) state law.

Ownership of Benefits

The benefits described in this Summary Plan Description are exclusively for Program [participants](#) or their dependents. Program benefits cannot be sold, transferred or assigned for any reason except as provided by law.

Program Administration

Your benefits as a [participant](#) in the Program are provided under the terms of this Summary Plan Description and the insurance policies and/or contracts, if any, issued to the [Company](#) or a Participating Employer. The Program is maintained for the exclusive benefit of Program [participants](#) and their dependents. The [Program Administrator](#) has exclusive authority and sole and absolute discretion to interpret the Program to determine eligibility for Program coverage, and to make any factual determinations, resolve factual disputes, and decide all matters in connection with the interpretation, administration and operation of the Program in order to determine eligibility for Program coverage.

The applicable [EAP Administrator](#) has complete authority and sole and absolute discretion to interpret the Program, to make factual determinations, to resolve factual disputes, and decide all matters in connection with the interpretation, administration and operation of the Program in order to determine whether you have incurred a covered service or benefit under the Program and to determine the amount of, and administer the payment of, any such benefits under the Program.

Benefits will be paid under the Program only if the [Program Administrator](#) or the [EAP Administrator](#), as appropriate, determines in its discretion that the claimant is entitled to them. Decisions of the [Program Administrator](#) and the [EAP Administrator](#) will be conclusive and binding upon all similarly situated individuals having an interest in the Program. Please note that no other person or group has any authority to interpret the terms of the Program (including this Summary Plan Description and any other documents describing the Program) or to make any promises to you about them.

Contacts

Your contact for Program information is the TW Ventures Inc. Benefits Department at (818) 640-9437.

Your contact for claiming benefits is the [EAP Administrator](#).

Health Information Privacy

The Health Insurance Portability and Accountability Act of 1996 and its applicable regulations (HIPAA) is a federal law that, in part, requires certain plans to protect the privacy and security of your confidential health information. Pursuant to the HIPAA privacy rules, the Program will not use or disclose your protected health information without your authorization, except for purposes of treatment, payment, healthcare operations, program administration, or as required or permitted by law. A description of the Program’s uses and disclosures of your protected health information and your rights and protections under the HIPAA privacy rules is set forth in the notice of privacy practices, which has been furnished to you. You can receive another copy of the Program’s notice of privacy practices by contacting the [Program Administrator](#). If you work in California, you may also receive a notice of privacy practices from your [EAP Administrator](#) (or a California affiliate of your [EAP Administrator](#)).

Program Facts

Program Name:	The TW Ventures Inc. Employee Assistance Program
Type of Program:	This Summary Plan Description describes the EAP coverage available to eligible workers of the Company.
Program Sponsor:	TW Ventures Inc. 3500 West Olive Avenue, Suite 1000 Burbank, CA 91505 (818) 640-9437
Employer Identification Number:	13-3719008
Program Number:	503
Program Administrator and Named Fiduciary:	TW Ventures Inc. 3500 West Olive Avenue, Suite 1000 Burbank, CA 91505 (818) 640-9437
EAP Administrator and Claims Fiduciary:	Corporate Counseling Associates, Inc. (CCA, Inc.) 475 Park Avenue South

	New York, NY 10016 Administrative Office: 212-686-6827 Member Service Center: 800-833-8707
Agent for Service of Legal Process:	General Counsel TW Ventures Inc. 3500 West Olive Avenue, Suite 1000, Burbank, CA 91505 Legal Process may also be served on the Program Administrator.
Program Year:	January 1 – December 31
Program Funding:	Participating Employers pay the full cost of coverage.
Financial Records:	TW Ventures Inc. maintains all records of the Program based on a Program Year that ends as of the date shown above. All financial records are maintained by the Company at the following address: TW Ventures Inc. 3500 West Olive Avenue, Suite 1000 Burbank, CA 91505 (818) 640-9437

Your Rights Under ERISA

Certain benefits provided by the Program are covered by the Employee Retirement Income Security Act of 1974, as amended (ERISA). The law does not require the [Company](#) to provide these benefits, but it does set certain standards for any that are offered.

Receive information about your Program and benefits. Specifically, ERISA entitles you, as a Program participant or beneficiary of a Program participant, to:

- ▶ Examine without charge all Program documents (including collective bargaining agreements and insurance policies and/or contracts, if any, where applicable) and a copy of the latest annual report (Form 5500 Series) filed by the Program with the Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. Corporate Employee Benefits in New York has these documents available, and you may make an appointment to examine them at any time during business hours.
- ▶ Obtain copies of all Program documents and other pertinent Program information, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description, by requesting these materials in writing. You may obtain copies by writing to the [Program Administrator](#). (The Company reserves the right to make a reasonable charge for copying any documents you request.)

Annual financial summary. ERISA entitles Program participants to receive a summary of the annual financial report of the Program. You do not need to request the summary annual report; the [Company](#) provides this information to all Program participants once a year.

Claims for benefits. You are not required to file claims to receive benefits under the Program; however, benefits under the Program are expressly limited to the coverage and services described in this Summary Plan Description. In some cases, a benefit may be subject to ERISA and in those cases the [EAP Administrator](#) will notify you if you are not entitled to receive that benefit. If you disagree with the [EAP Administrator's](#) decision, you or your authorized representative may file an appeal. Routine requests for information regarding your benefits under the Program will not be considered benefit “claims” subject to the Program’s claims and appeals procedures.

Appeals process. If you receive notice that your claim has been denied, either in full or in part, the notice will explain the reasons for the denial, including references to pertinent Program provisions on which the denial was based. If your claim was denied because you did not furnish complete information or documentation, the notice will state the additional materials needed to support your claim. The notice will also tell you how to request a review of the denied claim, based on the established rules for the Program.

As a part of the review procedure, you or your authorized representative may ask the [EAP Administrator](#) for pertinent documents that affect your claim. You may appeal the denial in writing within 180 days after the claim is denied. Appeals should be mailed to your [EAP Administrator](#). The [EAP Administrator](#) will review your appeal and make a decision within the following time periods.

- ▶ For expedited services involving urgent situations, a decision will be made within 72 hours.
- ▶ For a service that requires pre-certification by the [EAP Administrator](#), a decision will be made within 30 days.
- ▶ For all other services, a decision will be made within 60 days.

Once a decision is reached, the [EAP Administrator](#) will notify you in writing of the outcome. The notice will give the reasons for the decision and include references to pertinent Program provisions. However, if you receive no response within the applicable period, you may consider your claim denied.

If your claim is denied on final appeal. You must use and complete the Program’s administrative claims and appeals procedure before bringing an action at law or in equity to recover under the Program. If the [EAP Administrator](#) denies your appeal on final review, you may bring a suit for benefits.

If you choose to pursue any judicial or administrative proceeding related to your claim, the evidence presented will be strictly limited to the documents, information and other evidence timely provided to the [EAP Administrator](#) in connection with the Program’s claims and appeal procedures, as described above. **No legal actions may be brought on a claim more than 90 days after the [EAP Administrator](#) issues its final decision on a claim.**

Obligations of fiduciaries. In addition to creating rights for [Program](#) participants, ERISA imposes obligations on the persons responsible for the operation of an employee benefit plan. These people, referred to as fiduciaries under the law, have an obligation to administer the Program prudently and to act in the interest of the Program participants and their beneficiaries. The law provides that fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Program.

Obligation of employers. Many of the specific obligations ERISA imposes on employers are intended to make certain that all Program participants are fully informed of their rights to benefits and the nature and extent of those benefits. No one, including your [Participating Employer](#) or your union, may discriminate against you in any way to prevent you from receiving benefits or exercising your rights under ERISA.

Provisions for legal action. ERISA specifically provides for circumstances under which you may take legal action as a Program participant.

- ▶ If your claim for a welfare 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. At the completion of that review process, you have a right to file suit in federal or state court. After exhaustion of the Program’s claims and appeals procedures described above, any further legal action taken against the Program or its fiduciaries must be filed in a court of law no later than 90 days after the [EAP Administrator's](#) final decision is rendered on the claim.
- ▶ If Program fiduciaries misuse the Program’s funds or if you are discriminated against for asserting your rights, you have a right to seek assistance from the U.S. Department of Labor or you may file suit in a federal court.

- ▶ If you submit a written request for copies of any Program documents or other Program information to which you are entitled under ERISA, and you do not receive those materials within 30 days of your request, you may file suit in a federal court. If a violation exists, the court may require the [Program Administrator](#) to provide the material and to pay you up to \$110 for each day's delay. This provision does not apply, however, if the requested materials were not sent to you because of reasons beyond the control of the [Program Administrator](#).

In any of these circumstances, the court will decide who should pay court costs and legal fees. In other words, if you are successful, the court may order the party you have sued to pay these costs and fees. But if you lose, the court may order you to pay the costs and fees (for example, if the court finds that your claim is frivolous).

If you believe that the EAP Administrator has improperly denied you benefits under this Program, please remember that you must complete each step of the claims and appeals procedure described above, within the deadlines, before you can take any legal action.

If it should ever become necessary for you or your beneficiary to take legal action to enforce your rights under ERISA or the terms of the Program, legal process may be served on the Program Administrator or on the General Counsel, TW Ventures Inc.

A final word about your rights. Your rights can be determined only by referring to the full text of the Program documents, which are available for your inspection from the Program Administrator. The Company encourages you to contact the TW Ventures Inc. Benefits Department at (818) 640-9437 if you should have any questions about the foregoing statements or about your rights under ERISA. You may also 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 N.W., Washington, D.C. 20210, to discuss questions about this statement of rights or about any rights under ERISA, or if you need assistance in obtaining documents from the Program Administrator. You can also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Key Terms & Definitions

Company means TW Ventures Inc. or any successor.

Dependent is defined in the section "[Who's Eligible.](#)"

Domestic partner means:

- ▶ Your same-sex or opposite-sex partner with whom you have entered into a legal civil union under applicable state law, or
- ▶ An adult of the same or opposite sex with whom you have been in an exclusive and committed relationship that is intended to be permanent. You and your partner must be responsible for each other's welfare on a continuing basis. You must have been in the relationship for at least six months. You and your partner must both be at least 18 years old and may not be related by blood to a degree of closeness that would prohibit marriage under applicable state law as an opposite sex couple. Neither of you may be legally married to or in a legal civil union with another person.

EAP Administrator is the company responsible for determining whether you or your eligible dependents are entitled to receive a service provided under the Program. The EAP Administrator determines the type, amount, duration of, and administers the payment of, any such benefits under the Program. (See [Program Facts](#) for how to contact the EAP Administrator).

EAP Provider or **EAP Counselor** is a [provider](#) that has entered into a contractual agreement with the [EAP Administrator](#) to provide services to Program participants.

Employee for TW Ventures Inc. Employee Assistance Program purposes means a regular, non-union, full-time worker, individually paid through Cast & Crew/BTL Payroll Inc. for services rendered to a Participating Employer. The term "employee" does not include:

- ▶ Temporary or "variable" employees or anyone so classified by a Participating Employer;
- ▶ Any individual who provides services for a Participating Employer as a "loan-out" (i.e., the individual is not paid individually, but is paid through a corporation such as an LLC); and

- ▶ Employees covered by a collective bargaining agreement, unless the collective bargaining agreement and the Program, as amended, provide for Program participation and eligibility has been extended in writing to such employees. To avoid any doubt, a union employee does not become eligible for this Program merely because he/she receives some non-union pay.

Fiduciaries are those individuals or entities assigned the responsibility for ensuring that the Program operates in the best interests of the participants. Fiduciaries have ultimate decision-making authority on Program-related matters.

Participant is an employee who satisfies the Program's eligibility requirements and is enrolled in the Program and the dependents of such employees.

Participating Employer means affiliated Warner Media, LLC companies participating in the Program. For a current list of Participating Employers, contact the Plan Sponsor. Any company that adopts the Plan and that later ceases to be an affiliate of Warner Media, LLC will cease to be a Participating Employer.

Program – See TW Ventures Inc. Employee Assistance Program.

Program Administrator for The Employee Assistance Program is TW Ventures Inc.

Provider is an appropriately credentialed professional who is qualified to provide services to Program participants including, without limitation, social workers, licensed professional counselors, marriage and family therapists, master's level psychiatric nurses and psychologists.

Spouse means the person to whom you are legally married under the laws of the state in which the marriage was performed (including your common-law spouse in states that recognize common-law marriage).

TW Ventures Inc. Employee Assistance Program or **Program** means the TW Ventures Inc. Employee Assistance Program, a welfare benefits plan providing employee assistance coverage to eligible employees and their dependents.