

INFORMATION DOCUMENT

PROVIDENT SCHEME

Mandatory group insurance contract

SCHNEIDER ELECTRIC

All employees

Contract no.: L310 / L324 / L559
April 2025 edition

The purpose of this document is to inform you of your rights and obligations arising from your employer taking out a policy with KLESIA Prévoyance, a provident institution governed by Title III of Book IX of the French Social Security Code.

In particular, it specifies the benefits you are covered for, how they come into effect and the formalities to be completed in the event of a claim. You are only covered for the benefits taken out by your employer, details of which are given in appendix.

This document, given to you by your employer, is a summary of the contractual provisions governing the relationship between your employer, yourself and the Institution.

This document is a translation of the information document issued by the Institution, only the French version is valid between the parties.

Contents

Contents	3
Preliminary definitions	4
General.....	5
Control – Communication – Complaints – Mediation – Protection of personal data	5
The supervisory authority of the Institution	5
Electronic communication	5
Complaints and mediation.....	6
Protection of your personal data	6
Entry into force, suspension, termination and continuation of cover	12
Entry into force of cover	12
Suspension of cover.....	12
Cessation of cover.....	12
Continuation of cover in the event of termination of the employment contract with unemployment insurance cover.....	13
Continuation of cover if you are off work.....	14
Continuation of cover in the event of replacement income paid by the employer	15
Risks covered	16
Death and PTD (Permanent and Total Disability) risks	16
Definition of family situation	16
Death cover with capital payment and/or annuity payments	18
Incapacity for work and disability risks	22
"Incapacity for work" cover	22
"Disability" cover.....	23
Bases for calculating benefits.....	25
Changes to benefits and contribution rates	25
Annual base salary for benefits	25
Revaluation of benefits.....	26
Conditions for the implementation of cover	27
Excluded events	27
Time limit for declaring a claim.....	28
Late declaration.....	28
Forfeiture	28
Misrepresentation	28
Prescription	28
Payment of benefits.....	29
Documents required for payment of benefits.....	30
Appendix: Summary of cover taken out.....	32
Category of staff covered	32
Information – Complaints	32
Cover: Amount of benefits.....	33
Optional continuation of "death and related benefits" cover in the event of suspension of the employment contract	36
Definition of continuation	36
Basis of benefits	36
Effective date and duration of cover.....	36
Social action and a high level of solidarity	37

Preliminary definitions

Accident

Any unintentional bodily injury caused concerning the Participant or the beneficiary of the insured sum, resulting exclusively from the sudden action of an external cause, to the exclusion of any illness, even if it appears to be accidental (in particular cardiovascular disease, ruptured aneurysm, stroke, etc.).

Beneficiary

The natural or legal person receiving the benefit provided for under the policy cover when the risk occurs.

Forfeiture

Loss of the Participant's right to benefit from the cover due to non-compliance with contractual obligations by the Participant or the Company.

Declaration deadline

Period during which the Company or the Participant must declare the claim in order to obtain coverage.

Deductible waiting period

Period starting on the date of hospitalisation or sick leave, during which cover does not apply.

Subscribing company

SCHNEIDER ELECTRIC INDUSTRIES SAS in its capacity as subscriber to the contract; when SCHNEIDER ELECTRIC INDUSTRIES SAS is concerned by the application of the contract in the same way as all the other member Companies, it is deemed a member Company.

Company or Member

A legal entity that takes out the policy on behalf of its employees, undertakes to pay the premiums and whose authorised representative signs the application form.

Cover

Undertaking by the Institution, in return for a contribution agreed in advance, to pay a benefit in the event of a claim during a specified period.

Illness

Any deterioration in health certified by a medical authority and giving entitlement to cash benefits under the French general Social Security scheme.

Participant

A member of the Company's staff in the category of insured employee.

Benefit provision

Execution of the cover by the Institution. Depending on the case, the benefit consists of the payment of a capital lump sum, an annuity or a daily allowance.

Claim

Occurrence of the event capable of triggering cover under the policy.

General

The purpose of this information document is to describe a provident scheme for the staff of companies that have signed the collective group agreement setting up a "Major risk" supplementary provident scheme for the SCHNEIDER ELECTRIC GROUP of 14 January 2015 and have paid into the contract taken out by SCHNEIDER ELECTRIC INDUSTRIES SAS, as well as for the staff of the works councils of these companies.

The contract, from which you benefit, taken out by your employer with KLESIA Prévoyance, a provident institution governed by Title III of Book IX of the French Social Security Code, whose registered office is located at 4 rue Georges Picquart 75017 Paris, is collective and mandatory for all employees belonging to the affiliated category.

You must therefore be affiliated when your company takes out the contract.

Employees who are incapacitated or disabled and whose employment contract has not been terminated on the effective date of enrolment are entitled to the death benefits provided for under the scheme and detailed in this information notice, **provided that they appear on the exhaustive nominative list of employees who are off work or disabled given at the time of joining.**

However, if these employees who are incapacitated or disabled, and whose employment contract has not been terminated, on the effective date of membership benefit from the continuation of death cover under a previous group insurance contract taken out by the member Company, **the death benefits or annuities which may be paid under the contract taken out with KLESIA Prévoyance will be deducted from those due by the insurer of the contract whose cover is being continued.**

Only employees subject to the French general Social Security scheme, including the specific provisions for departments of the Moselle (no. 57), Bas Rhin (no. 67) and Haut Rhin (no. 68), or to the Mutualité sociale agricole scheme, and whose employment contract is valid when they join the contract or afterwards, may benefit from the provisions of the contract.

Employees posted outside France who are affiliated to the French general Social Security scheme and who are on secondment benefit from the provisions of the contract.

Employees posted outside France who pay contributions to the Caisse des Français à l'Etrangers (CFE) and who are expatriate employees benefit from the provisions of the contract.

Corporate officers, who are duly affiliated to the French general Social Security scheme in accordance with article L 311-3 of the French Social Security Code benefit from the provisions of the contract, subject to providing proof of compliance with any legal procedures applicable to their situation.

Control – Communication – Complaints – Mediation – Protection of personal data

The supervisory authority of the Institution

The Institution is subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) located at 4 Place de Budapest CS 92459 - 75436 PARIS Cedex 09.

Electronic communication

In accordance with the provisions of articles 1366 and 1367 of the French Civil Code, e-mails and electronic documents exchanged between the Company/you and the Institution and/or the management delegate are considered to be equivalent to written documents. All parties acknowledge the evidential value of e-mails and electronic documents. This provision does not prevent you from providing the Institution with any original documents that may be required for the payment of benefits, or from complying with the provisions of articles L932-12-2 and R932-1-6 of the French Social Security Code relating to the terms and conditions for terminating the contract.

Complaints and mediation

Requests for services, benefits, information or advice are not claims and must be sent to the contract manager(s) whose contact details are given in appendix.

If you or your beneficiaries wish to make a complaint, you are invited, as a priority, to download and complete the complaints form available in your customer area or on <https://www.klesia.fr/reclamation/> and to return it by post to the address indicated on the website, depending on the reason for the complaint.

Alternatively, you can send your complaint on plain paper to the same addresses.

The Institution or its delegate undertakes to:

- acknowledge receipt of the complaint within ten working days of the complaint being sent, if a response cannot be provided within this period;
- respond in writing to the complaint within a maximum of 2 months from the date it was sent.

If you are not satisfied with the response, or if there is no response within 2 months, you may refer the matter to the Médiateur de la protection sociale (Social Protection Ombudsman) within a maximum of one year from the date of the written complaint.

By post to the following address:

Médiateur de la protection sociale (CTIP)
10, rue Cambacérès
75008 PARIS

On the website: <https://ctip.asso.fr/mediateur-de-la-protection-sociale-ctip/>

The ombudsman's proposed solution is not binding on the parties, who are free to accept it or not.

If you are still dissatisfied, you can take your case to the appropriate court to contest the Institution's position.

Protection of your personal data

As part of the contractual relationship between your employer and the Institution, personal data concerning you is collected by KLESIA Prévoyance, an entity of the Grope KLESIA, located at 4, rue Georges Picquart 75017 PARIS as data controller. AGIRA

All data is mandatory unless identified as optional. Mandatory data is necessary for the completion of the contract or to comply with the legal, regulatory and administrative provisions in force. KLESIA Prévoyance will be unable to process your requests if the mandatory data is not provided.

The purposes of collecting your personal data

- As part of the performance of the insurance contract, the personal data we collect will enable us to:
 - study your specific needs required for the completion of insurance contracts so as to offer you suitable policies;
 - establish pricing, issue pre-contractual, contractual and accounting documents, collect premiums or contributions and allocate them to co-insurers and reinsurers, establish commissioning, monitor risk and other technical operations required to manage insurance contracts;
 - manage benefits and claims for the performance of insurance contracts;
 - compile statistics and actuarial studies;
 - exercise appeals and manage complaints and disputes;
 - manage requests relating to the exercising of your rights;
 - search for policyholders of life insurance policies who have died and process requests from beneficiaries of life insurance policies through.
- Your personal data is also processed in order to comply with the legal, regulatory and administrative requirements in force. Within this framework and so as to meet its legal obligations, KLESIA Prévoyance implements surveillance processing for the purpose of combating money laundering and the financing of terrorism and the application of financial sanctions.

- Various processing operations carried out by the entities of the Groupe KLESIA are based on legitimate interest in order to provide you with the best products and services, to continue to improve their quality and to get to know you better so as to personalise content and services offered and adapt them to your needs. They correspond to:
 - setting up prevention actions;
 - managing our commercial relationship, in particular through actions such as a loyalty programme, satisfaction surveys, polls, competitions or product or service tests;
 - combatting insurance fraud and non-payment, where applicable, the inclusion on a list of persons presenting a risk of fraud which may result in a reduction or refusal of a benefit of a right, benefit, contract or service offered by the entities of the Groupe KLESIA.
 - commercial canvassing for Groupe KLESIA products and services similar or complementary to those you have taken out.

Processing your health data

The processing of your health data by KLESIA Prévoyance is subject to your consent. Nevertheless, the conclusion of the insurance contract implies the collection of consent for the processing of your health data for the purposes of managing the contract and combatting fraud. For any other service requiring the processing of your health data, specific consent is obtained.

In all cases, your health data is treated in the strictest confidence and is intended exclusively for the use of KLESIA Prévoyance's medical advisers and their medical departments, as well as specifically authorised internal or external persons.

Automated decisions and profiling

In certain cases, KLESIA Prévoyance may implement automated decisions or profiling based on the analysis of your data. In each case, KLESIA Prévoyance will inform you specifically and allow you to contest any automated decision taken concerning you.

Recipients of your personal data

As part of KLESIA Prévoyance's processing, your data may be transmitted to various recipients listed in the table below.

Transferring your personal data outside the European Union

KLESIA Prévoyance processes your personal data in France or in Europe. Nevertheless, if a transfer of data to countries not recognised by the European Commission as having an adequate level of protection were to be envisaged, we would inform you specifically, specifying the safeguards put in place to ensure the protection of your personal data.

How long we keep your personal data

Your personal data is kept for the duration of the commercial or contractual relationship and until the expiry of any legal requirements or regulatory obligations. Retention periods vary depending to the purpose of the collection of the data and are detailed in the table below.

Your rights

You have the right to access the data processed, to rectify any inaccuracies, to have it deleted in certain cases, to limit processing, and to portability of the data.

The right to portability allows personal data that we process automatically to be transferred directly to another data controller. This right only applies where personal data is provided by you and processed on the basis of your consent or the performance of a contract.

You may also object to the processing of your data at any time:

- for reasons relating to your particular situation, which we would be grateful if you could explain;
- when your data is processed for canvassing purposes, without you having to provide any justification.

In addition, if you do not wish to be the subject of commercial prospection through telephone canvassing, you can register free of charge on the BLOCTEL telephone prospection opposition list. For more information, visit www.bloctel.gouv.fr

You can also:

- draw up general and specific instructions specifying how you wish these rights to be exercised after your death;
- withdraw your consent if the processing of your data is based solely on your consent.

Finally, the right of access to processing relating to combatting money laundering and the financing of terrorism is exercised with the CNIL via an indirect right of access procedure. However, the right of access concerning processing allowing the identification of persons subject to an asset freeze or financial sanction is exercised by KLESIA Prévoyance.

Exercising your rights with KLESIA Prévoyance:

You can exercise these rights by providing proof of your identity and specifying the right you wish to exercise, as well as any information that will help you to identify you.

For any information or to exercise your rights in relation to the processing of your personal data managed by KLESIA Prévoyance, you can contact its Data Protection Officer (DPO):

- by e-mail: info.cnil@klesia.fr
- by post to KLESIA- SERVICE INFO CNIL- CS 30027- 93108 Montreuil Cedex.

Complaints to the CNIL

You may also file a complaint with the Commission Nationale Informatique et Libertés (CNIL) at the following address: 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07 or <http://cnil.fr>.

Legal basis for processing	Purpose	Conservation Period	Recipients
Execution of an insurance contract	<ul style="list-style-type: none"> - studying your specific needs required for the completion of insurance contracts in order to offer you suitable policies; - pricing, issuing pre-contractual, contractual and accounting documents, collecting premiums or contributions and allocating them to co-insurers and reinsurers, commissioning, risk monitoring and other technical operations required to manage insurance contracts; - managing benefits and claims for the performance of insurance contracts; - compiling statistics and actuarial studies; - exercising appeals and managing complaints and disputes; - managing requests relating to the exercise of your rights; - the search for policyholders of life insurance policies who have died and the processing of requests from beneficiaries of life insurance policies through AGIRA. 	<p>Health and provident insurance contracts 5 years from the end of the contract OR Life insurance contract 10 years after the death of the insured and a maximum of 30 years if the death benefit is not claimed.</p>	<ul style="list-style-type: none"> - staff responsible for awarding, managing and executing contracts, - management delegates, insurance intermediaries and partners, - service providers, - subcontractors or entities of the Groupe KLESIA in the performance of their duties, - the insurance organisations of the people involved or offering supplementary benefits, - co-insurers and reinsurers, professional bodies and guarantee funds, - persons involved in the contract, such as lawyers, experts, court and ministerial officers, guardians, tutors, investigators and health professionals, medical advisors and authorised personnel, - social security bodies when social security schemes are involved in the settlement of claims, or when insurance bodies offer cover complementary to that provided by social security schemes. - policyholders, insured persons, members and beneficiaries of the contracts and, where applicable, their beneficiaries and representatives, - where applicable, the beneficiaries of an assignment or subrogation of rights relating to the contract, - where applicable, the person responsible, the victims and their representatives; witnesses and third parties involved in the performance of the contract. - where applicable, the relevant courts, arbitrators and mediators, - the relevant ministries, supervisory and control authorities and any public bodies authorised to receive them, - control departments such as statutory auditors and internal control departments. <p>Concerning AGIRA:</p> <ul style="list-style-type: none"> - managers of the Groupe KLESIA who have been authorised and have individual certificates allowing access the AGIRA database - staff authorised to manage life insurance policies.
Legal, regulatory and administrative obligations	Combating money laundering and the financing of terrorism	<p>Subject to more restrictive provisions (e.g. right of disclosure of the tax authorities): 5 years from the closure of the account or termination of the relationship for data and documents relating to the identity of customers.</p>	<ul style="list-style-type: none"> - customer relations personnel and contract and claims managers for the customers they are responsible for - persons authorised to take the decision to enter into or maintain a business relationship with a Politically Exposed Person - authorised staff of the department(s) responsible for combatting money laundering - the Tracfin financial intelligence unit of the ministère de l'économie, des finances et de l'industrie, la Direction générale du Trésor, - the competent supervisory authorities - the competent supervisory authorities in other countries

Legal basis for processing	Purpose	Conservation Period	Recipients
Legitimate interest of the controller	- setting up prevention initiatives	The time strictly necessary to carry out the actions	- authorised staff of the Groupe KLESIA - subcontractors or entities of the Groupe KLESIA in the performance of their duties
	- managing our commercial relationship	For customers: 3 years from the end of the commercial relationship For prospective customers (in the absence of a contractual relationship): 3 years from the date of collection of the data or the last contact from the prospect	- people in charge of the marketing department, the sales department, the departments responsible for handling customer relations, complaints and prospection, the administrative departments, the logistics and IT departments and their line managers - departments responsible for inspections; - subcontractors and partners - court officers, ministerial officers and public bodies authorised to receive them, mediators.
	- combatting insurance fraud and, where appropriate, the inclusion on a list of persons presenting a risk of fraud that could lead to a reduction or refusal of the benefit of a right, benefit, contract or service offered by the entities of the Groupe KLESIA	6 months from the issue of the alert OR 5 years from closure of Fraud file OR 2 years from the end of the legal proceedings Concerning registration on the list of persons presenting a risk of fraud: 5 years from registration	- customer relations personnel and policy and claims managers; - the other entities of the Groupe KLESIA whenever they are concerned by fraud or involved in the management of cases or the control of the risk of fraud; - authorised personnel in charge of anti-fraud, anti-money laundering and internal control; - inspectors, investigators, experts and auditors; - authorised staff from the general management, legal affairs or litigation departments to manage disputes; - authorised subcontractor personnel. - other insurance organisations or intermediaries involved in cases of fraud, - social security bodies, where social security schemes are involved in settling claims or where insurance bodies offer cover supplementary to that provided by the social security schemes; - professional bodies involved in cases of fraud; - judicial and ministerial officers; - the judicial authority, mediator or arbitrator hearing a dispute; - third-party bodies authorised by law to obtain personal data relating to pre-litigation, litigation or convictions; - where appropriate, victims of fraud or their representatives. - the judicial authority, mediator or arbitrator hearing a dispute; - third-party bodies authorised by law to obtain personal data relating to pre-litigation, litigation or convictions; - where appropriate, victims of fraud or their representatives.
	- commercial prospection for Groupe KLESIA products and services similar or complementary to those you have taken out	For customers: 3 years from the end of the commercial relationship For prospects (in the absence of a contractual relationship): 3 years from the date of collection of the data or the last contact from the prospect	- authorised persons in the marketing and sales departments, the departments responsible for handling customer relations, complaints and prospection, administrative departments, the logistics and IT departments and their line managers; - departments responsible for inspections; - subcontractors, partners and outside companies; - Groupe KLESIA entities; - court officers, ministerial officers and public bodies authorised to receive them, arbitrators and mediators.

Legal basis for processing	Purpose	Conservation Period	Recipients
Consent	- commercial prospecting	<p>Deletion at any time if your consent is withdrawn. In the absence of withdrawal of consent:</p> <p>For customers: 3 years from the end of the commercial relationship</p> <p>For prospective prospects: 3 years from the date of collection of the data or the last contact from the prospect</p>	<p>- Authorised persons in the marketing and sales departments, departments responsible for handling customer relations, complaints and canvassing, administrative departments, logistics and IT departments and their line managers;</p> <p>- departments responsible for inspections;</p> <p>- subcontractors, partners and outside companies;</p> <p>- Groupe KLESIA entities;</p> <p>- court officers, ministerial officers and public bodies authorised to receive them, and mediators.</p>

Entry into force, suspension, termination and continuation of cover

Entry into force of cover

During the term of the contract

If you are a new employee or an employee promoted to the insured category, cover takes effect from the day you are hired or promoted to the insured category.

If the company cover changes

Any change in cover applies only to claims occurring after the effective date of the change. It therefore has no effect on benefits in payment.

Suspension of cover

Subject to any specific provisions set out in the summary of cover in appendix, benefits are automatically suspended if your company does not pay you any remuneration or any supplementary daily allowance financed at least in part by your employer, if, for example, you are in one of the following situations:

- sabbatical leave;
- parental leave;
- business creation leave;
- or any other reason for suspension of the employment contract without pay.

The suspension of cover takes effect on the date on which you actually stop working for your company. It ends as soon as you actually resume work within the insured workforce, provided that the Institution is informed within three months of the resumption.

It is specified that all the benefits provided under this plan are maintained for the month during which the employment contract is suspended and for the following calendar month, provided that the contribution has been paid for the current month. No contribution is due for the following calendar month.

Beyond this point, the continuation of "Death and related benefits" may be granted at the request of the participant and upon payment of the corresponding premium. The terms and conditions of this continuation of "Death and related benefits" are specified in the appendix.

Cessation of cover

In the event of non-payment of contributions, in accordance with article L 932-9 of the French Social Security Code, cover will be suspended and then terminated.

Cover also ceases:

- if you cease to belong to the insured category;
- if your employment contract with the Company is terminated, for whatever reason, unless this occurs in the context of a continuation of cover clause;
- in the event of termination of the contract, with the exception of the continuation of death cover provided for by law and described in the section entitled "Continuation of death cover after termination";
- if you are awarded your old-age pension by the Social Security system, unless you are continuing or returning to paid employment with the Company;
- if you die, with the exception of double effect coverage if you are survived by your spouse;
- if your company ceases trading or disappears.

Continuation of cover in the event of termination of the employment contract with unemployment insurance cover

Conditions

In accordance with the provisions of article L.911-8 of the French Social Security Code, in the event of termination of your employment contract other than as a result of gross negligence, cover is maintained as long as you are covered by the Unemployment Insurance scheme. Continuation of cover is also subject to the condition that your rights were opened with your last employer.

Formalities

To benefit from the portability of rights, you must return to the Institution the portability request form drawn up by the Institution, duly completed and signed.

It is your employer's responsibility to inform you of this right.

Effective date and duration of continuation of cover

The continuation of cover takes effect from the date of termination of your employment contract.

During the period of unemployment benefit, you will continue to be covered for a period equivalent to that of your last employment contract or, where applicable, your last employment contracts if they were consecutive with the same employer, and in all cases, up to a maximum of 12 months.

Suspension of Unemployment Insurance benefits due to illness or any other reason has no impact on the calculation of the duration of continuation, which will not be extended by the same amount.

Cover maintained

The cover maintained is that in force with your last employer. Therefore, any revision of the contract after the termination of your employment contract will apply to you.

The sums paid under disability cover during the period in which your rights are maintained may not result in you receiving a higher amount than the unemployment benefit you would have received during the same period.

Financing

The continuation of cover is financed by a mutualised system built into the contract contributions of active employees, which means that you and your employer will not have to pay contributions for periods after the termination of your employment contract.

Obligatory declarations

The following supporting documents must be sent to the Institution:

- at the start of the continuation of cover, the initial proof of your compensation from the Unemployment Insurance scheme;
- quarterly during the period in which cover is maintained, proof of payment of your unemployment benefit. In the event of a claim, the Institution may also request this certificate each time you request reimbursement.

Termination of continuation of cover

Continuation of cover ceases:

- at the end of the portability period;
- on the date of your death;
- in the event of cessation of payment of Unemployment Insurance benefits;
- in the event of proof of cover by Unemployment Insurance not being sent;
- if the insurance contract is terminated.

Consequences of termination of the contract

Continuation of current benefits after termination

Pursuant to article 7 of the Evin law no. 89-1009 of 31 December 1989, the termination of your company's contract has no effect on the payment of immediate or deferred benefits, acquired or created during its performance. Benefits of all kinds will continue to be paid at a level at least equal to that of the last benefit due or paid before the date of termination, without prejudice to the revisions provided for in the contract.

In the event of recognition or aggravation of the state of permanent incapacity or disability subsequent to the termination of your company's contract, the benefit will be paid if the event triggering this stoppage of work occurred during the period of insurance of the contract, or prior to the effective date of the contract in the event of assumption of a pre-existing claim if you did not benefit from a previous provident contract. The amount of the benefit will be equal to the amount provided for on the date of termination.

For Participants who have not received benefits at the time of termination of membership due to the deductible period, the Institution will pay their compensation at the end of the deductible period.

However, no revaluation of benefits in payment on the date of termination is carried out by the Institution at a later date, except in the absence of a new insurer. It is your company's responsibility, in accordance with the provisions of the Law of 8 August 1994, to ensure that benefits in payment on the date of termination continue to be revalued and that the bases for calculating the various services relating to cover against the risk of death are revalued, said services being at least equal to those determined by the contract of the terminated insurer.

Continuation of death cover after termination

Under article 7-1 of the Evin law no. 89-1009 of 31 December 1989, death cover is maintained if you are receiving compensation for incapacity or disability on the date your company's policy is terminated.

This continuation of cover ceases:

- in the event of a full return to work;
- if Social Security payments cease;
- if your old-age pension is paid out by the Social Security.

It is specified that the benefit of the "Double effect" cover is maintained beyond the termination of the membership for the spouses or cohabitants of the deceased Participant.

Continuation of cover on an individual basis

In application of article 5 of the Evin law no. 89-1009 of 31 December 1989, if your employer terminates the group provident insurance contract, you may continue to benefit from the cover on an individual basis subject to the payment of specific contributions determined by the Institution, provided that you make a request to this effect within three months of the effective date of termination of the contract.

Continuation of cover if you are off work

While you are off work, you will continue to benefit from the cover provided by your company under the policy you have taken out, for as long as the policy is in force. Your company is exempt from paying the contributions for you from the expiry of the deductible period for incapacity for work cover.

The continuation of cover and the exemption cease:

- when you are no longer receiving cash benefits from Social Security in respect of the incapacity for work or disability that led to the continuation of cover;
- the date on which you receive your pension under the general Social Security scheme or the date on which your disability pension is converted into an old-age pension by the Social Security authorities;
- full return to work;
- in the event of termination of the contract, subject to the provisions of the previous section "Consequences of termination of the contract".

Continuation of cover in the event of replacement income paid by the employer

You will continue to be covered if you receive a replacement income from your employer, particularly in the event of partial or long-term partial activity (where activity is totally suspended or where working hours are reduced) and employer-paid leave (redeployment, mobility, etc.).

Risks covered

The Institution covers risks to which the benefits described in this information notice are associated, and whose level of benefits is specified **for the benefits chosen by your employer only, as shown in the summary of cover in appendix.**

You are only entitled to the various benefits if they have been taken out by your employer and appear on the attached summary.

- **Death** risk (capital and/or annuity cover)
- **Permanent and total disability** risk (capital and/or annuity cover)
- The risk of **incapacity for work** (cover: daily allowances)
- **Disability** risk (cover: disability annuity)

Death and PTD (Permanent and Total Disability) risks

Definition of family situation

To determine the family situation considered for the implementation of the cover, the Institution takes into account the following persons.

Definition of spouse

Your spouse who is not legally separated from you; by spouse we mean the person who is married to you or is bound to you by a Civil Union (PACS).

Definition of cohabitee

A person who meets all of the following criteria is considered to be your cohabiting partner:

- he or she lives under the same roof as you;
- he or she is free from any marital or civil union (PACS) ties;
- you are free from any marital or civil union (PACS) ties;
- the cohabitation has lasted for more than two years and can be proved; this period is not required if a child has been born to the couple.

Definition of dependent children for the purposes of "Death and related benefits" cover not including "Education annuity" cover

Dependent children include children of the spouse or cohabitee, whether legitimate, recognised or not, or adopted, if they meet all of the following conditions:

- are under 27 years of age;
- do not receive any income from the work of their spouse, civil union partner or cohabiting partner;
- are dependent on the Participant for tax purposes, i.e.:
 - either taken into account for tax purposes for a half or quarter of a share in the calculation of income tax payable in the year of the claim;
 - or, in the case of students who have not chosen to be attached to the tax household, receive maintenance support from the Participant to be deducted from the income tax payable in the year of the claim.

A child born during the year is considered to be a dependent child, even if he or she is not yet dependent on you.

After the age of 20, children who meet the above cumulative conditions must not be in employment or have their own income from work unless they are in one of the following situations:

- apprenticeship;
- on a sandwich course contract with income not exceeding 55% of the French minimum wage;
- are in higher education;
- are a holder of the disability card provided for in article 173 of the Family Code, with no age limit.

The following are also taken into consideration:

- children who become part of your household (such as stepchildren), provided that they have been declared by the Company at the time of enrolment or subsequently as soon as they are accepted, if they meet the conditions set out above;
- your legitimate children born less than 300 days after your death;
- your children for whom maintenance is effectively paid following a court order, if they meet the conditions set out above.

Definition of dependent children for the purposes of the "Education annuity" cover

Your children and those of your spouse or cohabiting partner, whether recognised, adopted or stepchildren, are considered to be dependent children, provided they meet all of the following conditions:

- On the one hand:
 - they are under 18 years of age;
 - or are aged between 18 and 27 and meet one of the following conditions:
 - have an apprenticeship contract;
 - are in secondary or higher education, or on a sandwich course;
 - or are aged between 18 and 26 and registered with the unemployment insurance scheme as a first-time jobseeker; children who have followed a sandwich course and are unemployed at the end of their course are considered as first-time jobseekers;
 - or, whatever their age, if they receive the Allocation d'Education de l'Enfant Handicapé (AEEH) or the Allocation pour Adulte Handicapé (AAH) or are recognised as being category 2 or 3 disabled by the Social Security system;
 - children born within 300 days of the Participant's death, if they are born alive and viable.
- On the other hand:
 - they live under your roof;
 - or are dependent on you for tax purposes, either on the basis of the family quotient, or through the receipt of maintenance support paid by you and deducted from your income;
 - or are dependent on your spouse or cohabiting partner for tax purposes.

In addition, stepchildren are also considered to be dependent children, including those of the deceased Participant's ex-spouse, spouse or cohabiting partner, if any, who lived in the household until the time of the Participant's death and whose other parent is not required to pay maintenance.

Definition of dependent ascendants

Ascendants taken into account to determine the number of shares in the calculation of income tax payable by the Participant at the time of the insured event.

The family status taken into consideration by the Institution is obligatorily that of the Participant, with supporting proof, on the date of the claim, with the exception of a birth occurring within the three-hundred-day period mentioned above.

Death cover with capital payment and/or annuity payments

"All cause" death benefit

The purpose of this cover is to pay a capital in the event of the Participant's death whatever the cause. The sum insured comprises a basic sum, to which may be added increases depending on the Participant's family situation.

Amount of guaranteed capital

The amount of the guaranteed capital is defined as a percentage of the base salary and depends on your family situation on the date of death and the option chosen by the beneficiary(ies) of the cover, according to the calculation bases defined in the summary of cover in appendix.

The basic capital is paid to the beneficiary(ies) defined in the "Beneficiaries" section on page 18 of this document.

Where the amount of the capital is determined taking into account dependants, the corresponding increase in the lump sum only benefits the persons taken into account for the calculation of these increases.

Where the dependent children are minors, the corresponding capital increases will be paid to the legal representative.

The portion of the capital corresponding to the said increases is equal to the difference between the capital due on the basis of the member's family situation and dependants and the capital that the Institution would have paid if the member had no dependants.

Beneficiaries

When you join and throughout your membership, you have the option of designating the beneficiary or beneficiaries of the capital sum to be paid in the event of your death.

This specific designation may be made on the Institution's specific form entitled "Form for the Designation of the Beneficiary of the Death Insurance". The designation may also be made by private deed or notarial deed expressly mentioning the death benefit. When the beneficiary is designated by name, you may specify the beneficiary's contact details, which will be used by the Institution in the event of death.

This designation cannot be made to a financial or banking institution, as only an assignment of cover is admissible.

You may change this designation clause at any time. However, the designation becomes irrevocable in the event of written acceptance by the beneficiary, expressly notified to the Institution, failing which it will not be enforceable. This accepted designation will cease to have effect when you leave the insured workforce and/or if the contract is terminated.

If no specific designation is duly notified by you to the Institution, and **subject to the specific provisions set out in the summary of cover in appendix**, the basic capital is payable:

- to your spouse, as defined above;
- to your cohabiting partner, as defined above;
- failing that, to your children, born or to be born, in equal shares between them, living or represented;
- failing that, to your descendants, in equal shares between them;
- failing that, to your direct ascendants, in equal shares between them;
- failing that, to your heirs.

If there is more than one beneficiary of the same rank and one or more of them dies, their share of the capital is divided among the other beneficiaries in proportion to their respective shares.

In the event that the designated beneficiary(ies) die.s before the Participant, the capital will be allocated in the order defined above in the absence of a specific designation.

Payment of the capital and impact on other cover

Beneficiaries must, in any event, prove that they were beneficiaries on the date of death. Death puts an end to all the cover from which you benefit except for the double effect cover if your spouse or cohabitee survives you.

Accidental death cover

An additional capital lump sum is paid in the event of death resulting from an accident, the amount of which is set out in the summary of cover in appendix.

An accident is defined as any unintentional bodily injury caused by the Participant or the beneficiary of the sum insured, resulting exclusively from the sudden action of an external cause, to the exclusion of any illness, even if it appears to be accidental (in particular cardiovascular disease, ruptured aneurysm, stroke, etc.).

A traffic accident is defined as an accident occurring in a place open to public traffic and caused by the action of any motor vehicle, private or public, moving or not, intended for use on land, rail or water, whether the Participant is a passenger or driver of the vehicle, or is outside the vehicle. A traffic accident also occurs when the Participant is a passenger in a means of air transport.

The capital sum is payable if death occurs within twelve months of the accident and is exclusively due to the accident. Proof that the death is indeed the consequence of the accident is the responsibility of the beneficiaries who may not, on pain of forfeiture, oppose any examination required by the Institution. It is settled in accordance with the provisions of the paragraphs "Beneficiaries" and "Payment of the capital and impact on other cover" of the previous article " All Causes Death" on page 18 of this policy.

Permanent Total Disability cover ("PTD")

The purpose of the cover is the early payment of the death benefit to the Participant in a state of Permanent Total Disability, if they or their legal representative so requests within six months of notification by the Social Security, except in cases of force majeure.

The capital is paid in a lump sum to the Participant or to the designated legal guardian. The amount is identical to that provided for in the event of death, including the increases provided for in the event of accidental death if the Permanent Total Disability is the result of an accident.

Proof that the Permanent Total Disability is indeed the consequence of the accident is the responsibility of the Participant who may not, on pain of forfeiture, oppose any examination required by the Institution.

A Participant in a state of Permanent Total Disability is classified by the Social Security in the third category of invalids, or receives an annuity for accidents at work or occupational illnesses at a rate of 100%.

Impact on other cover

Early payment of the death benefit capital results in the immediate cessation of all the benefits you are entitled to, except for the double effect benefit and, where applicable, the annuity benefits in the event of death. In particular, the death of the Participant does not result in the payment of a new capital sum.

"Double effect" cover

The purpose of the benefit is to pay a capital sum in the event of the death of the Participant's spouse or cohabiting partner, whether simultaneous with or subsequent to the Participant's death, provided that at least one child of the Participant or spouse, as defined in the paragraph "Definition of dependent children for the purposes of death and related benefits cover not including education annuity cover" on page 16 of this document, remains dependent on the spouse at the time of death.

The amount of the "double effect" capital is defined in the attached summary of benefits. It is paid in equal shares to your children or those of your spouse or cohabitee who are still dependent at the time of your spouse's or cohabitee's death, or to their guardian.

Cover ceases on the date on which your spouse remarries or signs a new civil union agreement, or if your spouse becomes a cohabiting partner. Cover also ceases for each child on the date on which they are no longer dependent within the meaning of the paragraph entitled "Definition of dependent children for the purposes of death and related benefits cover not including education annuity cover" on page 16 of this document.

"Death of a family member" cover

The purpose of this cover is to pay the Participant an allowance in the event of death:

- of the spouse, civil union partner or cohabiting partner, as defined in the "Definition of spouse" and "Definition of cohabitee" sections on page 16 of this document;
- of a dependent child as defined in the paragraph "Definition of dependent children for the purposes of death and related benefits cover not including education annuity cover" on page 16 of this document, for children under 12 years of age, the allowance is treated as a payment for the reimbursement of funeral expenses.

The amount of the allowance is shown on the attached summary of cover in appendix.

The allowance is payable to the Participant themselves, who is the sole beneficiary of this cover.

"Funeral expenses" cover

The purpose of this cover is to pay an allowance to reimburse funeral expenses the event of the death of the Participant.

The amount of this benefit, paid to the person who has paid the funeral expenses, is equal to the amount shown on the receipt invoice, up to the limit of the expenses actually incurred and the amount shown in the summary of benefits in appendix.

Any balance is paid to the designated beneficiary(ies), or in the absence of a designation, to the beneficiary(ies) of the basic death benefit as defined in the "Beneficiaries" section on page 18 of this document.

"Education annuity" cover

The purpose of this cover is to ensure the payment of an annuity to the Participant's dependent children as defined in the paragraph "Definition of dependent children for the purposes of the education annuity cover" on page 17 of this document, in the event of the death or Permanent Total Disability of the Participant during the period of cover.

The amount of the benefit, expressed as a percentage of the base salary, is shown in the summary of cover in appendix.

The education annuity is paid from the first day of the calendar month following the death of the Participant or the Participant's permanent total disability, until the end of the calendar month during which the child ceases to be considered a dependent child within the meaning of the paragraph "Definition of dependent children for the purposes the education annuity cover", on page 17 of this document, regardless of whether or not the Company is still a member of the Institution.

For children over the age of 18 in higher education or first-time jobseekers registered with France Travail, proof of studies or registration with France Travail must be renewed every year.

If the amount of the pension changes in stages according to the age of the dependent children, the changes in stages take place on the 1st day of the calendar month following the anniversary of the date of birth of each child.

For children who become orphans (of both parents) following the death of the Participant, the amount of the pension based on the age of the child is doubled.

For children who have lost both parents as a result of the simultaneous or successive death of the Participant and their spouse or cohabiting partner, the amount of the pension based on the child's age is also doubled.

Simultaneous deaths of the Participant and their spouse or cohabiting partner are those that occur during the same event.

Successive deaths of the Participant and their spouse or cohabitee are deemed to be those that occur within an interval of 12 months.

For disabled children, as defined in the paragraph "Definition of dependent children for the purposes of the education annuity cover" on page 17 of this document, the annuity is payable for life if the child is receiving the Allocation d'Education de l'Enfant Handicapé (AEEH) or the Allocation pour Adulte Handicapé (AAH) or if the child is recognised as disabled in category 2 or 3 by the Social Security, at the time of the Participant's death or Permanent Total Disability. Payment of the life annuity for a disabled child ceases on the first day of the calendar month following the loss of entitlement to the Allocation d'Education de l'Enfant Handicapé (AEEH) or the Allocation pour Adulte Handicapé (AAH) or if the child is no longer recognised as disabled in category 2 or 3 by the Social Security.

The life annuity, as defined above, becomes a life annuity when its amount reaches the last stage of progression depending on the age of the dependent children.

The pension is paid monthly at the end of the period due. Payment is made to the person with actual responsibility for the child if the latter is a minor, to the child themselves if they are of age, or to the legal guardian.

It should be noted that only annuities commencing on or after 1 January 2023 will be paid monthly; annuities in payment on that date will continue to be paid quarterly in accordance with the conditions previously set out in the contract.

The education annuity, net of social security contributions and income tax, may be revalued in accordance with the provisions of the paragraph entitled "Revaluation of benefits" on page 26 of this document.

"Spouse's temporary annuity" cover

The purpose of this benefit is to pay an annuity to the surviving spouse or cohabiting partner in the event of the Participant's death.

The formula for calculating the amount of the benefit, expressed as a percentage of the base salary, is shown in the summary of benefits in appendix.

The annuity is paid from the first day of the calendar month following the death of the Participant and until the effective date of any reversionary pension and, at the latest, until the legal age of entitlement to the beneficiary's retirement pension, regardless of whether or not the Company is still a member of the Institution. In the event of a new union, payment of the annuity will cease at the end of the quarter in which the spouse or cohabitee remarries, enters into a new civil union or becomes a recognised cohabitee.

The annuity is paid quarterly at the end of the period due, net of Social Security contributions and income tax.

The spouse's temporary annuity benefit may be revalued in accordance with the provisions of the paragraph entitled "Revaluation of benefits" on page 26 of this document.

"Spouse's life annuity" cover

The purpose of this benefit is to pay a life annuity to the surviving spouse or cohabiting partner in the event of the Participant's death.

The formula for calculating the amount of the annuity, expressed as a percentage of the base salary, is shown in the summary of cover in appendix.

The pension is paid from the first day of the calendar month following the Participant's death. In the event of a new union, payment of the pension will cease at the end of the quarter in which the spouse or cohabitee remarries, enters into a new civil partnership or becomes a cohabitee.

The annuity is paid quarterly at the end of the period due, net of Social Security contributions and income tax.

The spouse's life annuity may be revalued in accordance with the provisions of the section entitled "Revaluation of benefits" on page 26 of this document.

Incapacity for work and disability risks

"Incapacity for work" cover

The purpose of this cover is to ensure the payment of daily allowances to participants who are temporarily totally unable to work and who receive cash benefits from the Social Security under sickness, accident at work or occupational disease insurance schemes.

The purpose of this cover is also to provide the Participant with the payment of daily allowances in the event of being unfit for work following an accident at work or an occupational illness recognised and compensated by the Social Security. This supplementary compensation for incapacity is paid complementary to the temporary compensation for incapacity paid by the Social Security and ceases at the same time as the latter.

This cover does not apply to participants receiving Social Security payments for maternity insurance.

Amount of benefits

The amount of the daily allowance, set as a percentage of base salary, is shown in the summary of cover in appendix.

The basic daily salary is obtained by dividing the annual base salary for benefits by three-hundred-and-sixty-five. Benefits are paid in calendar months.

In the event of changes to the provisions of the general Social Security scheme, the Institution may, in agreement with the subscribing Company, be required to adjust the amount of contributions and benefits accordingly, from the date of entry into force of these changes by means of an amendment.

Partial return to work

If you return to work part-time, and provided that the Social Security continues to pay cash benefits, the daily benefits paid by the Institution will be reduced accordingly.

Capping clause

The total of the benefits you receive from the Social Security, daily allowances or disability annuities paid by the Institution or any other provident contract, the salary you receive from your employer or new employers, and unemployment legislation, cannot result in you receiving more than 100% of your net salary.

If you return to work part-time, the total of your income and the benefits you receive may not exceed the net pay you would have received if you had worked full-time.

Revaluation

Daily benefits may be revaluated in accordance with the provisions of the paragraph entitled "Revaluation of benefits" on page 26 of this document.

How and for how long benefits are paid

Daily allowances are paid to your employer for as long as your employment contract including during your period of sick leave remains in force. Your employer is responsible for paying these allowances to you, net of Social Security contributions and income tax.

After termination of the employment contract, they are paid directly to you net of Social Security contributions and income tax.

Deductible waiting period

Daily benefits are paid at the end of the deductible waiting period indicated in the summary of cover in appendix.

Relapse

Please note that if you have started receiving daily benefits, a return to work of less than two months will only result in suspension of payment, without application of a new deductible period, provided that the new period of absence is the result of the same illness or the same accident, and that you provide proof of this in the form of a medical certificate.

Cessation of payment of benefits

Benefits are paid for as long as you are in receipt of cash benefits from the Social Security in respect of illness, accident at work, long-term illness or occupational disease, including in the event of temporary compensation for incapacity, and cease at the latest:

- from the 1095th day of absence from work;
- the date on which a disability pension is awarded by the Social Security;
- on the date your Social Security old-age pension is awarded, unless you continue to work for the Company;
- on the day of your death.

It should be noted that the payment of the supplementary compensation for unfitness is in addition to the temporary compensation for unfitness paid by the Social Security and ceases at the same time as the latter.

"Disability" cover

The purpose of this cover is to pay you an annuity if you receive a category 1, 2 or 3 disability annuity from the French Social Security system, or an annuity for an accident at work or occupational disease with a permanent disability rate of at least 20%, corresponding to an annuity paid by the French Social Security system calculated at a rate of 10%.

Amount of benefits

The amount of the annuity is shown in the summary of cover in appendix:

- for Participants classified in the 1st category of Social Security invalids;
- for Participants classified in the 2nd and 3rd Social Security disability categories.

The initial amount of the pension is set as a percentage of the base salary, after deduction of the gross benefit (excluding the increase for a third party or the additional benefit for the use of a third party for the category 3) paid by the Social Security.

In the event of disability resulting from an accident at work or an occupational disease in the context of the Company's activity, the amount of the annuity is indicated in the summary of cover in appendix, if the permanent disability rate determined by the Social Security is:

- greater than or equal to 20%, corresponding to a Social Security annuity calculated at a rate of 10%, and less than 50%, corresponding to a Social Security pension calculated at a rate of 25%;
- greater than or equal to 50%, corresponding to a Social Security annuity calculated at a rate of 25%.

No annuity is paid if the degree of permanent disability is less than 20%, corresponding to an annuity paid by the Social Security calculated at a rate of 10%.

In the event of changes to the provisions of the general Social Security scheme, the Institution may, in agreement with the subscribing Company, be required to adjust the amount of contributions and benefits accordingly, from the date of entry into force of these changes by means of an amendment.

Capping clause

The total of the benefits you receive from the Social Security, daily allowances or disability annuities paid by the Institution or any other provident contract, the salary you receive from your employer or new employers, and unemployment legislation, may not result in you receiving more than 100% of your net salary.

If you return to work part-time, the total of your income and the benefits you receive may not exceed the net pay you would have received if you had worked full-time.

Revaluation

The disability pension may be revalued in accordance with the provisions of the paragraph entitled "Revaluation of benefits" on page 26 of this document.

How and for how long benefits are paid

The disability annuity is paid directly to you net of Social Security contributions and income tax.

The annuity is paid in calendar months.

Cessation of payment of benefits

The disability annuity is paid when you are notified of your disability by the Social Security authorities, and at the earliest on expiry of the deductible waiting period for disability cover, for the entire duration of your disability.

It shall cease no later than:

- if you are no longer recognised as disabled by the Social Security system or are no longer receiving an accident at work or occupational illness annuity from the Social Security system;
- the date on which the Social Security disability annuity is converted into an old-age pension;
- in any event, on the date on which your Social Security old-age insurance rights are settled, if you are receiving a permanent disability annuity from the Social Security for an accident at work or occupational illness;
- on the day of your death.

Bases for calculating benefits

Changes to benefits and contribution rates

The cover and contribution rates defined in the policy are based on the legislation and regulations in force when the policy takes effect.

They may be revised, by agreement between the subscribing company and the Institution, without delay, in whole or in part, in the event of changes to these texts. The new conditions will be defined by means of an amendment. Until the effective date of the new conditions, the cover will remain acquired on the basis defined by the contract before this date.

Annual base salary for benefits

The base salary used to calculate benefits is:

- **equal to the total gross remuneration received over the last three calendar months prior to the date of the claim and subject to provident fund contributions, multiplied by four (excluding variable elements subject to provident fund contributions),**
- **plus any other exceptional salary components (bonuses, gratuities and backpay) received during the twelve calendar months preceding that of the claim and subject to provident fund contributions,**
- **limited to the tranches subject to pension contributions.**

If the amount of base salary used to calculate benefits is reduced or nil as a result of absences for which the person concerned received benefits under this contract during the reference period, it will be determined on the basis of remuneration reconstituted over twelve months.

In the event of suspension of the employment contract for which compensation is paid or which gives rise to the payment of a replacement income under the conditions set out in the article "Continuation of cover in the event of replacement income paid by the employer" on page 15 of this document:

- for "Death and related benefits" and "Disability" cover, the basis for benefits is reconstituted on the basis of gross pay received over the last twelve months prior to the suspension of the employment contract,
- for "Incapacity for work" cover, the basis for benefits is the compensation paid to the employee (statutory compensation, supplemented, where applicable, by supplementary or contractual compensation paid by your employer).

If the participant is recognised as having a category 2 disability within the meaning of article L341-1 of the French Social Security Code following a category 1 disability which did not give rise to payment of benefits by the Institution, the base salary used to calculate benefits is equal to the total gross remuneration received during the last three calendar months prior to the date on which the participant became category 2 disabled, multiplied by four and increased by the other exceptional salary elements (bonuses, gratuities and backpay) received during the twelve calendar months prior to the date of disability in category 2, limited to tranches subject to contributions.

In addition, if the participant is recognised as disabled within the meaning of Article L341-1 of the Social Security Code and authorised by the Social Security to resume part-time work within the Company, the partial remuneration is supplemented up to the level of remuneration that they would have received had they been working full-time.

Consequently, the amount of the disability or permanent incapacity annuity is limited to the difference between, on the one hand, the salary that would have been received if the Participant had worked full-time and, on the other hand, between the combination of the actual salary and the disability or permanent incapacity annuity paid by the Social Security.

If a disability annuity is combined with part-time work, the amount of the annuity is not affected by a salary increase, provided that the percentage of working time remains unchanged. The same applies to annual increases.

In the event of a change in the percentage of time worked, the disability annuity is recalculated on the basis of the reference salary used for the initial calculation of the disability pension, to which the new percentage of time worked is applied, as well as, where applicable, the revaluations on 1 January of each year on the basis of the revaluation index determined in the contract.

For cover relating to "Death and related benefits" (Death and Permanent Total Disability "from all causes", death and Permanent Total Disability resulting from an accident, double effect, education annuity, spouse's annuity and death of a family member, excluding incapacity for work and disability cover), the base salary used to calculate benefits may not be less than a floor equal to the French Annual Social Security Ceiling (PASS) for the year during which the claim occurred for a full-time employee. This floor may be reduced pro rata temporis in the case of part-time work.

In any event, the salary used to calculate benefits cannot exceed the salary chosen by your employer as the base for contributions.

The base salary is broken down as follows:

- Tranche A** Portion of remuneration limited to the amount of the French Annual Social Security Ceiling.
- Tranche B** Portion of remuneration above the French Annual Social Security Ceiling and less than or equal to four times that ceiling.
- Tranche C** Portion of remuneration exceeding four times the French Annual Social Security Ceiling and less than or equal to eight times the French Annual Social Security Ceiling.

Employees with less than twelve full months' insurance cover

In this case, the basic annual salary is equal to twelve times the average monthly gross salary paid. However, when the salary received over this period corresponds to all or part of a salary that includes elements that are not paid monthly, these elements are included in this average after being reduced to their monthly value, taking into account the frequency of their payment.

In all cases, the salaries considered for the determination of the annual salary are those declared to the Institution on the date of the occurrence of the claim. Consequently, any corrections to salary declarations or declarations of gratuities, bonuses or backpay made after the date on which the claim arose will not be taken into consideration.

Revaluation of benefits

Each year, the Board of Directors of the Institution decides, on the basis of the recommendations of the "Comité Paritaire de Surveillance Prévoyance gros risque" (CPS Prévoyance gros risque) and depending on the results of the contract, to carry out a possible revaluation of the benefits in progress, by fixing, if necessary, a rate of revaluation which applies to the benefits paid under the contract.

This revaluation rate also applies to the salary used to calculate the death and related benefits maintained for people who are off work.

The benefits paid under the "Incapacity for Work" and "Disability" benefits, as well as the annuities paid under the "Death and related benefits" cover, are revalued on 1 January of each calendar year.

The salary serving as the basis for calculating the benefits maintained under the "Death and related benefits" can be revalued on 1 January of each calendar year.

This revaluation is without prejudice to the application of the revaluation of the death benefit as provided for by Law no. 2014 - 617 of 13 June 2014 and Decree no. 2015 - 1092 of 28 August 2015.

There will be no increase in benefits on 1 January 2023.

In addition, it is specified that the revaluation of benefits ceases from the date of termination or non-renewal of the provident contract, except in the absence of a new insurer.

In the latter case, the periodic benefits paid under the "Incapacity for Work" and "Disability" benefits, the annuities paid under the "Death and Related Benefits" cover, as well as the salary serving as the base for the calculation of the benefits maintained under the "Death and Related Benefits" cover, may be revalued annually on the basis of the rate decided by the Institution's Board of Directors.

Conditions for the implementation of cover

Excluded events

A / Exclusions relating to Death, Permanent Total Disability, Incapacity for Work and Disability Risks

The cover provided for in the contract in the event of the occurrence of one of the risks listed above is not covered if the occurrence of the risk results from:

- directly or indirectly from the disintegration of the atomic nucleus;
- the Participant's suicide occurring during the first year of membership of the SCHNEIDER ELECTRIC GROUP provident contract. Membership of the contract taken out with the previous insurer is taken into account when calculating the one-year period;
- acts of war when France is a belligerent party, unless special conditions are laid down by legislation on life insurance in wartime; in the event of war, cover may only be granted under the conditions laid down by French legislation on life insurance in wartime;
- popular uprising, riot, affray, acts of terrorism in which the Participant has taken an active part, it being specified that cases of self-defence, assistance to a person in danger or maintenance or surveillance missions with a view to maintaining the safety of persons or property of the Company are covered, if the beneficiary can prove this;
- flights made aboard an aircraft without a valid certificate of airworthiness or piloted by a person without a valid pilot's licence for the aircraft used or with an out-of-date licence, and this pilot may be the Participant himself.
- the voluntary or intentional act of the beneficiary or Participant.

B / Exclusions relating to increases in Death or Permanent Total Disability benefits in the event of an accident

In addition to the exclusions provided for in Article A of this section, the increases provided for in the contract in the event of Accidental Death or Permanent Total Disability resulting from an accident are not covered if the accident results from:

- if, on the day of the event, the Participant is found to have used narcotics or medicinal substances without complying with the medical prescription;
- if, on the day of the event, the Participant's blood alcohol level is found to be equal to or higher than the legal limit specified in the Highway Code;
- the practice of sports that do not have a sports federation and are therefore not recognised by the French Ministry of Health, Youth and Sport;
- practising sport in a professional capacity;
- participation as a competitor or passenger in competitions, demonstrations, acrobatics or record attempts using motorised vehicles;
- the consequences of wilfully handling devices of war or explosives the possession of which is prohibited;
- the practice of parachuting, parasailing or paragliding, the piloting of an Ultra-Light Motorised aircraft (ULM) or any other non-approved aircraft. However, Participants enrolled in the Company's Works Committees clubs are not excluded from the consequences of accidents resulting from the use of paragliders and microlight aircraft.

C / Special features relating to the risks of incapacity for work and disability

The penalty provided for in Article D 323-2 of the French Social Security Code (50% reduction in daily benefits for the period between the date on which the medical leave was prescribed, or extended, and the date on which it was sent to the Caisse Primaire d'Assurance Maladie in the event of late notification) is not covered by the Institution.

Time limit for declaring a claim

Incapacity for work and disability

The declaration of the state of temporary total incapacity for work or disability must be made to the Institution by your employer or, failing that, by yourself (where the employment contract has been terminated) within six months of the date on which the state of incapacity or disability began.

Permanent Total Disability

The declaration of disability must be made to the Institution by your employer or, failing that, by yourself (where the employment contract has been terminated) within six months of notification by the Social Security, except in cases of force majeure.

Late declaration

In the event of a declaration after the deadlines indicated in the previous paragraph, the Institution reserves the right to claim forfeiture of compensation for late declaration if this has caused it prejudice.

Forfeiture

A beneficiary of death cover who has been convicted of deliberately causing the Participant's death shall forfeit the benefit of the cover, which shall produce its effects for the benefit of the other beneficiaries.

Misrepresentation

Cover is cancelled in the event of intentional misrepresentation or concealment, in accordance with the provisions of article L 932-7 of the French Social Security Code. In this case, the contributions paid remain the property of the Institution.

These provisions do not apply where membership of the Institution is the result of an obligation laid down by a branch agreement or a professional or inter-professional agreement.

Prescription

All actions deriving from the contract are prescribed within two years of the event giving rise to them.

The period of limitation is increased to:

- 5 years for incapacity for work;
- 10 years for death benefits (capital lump sum, education annuity and spouse's annuity) paid to beneficiaries.

In accordance with the provisions of Article L932-13 of the Social Security Code and Law no. 2014-617 of 13 June 2014, the period of limitation is extended to 30 years from the Participant's death for beneficiaries who have not been informed of their status by the Institution.

However, the period of limitation runs:

- only from the day on which the Institution becomes aware of it in the event of concealment, omission or misrepresentation;
- only from the day on which the persons concerned became aware of the risk, if they can prove that they were unaware of it until then.

When action brought by the Company, the Participant, the Beneficiary or the Rightful Claimant against the Institution is based on the recourse of a third party, the period of limitation only runs from the day on which this third party has taken legal action against the Company, the Participant or the Beneficiary, or has been compensated by them.

The limitation period is interrupted in the following cases:

- **recognition by the debtor of the right of the person they were pursuing;**
- **legal proceedings, including summary proceedings;**
- **writ of execution;**
- **appointment of experts following a claim;**
- **sending of a registered letter with acknowledgement of receipt addressed either to the Company by the Institution with regard to the action for payment of the contribution, or to the Institution by the Participant, the beneficiary or the rightful claimants with regard to the payment of the benefit.**

Payment of benefits

Once the supporting documents given below have been received in full, disability benefits are paid within fifteen working days, and death benefits within thirty working days.

In application of the withholding tax on income, supplementary pension benefits falling within the scope of the withholding tax are paid, where applicable, minus the amount due in respect of tax.

This amount is calculated on the basis of the personalised rate, if known, or, failing that, the non-personalised rate; it is paid to the tax authorities.

If benefits are paid directly to the beneficiary, withholding tax is deducted by the insurer.

If the benefits are paid to the Company, withholding tax is deducted by the Company. In both situations, the benefits are paid to the beneficiary net of tax.

Documents required for payment of benefits

In addition to the duly completed claim form, the supporting documents to be provided in the event of a claim for the payment of benefits are those listed in the table below. However, the Institution may ask you for other supporting documents to complete the file.

Supporting documents \ Claim for benefits in the event of	Death	PTD	Temporary incapacity	Disability
Request for benefit				
Death certificate	-	-	-	-
Copy of pay slips corresponding to the reference salary	-	-	-	-
Copy of Social Security daily allowance statements	-	-	-	-
Detailed medical certificate specifying the nature of the illness, the date on which it was first diagnosed and the expected length of time off work (to be sent in an envelope marked confidential for the attention of the Medical Adviser of the Institution).	-	-	-	-
In the event of a relapse, medical certificate stating that the new stoppage is due to the same illness	-	-	-	-
Medical certificate detailing the nature and circumstances of the death (to be returned in an envelope marked confidential for the attention of the Medical Adviser)	-	-	-	-
Receipt for funeral expenses	-	-	-	-
Medical report drawn up by the patient's doctor or by the doctor who diagnosed the PTD (to be returned in a confidential envelope for the attention of the Medical Adviser)	-	-	-	-
Written request from your legal representative	-	-	-	-
Copy of the Social Security award notification for the disability annuity or permanent incapacity annuity	-	-	-	-
Bank details (accompanied by a copy of the Beneficiary's valid National Identity Card or Passport)	-	-	-	-
Proof of salary received in the event of a partial return to work, or sworn declaration that you are not in employment	-	-	-	-
Certificate from the member showing gross and net salaries (or from all employers if the member has multiple employers)	-	-	-	-
Birth certificate with marginal mention of the Participant drawn up after the Death	-	-	-	-
Family situation				
Photocopy of the Participant's income tax return (and those of any spouse or children)	-	-	-	-
Full copy of each beneficiary's birth certificate	-	-	-	-
Copy of each Beneficiary's valid National Identity Card or Passport	-	-	-	-
Copy of the Participant's family record book	-	-	-	-
For the partner in a civil union, a birth certificate showing the civil union status.	-	-	-	-
For the Participant's cohabiting partner, a copy of the two tax notices (for the Participant and the cohabiting partner living at the same address) for the two years preceding the Participant's death.	-	-	-	-
In the case of dependent ascendants, the tax notice or a certificate from the tax authorities acknowledging that the ascendants are attached to the deceased member's tax household for the year in which the death or permanent total disability occurred.	-	-	-	-

Supporting documents	Claim for benefits in the event of			
	Death	PTD	Temporary incapacity	Disability
Family situation (continued)				
For children aged over 18 and under 27 (to be submitted every year for annuity payments) proof that they are still in education (school certificate, copy of employment or apprenticeship contract) proof of registration with France Travail and, for disabled children, proof that they are recognised by the tax authorities as being dependent on the deceased member ⁽¹⁾ .	-	-		
For children receiving the Allocation d'Education de l'Enfant Handicapé (AEEH) or the Allocation Adulte Handicapé (AAH), send a copy of the certificate of allocation of these allowances ⁽¹⁾ for each period renewed for the AEEH or AAH.	-	-		
For children recognised as category 2 or 3 invalids by the Social Security, a copy of the certificate of payment of the disability annuity ⁽¹⁾	-	-		
Life certificate ⁽¹⁾	-	-		
Copy of guardianship order or judgment ⁽²⁾	-	-		
Notarised deed establishing the devolution of succession	-	-		
Certificate of Civil Union (PACS)	-	-		
Proof of joint residence in the case of cohabitation (tax notice, electricity bill, joint lease, insurance certificate, etc.).	-	-		
Police or gendarmerie report in the event of an accident	-	-		

(1) Document to be provided at the start of the claim and periodically thereafter.

(2) Document to be provided when the application of the cover depends on the participant's children or dependants.

Appendix: Summary of cover taken out

Category of staff covered

The population covered by this scheme is made up, on a **mandatory basis**, of all active employees registered on the Company's records.

In addition, the following are covered by this provident scheme:

- Staff seconded abroad who are covered by the French Social Security system,
- Expatriate staff who pay contributions to the Caisse des Français à l'Etranger (CFE). In addition to the provisions of the "Annual base salary for benefits" paragraph on page 25 of this document, it is specified that for expatriates the gross remuneration taken into account for the calculation of benefits may under no circumstances exceed the remuneration taken into account for the calculation of contributions,
- Staff on periods of military or police reserve duty whose employment contract is suspended. For these members of staff, the basis for calculating contributions and benefits is equal to the gross salaries for the last twelve calendar months subject to Social Security contributions and preceding the month of departure on reserve duty.
- Staff whose employment contract has been suspended without pay due to working for a Monegasque employer. This concerns staff who work in France for a Monegasque employer during a given month and who meet all of the following conditions:
 - you are working in France during the calendar month in question and you are receiving remuneration for this work;
 - you are not on secondment or do not have expatriate status when you are working for a Monegasque employer;
 - your employment contract is suspended during the period in which you work for a Monegasque employer and;
 - you do not receive any pay in France during this period of suspension of your employment contract.

During this period of suspension of your employment contract without pay due to working for a Monegasque employer your affiliation to the provident scheme is maintained.

You benefit from the specific provisions concerning the base for contributions and benefits:

During the period of suspension of the employment contract without pay due to working for a Monégasque employer, the base for contributions and benefits is reconstituted on the basis of the gross monthly pay that you would have received if you had continued to work in France (on a full-time or part-time basis) for the entire month.

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Information – Complaints

Requests for services, benefits, information or advice should be sent to the contract manager(s):

KLESIA Prévoyance
TSA 20202
69307 LYON CEDEX 07
☎ 01 71 39 15 15
Monday to Friday, 9am to 6pm
klesia.fr

Cover: Amount of benefits

Death and Permanent Total Disability cover

The choice of option (Option 1, Option 2 or Option 3) will be determined by the beneficiary(ies) at the time of the Participant's death, except in the case of a choice made by the Participant as part of a beneficiary designation

In the absence of agreement between the beneficiaries on the choice of option, option 1 will be retained.

NATURE OF COVER	Option 1	Option 2	Option 3
DEATH	Enhanced death capital + education annuity	Death capital + enhanced education annuity	Death capital + education annuity + spouse annuity
Amount of benefits expressed as a % of gross annual salary	TA / TB / TC (1)		
Death / PTD capital, all causes			
SWD without dependent children	340 % (2)	None	None
Married, civil union partner, cohabiting partner with no dependent children	390 % (2)		210 % (2)
SWD with one dependent child	460 % (2)	340 % (2)	280 % (2)
Married, civil union partner, cohabiting partner with a dependent child	460 % (2)	340 % (2)	280 % (2)
For each dependent child from the 2 nd onwards	120 % (2)	70 % (2)	70 % (2)
Education allowance per child			
Payment until the day before the 17 th birthday of an annuity equal to ...	8 %	24 %	8 %
Payment from the 17 th birthday to the day before the 26 th birthday (or on the eve of the 27 th birthday) according to the situations defined in the scheme	10 %	30 %	10 %
Double pension if orphan (both parents)	Yes (if the child becomes an orphan following the death of the Participant or in the event of the simultaneous or successive death within 12 months of the Participant and their spouse or cohabitee)		
Life annuity if disabled child	Yes (for disabled children receiving the Allocation d'Education de l'Enfant Handicapé (AEEH) or the Allocation pour Adulte Handicapé (AAH) or recognised as disabled under categories 2 or 3 by the Social Security)		
Spouse pension: Cover based on age at death [(x % salary x (65 - X) = Lifetime] and [x % salary x (X - 25)) = Temporary].			
Payment of a life annuity equal to	None	None	0.50 % of base salary x (65 - X) (3)
Payment of a temporary annuity equal to			0.25 % of base salary x (X - 25) (3)
Increased Capital Accidental Death / Accidental PTD			
SWD without dependent children	100 % (2)		
Married, civil union partner (PACS), cohabiting partner with no dependent children	200 % (2)		
SWD with one dependent child	270 % (2)		
Married, civil union partner, cohabiting partner with a dependent child	270 % (2)		
For each additional dependent child from the 2 nd onwards	70 % (2)		
Double effect (to be divided between dependent children)			
Capital	100 % of the all causes death capital		
Predecease of spouse (spouse, civil union partner and cohabiting partner)			
Capital	20 %		

NATURE OF COVER	Option 1	Option 2	Option 3
DEATH (continued)	Enhanced death capital + education annuity	Death capital + enhanced education annuity	Death capital + education annuity + spouse annuity
Predecease of a dependent child			
Allowance (limited to funeral expenses actually incurred for children under 12)	200 % of the PMSS		
Funeral expenses			
Insured person	100 % of the PMSS		

(1) The base salary may not be less than one PASS for the year in which the claim occurred for a full-time employee. This floor may be reduced on a pro rata temporis basis in the case of part-time work.

(2) Ascendants as defined in the "Definition of family situation" section on page 17 of this document are treated in the same way as dependent children.

(3) X: Corresponds to the Participant's age on the date of their death calculated by the difference in years between the year of their birth and the year of their death.

In the event of the Participant's death or PTD, it is specified that:

- **Increases for dependent children:** The Institution will give priority to paying dependent children the minimum amount of the increases for dependent children, i.e. 70% of TA / TB / TC, as soon as it receives the supporting documents confirming that the child or children concerned are entitled beneficiaries.
- **Education annuities:** The Institution will give priority to the payment to dependent children of a minimum amount of the planned education annuity, i.e. 8% of TA/TB/TC or 10% of TA/TB/TC, depending on the age of the child(ren), as soon as it receives the supporting documents confirming the status of the child(ren) concerned as entitled beneficiaries.

Accident: Any unintentional bodily injury caused by the Participant or the beneficiary of the sum insured, resulting exclusively from the sudden action of an external cause, to the exclusion of any illness, even if it appears to be accidental (in particular cardiovascular disease, ruptured aneurysm, stroke, etc.).

ATMP: Accident at Work and Occupational Illness / **SWD:** Single - Widowed - Divorced / **PTD:** Permanent Total Disability / **IPP:** Permanent Partial Incapacity / **IPT:** Permanent Total Incapacity / **PASS:** French Annual Social Security Ceiling in force on 1 January of the financial year in which the event occurred / **PMSS:** French Monthly Social Security Ceiling in force on 1 January of the financial year in which the event occurred / **TA:** Tranche A. Fraction of remuneration limited to the amount of the PASS / **TB:** Tranche B. Fraction of remuneration between 1 and 4 times the PASS amount / **TC:** Tranche C. Fraction of remuneration between 4 and 8 times the PASS amount / **TD:** Tranche D. Fraction of remuneration between 8 and 12 times the PASS amount / **Incapacity rate "N":** corresponds to the incapacity rate recognised by the Social Security.

Disability cover

Deductible waiting period

- **Participants with the required length of service to benefit from continued salary payments by their employer:** benefits are paid in **addition to** the employer's salary maintenance scheme provided for by the Collective Bargaining Agreement applicable to the Participant.
- **Participants who do not have the required seniority to benefit from continued salary payments by their employer:** benefits are paid after a deductible waiting period of **3 continuous days'** absence from work.

The deductible period runs during the continuous period of total work stoppage and begins on the first day of this period. It is specified that for a Participant who has begun to benefit from the payment of daily allowances, a return to work of less than two months only results in suspension of payment, without application of a new deductible period, provided that the new period of absence is the result of the same illness or the same accident, and that the Participant provides proof of this in the form of a medical certificate.

The deductible period is **waived** if the work stoppage is the result of an accident at work or an occupational disease.

Amount

The benefit paid provides a **continuation of the net working salary**, taking into account the benefits paid by the Social Security ⁽¹⁾ and any salary maintained by the employer.

- (1) For expatriates, the benefit provided for above is paid taking into account those paid by the Caisse des Français à l'Etranger (CFE). In all cases, the benefit paid under the incapacity for work cover cannot be higher than that which would have been paid in France taking into account French Social Security benefits.

Disability cover

In the event of category 2 or 3 disability, the benefit paid **maintains the net working salary**, taking into account the benefits paid by the Social Security ⁽¹⁾.

In the event of category 1 disability, a benefit is paid equal to **50% of the gross base salary**, less the gross benefits paid by the Social Security ⁽²⁾.

For participants in category 1 disability whose employment contract has not been terminated and who are working part-time, it is specified that the benefit paid in respect of this disability is limited to 100% of the net working salary, taking into account the benefits paid by the Social Security and the salary received in respect of the part-time work.

In the event of category 3 disability, an **allowance equal to €600 per month** will be paid in addition to the benefit provided for above. Payment of this allowance ceases under the same conditions as the disability annuity. It should be noted that the provisions of the "capping clause" paragraph do not apply to this allowance.

Furthermore, in the event of disability resulting from an accident at work or an occupational disease, compensation is equal to:

- **Permanent disability rate greater than or equal to 50% corresponding to an annuity paid by the Social Security calculated at a rate greater than or equal to 25%:** the benefit paid **maintains the net working salary**, taking into account the benefits paid by the Social Security ^{(1) (3)}.
- **Permanent disability rate equal to or greater than 20% corresponding to an annuity paid by the Social Security calculated at the rate of 10% and less than 50% corresponding to an annuity paid by the Social Security calculated at the rate of 25%:** the amount of the annuity is equal to **85% of the gross base salary $TA / TB / TC \times (N / 50\%)$** , less the gross benefits paid by the Social Security ^{(2) (3)}.

N: Corresponds to the Participant's permanent disability rate.

- **Permanent disability rate of less than 20% corresponding to a Social Security annuity calculated at a rate of 10%:** no annuity is paid.

(1) For expatriates, the benefits provided for above are paid taking into account those paid by the Caisse des Français à l'Etranger (CFE). In all cases, the benefits paid under disability cover may not be higher than those that would have been paid in France taking into account French Social Security benefits.

(2) For expatriates, the benefits provided for above are paid after deduction of those paid by the Caisse des Français à l'Etranger (CFE). In all cases, benefits paid under disability cover may not exceed those that would have been paid in France after deduction of French Social Security benefits.

(3) It is specified that the benefits paid under the disability cover following an accident at work or an occupational illness for which the permanent disability rate is greater than or equal to 33% corresponding to an annuity paid by the Social Security calculated at the rate of 16.50% and less than 66% corresponding to a pension paid by the Social Security calculated at the rate of 49% cannot be less than the benefits provided for under the CCN de la Métallurgie, which are as follows:

- For managerial staff (staff covered by articles 2.1 and 2.2 of the ANI of 17 November 2017 relating to the provident scheme for managerial staff): 75% of gross base salary $TA / TB / TC \times (N / 66)$, less gross benefits paid by the Social Security.
- For non-managerial staff (staff not covered by articles 2.1 and 2.2 of the ANI of 17 November 2017 relating to the provident scheme for managerial staff): 70% of gross base salary $TA / TB / TC \times (N / 66)$, less gross benefits paid by the Social Security.

N: Corresponds to the Participant's permanent disability rate.

Optional continuation of "death and related benefits" cover in the event of suspension of the employment contract

Definition of continuation

It is specified that all the benefits provided under this plan are continued for the month during which the employment contract is suspended and for the following calendar month, provided that the contribution has been paid for the current month. No contribution is due for the following calendar month.

Beyond that point, the continuation of "Death and related benefits" cover may be granted at the participant's request, subject to payment of the corresponding contribution.

The "Death and related benefits" cover (Death and Permanent Total Disability cover "from all causes", death and Permanent Total Disability resulting from an accident, double effect, education annuity, spouse annuity, death of a family member and reimbursement of funeral expenses, excluding incapacity for work and disability cover) provided for in the contract may be continued, indissociably, on an optional basis, for Participants whose employment contract is suspended in the following cases:

- sabbatical leave;
- parental leave;
- business start-up leave;
- or any other reason for suspension of the employment contract without pay.

The request to continue cover must be made within one month of the suspension of the employment contract.

Basis of benefits

Benefits relating to the optional continuation of "death and related benefits" available to employees whose employment contract is suspended are calculated on the basis of their last gross annual salary.

Effective date and duration of cover

Effective date of cover

The benefits take effect at the end of the free continuation periods indicated above.

Duration of cover

Cover is maintained for the duration of the suspension of the employment contract.

The continuation of cover ends as soon as the person concerned returns to work within the insured workforce, provided that the Institution is informed within three months of the return.

The continuation of cover ceases in any event:

- at the same time as the leave or suspension of the employment contract ends;
- if you return to work;
- on retirement on the date the pension is paid;
- in the event of non-payment of the contribution;
- in the event of termination of the contract or membership;
- in the event of the Participant's death.

Social action and a high level of solidarity

The scheme includes a high degree of solidarity, as set out in the amendment of 8 July 2022 to the agreement of 14 January 2015, by the CPS Prévoyance Gros Risque (Comité Paritaire de Surveillance Prévoyance Gros Risque).

This high degree of solidarity, developed in accordance with article 22 of the CCN de la Métallurgie, is mainly the result of solidarity actions implemented by KLESIA Prévoyance.

Once a year, KLESIA Prévoyance will present the CPS with a document outlining the elements of financing devoted to non-directly contributory benefits detailing the high degree of solidarity, with a list of the actions and benefits implemented or proposed during the past financial year.

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