

Summary Plan Description for:

The Dow Chemical Company Group Legal Plan

ERISA Plan #542

Effective January 1, 2019 and thereafter until superseded

This Summary Plan Description (SPD) is updated from time to time. An updated version supersedes all prior versions of this SPD.

Copies of updated SPDs (including this SPD) are available at the Dow Benefits & Well-being website (www.dowbenefits.com) or by requesting a copy from HR Solutions (833-693-6947) or by submitting your request through the Dow Benefits website's Message Center (<http://dowbenefits.ehr.com>).

Summaries of material modifications may also be published from time to time in separate documents.

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1. ERISA INFORMATION

Name of Plan	The Dow Chemical Company Group Legal Plan
Type of Plan	Welfare benefit plan providing legal benefits
Type of Plan Administrator	Insurer administration
Plan Sponsor	The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, MI 48641 (833) 693-6947
Employer Identification Number	38-1285128
Insurer of Benefits	Hyatt Legal Plans, Inc. 1111 Superior Avenue Cleveland, OH 44114-2407 (800) 821-6400 www.legalplans.com
Plan Number	542
Plan Administrator	The Plan Administrator is the person, group of persons, or entity designated by the Plan Sponsor in accordance with the Plan Documents. The person, group of persons, or entity designated as Plan Administrator is listed in Appendix C. Named Fiduciaries . The address and phone number for the Plan Administrator are: The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, MI 48641 Attention: Plan Administrator for Group Legal Plan (833) 693-6947
Group Policy Number	069-0010
Claims Administrator for Plan Benefits	<i>Initial Claims:</i> Hyatt Legal Plans, Inc. Client Service Representative Telephone: 800-821-6400 <i>Appeals:</i> Hyatt Legal Plans, Inc. Director of Administration 1111 Superior Avenue Cleveland, Ohio 44114-2507 (For Florida plans contact Hyatt Legal Plans of Florida, Inc. at the above address.)

<p>Claims Administrator for a Claim for an Eligibility Determination</p>	<p>The Claims Administrators for a Claim for an Eligibility Determination is the person, group of persons, or entity designated by the Plan Sponsor in accordance with the Plan Documents. The person, group of persons, or entity designated as Claims Administrators for a Claim for an Eligibility Determination is listed in Appendix C. Named Fiduciaries.</p> <p>The address and phone number for the Claims Administrators for a Claim for an Eligibility Determination are:</p> <p><i>Initial Claims Reviewer:</i></p> <p>The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, MI 48641 Attention: Initial Claims Reviewer for Group Legal Plan (Eligibility Determination) (833) 693-6947</p> <p><i>Appeals Administrator:</i></p> <p>The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, MI 48641 Attention: Appeals Administrator for Group Legal Plan (Eligibility Determination) (833) 693-6947</p>
<p>Agent for Service of Legal Process</p>	<p>The Dow Chemical Company General Counsel Corporate Legal Department Global Dow Center 2211 H.H. Dow Way Midland, MI 48674</p>
<p>Funding</p>	<p>Employees pay the premiums for Plan coverage. Benefits under the Plan are insured through a group insurance contract with Hyatt Legal Plans, Inc. Benefits, if any, that are not paid through a group insurance contract are paid from the Company's or Participating Employer's general assets.</p> <p>Plan expenses (such as consulting fees, actuarial fees, attorneys' fees, third party administrator fees and other administrative expenses) may be paid by the Participating Employers or from assets of the Plan, if any.</p>
<p>Plan Year</p>	<p>The Plan's fiscal records are kept on a plan year beginning January 1 and ending December 31 of each year.</p>
<p>Effective Date of Plan</p>	<p>January 1, 2017</p>

2. INTRODUCTION

This booklet is the Summary Plan Description (“SPD”) for the Dow Chemical Company Group Legal Plan (the “Plan”). The Plan provides personal legal services for eligible Employees, their Spouses and Dependent Children. The Plan is administered by Hyatt Legal Plans, Inc. (“Hyatt”) through its MetLaw® legal services program.

The Plan is governed by the plan document for the Plan, which is the legal instrument under which the Plan is operated. This legal instrument is referred to in this SPD as the “Plan Document.” All statements made in this SPD are subject to the provisions and terms of the Plan Document, which control in the event of conflict with this SPD. You may request a copy of the Plan Document from the Plan Administrator.

This SPD contains important information about your benefits under the Plan. However, it does not contain all of the information that pertains to your benefits. Further information can be found in the Plan Document and the group insurance policy that underwrites the benefits provided under the Plan (the “Policy”). If there is an inconsistency between this SPD and the Policy, the Policy will govern.

The Dow Chemical Company reserves the right to amend, modify and terminate the Plan at any time in its sole discretion.

This SPD and the Plan Document do not constitute a contract of employment.

Capitalized terms that are not defined in the Glossary of this SPD have the meaning set forth in the Plan Document. References in this SPD to the “Company” mean The Dow Chemical Company and references to “Dow” or “Participating Employer” mean the Company or any other corporation or business entity the Company authorized to participate in the Plan. A pronoun or adjective in the masculine gender includes the feminine gender, and the singular includes the plural, unless the context clearly indicates otherwise.

3. PLAN PROVISIONS

3.1 ELIGIBILITY

You are eligible to enroll in the Plan if you are an active Employee of a Participating Employer. If you enroll in the Plan, your Spouse, Domestic Partner or Dependent Child are eligible for certain services as described in Section 3.7 and [Appendix A. Definition of Covered Services](#).

Eligibility for benefits under the Plan may continue during certain leaves of absences approved by a Participating Employer, such as an approved leave under the Company’s Military Leave Policy, Family Leave Policy or Medical Leave Policy, unpaid leave policy, or a period during which you receive partial disability payments under The Dow Chemical Company Long Term Disability Program. The benefits under the Plan shall be administered consistent with the terms of such approved leaves of absences. You must continue making any required contributions in order to keep your coverage in effect. The contributions must be paid by payroll deduction (if available) or any other means the Plan Administrator deems appropriate or necessary to collect the contributions.

3.2 ENROLLMENT

If you are an eligible Employee, you may enroll in the Plan as follows:

- During your Participating Employer's annual enrollment period;
- By submitting a properly completed election form to the person designated on the form within 90 days after your date of hire; or
- If you became an Employee of a Participating Employer as part of the separation of Dow Inc. from DowDuPont Inc., within 31 days from the date you became an Employee of a Participating Employer.

During open enrollment, you may also disenroll from the Plan, or you may change or update your Plan benefits selection. You are permitted to make changes to your enrollment or Plan benefits during the year only for a Qualifying Life Event to the extent provided below. If you terminate employment, your participation will end as described in Section 3.4; however, you may be able to continue your coverage at your own expense as described in Section 3.5. If you fail to submit a timely election during the annual enrollment period, your elections for the prior plan year will apply to you, if any.

You may enroll in the Plan during the year only upon one of the following Qualifying Life Events:

- You transition from being a less-than-full-time employee to a full-time employee;
- You return from an approved leave of absence (including military leave);
- You return from an international assignment;
- An event that changes your legal marital status, including Marriage, Domestic Partnership, death of your Spouse/Domestic Partner, divorce, annulment, or Termination of Domestic Partnership;
- An event that increases your number of Dependent Children, including birth, adoption, placement for adoption or death of your Dependent;
- You or your Spouse lose eligibility for pre-paid legal coverage; or
- A termination of employment for your Spouse/Domestic Partner.

You may disenroll from the Plan upon the following Qualifying Life Event: You transition from being a full-time employee to a less-than-full-time employee.

You must submit a written request to enroll or disenroll from the Plan, together with all required proof, within 90 days following the Qualifying Life Event. The following types of proof may be required: birth certificates, passports, marriage certificates, domestic partner signed statements, social security numbers, evidence of loss of spouse/domestic partner or dependent's employment, or any other form of proof the Plan Administrator deems appropriate.

3.3 DATE OF PARTICIPATION

Generally, your Plan coverage for a Plan Year becomes effective on the following days, as applicable:

- Your hire date if you submit a properly completed enrollment form within 31 days after your hire date;
- Your enrollment request date if you submit a properly completed enrollment form within 32-90 days after your hire date;
- The first day of the Plan Year following the annual enrollment period for enrollment elections you make during that annual enrollment period;

- The Qualifying Life Event date if you submit a properly completed enrollment form within 31 days after the Qualifying Life Event; or
- The enrollment request date if you submit a properly completed enrollment form within 32-90 days after the Qualifying Life Event.

3.4 CESSATION OF PARTICIPATION

Your participation under the Plan ends on the earliest to occur of the following:

- The date you cease to meet the eligibility and participation requirements under the Plan;
- The last day of the applicable period for which you make the contribution required for Plan participation;
- The effective date of a Plan amendment that terminates your coverage under the Plan; or
- The date of termination of the Plan.

If you cease to be eligible to participate in the Plan or your employment with a Participating Employer ends, the Plan will cover the legal fees for those Covered Services that were opened and pending during the period you were enrolled in the Plan. No new matters may be started after you become ineligible to participate in the Plan.

3.5 PORTABILITY

You can continue your legal services benefit after retiring or terminating employment. To do so, you must contact Hyatt's Client Service Center within 30 days of your termination date and indicate that you want to port the benefit. You are responsible for initiating this process within the appropriate time frame. Coverage during the portability period is the same as group coverage: the plan design and dependent coverage remain the same. Visit members.legalplans.com or call 1-800-821-6400 (Monday – Friday, 8:00 a.m. – 8:00 p.m. ET) for plan details.

To port the benefit:

- Call Hyatt's Client Service Center at 800-821-6400. Hyatt will send you an enrollment application. You must enroll within 30 days of your termination or retirement.
- Submit the enrollment application and a lump sum payment equal to the applicable monthly rate times the applicable portability period (as determined below) to Hyatt within 30 days of receipt of the application. Note: Refunds will not be issued after payment has been submitted.
- Your portability coverage will begin the first day of the month following Hyatt's receipt of your payment and approval of your coverage within the applicable deadline. For example, if you received the enrollment application on July 10th and submit the enrollment application and payment to Hyatt on July 22nd, then your portability coverage would begin on August 1st. If, however, you submitted the enrollment application and payment on August 5th, then your portability coverage would begin on September 1st.

If your termination of employment or retirement occurs before January 1, 2020, the applicable portability period is 30 months. If your termination of employment or retirement occurs on or after January 1, 2020, the applicable portability period is 12 months.

You are not eligible for portability coverage if:

- Your participation under the Plan ends because your employer ceases to be a Participating Employer. This could happen, for example, if your employer stops sponsoring the Plan or if your employer is acquired by another company that does not sponsor the Plan.
- You are eligible to continue benefits while on a leave of absence, as described in Section 3.1, and your participation in the Plan ends while you are on such a leave of absence. For example, your participation in the Plan would end while you are on a leave of absence if you fail to timely pay the required contribution.

3.6 EMPLOYEE CONTRIBUTIONS

You pay the cost of the Plan through after-tax payroll deductions, based on your enrollment choice. The cost of the Plan is available by contacting the Human Resources (HR) Service Center at (833) 693-6947.

3.7 COVERED SERVICES

Covered Services

Participants are entitled to receive the legal services described in [Appendix A. Definition of Covered Services](#) to this SPD (“Covered Services”), subject to meeting the limitations and conditions described below and in Appendix A. **All Covered Services are available to you, your Spouse and other eligible Dependents, unless otherwise noted.**

The personal legal services will be provided through a panel of carefully selected participating law firms. Lawyers in this network of participating law firms are called “Plan Attorneys.”

Exclusions

Legal services that are not included on the list of Covered Services in [Appendix A. Definition of Covered Services](#) are “excluded services”. No services, not even a consultation, can be provided for such excluded services. Excluded services include the following:

- Employment-related matters, including Dow or statutory benefits matters;
- Matters involving Dow, MetLife®, their respective affiliates, or Plan Attorneys;
- Matters in which there is a conflict of interest between the Employee and his or her Spouse or other Dependents in which case services are excluded for the Spouse and such Dependents;
- Appeals and class actions;
- Farm, business or investment matters, matters involving property held for investment or rental, or issues when the participant is the landlord;
- Patent, trademark and copyright matters;
- Costs or fines in connection with the provision of Covered Services by Plan Attorneys or non-Plan Attorneys;
- Frivolous or unethical matters; and
- Matters for which an attorney-client relationship exists prior to the participant becoming eligible for Plan benefits.

Limitations and Conditions

- **What if other coverage is available to you?** If you are entitled to receive legal representation provided by any other organization, such as an insurance company or a government agency, or if

you are entitled to legal services under any other legal plan, coverage will not be provided under the Plan. However, if you are eligible for legal aid or public defender services, you will still be eligible for benefits under the Plan, so long as you meet the eligibility requirements.

- **What if you are involved in a legal dispute with your Dependents?** You may need legal help with a problem involving your Spouse, Domestic Partner or Dependent Children. In some cases, both you and your Dependent may need an attorney. If it would be improper for one attorney to represent both you and your Dependent, only you will be entitled to representation by a Plan Attorney. Your Dependent will not be covered under the Plan.
- **What if you are involved in a legal dispute with another Employee?** If you or your Dependents are involved in a dispute with another eligible Employee or that Employee's Dependents, Hyatt will arrange for legal representation with independent and separate counsel for both parties.
- **What if the court awards attorneys' fees as part of a settlement?** If you are awarded attorneys' fees as a part of a court settlement, the Plan must be repaid from this award to the extent that it paid the fee for your attorney.

3.8 CONFIDENTIALITY, ETHICS AND INDEPENDENT JUDGMENT

Your use of the Plan and the Covered Services that you obtain are confidential. The Plan Attorney will maintain strict confidentiality of the traditional lawyer-client relationship. The Plan Administrator will have access only to limited statistical information needed for orderly administration of the Plan. Neither Hyatt nor the Plan Attorney is permitted to provide your employer with information about your legal problems or the Covered Services you use under the Plan.

Neither Hyatt, the Company nor the Participating Employer will interfere with your Plan Attorney's independent exercise of professional judgment when representing you. All attorneys' services provided under the Plan are subject to ethical rules established by the courts for lawyers. The attorney will adhere to the rules of the Plan and he or she will not receive any further instructions, direction or interference from anyone else connected with the Plan. The attorney's obligations are exclusively to you. The attorney's relationship is exclusively with you. Hyatt is responsible for all services provided by Plan Attorneys.

You should understand that the Plan has no liability for the conduct of any Plan Attorney. You have the right to file a complaint with the state bar concerning attorney conduct pursuant to the Plan.

You have the right to retain at your own expense any attorney authorized to practice law in your state. Nothing in the Plan, this SPD or any other document requires you to retain a Plan Attorney.

Plan Attorneys will refuse to provide services if the matter is clearly without merit, frivolous or for the purpose of harassing another person. If you have a complaint about the legal services you have received or the conduct of an attorney, call Hyatt at **1-800-821-6400**. Your complaint will be reviewed and you will receive a response within two business days of your call.

3.9

HOW TO OBTAIN COVERED SERVICES

Website

To use MetLaw®, visit the Hyatt's member website at *members.legalplans.com*. To login, enter the last four digits of your Social Security Number and Zip Code. After you login you will jump to a page that is specific for member services. On this page you can choose the following options:

- How Do I Use the Plan?
- Covered Services
- Attorney Locator
- Obtain Case Number
- Life Guide
- Self-Help Documents/Forms

Client Service Center

You may also use MetLaw®, by calling Hyatt's Client Service Center at **1-800-821-6400** Monday – Friday 8 a.m. to 7 p.m., Eastern Time. Be prepared to give the last four digits of your Social Security Number and Zip Code. If you are a Spouse or an eligible Dependent Child of an eligible Employee, you will need the last four digits of the Social Security Number and Zip Code of the Employee through whom you are eligible. The Client Service Representative who answers your call will:

- Verify your eligibility for services;
- Make an initial determination of whether and to what extent your case is covered (the Plan Attorney will make the final determination of coverage);
- Give you a Case Number which is similar to a claim number (you will need a new Case Number for each new case you have);
- Give you the telephone number of the Plan Attorney most convenient to you; and
- Answer any questions you have about the Plan.

You then call the Plan Attorney to schedule an appointment at a time convenient to you. Evening and Saturday appointments are available. Plan Attorneys may not request or accept additional compensation of any nature from you for the provision of Covered Services, except that you will remain responsible for paying any court costs, filing fees, fines, judgments and any payments disbursed to third parties.

If there are no Plan Attorneys available, you will be asked to select your own attorney who is not a Plan Attorney. You may also select a non-Plan Attorney even if there are Plan Attorneys available. In both of these circumstances, Hyatt will reimburse you for these non-Plan attorneys' fees in accordance with a set fee schedule. Please see [Appendix B. Fee Reimbursement Schedule](#) for a copy of the fee schedule for non-Plan attorneys that is in effect as of the date in Appendix B. The Company, in its settlor capacity, contracted with Hyatt to establish the fee schedule in Appendix B. The fee schedule may be amended by Hyatt from time to time. Accordingly, please contact Hyatt for a copy of the most recent fee schedule.

For services to be covered under the Plan, you or your eligible Dependents must have obtained a Case Number, retained an attorney (either a Plan Attorney or a non-Plan Attorney) and the attorney must begin work on the covered legal matter while you are eligible to participate in the Plan.

3.10 CLAIMS PROCEDURES

General

A “Claim” is a written request by a claimant for a *Plan benefit* or an *Eligibility Determination*. There are two kinds of Claims:

A Claim for Plan Benefits is a request for benefits covered under the Plan.

An Eligibility Determination is a kind of Claim. It is a request for a determination as to whether a claimant is eligible to be a Participant or covered Dependent under the Plan or as to the amount a claimant must contribute towards the cost of coverage.

You must follow the claims procedures for either Claims for Plan Benefits or Claims for an Eligibility Determination, whichever applies to your situation. See the applicable sections below.

Who Will Decide Whether to Approve or Deny My Claim?

The Plan has more than one Claims Administrator. The initial determination is made by the Initial Claims Reviewer. If you appeal an initial determination, the appellate decision is made by the Appeals Administrator. Each of these Claims Administrators is a named fiduciary of the Plan with respect to the respective types of Claims that they process.

Claims for a Plan Benefit: The Initial Claims Reviewer and the Appeals Administrator are Hyatt.

Claims for an Eligibility Determination: The Initial Claims Reviewer and the Appeals Administrator are the person, group of persons or entity designated by the Plan Sponsor in accordance with the Plan Document. The person, group of persons or entity designated as Initial Claims Reviewer and Appeals Administrator are listed in [Appendix C. Named Fiduciaries](#).

Authority of the Administrators and Your Rights Under ERISA

The Claims Administrators have full, complete, and final discretion to interpret the provisions of the Plan Document and to make findings of fact in order to carry out their respective decision-making responsibilities. However, the Claims Administrators’ determinations are subject to the interpretations of the Plan Document made by the Plan Administrator. Interpretations and Claims decisions by the Claims Administrators are final and binding on Participants (except to the extent the Initial Claims Reviewer is subject to review by the Appeals Administrator). You may file a civil action against the Plan under section 502 of the Employee Retirement Income Security Act of 1974 (“ERISA”) in a federal court, provided you complete the claims procedures described in this section of the SPD (or the Claims Administrator fails to timely respond to your Claim). If the Claims Administrators’ determinations are challenged in court, they shall not be overturned unless proven to be arbitrary and capricious. Please see Section 3.11 (Litigation) of this SPD for the deadline for filing a lawsuit.

An Authorized Representative May Act on Your Behalf

An authorized representative may submit a Claim or request certain documents relating to the Plan from the Plan Administrator on behalf of a Participant. The Plan will recognize a person as a Participant’s “Authorized Representative” if such person submits a notarized writing signed by the Participant stating that the Authorized Representative is authorized to act on behalf of such Participant. A court order

stating that a person is authorized to submit Claims on behalf of a Participant will also be recognized by the Plan.

How to File a Claim for Plan Benefits

For Claims for Plan Benefits, the claimant should call Hyatt's Client Service Center at 1-800-821-6400, between Monday – Friday 8 a.m. to 7 p.m., Eastern Time. A claimant can also file a Claim for Plan Benefits by logging into Hyatt's website, at members.legalplans.com. When you call or log on, please have the company name of your Employer, the last four digits of your Social Security Number, and your home Zip Code available to provide the Client Service Representative or to access your account on the website.

How to File a Claim for an Eligibility Determination

For Claims for an Eligibility Determination, the Claim must be in writing and contain the following information:

- The name of the Employee (or former Employee), and the name of the person (Employee, Spouse/Domestic Partner, Dependent Child, as applicable) for whom the eligibility determination is being requested
- The name of the plan for which the eligibility determination is being requested
- If the eligibility determination is being requested for the Employee's Dependent:
 - a description of the relationship of the Dependent to the Employee (e.g., Spouse/Domestic Partner, Dependent Child, etc.)
 - documentation of such relationship (e.g., marriage certificate/statement of Domestic Partnership, birth certificate, etc.)

Claims for Eligibility Determinations must be filed with:

The Dow Chemical Company
North America Benefits
P.O. Box 2169
Midland, MI 48641
(833) 693-6947

Attention: Initial Claims Reviewer for Group Legal Plan (Eligibility Determination)

Initial Determinations

If you submit a Claim for Plan Benefits, you must do so as soon as reasonably possible, but not later than twelve months, after the date that Covered Services were performed. If you submit a Claim for an Eligibility Determination, you must do so before the end of the year in which you seek enrollment or for which you claim you were charged an incorrect premium. The Initial Claims Reviewer will review your Claim and notify you of its decision to approve or deny your Claim. Such notification will be provided to you in writing within a reasonable period, not to exceed 90 days after the date you submitted your claim, except that under special circumstances, the Initial Claims Reviewer may have up to an additional 90 days to provide you such written notification. If the Initial Claims Reviewer needs such an extension, it will notify you prior to the expiration of the initial 90-day period, state the reason why such an extension is needed, and state when it will make its determination.

If the applicable Initial Claims Reviewer denies the Claim, the written notification of the Claims decision will state the reason(s) why the Claim was denied and refer to the pertinent Plan provision(s). If the Claim was denied because you did not file a complete Claim or because the Initial Claims Reviewer needed additional information, the Claims decision will state that as the reason for denying the Claim and will explain why such information was necessary. The decision will also describe the appeals procedures (described below).

Appealing the Initial Determination

If the Initial Claims Reviewer has denied your Claim, in whole or in part, you may appeal the decision. If you appeal the Initial Claims Reviewer's decision, you must do so in writing within 60 days of receipt of the Initial Claims Reviewer's determination, assuming that there are no extenuating circumstances, as determined by the Appeals Administrator. Your written appeal must include the following information:

- the name of the Employee;
- the name of Dependent, if the Dependent is the person who is appealing the Administrator's decision;
- the name of the Plan;
- reference to the determination made by the Initial Claims Reviewer; and
- an explanation of the reason why you are appealing the Initial Claims Reviewer's determination.

Appeals of Claims for an Eligibility Determination should be sent to:

The Dow Chemical Company
North America Benefits
P.O. Box 2169
Midland, MI 48641
Attention: Appeals Administrator for Group Legal Plan (Appeal of Eligibility Determination)

Appeals of Claims for Plan Benefits should be sent to:

Hyatt Legal Plans, Inc.
Eaton Center 1111 Superior Avenue
Cleveland, Ohio 44114-2507
Attention: Director of Administration (Appeal of Claim for Plan Benefit)

You may submit any additional information to the Appeals Administrator when you submit your request for appeal. You may also request that the Appeals Administrator provide you copies of documents, records and other information that is relevant to your Claim, as determined by the Appeals Administrator in its sole discretion. Your request must be in writing. Such information will be provided at no cost to you.

After the Appeals Administrator receives your written request to appeal the initial determination, the Appeals Administrator will review your Claim. Deference will not be given to the initial adverse decision, and the Appeals Administrator will look at the Claim anew. The Appeals Administrator will notify you in writing of its final decision. Such notification will be provided within a reasonable period, not to exceed 60 days of the written request for appellate review; except that under special circumstances, the Appeals Administrator may have up to an additional 60 days to provide written notification of the final decision. If the Appeals Administrator needs such an extension, it will notify you prior to the expiration of the initial 60-day period, state the reason why such an extension is needed, and state when it will make its determination. If an extension is needed because the Appeals Administrator

determines that it does not have sufficient information to make a decision on the Claim, it will describe any additional material or information necessary to submit to the Appeals Administrator, and provide you with the deadline for submitting such information.

The period for deciding your Claim may, in the Appeals Administrator's sole discretion, be tolled until the date you respond to a request for information. If you do not provide the information by the deadline, the Appeals Administrator will decide the Claim without the additional information.

If your claim is denied, in full or part, the written notification of the decision will state (1) the reason(s) for the denial; (2) refer to the specific provisions in the Plan Document on which the denial is based; (3) that you are entitled to receive upon request and free of charge reasonable access to and copies of all documents, records, and other information relevant to your Claim (as determined by the Claims Administrator under applicable federal regulations); and (4) that you have a right to bring a civil action under section 502 of ERISA.

3.11 LITIGATION

If you wish to file a lawsuit against the Plan (a) to recover benefits you believe are due to you under the terms of the Plan or any law; (b) to clarify your right to future benefits under the Plan; (c) to enforce your rights under the Plan; or (d) to seek a remedy, ruling or judgment of any kind against the Plan or the Plan fiduciaries or parties-in-interest (within the meaning of ERISA) that relates to the Plan, you may not file a lawsuit until you have exhausted the claims procedures described in this SPD and you must file the suit within the Applicable Limitations Period or your suit will be time-barred. However, neither this paragraph nor the Applicable Limitations Period applies to a claim governed by section 413 of ERISA.

The Applicable Limitations Period is the period ending one year after:

- in the case of a claim or action to recover benefits allegedly due to you under the terms of the Plan or to clarify your right to future benefits under the terms of the Plan, the earliest of: (a) the date the first benefit payment was actually made, (b) the date the first benefit payment was allegedly due, or (c) the date the Plan first repudiated its alleged obligation to provide such benefits;
- in the case of a claim or action to enforce an alleged right under the Plan (other than a claim or other action to recover benefits), the date the Plan first denied your request to exercise such right; or
- in the case of any other claim or action, the earliest date on which you knew or should have known of the material facts on which the claim or action is based, regardless of whether you were aware of the legal theory underlying the claim or action.

If a lawsuit is filed on behalf of more than one individual, the Applicable Limitations Period applies separately with respect to each individual. A Claim for Plan Benefits or an appeal of a complete or partial denial of a Claim, as described in the claims and appeals sections, generally falls under (1) above. Please note, however, that if you have a timely Claim pending before the Initial Claims Reviewer or a timely appeal pending before the Appeals Administrator when the Applicable Limitations Period would otherwise expire, the Applicable Limitations Period will be extended to the date that is 180 calendar days after the Appeals Administrator renders its final decision.

The Applicable Limitations Period replaces and supersedes any limitations period that ends at a later time that otherwise might be deemed applicable under any state or federal law. The Applicable Limitations Period does not extend any limitations period under state or federal law. The VPHR may, in

his or her discretion, extend the Applicable Limitations Period upon a showing of exceptional circumstances, but such an extension is at the sole discretion of the VPHR and is not subject to review.

Class Action Lawsuits

Legal actions against the Plan must be filed in U.S. federal court. Class action lawsuits must be filed in either (1) the jurisdiction in which the Plan is principally administered (currently the Northern Division of the United States District Court for the Eastern District of Michigan) or (2) the jurisdiction in the United States of America where the largest number of putative members of the class action reside (or, if that jurisdiction cannot be determined, the jurisdiction in which the largest number of class members is reasonably believed to reside).

If any putative class action is filed in a jurisdiction other than one of those described above, or if any non-class action filed in such a jurisdiction is subsequently amended or altered to include class action allegations, then the Plan, all parties to such action that are related to the Plan (such as a plan fiduciary, administrator or party in interest), and all alleged participants must take all necessary steps to have the action removed to, transferred to, or re-filed in one of the jurisdictions described above. This forum selection provision is waived if no party invokes it within 120 days of the filing of a putative class action or the assertion of class action allegations. This provision does not waive the requirement to exhaust administrative remedies before initiating litigation.

3.12 ADMINISTRATION

The Plan is provided for and administered through a contract with Hyatt. Hyatt makes all determinations regarding attorneys' fees and what constitutes Covered Services. All contributions collected from Employees electing this coverage are paid to Hyatt.

3.13 FUNDING

The Plan is funded by insurance underwritten by Hyatt and by Employee contributions.

3.14 AMENDMENT OR TERMINATION

The Company reserves the right to amend, modify, or terminate the Plan (including amending the Plan Document and the SPD), at any time, for any reason, in its sole discretion, with or without notice, retroactively or prospectively, to the full extent permitted by law. The procedures for amending, modifying, and terminating the Plan are set forth in the Plan Document.

If the Plan is terminated, all Covered Services then in process will be handled to their conclusion under the Plan.

3.15 PLAN ADMINISTRATORS

The Plan Administrator is the person, group of persons or entity designated by the Plan Sponsor in accordance with the Plan Document. The person, group of persons or entity designated as the Plan Administrator is listed in [Appendix C. Named Fiduciaries](#). The Company may also appoint other persons, groups of persons, or entities as named fiduciaries of the Plan. The Plan Administrator, Claims Administrators, and other Plan fiduciaries, each acting individually, have the sole and absolute discretion to interpret the Plan Document (including this SPD), make determinations, make findings of fact, and adopt rules and procedures applicable to matters they are authorized to decide. Such interpretations and determinations are conclusive and binding on all persons claiming benefits under, or otherwise having an interest in, the Plan, and if challenged in court, such interpretations and determinations shall not be

overturned unless proven to be arbitrary or capricious. For a detailed description of the Plan Administrator's and Claims Administrators' authority, see the Plan Document.

3.16 PAYMENT OF UNAUTHORIZED BENEFITS

If the Plan Administrator determines that benefits in excess of the amount authorized under the Plan were provided to, or on behalf of, you, your spouse or other dependent, or other person (for example, because benefits were paid even though the individual did not meet applicable eligibility requirements or because the wrong beneficiary was paid):

- The amount of any other benefit paid to, or on behalf of, you, your spouse or other dependent, or other person under the Plan may be reduced by the amount of the excess payment.
- The Plan Administrator may require you, your spouse or other dependent, or other person to reimburse the Plan for benefits paid, including reasonable interest.
- If the person does not reimburse the Plan by the date determined by the Plan Administrator, the Plan Administrator may cancel your coverage and refuse re-enrollment.
- The Plan Administrator may elect recoupment or reimbursement, regardless of whether the person who received the excess benefit was a Participant or beneficiary entitled to receive benefits, and regardless of whether the excess benefit was provided by reason of the Plan Administrator's error or by reason of false, misleading, or inaccurate information furnished by the Participant, beneficiary, or any other person.

For excess payments to beneficiaries, the Plan Administrator may elect to pursue any of the above remedies directly against you or your estate.

3.17 PLAN DOCUMENT

The Plan will be administered in accordance with its terms. If the VPHR determines that the applicable Plan Document or this SPD has a drafting error (sometimes called a "scrivener's error"), the applicable Plan Document or SPD will be applied and interpreted without regard to that error. The determination of whether there is a scrivener's error, and how to apply and interpret the Plan in the event of a scrivener's error, will be made by the VPHR, in the exercise of his or her best judgment and sole discretion, based on his or her understanding of the Company's intent in establishing the Plan and taking into account all evidence (written and oral) that he or she deems appropriate or helpful.

3.18 PRIVILEGE

If the Company or a Participating Employer (or a person or entity acting on behalf of the Company or a Participating Employer) or an Administrator or other Plan fiduciary (an "Advisee") engages attorneys, accountants, actuaries, consultants, and other service providers to advise them on issues related to the Plan or the Advisee's responsibilities under the Plan:

- the Advisor's client is the Advisee and not any employee, participant, dependent, beneficiary, claimant, or other person;
- the Advisee shall be entitled to preserve the attorney-client privilege and any other privilege accorded to communications with the Advisor, and all other rights to maintain confidentiality, to the full extent permitted by law; and
- no employee, participant, dependent, beneficiary, claimant or other person shall be permitted to review any communication between the Advisee and any of its or his or her Advisors with respect to whom a privilege applies, unless mandated by a court order.

3.19 WAIVER

A term, condition, or provision of the Plan shall not be waived unless the purported waiver is in writing signed by the Plan Administrator. A written waiver shall operate only as the specific term, condition, or provision waived and shall remain in effect only for the period specifically stated in the waiver.

3.20 NOTICES

No notice, election or communication in connection with the Plan that you, a beneficiary, or other person makes or submits will be effective unless duly executed and filed with the appropriate Administrator (including any of its representatives, agents, or delegates) in the form and manner required by the appropriate Administrator.

3.21 NO ASSIGNMENT OF BENEFITS

Except as otherwise provided in the Plan Document or an applicable Incorporated Document, or to the extent permitted or required by law, benefits payable under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or change of any kind.

3.22 UNCASHED CHECKS

Benefit payments made by check that is not cashed or deposited, or by electronic funds transfer or other payment method that is not deposited (for example, because you cannot be located), shall remain in the Company's general assets, and shall not escheat to the state. Unless the Plan Administrator determines in its sole discretion that there are extenuating circumstances or except as provided otherwise in an applicable Incorporated Document, the Plan's obligation to pay the benefit shall be extinguished if the check is not cashed or deposited, or electronic funds transfer or other payment is not deposited, within one (1) year after the date of the check, transfer, or other payment method. Any benefits to which the check, electronic funds transfer, or other payment method relates will be forfeited.

The Administrator is entitled to rely on the last address you provided to the Plan, and has no obligation to search for or ascertain your whereabouts.

3.23 TAX CONSEQUENCES OF COVERAGE AND BENEFITS

Neither the Company, nor any other Participating Employer or any other affiliate, makes any assertion or warranty about (1) services and supplies that you, your spouse or other dependent obtain, or obtain reimbursement for, as Plan benefits; or (2) whether any taxes are required by any government or government agency to be withheld from, or paid with respect to, amounts paid under the Plan. You, your spouse or your other dependent, as applicable, shall bear all taxes on amounts paid under the Plan to the extent that no taxes are withheld, irrespective of whether withholding is required.

3.24 FRAUD AGAINST THE PLAN

If you intentionally misrepresent information to the Plan, knowingly withhold relevant information from the Plan, or deceive or mislead the Plan, the Plan Administrator may (1) terminate your participation in the Plan and your coverage retroactively from the date deemed appropriate by the Plan Administrator, or prospectively; (2) require you to reimburse the Plan for amounts paid to you or your beneficiary, including all costs of collection such as attorneys' fees and court costs; and/or (3) prohibit you from enrolling in the Plan or determine that you are not eligible for coverage under the Plan. In addition, the Plan and/or Dow may pursue civil and/or criminal action against you or take other legal action. The employer may terminate your employment.

3.25 NO GOVERNMENT GUARANTEE OF WELFARE BENEFITS

Welfare benefits, such as the benefits provided by the Plan, are not required to be guaranteed by a government agency.

3.26 YOUR ERISA RIGHTS

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for you and other Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Participants and your Dependents. No one, including your employer, your union (if applicable), or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a Claim for Plan Benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits

Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

3.27 FOR MORE INFORMATION

If you have questions, contact the Plan Administrator, HR Solutions or Hyatt at 1-800-821-6400.

IMPORTANT NOTE

This booklet is the Summary Plan Description (“SPD”) for The Dow Chemical Company Group Legal Plan. However, this booklet is not all-inclusive and it is not intended to take the place of the Plan Document. In case of any conflict between this SPD and the Plan Document, the Plan Document will govern.

The Dow Chemical Company reserves the right to amend, modify or terminate the Plan (including amending the Plan Document and the SPD) at any time in its sole discretion.

The Plan Document is available for your review upon written request to the Plan Administrator. Neither the SPD nor the Plan Document constitutes a contract of employment. Your employer retains the right to terminate your employment or otherwise deal with your employment as if this SPD and the Plan had never existed.

4. GLOSSARY

The following is a glossary of the defined terms used in this SPD. Additional terms are defined in the Plan Document or the Policy. In case of conflict between this SPD and the Plan Document, the Plan Document will govern.

Administrator means either the Claims Administrator or the Plan Administrator.

Appeals Administrator means, with respect to reviewing an adverse Claim for Plan Benefits, Hyatt. The Appeals Administrator with respect to reviewing an adverse Claim for an Eligibility Determination is the person, group of persons or entity designated by the Plan Sponsor in accordance with the Plan Document. The person, group of persons or entity designated as the Appeals Administrator for Claims for an Eligibility Determination is listed in [Appendix C. Named Fiduciaries](#).

Claim means a written request by a claimant for a Plan benefit or for an eligibility determination that contains at a minimum, the information described in Section 3.10 (Claims Procedures).

Claim for an Eligibility Determination means a Claim requesting a determination as to whether a claimant is eligible to participate under the Plan or as to the amount a claimant must contribute towards the cost of coverage.

Claim for Plan Benefits means a Claim requesting that the Plan pay for benefits covered under the Plan.

Claims Administrator means either the Initial Claims Reviewer or the Appeals Administrator, depending on the context in which the term is used.

Code means the United States Internal Revenue Code of 1986, as amended.

Company means The Dow Chemical Company.

Covered Services means the legal services described in [Appendix A. Definition of Covered Services](#) to this SPD.

Dependent means an Employee's Spouse, Domestic Partner, or Dependent Child(ren).

Dependent Child(ren) means a child who is the Participant's natural child (coverage from the moment of birth) or legally adopted child; step-child; or foster child (coverage from the moment of placement in the home), provided that no child shall be recognized as a Dependent Child after the month in which the child turns age 26.

Domestic Partner means a person who is a member of a Domestic Partnership with an Employee. A "Domestic Partnership" means, for all determinations made on or after January 1, 2019, a relationship between two people that meets all of the requirements of paragraph A, or the requirements of paragraph B, below. In addition, both people must sign a statement, acceptable to the Plan Administrator, certifying that the requirements of paragraph A or paragraph B, as applicable, have been met; the statement must be provided to the Plan Administrator; and there must have been no change in circumstances that would render such statement invalid as of the determination date.

A. Facts and Circumstances Test

1. The two people live together on the determination date;

2. The two people are not Married to other persons;
3. The two people are each other's sole Domestic Partner in a committed relationship similar to a legal Marriage and with the intent to remain in the relationship indefinitely;
4. Both people are legally competent and able to enter into a contract;
5. The two people are not related to each other in a way which would prohibit legal Marriage;
6. In entering the relationship with each other, neither of the two people is acting fraudulently or under duress; and
7. The two people have been and are financially interdependent with each other and have submitted proof acceptable to the Plan Administrator of such financial interdependence.

B. Civil Union Test. Evidence satisfactory to the Plan Administrator is provided that the two people are registered as domestic partners, or partners in a civil union in a state or municipality or country that legally recognizes such domestic partnerships or civil unions.

The Plan will cease to recognize a Domestic Partnership as of the date stated on a valid "Termination of Domestic Partner Relationship" form filed with the Plan Administrator.

Dow means a Participating Employer or collectively, the Participating Employers, as determined by the context of the sentence in which it is used, as such is interpreted by the Plan Administrator or his or her delegee.

Employee means a person who:

- is employed by a Participating Employer to perform personal services in an employer-employee relationship that is subject to taxation under the Federal Insurance Contributions Act or similar federal statute, if such statute exists in the Employee's location; and
- receives payment for services performed for the Participating Employer directly from the Participating Employer's or the Company's payroll department.

The definition of "Employee" does not include an individual who is determined by the Plan Administrator or a Participating Employer to be:

1. a leased employee as defined by Code § 414(n) without regard to the one-year requirement in Code § 414(n)(2), which generally means an individual who provides services to a Participating Employer pursuant to an agreement between the Participating Employer and another business, such as a leasing organization;
2. an individual retained by the Participating Employer pursuant to a contract or agreement (including a long-term contract or agreement) that specifies that the individual is not eligible to participate in the Plan;

3. an individual who is classified or treated as an independent contractor; or
4. a self-employed individual, as defined in Code § 401(c)(1)(A), which generally means an individual who has net earnings from self-employment in a trade or business in which the personal services of the individual are a material income-producing factor.

If the Plan Administrator or a Participating Employer determines that an individual is not an “Employee,” the individual will not be eligible to participate in the Plan, regardless of whether the determination is subsequently upheld by a court or tax or regulatory authority having jurisdiction over such matters or whether the individual is subsequently treated or classified as an Employee for certain specified purposes. Any change to an individual’s status by reason of such reclassification or subsequent treatment will apply prospectively only (*i.e.*, will apply to coverage after the reclassification).

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Hyatt means Hyatt Legal Plans, Inc.

Initial Claims Reviewer means, with respect to deciding Claims for Plan Benefits, Hyatt. The Initial Claim Reviewer with respect to deciding Claims for an Eligibility Determination is the person, group of persons or entity designated by the Plan Sponsor in accordance with the Plan Document. The person, group of persons, or entity designated as the Initial Claims Reviewer for Claims for an Eligibility Determination is listed in [Appendix C. Named Fiduciaries](#).

Married or Marriage for a person subject to United States federal income taxation means a civil contract between two individuals who have the legal capacity to marry and that is formalized by a marriage license. Whether a person subject to federal income taxation in the United States is “Married” for purposes of the Plan shall be determined in accordance with IRS Revenue Ruling 2013-17 and other relevant guidance issued by the Internal Revenue Service and the Department of Labor. For a person who is not subject to United States federal income taxation “Married” or “Marriage” means legally married under the laws of the country or jurisdiction either where the marriage is entered into or where the person resides.

Participant means each Employee who, in accordance with Article III of the Plan Document, is eligible to participate in the Plan and remains eligible for benefits under the Plan.

Participating Employer means the Company or one of its subsidiaries or affiliates that the Company authorizes to participate in the Plan. Notwithstanding anything to the contrary, a “Participating Employer” is only a “Participating Employer” while it is a member of the Company’s controlled group of corporations within the meaning of section 414(b) or section 414(c) of the Code. If the entity ceases to be a member of the Company’s controlled group of corporations, then the entity ceases to be a “Participating Employer” on the date it is no longer a member of the controlled group of corporations.

Plan means The Dow Chemical Company Group Legal Plan, together with any and all amendments and supplements thereto.

Plan Administrator means the person, group of persons or entity designated by the Plan Sponsor in accordance with the Plan Document. The person, group of persons or entity designated as the Plan Administrator is listed in [Appendix C. Named Fiduciaries](#).

Plan Attorney means a lawyer participating in the Plan’s network of participating law firms.

Plan Document means the legal instrument under which the Plan is operated. The insurance policy through which Plan benefits are funded and this SPD are part of the Plan Document.

Plan Year means the twelve-month period beginning each January 1 and ending each December 31. The accounts, books, and records of the Plan shall be kept on a calendar year basis.

Policy means the group insurance policy that underwrites the benefits provided under the Plan.

Spouse means a person who is Married to the Employee.

Summary Plan Description or **SPD** means this summary plan description for the Plan, together with any and all amendments and supplements hereto.

Termination of Domestic Partnership occurs when you complete and sign a statement satisfactory to the Plan Administrator that states, among other things, that the Domestic Partnership is terminated. A Termination of Domestic Partnership is not effective with respect to the Plan until the Plan Administrator has received the signed statement.

VPHR means the Vice President of the Company with the senior responsibility for human resources.

APPENDIX A.
DEFINITION OF COVERED SERVICES

MetLaw

ADVICE AND CONSULTATION

Office Consultation

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the Plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

Telephone Advice

This service provides the opportunity to discuss with an attorney any personal legal problems that are Covered Services. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the Plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation

CONSUMER PROTECTION

Consumer Protection Matters

This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

DEBT MATTERS

Debt Collection Defense

This benefit provides Participants with an attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It includes a motion to vacate a default judgment. It does not include

counter, cross or third party claims; bankruptcy, any action arising out of family law matters including support and post decree issues; or any matter where the creditor is affiliated with Dow.

Identity Theft Defense

This service provides the Participant with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides the Participant with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any action arising out of divorce or post decree matters, or any matter where the creditor is affiliated with Dow.

Identity Management Services

This service provides the Participant with access to LifeStages Identity Management Services provided by IDT911. These services include both Proactive Services when the Participant believes their personal data has been compromised as well as Resolution Services to assist the Participant in recovering from account takeover or identity theft with unlimited assistance to fix issues, handle notifications, and provide victims with credit and fraud monitoring. Theft Support, Fraud Support, Recovery and Replacement services are covered by this service. For more information on identity theft protection, please visit <http://www.legalplans-idtheft.com/>.

Personal Bankruptcy or Wage Earner Plan

This service covers the Employee and Spouse in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or Wage Earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with Dow, even if the Employee or Spouse chooses to reaffirm that specific debt.

Tax Audits

This service covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has concerning the Participant's tax return; negotiating with the agency; advising the Participant on necessary documentation; and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns.

DEFENSE OF CIVIL LAWSUITS

Administrative Hearing Representation

This service covers Participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse governmental action. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters or litigation of a job-related incident.

Civil Litigation Defense

This service covers the Participant in defense of an arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters, matters with criminal penalties or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross claims.

Incompetency Defense

This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

DOCUMENT PREPARATION

Deeds

This service covers the preparation of any deed for which the Participant is either the grantor or grantee.

Demand Letters

This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

Mortgages

This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

Promissory Notes

This service covers the preparation of any promissory note for which the Participant is the payor or payee.

Document Review

This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

Elder Law Matters

This service covers counseling the Participant over the phone or in the office on any personal issues relating to the Participant's parents as they affect the Participant. The service includes reviewing documents of the parents to advise the Participant on the effect on the Participant. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills. The service also includes preparing deeds involving the parents when the Participant is either the grantor or grantee; and preparing promissory notes involving the parents when the Participant is the payor or payee.

FAMILY LAW

Name Change

This service covers the Participant for all necessary pleadings and court hearings for a legal name change.

Prenuptial Agreement

This service covers representation of the Employee and includes the negotiation, preparation, review and execution of a prenuptial agreement between the Employee and his or her fiancé/partner prior to their marriage or legal union (where allowed by law), outlining how property is to be divided in the event of separation, divorce or death of a spouse. Representation is provided only to the Employee. The fiancé/partner must have separate counsel or must waive his or her right to representation. It does not include subsequent litigation arising out of a prenuptial agreement.

Protection from Domestic Violence

This service covers the Employee only, not the Spouse or other Dependents, as the victim of domestic violence. It provides the Employee with representation to obtain a protective order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action, or representation for the offender.

Uncontested Adoption

This service covers all legal services and court work in a state or federal court for an uncontested adoption or the uncontested legitimization of a child for the Participant and Spouse. The reformation of a birth certificate is also covered. If an adoption or legitimization becomes contested, the Participant or Spouse must pay all additional legal fees.

Uncontested Guardianship or Conservatorship

This service covers establishing an uncontested guardianship or conservatorship over a person and his or her estate when the Employee or Spouse is appointed as guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. If the proceeding becomes contested, the Participant or Spouse must pay all additional legal fees. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting or terminating the guardianship or conservatorship once it has been established.

IMMIGRATION

Immigration Assistance

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Participant prepare for hearings.

INSURANCE MATTERS

Insurance Claims

This service provides the Participant with assistance in making insurance claims with the Participant's own carrier, provided the carrier is not affiliated with the Plan Member's Sponsor or Employer. Litigation of coverage issues is included. Litigation of damages is not included.

PERSONAL INJURY

Personal Injury (25% Network Maximum)

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters (where the Participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay this fee and all costs.

REAL ESTATE MATTERS

Boundary or Title Disputes (Primary Residence)

This service covers negotiations and litigation arising from boundary or real property title disputes involving a Participant's primary residence, where coverage is not available under the Participant's homeowner or title insurance policies. The service includes filing to remove a mechanic's lien.

Eviction and Tenant Problems (Primary Residence – Tenant Only)

This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

Home Equity Loans (Primary Residence)

This service covers the review or preparation of a home equity loan on the Participant's primary residence.

Refinancing of Home (Primary Residence)

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's primary residence. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

Sale or Purchase of Home (Primary Residence)

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the

purchase or sale of a Participant's primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

TRAFFIC AND CRIMINAL MATTERS

Driving Under the Influence

This service covers representation of the Participant in defense of any driving under the influence or driving while intoxicated charge, including court hearings, negotiation with the prosecutor and trial. It does not cover vehicular homicide. This service does not include any post-sentencing proceeding, probation violation hearing or appeals by either party.

Expungement

Where permitted by law, this service covers the filing of a petition and appearance at any necessary hearing to expunge convictions from a Participant's criminal record.

Habeas Corpus

This service covers the Participant for the preparation of all paperwork needed, and attendance at the hearing to pursue a habeas corpus proceeding to obtain the release of a Participant who is being unlawfully imprisoned.

Juvenile Court Defense

This service covers the defense of a Participant and a Participant's Dependent Child in any juvenile court matter, provided there is no conflict of interest between the Participant and the Dependent Child. When a conflict exists, or where the court requires separate counsel for the child, this service provides an attorney for the Employee only, including services for parental responsibility.

Misdemeanor Defense

This service covers representation for Participants in defense of any criminal misdemeanor charge except those relating to traffic or driving under the influence charges. Representation includes court hearings, negotiation with the prosecutor and trial. It does not include representation of a felony charge that is subsequently reduced to a misdemeanor. This service also does not cover any post-sentencing proceeding, probation violation hearing or appeals by either party.

Traffic Ticket Defense (No DUI)

This service covers representation of the Participant in defense of any traffic ticket including traffic misdemeanor offenses, except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

Restoration of Driving Privileges

This service covers the Participant with representation in proceedings to restore the Participant's driving license.

WILLS AND ESTATE PLANNING

Trusts

This service covers the preparation of revocable and irrevocable living trusts for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

Living Wills

This service covers the preparation of a living will for the Participant.

Powers of Attorney

This service covers the preparation of any power of attorney when the Participant is granting the power.

Probate (10% Network Discount)

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the Plan Attorney's normal fee. It is the Participant's responsibility to pay this reduced fee and all costs.

Wills and Codicils

This service covers the preparation of a simple or complex will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.

APPENDIX B.
FEE REIMBURSEMENT SCHEDULE



DOW CHEMICAL
LEGAL SERVICES PLAN
Fee Reimbursement Schedule as of January
1, 2019¹

This fee schedule describes the maximum amounts that Hyatt Legal Plans will reimburse you for covered legal services provided to you by an attorney not on Hyatt Legal Plans' panel. Only one fee category per casetype applies to each matter: i.e., the one that best describes the services that were provided. The legal plan provides only for the personal legal matters listed below and once you receive services from an out-of-network attorney, you cannot then use a plan attorney for the same matter. If you or your attorney have any questions regarding coverage or exclusions, please visit Hyatt Legal Plans' website at www.legalplans.com or call 1-800-821-6400 and ask to speak with Hyatt's Payment Administrator before services are provided.

CASETYPE	THE PLAN WILL PAY UP TO A MAXIMUM OF:
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ADVICE AND CONSULTATION

Office Consultation and Telephone Advice	\$70
(If no further covered services are provided)	

CONSUMER PROTECTION

Consumer Protection Matters

(Excludes disputes over real estate, construction or insurance. Disputed amount exceeds small claims limit and is evidenced by writing.)

Correspondence and Negotiation	\$500
Filing of Suit, Ending in Settlement or Judgment	\$2,000
Plus Trial Supplement *	

¹ The Company, in its settlor capacity, contracted with Hyatt to establish the fee schedule in this Appendix B. The fee schedule may be amended from time to time. Visit www.legalplans.com or call 1-800-821-6400 to get a copy of the most recent fee schedule.

DEBT MATTERS

Debt Collection Defense (Consumer Debts)

(Excludes defense of matters arising from divorce or post-decree actions. Includes repossession and garnishment.)

Negotiation and Settlement	\$350
Negotiation and Settlement after Complaint and Answer Filed	\$600
Trial	\$1,050
Plus Trial Supplement*	

Debt Collection Defense (Foreclosures)

Negotiation	\$500
Complaint and Answer Filed, Settlement Negotiations	\$850
Trial	\$1,500
Plus Trial Supplement*	

Identity Theft (Correspondence/Notice to Creditors) \$250

Personal Bankruptcy or Wage Earner Plan

Chapter 7 Individual or Member/Spouse	\$850
Chapter 13 Individual or Member/Spouse	\$1,400

Tax Audits

Negotiation and Settlement	\$500
Audit Hearing (Includes Negotiation & Settlement)	\$1,200

DEFENSE OF CIVIL LAWSUITS

Administrative Hearing Representation and Incompetency Defense

(Excludes defense of matters arising from divorce, post-decree actions or other family law matters.)

Negotiation and Settlement	\$500
Contested Hearings Ending in Settlement or Judgment	\$1,800
Plus Trial Supplement*	

Civil Litigation Defense

(Excludes defense of matters arising from divorce, post-decree actions or other family law matters.)

Negotiation and Settlement	\$650
Filing Answer, Litigation Ending in Settlement or Judgment	\$2,000
Plus Trial Supplement*	

DOCUMENT PREPARATION

Deeds	\$100
Demand Letters	\$75
Document Review	\$100
Elder Law Matters (Counseling and document review of only documents pertaining to the participant's parents as affecting the participant)	\$140
Mortgages	\$70
Promissory Notes	\$70

FAMILY LAW

Name Change \$400

Preuptial Agreement (Available to Eligible Plan Member only) \$750

Protection from Domestic Violence (Available to Eligible Plan Member only)

Preparation of Paperwork and Attendance at Hearing	\$425
Uncontested Adoption	\$650
Uncontested Guardianship or Conservatorship	\$650
<u>IMMIGRATION</u>	
Immigration Assistance	
Counseling on Preparing Forms and Hearing Preparation	\$500
<u>INSURANCE MATTERS</u>	
Insurance Claims	\$300
<u>REAL ESTATE MATTERS</u>	
Boundary or Title Disputes (Primary Residence)	
Negotiation and Settlement	\$500
Trial	\$1,500
Plus Trial Supplement*	
Eviction and Tenant Problems (Primary Residence - Tenant only)	
Correspondence and Negotiations	\$280
Eviction Trial Defense	\$840
Plus Trial Supplement*	
Home Equity Loan (Primary Residence)	\$350
(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)	
Refinancing of Home (Primary Residence)	\$350
(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)	
Sale or Purchase of Home (Primary Residence)	\$500
(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)	
<u>TRAFFIC AND CRIMINAL MATTERS</u>	
Driving Privileges/Restoration of Suspended License	\$385
Driving Under the Influence Defense	
Negotiated Plea	\$500
Trial	\$1,000
Plus Trial Supplement*	
Expungement	\$350
Habeas Corpus	\$420
Juvenile Court Defense	
Negotiation and Settlement	\$500
Trial	\$1,200
Plus Trial Supplement*	

Misdemeanor Defense

Negotiation and Settlement	\$500
Trial	\$1,250
Plus Trial Supplement*	

Traffic Defense (No DUI)

Plea or Trial at Court for Minor Moving Violations	\$250
Plea or Trial at Court for Serious Moving Violations Resulting in Jail Time or License Suspension	\$500
Plus Trial Supplement*	

WILL AND ESTATE MATTERS

Living Wills

Individual	\$75
Member and Spouse	\$80

Powers of Attorney

Individual	\$65
Member and Spouse	\$75

Trusts (Revocable and Irrevocable Living Trusts)

Individual	\$325
Member and Spouse	\$450

Wills and Codicils

Individual	\$150
Member and Spouse	\$200

* - Trial Supplement - In addition to fees indicated, we will pay the attorney's fees for representation in trial beyond the third day of trial up to a maximum of \$800 per day up to \$100,000 total trial supplement maximum.

APPENDIX C.
NAMED FIDUCIARIES AS OF OCTOBER 1, 2019

The Named Fiduciaries are designated by the Plan Sponsor in accordance with the Plan Document. This Appendix C includes the Named Fiduciaries as of October 1, 2019. However, the Named Fiduciaries may be changed from time to time. For inquiries about the persons or entities currently serving as Named Fiduciaries, call 833-693-6947 or visit www.dowbenefits.com.

Named Fiduciary	Dow Title	Named Individual	Effective Date
Initial Claims Reviewer for Claims for an Eligibility Determination	Benefits Representative	Kim Gora	January 1, 2019
Initial Claims Reviewer for Claims for an Eligibility Determination	Benefits Representative	Tammie Hunt	January 1, 2019
Initial Claims Reviewer for Claims for an Eligibility Determination	Associate HR Specialist	Emily Small	October 1, 2019
Initial Claims Reviewer for Claims for an Eligibility Determination	Associate HR Specialist	Matthew Salim	October 1, 2019
Appeals Administrator for Claims for an Eligibility Determination	Benefits Plan Manager	Holly Gerisch	January 1, 2019
Appeals Administrator for Claims for an Eligibility Determination	North America Benefits Leader	Ryan Marra	January 1, 2019
Plan Administrator	Global Benefits Director	Bryan Jendretzke	January 1, 2019
Plan Administrator	Benefits Plan Manager	Holly Gerisch	January 1, 2019