



Benefits Provided by SafeGuard Health Plans, Inc., a MetLife company
200 Park Avenue, New York, New York 10166

SafeGuard Health Plans, Inc. ("SafeGuard"), a California corporation, will pay the benefits specified in the Exhibits of this contract subject to the terms and provisions of this contract. The Schedule of Exhibits lists each Exhibit to this contract, to whom it applies and its effective date.

Organization: UniqueHR

Group Contract No.: 223232

EFFECTIVE DATE

This contract will take effect on December 1, 2019.

CONTRACT ANNIVERSARIES

Contract anniversaries will be January 1, 2021 and each subsequent January 1.

PREPAYMENT FEES

This contract is issued in return for the payment of required Prepayment Fees. Prepayment Fees are payable at the home office of SafeGuard or to its authorized agent. The first Prepayment Fee is due on and must be paid by this contract's effective date. Any later Prepayment Fees are due monthly in advance on the first day of each Contract Month. These dates are the Prepayment Fee Due Dates. SafeGuard and the Organization may agree that payment be made in advance every 3, 6 or 12 months.

CONTRACT SITUS

This contract is issued for delivery in and governed by the laws of California.

Signed as of this contract's effective date at SafeGuard's home office in Irvine, California.

Signature

A handwritten signature in black ink, appearing to read 'Alan Hirschberg', written over a white background.

Alan Hirschberg, President

GROUP SPECIALIZED HEALTH CARE SERVICE PLAN

GPNP10-DHMO

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DEFINITIONS

As used in this contract, the terms listed below will have the meanings defined below. When defined terms are used in this contract, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Contract Anniversary is defined on page 1.

Contribution means the amount the Organization may require the Member to pay toward the total Prepayment Fee that MetLife charges for the benefits provided by this contract.

Contributory Benefits means benefits for which the Organization may require the Member to pay at least part of the Prepayment Fee.

Covered Person means a Member and/or a Dependent as set forth in the Exhibit which applies to the Member.

Contract Month. The first Contract Month will begin on the effective date shown on page 1. Subsequent Contract Months will begin on the same day of each subsequent calendar month.

Dependent is defined in the Exhibit which applies to the Member.

Member means the person, usually the employee, who represents the family unit in relation to the dental benefits.

Noncontributory Benefits means benefits for which the Organization may not require the Member to pay any part of the Prepayment Fee.

Policyholder means the Organization shown on page 1.

Prepayment Fee means the amount the Organization must pay to SafeGuard for all the benefits provided under this contract.

Prepayment Fee Due Date is defined on page 1.

Selected General Dentist means a SafeGuard contracted dentist who agrees in Writing to provide dental services under special terms, conditions and financial reimbursement arrangements with SafeGuard.

Selected General Dental Office means a dental office contracted with SafeGuard consisting of dentists who agree in Writing to provide dental services under special terms, conditions and financial reimbursement arrangements with SafeGuard.

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

Written or **Writing** means a record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

SCHEDULE OF BENEFITS

The schedules of benefits which apply under this contract are set forth in the Exhibits.

ELIGIBILITY AND EFFECTIVE DATES OF BENEFITS

The Eligibility and Effective Dates of Benefits provisions that apply under this contract are set forth in the Exhibits.

CONTRIBUTIONS

The Organization will not require a Member to contribute to the cost of Noncontributory Benefits.

The maximum amount that a Member may be required to contribute to the cost of Contributory Benefits will not exceed the Prepayment Fee charged for the amounts of such benefits.

PREPAYMENT FEES

Initial Prepayment Fee

The initial Prepayment Fee is shown in the Exhibits.

Frequency of Prepayment Fee Payment

Prepayment Fees for this contract will be paid as shown on page 1. SafeGuard and the Organization may agree that payment be made in advance every 3, 6, or 12 months.

Computation of the Prepayment Fee

The Prepayment Fee due on any Prepayment Fee Due Date is determined by the total amount of benefits provided by this contract on such Prepayment Fee Due Date, multiplied by the appropriate Prepayment Fee which is then in effect subject to any Prepayment Fee adjustments, if applicable.

SafeGuard may use any reasonable method to compute Prepayment Fees due under this contract.

Prepayment Fee for Changes in Benefits

For benefits that take effect after the first day of a Contract Month, the Prepayment Fee will be charged from the first day of the next Contract Month. However, if a contract amendment is required for such benefits, The Prepayment Fee will be charged as of the date such benefits take effect.

If this contract ends, or if benefits end for a class of persons, the Prepayment Fee will be charged to the date benefits end. If benefits end for other reasons, the Prepayment Fee will be charged to the end of the Contract Month in which benefits end.

Right to Change the Prepayment Fee

SafeGuard may change Prepayment Fees for changes which materially affect the risk assumed for the benefits provided by this contract, as follows:

1. when this contract is amended or endorsed;
2. when a class of eligible persons is added to or deleted from this contract for any reason including corporate restructuring, acquisition, spin-off or similar situations;

Right to Change the Prepayment Fee (continued)

3. when the Organization's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this contract for any reason including corporate restructuring, acquisition, spin-off or similar situations;
4. when there is a significant change in the geographic distribution of Covered Persons;
5. when applicable law requires a change in:
 - a. the benefits provided by this contract; and/or
 - b. the class of persons eligible for benefits under this contract; or
6. when a Prepayment Fee Due Date coincides with or next follows:
 - a. a change greater than 10% in the number of Covered Persons since the later of the contract Effective Date and the last date that the Prepayment Fee was changed; or
 - b. a change greater than 5% in the amount of benefits provided by this contract since the later of the contract Effective Date and the last date that the Prepayment Fee was changed.

In addition, SafeGuard may change the Prepayment Fee:

1. except as may be stated in the Exhibits, on any date on or after the first Contract Anniversary; this will be done no more frequently than every 12 months and only if SafeGuard notifies the Organization, in Writing, at least 30 days before such change; and
2. on any other date agreed to by SafeGuard and the Organization.

The new Prepayment Fee will apply only to a Prepayment Fee due on or after the date the rate change takes effect.

GRACE PERIOD

Each Prepayment Fee due after the Effective Date of this contract may be paid up to 15 days after its Prepayment Fee Due Date. This period is the grace period. The benefits provided by this contract will stay in effect during this period. SafeGuard will notify the Organization in Writing that, if the Prepayment Fee is not paid by the end of the grace period, this contract will end at the end of the last day of the grace period. If SafeGuard fails to give Written notice to the Organization, this contract will continue in effect until the date such notice is given.

Organization's intent to end this contract during the grace period. The Organization may notify SafeGuard in Writing prior to the end of the grace period of its intent to end this contract before the end of the grace period. In this case, this contract will end on the later of:

1. the date stated in the notice; or
2. the date SafeGuard receives the notice.

If the Organization replaces this contract with another group contract but does not give SafeGuard notice of intent to end this contract, the grace period provisions will apply.

END OF BENEFITS PROVIDED BY THIS CONTRACT

The Organization can end this contract by giving 60 days advance Written notice to SafeGuard. The contract will end on the later of:

1. the date stated in the notice; or
2. the date SafeGuard receives the notice.

SafeGuard can end this contract as follows:

1. on the date the Prepayment Fee is not paid when due, subject to the Grace Period provisions; or
2. on any Prepayment Fee Due Date, by giving the Organization 31 days advance Written notice, if less than:
 - a. for benefits for Members, 30% of persons eligible under this contract are insured for Contributory Benefits;
 - b. 100% of persons eligible under this contract are insured for Noncontributory Benefits; or
 - c. 5 Members are insured by this contract.
3. on any Prepayment Fee Due Date, by giving the Organization 60 days advance Written notice, if the Organization fails to provide information on a timely basis or perform any obligations required by this contract or any applicable law; or
4. on any Contract Anniversary, except during a Rate Guarantee Period as may be provided in the Exhibits, by giving the Organization 31 days advance Written notice.

This contract will end on the date on which the last evidence of coverage in effect under this contract ends.

If this contract ends, all Prepayment Fees due must be paid. If SafeGuard accepts a Prepayment Fee after the date this contract ends, such acceptance will not act to reinstate the contract. SafeGuard will refund any unearned Prepayment Fee.

Within 30 days of the end of this contract, SafeGuard will refund to Organization the pro rata portion of the Prepayment Fee which corresponds to any unexpired term for which a Prepayment Fee has been received, together with any amounts due on claims, if any, less amounts due SafeGuard. SafeGuard shall be paid the Prepayment Fee to the date this contract ends.

Notice of end of contract. If SafeGuard ends this contract, it will notify Organization in Writing and Organization shall, within 5 calendar days, mail promptly to each Member a legible, true copy of the notice of cancellation and shall provide SafeGuard proof of such mailing and the date thereof within 2 calendar days of such mailing. Organization shall also have the obligation to provide notice to the Member when this contract has actually been terminated within five (5) calendar days of such termination.

Notice of cancellation of Covered Person's benefits. If, without ending the contract, SafeGuard cancels a Covered Person's benefits under this contract because the Covered Person makes an intentional misrepresentation or participates in fraud in the use of services or facilities, it will notify Organization in Writing and Organization shall, within 5 calendar days, mail promptly to the Member a legible, true copy of the notice of cancellation and shall provide SafeGuard proof of such mailing and the date thereof within 2 calendar days of such mailing.

If Organization fails to provide such notices as required under this contract, SafeGuard will provide such notices to the Members and will retain the right of recourse against Organization for failure to perform under this contract.

REINSTATEMENT

Receipt by SafeGuard of a Prepayment Fee after cancellation of this contract for non-payment shall reinstate this contract as though it had never been cancelled if a Prepayment Fee is received on or before the due date of the succeeding Prepayment Fee.

The Organization may request to reinstate this contract within one year from the date it ended. The request must be in Writing and it must provide SafeGuard with information that SafeGuard requires to consider such request. If SafeGuard approves the request, the contract will be reinstated on the date stated in Writing by SafeGuard.

GENERAL PROVISIONS

Entire Contract. The entire contract is made up of the following:

1. this contract, including its Exhibits;
2. the Organization's Application For Group Dental Benefits; and
3. the amendments and endorsements to this contract.

Contract Changes or Waivers. The terms and provisions of this contract may be changed, at any time, without the consent of the Covered Persons or anyone else with a beneficial interest in it. SafeGuard will issue amendments and endorsements to effect such changes. SafeGuard will only make changes that are consistent with applicable law. An amendment or endorsement will not affect the benefits provided under evidences of coverage issued before the effective date of the change, unless retroactivity is consistent with applicable law.

An officer of SafeGuard must approve in Writing any change or waiver of the terms and provisions of this contract. A sales representative, or other SafeGuard employee, who is not an officer of SafeGuard, does not have SafeGuard's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of SafeGuard and the Organization or an endorsement Signed by an officer of SafeGuard. A copy of the amendment or endorsement will be provided to the Organization for attachment to this contract.

Incontestability: Statements Made by the Organization. Any statement made by the Organization will be considered a representation and not a warranty. SafeGuard will not use such statement to avoid or reduce benefits or defend a claim unless it is contained in a Written application.

Incontestability: Statements Made by Covered Persons. Any statement made by a Covered Person will be considered a representation and not a warranty. SafeGuard will not use such statement to avoid or reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. the Covered Person has Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to the Covered Person or his beneficiary.

SafeGuard will not use such statements to contest an increase or benefit addition after the increase or benefit has been in force for 2 years during his life, unless the statement is fraudulent.

GENERAL PROVISIONS (continued)

Evidence of Coverage. SafeGuard will issue an evidence of coverage to the Organization for delivery to each Covered Person, as appropriate. The evidence of coverage will describe the Covered Person's benefits and rights under this contract. "Evidence of coverage" includes any of SafeGuard's schedules of benefits, notices or other attachments to the evidence of coverage.

Participating Providers. The Directory of Participating Providers contains a complete listing of Selected General Dental Offices. Selected General Dental Offices may also be located by accessing www.metlife.com/mybenefits to view Selected General Dental Offices by zip code.

SafeGuard will maintain a contractual relationship with dental facilities at appropriate locations to provide services to Covered Persons. The Organization recognizes that the establishment maintenance and location of all dental facilities are within the sole discretion of SafeGuard; and SafeGuard shall make the sole determination of the location and establishment of a contractual relationship with all such dental facilities. SafeGuard agrees to promptly notify Covered Persons and the Organization in writing of the termination, breach of contract by, inability to perform of, or closure of any participating dental facility and to transfer Covered Persons to existing or alternate dental facilities.

Assignment. The rights and benefits under this contract are not assignable prior to a claim for benefits, except as required by law or as permitted by SafeGuard.

Data Needed. The Organization will provide SafeGuard with all the data needed to compute the Prepayment Fee and carry out the terms of this contract. SafeGuard may examine such data at any reasonable time. If SafeGuard or the Organization make a clerical error in keeping the data, the Prepayment Fee and/or benefits will be adjusted according to the correct data. An error will not end benefits validly in effect, nor will it continue benefits validly ended.

Misstatement of Age. If a Covered Person's age is misstated, the correct age will be used to determine if benefits are in effect and, as appropriate, adjust the Prepayment Fee and/or benefits.

Non-Dividend Paying. This contract does not pay dividends.

Conformity with Law. If the terms and provisions of this contract do not conform to any applicable law, this contract shall be interpreted to so conform.

SCHEDULE OF EXHIBITS

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Prepayment Fee Schedule	All Covered Persons	December 1, 2019
2	Evidence of Coverage	All Covered Persons	December 1, 2019
3	Schedule of Benefits	All Covered Persons	December 1, 2019

EXHIBIT 1

PREPAYMENT FEE SCHEDULE

The initial monthly Prepayment Fee for the benefits provided by this contract are determined as follows:

Rate Guarantee Period

Subject to the Right to Change the Prepayment Fee provision on Page 4, the Prepayment Fee for Specialized Health Care Service Plan Benefits will be in effect from December 1, 2019 through December 31, 2021.

Specialized Health Care Service Plan Benefits:

	Amount per unit for Specialized Health Care Service Plan Benefits in force hereunder
Member Only	\$10.79
Member and One Dependent	\$20.50
Member and Two or More Dependents	\$28.60

EXHIBIT 2

EVIDENCE OF COVERAGE FORMS

EOC Number	EOC Form	Applies To	Effective Date
1	GCERT2011-DHMO-EOC	All Covered Persons	December 1, 2019

EXHIBIT 3

SCHEDULE OF BENEFITS

SOB Number	SOB Form	Applies to	Effective Date
1	GCERT2010-DHMO-SOB	All Covered Persons – MET335	December 1, 2019