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# Summary Plan Description for Zimmer Biomet Health and Welfare Benefits Administration

(For non-bargaining Team Members in the United States)

**January 2021**

ZIMMER BIOMET

Your progress. Our promise.™

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# INTRODUCTION

Zimmer Biomet Holdings, Inc. (Zimmer Biomet or the Company) sponsors the Zimmer Biomet Holdings, Inc. Health and Welfare Plan (the Plan) and the Zimmer Biomet Holdings, Inc. Flexible Benefits Plan for non-bargaining team members in the United States. Throughout this SPD, references to the Health and Welfare Plan, or the Plan, will be deemed to include the Flexible Benefits Plan when contextually appropriate.

This summary plan description (SPD) provides information on your rights as a participant under the Plan as of January 1, 2021. SPDs are required for benefit plans that are subject to the Employee Retirement Income Security Act of 1974 (ERISA). This SPD is part of your health and welfare SPD required under ERISA. You should use this SPD as a companion piece to any of the SPDs describing the other health and welfare component plans. Taken together, this SPD plus the applicable component plan SPD form a complete SPD for that plan. It also includes information about the administrators of the component plans. It is important for you to understand your rights, Zimmer Biomet's rights and the procedures you need to follow in certain situations. Most of the provisions described in this SPD are "common" to all of the Plan's component health and welfare benefit plans. We have consolidated similar information in one document instead of repeating it in every SPD.

You may need this SPD if you:

- Want to contact an administrator about a particular component plan or program;
- Need basic plan or program administrative information; or
- Want to appeal a claim that has been denied.

If there is a conflict between this SPD and any official plan document, the plan document will control. The "plan document" in the case of each component plan is the Zimmer Biomet Holdings, Inc. Health and Welfare Plan document and any applicable component plan document (including the Flexible Benefits Plan), insurance policy, benefit booklet, certificate of coverage or similar that is incorporated therein by reference (each, an Incorporated Document).

**Note:** For information about Zimmer Biomet retirement or deferred compensation benefits, refer to the Savings & Investment 401(k) Program SPD, Retirement Income Plan SPD and/or Deferred Compensation SPD.

# SPANISH LANGUAGE NOTICE

This SPD contains a summary in English about the benefits administration for the Zimmer Biomet Holdings, Inc. Health and Welfare Plan. If you have difficulty understanding any part of this summary, contact the Zimmer Biomet Benefits Service Center at 1-877-588-0933. Representatives are available Monday through Friday, from 9 a.m. to 7 p.m. Eastern time, except on U.S. federal holidays.

## Aviso en el Idioma Español

Esta SPD contiene un resumen en inglés sobre la administración beneficios del Plan Médico y de Bienestar de Zimmer Biomet Holdings, Inc. Si usted tiene dificultad entendiendo alguna parte de este resumen, comuníquese con el Centro de servicios sobre beneficios de Zimmer Biomet llamando al 1-877-588-0933. Los representantes están disponibles de lunes a viernes, de las 9 a.m. a las 7 p.m. (tiempo del este), excepto durante días feriados de E.E.U.U.

# YOUR ZIMMER BIOMET BENEFITS

As a team member of Zimmer Biomet Holdings, Inc., you are eligible for a comprehensive My Rewards package that provides competitive pay and a broad range of benefit programs that can help meet the changing needs of you and your family. Your benefits include:

- Health and welfare benefits to protect your finances while you are working for the Company;
- Retirement benefits to help you save for retirement and other long-range goals; and
- Other benefits to enhance your work, family and professional life.

Our plans are designed to meet the needs of team members of different ages and with different interests and family situations. They also are designed to be flexible, so you can change your coverage as your or your family's needs and interests change.

Zimmer Biomet provides certain benefits automatically to eligible team members, while you must elect certain other benefits for which you are eligible under the terms of the applicable plan.

| **Benefits you automatically receive:** | **Benefits you elect:** | **Other benefits:** |
|---|---|---|
| ▪ Basic Life and AD&D Insurance<br>▪ Short-Term Disability Pay Continuation Policy[1]<br>▪ Basic Long-Term Disability<br>▪ Business Travel Accident Insurance<br>▪ Paid Time Off[1]<br>▪ Work-Life Solutions[2]<br>▪ Wellness Program | ▪ Medical[3]<br>▪ Dental<br>▪ Vision<br>▪ Healthcare Flexible Spending Account<br>▪ Dependent Care Flexible Spending Account[1]<br>▪ Commuter Benefit[1]<br>▪ Supplemental Life and AD&D Insurance<br>▪ Dependent Life and AD&D Insurance<br>▪ Survivor Income Plan<br>▪ Supplemental Long-Term Disability | ▪ Severance Plan |

[1] The Short-Term Disability Pay Continuation Policy, Paid Time Off, Dependent Care Flexible Spending Account and Commuter Benefit are not ERISA benefit plans.

[2] Work-Life Solutions is described in the Zimmer Biomet Medical Coverage SPD.

[3] Unless you make an election during your applicable enrollment period, you will be automatically enrolled in the default coverage described in the SPDs for the medical plan.

# ENROLLING FOR COVERAGE

As a team member, you are automatically covered under certain benefits on your first day of employment if you meet eligibility requirements and begin work. In addition, a number of Zimmer Biomet's elective health and welfare benefits can begin on your first day of active employment if you timely complete the entire enrollment process.

If you do not enroll before the enrollment deadline, you will be assigned default coverage automatically and will not be able to change your benefits until the next annual benefits enrollment, unless you have a Qualified Status Change or you experience a different event permitting a mid-year election change. See the **Making Changes During the Year** section for details.

## Your Initial Enrollment Period

You will receive enrollment information about your elective health and welfare benefits, including Plan details, enrollment procedures and coverage options. You enroll through the Zimmer Biomet Benefits Service Center at benefits.zimmerbiomet.com or 1-877-588-0933.

If you are a newly eligible team member, you have 31 calendar days from the date of eligibility to enroll in Zimmer Biomet's elective health and welfare benefits. Your elections will run through December 31 of that year. Any elected benefits (or the default options) will be retroactively effective as of your first day of eligibility. Retroactive contributions will be taken as soon as administratively practical, typically on the first paycheck after your date of election. In accordance with IRS rules, you may only make changes to your pre-tax elections during the year if you have a Qualified Status Change or if you experience a different event permitting a mid-year election change. See the **Making Changes During the Year** section for details.

## Annual Benefits Enrollment

You have an opportunity to make new benefits choices each year during annual benefits enrollment. You will receive information on any benefit changes, coverage options, costs and the enrollment process. Annual benefits enrollment usually begins in the Fall and lasts for several weeks. If you enroll during the annual benefits enrollment period, coverage for your elections will begin on January 1 and remain in effect through December 31 of the following year.

## Default Coverage

It is your responsibility to timely enroll yourself and any eligible dependents in the elective benefits available to you. Vacations, business engagements, emergencies and other reasons do not extend the 31-day requirement if you are a newly eligible team member, or the annual benefits enrollment period if you are an existing team member. If you do not make a timely election, you will receive default coverage. Please refer to the Benefits Enrollment Guide on the Zimmer Biomet intranet or at benefits.zimmerbiomet.com for more information regarding enrollment deadlines and default coverage.

## If You Are Rehired

If you terminate employment and are rehired after 30 days, you must timely re-enroll for all applicable benefits. You will not receive credit for deductibles or out-of-pocket maximums, as well as any employer contributions greater than the maximum available for the Plan year, subject to the terms of each component plan, even if in the same calendar year. If you are rehired within 30 days all prior coverage that was in place at time of termination will be re-instated and you will not have to complete enrollment. All applicable deductible and out of pocket credits will apply as if you didn't leave the Company.

For any coverage that requires evidence of insurability (EOI), you must submit a new EOI application. Any coverage subject to EOI will not be effective until approved by the insurance carrier. If your EOI application is not approved or processed, the Plan will not provide the additional insurance coverage.

## Coverage Levels

If you enroll in the following benefits, you may choose from these coverage levels:

| Benefit | Coverage Levels |
|---|---|
| ▪ Medical<br>▪ Dental<br>▪ Vision | ▪ You only<br>▪ You + spouse/domestic partner<br>▪ You + child(ren)<br>▪ You + family<br>▪ No coverage |

You may choose a different coverage level for vision and dental than you do for medical coverage.

Refer to the component plan SPDs for information about the coverage levels that apply to your other Zimmer Biomet benefits.

## Naming a Beneficiary

You will need to name a beneficiary for Company-paid and any supplemental life, AD&D, survivor income or business travel accident coverage you elect, as well as with respect to your HSA (if applicable). You are the beneficiary for any accidental injury benefits under the AD&D plan and for any dependent life and dependent AD&D benefits.

You may name any person or persons you wish as your beneficiary, and you may name different persons for coverage under the different component plans. If you name two or more beneficiaries, you also must designate the order or the percentage that should be paid to each. You can change your beneficiary or beneficiaries at any time by accessing the Zimmer Biomet Benefits Service Center online or by phone. Your new elections go into effect on the date the Zimmer Biomet Benefits Center accepts the updated information.

If you do not name a beneficiary, if a beneficiary is disqualified, or if all named beneficiaries do not survive you, your benefit will be paid according to the terms of each component plan or the applicable Incorporated Document.

# WHEN COVERAGE AND PARTICIPATION BEGINS

The following chart summarizes when coverage begins for the various benefit programs and options available to newly eligible team members. Whether and when you become an eligible team member is based on the terms of each component plan, though different eligibility criteria may be applied from time to time to individuals who become team members in connection with a Company acquisition. More eligibility information is available in the SPD for each of the component plans.

| Plans | Coverage |
|---|---|
| Medical, Dental and Vision | If you are a newly eligible team member, you have 31 calendar days from the date of eligibility to enroll in medical, dental and/or vision coverage. Coverage for you and your dependents will begin as of the later of your first day of employment or the date you become an eligible team member, provided you elect benefits in a timely manner. If you do not make an election, you will receive the default medical coverage. Your initial election (including any applicable default election) will run through December 31 of that year. |
| Wellness Program | Zimmer Biomet automatically provides eligible team members with Wellness coverage at no cost to you.<br>You are automatically enrolled in Wellness on your first day of employment as an eligible team member. |
| Work-Life Solutions | Zimmer Biomet automatically provides eligible team members with Work-Life Solutions coverage at no cost to you.<br>You are automatically enrolled in Work-Life Solutions on your first day of employment as an eligible team member. |
| Flexible Spending Accounts (FSAs) | If you are a newly eligible team member, you have 31 calendar days from the date of eligibility to enroll in an FSA. If you enroll during this time period, your contributions will begin with the first payroll period after your enrollment has been processed. Your initial election will run through December 31 of that year. |
| Commuter Benefit | If you are a newly eligible team member, you will initially have 31 calendar days from the date of eligibility to enroll in the Commuter Benefit. If you enroll during this time period, your contributions will begin with the first payroll period after your enrollment has been processed.<br>This is not a once-a-year election as your elections must be made by the tenth of each month and will be effective for the first of the following month. |
| Life and AD&D (including the Survivor Income Plan) | Zimmer Biomet automatically provides eligible team members with a basic level of life insurance and accidental death and dismemberment (AD&D) coverage at no cost to you.<br>If you elect supplemental life insurance as a newly eligible team member, you do not need to provide evidence of insurability (EOI) for any election up to three times your annual benefits salary or $500,000 of coverage (whichever is less). During your new hire eligibility, EOI is required for supplemental coverage above either three times annual earnings or $500,000 EOI will be required for any increase in supplemental coverage during the annual enrollment period or anytime throughout the year. The cost of life insurance coverage is calculated before the |

| Plans | Coverage |
|---|---|
| | beginning of each year based on your annual earnings. Any coverage requiring Evidence of Insurability (EOI) will not become effective unless and until the insurer approves your EOI, so you must complete the Personal Health Application (PHI) Form as soon as possible. Subject to the insurer's approval of any coverage requiring EOI, your initial election will run through December 31 of that year. |
| Short-Term Disability | Zimmer Biomet automatically provides eligible team members with short-term disability coverage at no cost to you.<br>You are automatically enrolled in the short-term disability plan following 90 days of active, continuous employment from the later of your hire date or the date you become eligible for STD benefits, if you are actively employed on that date. |
| Long-Term Disability | Zimmer Biomet automatically provides eligible team members with basic long-term disability coverage at no cost to you.<br>You are automatically enrolled in basic long-term disability plan following 90 days of active, continuous employment from the later of your hire date or the date you become eligible for benefits, if you are actively employed on that date.<br>You also may elect the supplemental LTD coverage within 31 calendar days of becoming eligible. |
| Business Travel Accident Insurance | Zimmer Biomet automatically provides eligible team members with Business Travel Accident Insurance at no cost to you.<br>You are automatically enrolled in the business travel accident insurance plan on your first day of employment as an eligible team member. |
| Severance | Zimmer Biomet automatically provides eligible team members with severance benefits at no cost to you. |

# COST

Zimmer Biomet makes a substantial investment in the benefits programs. In some cases, Zimmer Biomet pays the full cost of coverage. In other cases, Zimmer Biomet shares the cost with participants. Some benefits are funded solely through your contributions. The following chart summarizes our current funding approach:

| Zimmer Biomet pays the full cost of: | You and Zimmer Biomet share the cost of: | You pay the full cost of: |
|---|---|---|
| ▪ Basic Life and AD&D Insurance<br>▪ Short-Term Disability<br>▪ Basic Long-Term Disability<br>▪ Business Travel Accident Insurance<br>▪ Paid Time Off<br>▪ Wellness Program<br>▪ Work-Life Solutions<br>▪ Severance | ▪ Medical coverage<br>▪ Dental coverage | ▪ Vision coverage<br>▪ Flexible Spending Accounts<br>▪ Commuter Benefit<br>▪ Supplemental Life Insurance and Dependent Life Insurance<br>▪ Supplemental AD&D Insurance and Dependent AD&D Insurance<br>▪ Survivor Income Plan<br>▪ Supplemental Long-Term Disability |

## Paying for Coverage

You pay your share of the cost of coverage for some of your benefits on a pre-tax basis through payroll deductions. For other benefits, you pay your premiums with after-tax contributions.

| Benefit | Pre-tax | After-Tax |
|---|---|---|
| Medical coverage | X | |
| Dental coverage | X | |
| Vision coverage | X | |
| Flexible Spending Accounts | X | |
| Commuter Benefit | X | |
| Supplemental Life Insurance and Dependent Life Insurance | | X |
| Supplemental AD&D Insurance and Dependent AD&D Insurance | | X |
| Survivor Income Plan | | X |
| Supplemental Long-Term Disability | | X |

Pre-tax contributions are deducted from your earnings before federal income taxes (and, in most cases, state and local taxes) are deducted. Any deductions from your pay will generally be taken from each paycheck over the course of the Plan year.

You do not pay Social Security taxes on pre-tax contributions for most of your benefits. As a result, your future Social Security benefits may be reduced slightly. In most cases, the current tax savings may outweigh the possible future effect on your Social Security benefits. Your pre-tax contributions will not affect the amount of your pay used to determine benefits such as life insurance, disability and the retirement programs.

# MAKING CHANGES DURING THE YEAR

Your ability to change your health and welfare benefit elections during the year depends on whether you elect to pay for coverage on a pre-tax or after-tax basis.

## Benefits Paid With After-Tax Contributions

To the extent you are making after-tax contributions to pay for your coverage under the Life and AD&D Insurance, Survivor Income Plan or Supplemental Long-Term Disability component plans, you generally will be able to make changes to those benefit elections at any time, subject to each component plan's provisions.

## Benefits Paid With Pre-Tax Contributions

If you pay for coverage on a pre-tax basis, your opportunity to make midyear changes is limited. As a general rule, you may make changes during the year only if you have a change in your family or employment status (referred to as a Qualified Status Change (QSC) event) or if you experience a different event permitting a midyear election change. Approved QSC events include:

- A change in your legal marital status (e.g., marriage, divorce, death of spouse, legal separation or annulment);
- A change in the number of your dependents (e.g., through birth, death, adoption or placement for adoption);
- A change in employment status of you, your spouse or domestic partner or your dependent (e.g., a termination or commencement of employment, a commencement of or return from an unpaid leave of absence, a change in worksite or a change in work schedule resulting in an individual becoming – or ceasing to be – eligible under the plan (e.g., from full-time to part-time, and vice versa));
- A change in residence for you, your spouse or domestic partner, or your dependent (the change must affect your eligibility for the component plan in which you are enrolled); and
- Your dependent first meets or no longer meets the Plan's eligibility rules.

Any change you make as a result of a QSC event must be permitted by law and must be consistent with the qualifying event. Benefit changes are consistent with the QSC event only if they meet both of these requirements:

- The changes result in you, your spouse, your domestic partner or your dependent gaining or losing eligibility to participate in the Plan or a plan sponsored by your spouse's, domestic partner's or dependent's employer; and
- The requested changes are because of and correspond with the gain or loss of eligibility based on the QSC event.

Zimmer Biomet reserves the right, in its sole discretion, to determine whether a QSC event has occurred, and whether a requested change in connection with a QSC is permissible.

## How to Change Coverage

You must report the QSC event and make any permissible corresponding change in coverage by contacting the Zimmer Biomet Benefits Service Center within 31 calendar days (90 calendar days for birth or adoption of a child), including the day of the event. Zimmer Biomet requires documentation of certain events within 60 calendar days.

Updates will be sent to the applicable carriers and service providers, and your payroll deductions will be adjusted when you timely report the QSC event

After reporting a QSC event, if you fail to submit the required documentation within 60 calendar days from the day of notification (including the day of notification), coverage will terminate retroactively due to ineligibility.

As described in more detail below, coverage and contributions for any elected benefits will be effective as soon as administratively practical after your election, except in the cases of birth or adoption of a dependent (in which case coverage and contributions are retroactively effective as of the date of birth or adoption). Contributions will be taken as soon as administratively practical, typically on the first paycheck after your Qualified Status Change, including any contributions for retroactive coverage in the cases of birth or adoption.

## Approved Qualified Status Change Events

This chart is designed to give you a high-level summary of the most common situations where midyear election changes may be allowed. An X in the column for a given benefit plan indicates that changes may be allowed, provided you meet the requirements described in this section. Changes may be allowed in other situations; for details contact the Zimmer Biomet Benefits Service Center.

| Event[1] | Medical | Dental | Vision | Healthcare FSA | Dependent Care FSA | Supp. Life and Dependent Life[1] | Supp. AD&D and Dependent AD&D | Supp. Long-Term Disability |
|---|---|---|---|---|---|---|---|---|
| Marriage | X | X | X | X | X | X | X | X |
| Gain a domestic partner | X | X | X | | | X | X | X |
| Gain a common law spouse[3] | X | X | X | X | X | X | X | X |
| Divorce | X | X | X | X | X | X | X | X |
| Dissolution of domestic partner relationship | X | X | X | | | X | X | X |
| Dissolution of common law marriage[3] | X | X | X | X | X | X | X | X |
| Birth or adoption | X | X | X | X | X | X | X | X |
| Dependent child becomes eligible as a full-time student before age 23 | | X | X | X | | X | X | X |
| Dependent child becomes ineligible (reaches the Plan's age limit, etc.) | X | X | X | X | | X | X | X |
| Spouse/domestic partner gains eligibility for benefits with his or her employer | X | X | X | X[4] | | X | X | X |

| Event[1] | Medical | Dental | Vision | Healthcare FSA | Dependent Care FSA | Supp. Life and Dependent Life[1] | Supp. AD&D and Dependent AD&D | Supp. Long-Term Disability |
|---|---|---|---|---|---|---|---|---|
| Spouse/domestic partner loses coverage or eligibility with his or her employer | X | X | X | X[4] | | X | X | X |
| Death of spouse/domestic partner or dependent child | X | X | X | X[5] | X[5] | X | X | X |
| Change in cost of dependent day care | | | | | X | | | |
| Change in employment | X | X | X | X | X | X | X | X |
| Change in residence | X[2] | X | X | | X | | | |

[1] Certain of the above changes may be subject to evidence of insurability and/or actively at work requirements.
[2] Only allowed if the change in residence is from or to an area where the out-of-area plan is the only available medical plan option.
[3] For residents of a state recognizing common law marriage.
[4] Generally inapplicable to domestic partner events (unless partner is a dependent under the federal tax code).
[5] Generally inapplicable in the event of domestic partner's death.

You must notify Zimmer Biomet of the QSC within 31 calendar days of the event (90 days for birth or adoption of a child). (The day of the event counts as the first day.)

To make a change, contact the Zimmer Biomet Benefits Service Center at benefit.zimmerbiomet.com or 1-877-588-0933 within 31 calendar days (90 days for birth or adoption of a child) of the QSC event, including the day of the event, holidays and weekends. If you do not enroll within 31 calendar days (90 days for birth or adoption of a child), no coverage or benefits will be provided based on the QSC event. Notification to someone other than to the Zimmer Biomet Benefits Service Center is not valid for enrollment purposes.

If you fail to notify the Zimmer Biomet Benefits Service Center that any dependent has become ineligible, the Company will terminate coverage retroactively and may seek reimbursement of any claims paid during that period. Failure to notify Zimmer Biomet Benefits Service Center of a dependent's ineligibility for coverage may also make the dependent ineligible for COBRA continuation coverage.

If enrolled within 90 calendar days, coverage for a newborn or newly adopted child will become effective on the child's date of birth, adoption or placement for adoption. If enrolled within 31 calendar days, coverage for a new spouse or domestic partner becomes effective as soon as administratively practical after your election.

When you add a new dependent, you will be required to provide documentation to support the QSC event. After reporting a QSC event, updates will be sent to the carriers and/or administrators, and your payroll deductions will be adjusted. However, your dependent will not be eligible for coverage under any component plan unless you also timely provide the required documentation. No documentation is required to remove a dependent from coverage (except for a dependent whose coverage is required by a Qualified Medical Child Support Order).

You must submit the required documentation within 60 calendar days from the day of notification (including the day of notification); otherwise, coverage will terminate retroactively due to ineligibility. Respond promptly to any notices provided by the Zimmer Biomet Benefits Service Center.

Team members who take leave under the federal Family and Medical Leave Act (FMLA) will have the same opportunity as other team members to make any permitted changes due to a QSC event, whether or not the QSC event is related to the reason for taking FMLA.

Other permissible midyear election changes include:

- Changes consistent with the special enrollment rights under the Health Insurance Portability and Accountability Act (HIPAA).
- Changes required by a judgment, decree or order, including a Qualified Medical Child Support Order (QMCSO), resulting from a divorce, legal separation, annulment or change in legal custody. If the order directs you to cover the child, you must enroll the child (and yourself) in the Plan. If the order directs someone other than you to cover the child, you may drop coverage for the child.
- Changes due to entitlement (or loss of entitlement) to Medicaid. If you, your spouse or domestic partner or a covered dependent becomes entitled to (i.e., enrolled in) Medicaid, you may drop or reduce coverage for that individual. If you, your spouse or domestic partner or a dependent loses entitlement to Medicaid, you may enroll or increase coverage for that individual (and yourself) in the Plan.
- Revocation of your Plan coverage due to eligibility for open enrollment or a special enrollment period in the Health Insurance Marketplace, where you, your spouse/domestic partner or a covered dependent enrolls in a qualified health plan through the Marketplace with such coverage to be effective later than the day immediately following the date upon which your Plan coverage is revoked.
- Significant changes in your cost or the coverage available under the Plan, excluding Flexible Spending Accounts. See the **Special Enrollment Rights** section for more details.

## Other Permissible Midyear Election Changes

| Event[1] | Medical | Dental | Vision | Healthcare FSA | Dependent Care FSA | Supp. Life and Dependent Life[1] | Supp. AD&D and Dependent AD&D | Supp. LTD |
|---|---|---|---|---|---|---|---|---|
| Changes consistent with HIPAA Special Enrollment Rights | X | X | X | X | | | | |
| Changes required under a QMCSO | X | X | X | | | | | |
| Changes due to change in entitlement to Medicare or Medicaid[2] | X | X | X | | | | | |
| Significant change in your cost or the coverage available under the Plan | X | X | X | | X | | | |

[1] Certain changes above may be subject to evidence of insurability and/or actively at work requirements.
[2] You must notify the Zimmer Biomet Benefits Service Center within 60 days of this event.

In addition to the events listed above, if you take a leave under the federal Family and Medical Leave Act (FMLA), you will have an opportunity to make plan or benefit changes due to your FMLA, whether or not the reason for taking FMLA is a QSC event.

# CLAIMS APPEAL

You have the right to appeal a claim when you feel the claim was improperly denied, improperly processed or you feel the claims administrator does not have all the facts.

The process for appealing claims differs depending on the component plan, as shown in the following table.

| For this benefit plan: | You will find claim appeal procedures in the following location: |
|---|---|
| Medical | See the **Your Right to Appeal** section in the **Medical SPD** |
| Dental | See the **Your Right to Appeal** section in the **Dental Coverage SPD** |
| Vision | See the **Your Right to Appeal** section in the **Vision Coverage SPD** |
| Flexible Spending Accounts (FSAs) (Healthcare FSA and/or Dependent Care FSA) | See the **Your Right to Appeal** in the **Flexible Spending Account Coverage SPD** |
| Disability for Non-Executive team members, Disability for Executive team members | See the **Your Right to Appeal** section in **the Disability Coverage for Non-Executive Team Members SPD** or the **Disability Coverage for Executive Team Members SPD** (depending on your job level) |
| Life and AD&D Insurance or Survivor Income Plan | See the **If a Claim Is Denied** section in the **Life and AD&D Insurance SPD** |
| Business Travel Accident Insurance | See the **Your Right to Appeal** section in the **Business Travel Accident Insurance SPD** |
| Severance Plan | See the **Claim and Appeal Process for Severance Benefits** section in the **Severance Plan SPD** |

## Appealing Determinations Based on Ineligibility for Coverage

If an adverse determination is based on a determination an individual is not eligible for coverage under the Plan, you may contact the Zimmer Biomet Benefits Service Center to request an eligibility appeal form. You should return the completed form to the Zimmer Biomet Holdings, Inc. Administrative Committee for review. The committee will make a decision and inform you of the decision by letter.

If your eligibility appeal is denied, you can submit a second appeal to another Zimmer Biomet Holdings, Inc. Benefits Committee by contacting the Zimmer Biomet Benefits Service Center to request an eligibility appeal form. The committee will review your appeal request, along with any supporting documentation and the information from the first appeal. The committee will inform you of its decision by letter. Decisions by the committee are final and binding. You may not bring any lawsuit unless you timely exhaust all administrative appeals, and in no event may you bring any lawsuit more than two years following the date upon which you exhausted all administrative appeals.

Both the Administrative Committee and the Benefits Committee, or their duly authorized delegate(s), have the discretionary authority to construe and interpret the terms of each of the benefit plans sponsored by Zimmer Biomet, and the circumstances and statements involving any appeal. Certain service providers or insurers, as designated in the SPDs, have been granted the discretionary authority to determine eligibility and benefit claims and appeals as set forth in those summaries.

# BENEFITS COVERAGE WHEN YOU'RE AWAY FROM WORK

There are many different reasons you might miss work, from a single sick day to the birth of a child, a long-term disability or military leave. Whatever the reason, it's important to know if your benefit coverage continues while you're away. The following chart summarizes the various absences from work that qualify for continued coverage. In general, if you are receiving pay during your leave (e.g., for Short-Term Disability), you may continue to be covered for most benefits, if provided under the applicable component plan or Incorporated Document. However, some benefits, such as Business Travel Accident insurance, do not continue during your absence. Your eligibility for continuing benefits under the Severance Plan will be determined under the terms of such plan as in effect from time to time.

During any leave of absence, you are responsible for paying or making arrangements to pay any required premiums or contributions with the Zimmer Biomet Benefits Service Center in order to maintain your benefit coverage during your leave. If you fail to pay any required premiums or contributions during your leave (or fail to make acceptable arrangements to pay your premiums), your coverage may terminate. If the Company, in its sole discretion, advances any premium or contribution to maintain your coverage during leave, it will be entitled to recover any missed premiums or contributions upon your return to work.

## If You Are Absent Due to Short-Term Disability

You are eligible for short-term disability (STD) benefits after 90 days of continuous employment if you have satisfied your STD waiting period (meaning you have been disabled for seven days) and you are unable to perform or limited in performing the material and substantial duties of your regular occupation due to an illness or injury. There are additional eligibility requirements for STD and any STD benefits will be subject to the STD pay continuation policy (which is a payroll practice rather than an ERISA plan), as determined by the claims administrator. For more information, review the applicable Disability Coverage SPD.

Here's how coverage works under each plan for you and your covered dependents:

| Plans | Coverage |
|---|---|
| Medical, Dental and Vision<br>(including Wellness Program and Work-Life Solutions) | Coverage under the medical, dental and vision plans provided by Zimmer Biomet may continue for the duration of your approved STD leave, if you pay the applicable premiums during STD. If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center. |
| Flexible Spending Accounts | You can continue your participation in the Flexible Spending Accounts, subject to your continued contributions during your approved STD leave. If you continue making contributions, you can continue to submit expenses for reimbursement. If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center. |
| Commuter Benefit | You can continue your participation in the Commuter Benefit, subject to your continued contributions during your approved STD leave. If you continue making contributions, you can continue to submit expenses for reimbursement. If you are receiving sufficient pay from Zimmer Biomet |

| Plans | Coverage |
|---|---|
| | while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center. |
| Life and AD&D (including the Survivor Income Plan) | Basic life and AD&D coverage will automatically continue during your approved STD leave.<br>To continue your supplemental life, supplemental AD&D, survivor income plan coverage and any dependent life and/or AD&D coverage, you must continue to pay the applicable premiums.<br>If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center.<br>If your coverage terminates because you do not timely pay the premiums, the insurance company will require you to complete an evidence of insurability (EOI) application and you will not be covered again unless and until the insurer approves your application for coverage. |
| Long-Term Disability | If you are continuously disabled for six months, you may be eligible for long-term disability (LTD) benefits.<br>Basic LTD coverage will continue automatically during your STD but if you elected supplemental LTD you must pay your required premiums during STD. If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center. |
| Business Travel Accident Insurance | Coverage ends when your employment ends or, if earlier, when premium payments stop; however, you are not eligible for business travel benefits unless you are traveling on qualifying Company business once your STD leave of absence begins. Coverage will start again when you return to active work if you meet the eligibility rules. |

## If You Are Absent Due to Long-Term Disability

Long-term disability benefits (LTD) are insurance benefits payable if you have a qualifying disability that continues for 180 consecutive calendar days (the elimination period). Two or more absences separated by a return to work of fewer than 30 days may count toward the elimination period. LTD benefits are determined by the insurer according to the terms of its policy.

Because disability benefits are coordinated with other sources of disability income, it's important to apply for any other disability benefits for which you may qualify (for example, Social Security or workers' compensation) as soon as possible.

Review the applicable Disability Coverage SPD for more information about qualifying for LTD benefits and how they are paid.

Subject to any rights you may have under COBRA, you will no longer be eligible to participate in any plan sponsored by Zimmer Biomet after you exhaust any available STD leave or while you are on LTD.

Here's how coverage works under each plan for you and your covered dependents:

| Plans | Coverage |
|---|---|
| Medical, Dental and Vision<br>(including Wellness Program and Work-Life Solutions) | You are no longer eligible for coverage under the medical, dental and vision plans after you exhaust STD or while you are on LTD. See the **Continuation of Coverage** section for information about the availability of COBRA continuation coverage following a qualifying event. |
| Flexible Spending Accounts | You are no longer eligible for the Flexible Spending Accounts after you exhaust any available STD leave or while you are on LTD. See the **Continuation of Coverage** section for information about the availability of COBRA continuation coverage following a qualifying event. |
| Commuter Benefit | Coverage ends when your employment ends or, if earlier, when premium payments stop. |
| Life and AD&D (including the Survivor Income Plan) | You are no longer eligible for any life insurance, AD&D insurance or survivor income coverage after you exhaust any available STD leave or while you are on LTD. Contact the Zimmer Biomet Benefits Service Center within 31 days if you wish to continue any coverage that may be available under the insurer's portability and conversion features. |
| Business Travel Accident Insurance | Coverage ends when your employment ends or, if earlier, when premium payments stop. |

## If You Are Absent Due to Military Leave

If you take a military leave while you are employed at Zimmer Biomet, you can continue certain benefits coverage for a period of time as described below.

In addition, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) guarantees certain reemployment rights to eligible team members who enter military service and return to work at Zimmer Biomet within USERRA's required timeframes. For more information on reemployment rights, see the **Continuation of Coverage for Team Members in the Uniformed Services** section.

If your Zimmer Biomet pay is greater than your military pay, Zimmer Biomet will pay you the difference between your Zimmer Biomet pay and your military pay for up to 18 months of your military leave.

Here's how coverage works under each plan for you and your covered dependents:

| Plans | Coverage |
|---|---|
| Medical, Dental and Vision<br>(including Wellness Program and Work-Life Solutions) | You can continue medical, dental and vision coverage for yourself and your dependents for up to 24 months while you are on approved military leave. If you elect to continue coverage, you will pay the same contributions that are charged to active team members for the first 6 months and then pay full COBRA premiums for the remaining 18 months.<br>When you go on military leave, your work hours are reduced. As a result, you and your covered dependents may be eligible for either USERRA continuation or COBRA continuation. However, the periods for both types of continuation coverage run concurrently, so you cannot elect to begin COBRA continuation after your USERRA continuation ends. |

| Plans | Coverage |
|---|---|
| | USERRA Continuation coverage ends after 24 months or on the date your approved military leave ends, whichever is earlier. Your eligibility for coverage will start again when you return to work according to the eligibility rules. There are no waiting periods or exclusions when you return from leave (however, service-related disabilities are not covered). If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center. |
| Flexible Spending Accounts | You can continue your participation in the Flexible Spending Accounts, subject to your continued contributions during your approved military leave. If you continue making contributions, you can continue to submit expenses for reimbursement. If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay your FSA contributions through the Zimmer Biomet Benefits Service Center to continue any FSA benefits you elected during your leave. |
| Commuter Benefit | You can continue your participation in the Commuter Benefit, subject to your continued contributions during your approved military leave. If you continue making contributions, you can continue to submit expenses for reimbursement. If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay your Commuter Benefit contributions through the Zimmer Biomet Benefits Service Center to continue any Commuter Benefits you elected during your leave. |
| Life and AD&D (including the Survivor Income Plan) | Basic life and AD&D coverage will automatically continue for up to 12 months while you are on approved military leave. You can choose to waive coverage or coverage will end if you fail to make timely contributions. Please note, that AD&D and other benefits are not payable for military-related deaths, accidents, illnesses or injuries.<br>To continue your supplemental life, supplemental AD&D, survivor income plan coverage and any dependent life and/or AD&D coverage, you must continue to pay the applicable premiums.<br>If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center.<br>If your coverage terminates because you do not timely pay the premiums during your leave, coverage will resume if you timely return to work after your leave, meet the eligibility rules for coverage, elect the same amount of coverage that was in effect before the leave and resume paying required premiums. If Zimmer Biomet paid any of your premiums during your leave, you must repay the Company for any premium payments it advanced on your behalf to maintain your coverage during leave. |

| Plans | Coverage |
|---|---|
| Short-Term Disability | Coverage ends when your leave of absence begins. Coverage will start again when you return to work if you meet the eligibility rules. |
| Long-Term Disability | Basic LTD coverage will continue automatically for up to six months.<br>You also can continue supplemental LTD coverage for up to six months during military leave. To continue coverage, you pay the same contributions that are charged to active team members. If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center.<br>If you choose not to continue your supplemental LTD coverage while on military leave, you are entitled to reinstate coverage with no waiting periods or exclusions (except service-related disabilities are excluded) when you return from leave. |
| Business Travel Accident Insurance | Coverage ends when your employment ends or, if earlier, when premium payments stop; however, you are not eligible for business travel benefits unless you travel on qualifying Company business during an approved leave of absence. Coverage will start again when you return to active work if you meet the eligibility rules. |

## If You Are Absent Due to Personal Leave

Generally, personal leave is an unpaid leave of absence subject to approval by the Company.

Here's how coverage works under each plan for you and your covered dependents if you take a personal leave that does not exceed 26 weeks during any 12-month period:

| Plans | Coverage |
|---|---|
| Medical, Dental and Vision<br>(including Wellness Program and Work-Life Solutions) | Coverage under the medical, dental and vision plans provided by Zimmer Biomet may continue for the duration of your approved personal leave, if you pay the applicable premiums. While you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage during your leave through the Zimmer Biomet Benefits Service Center. |
| Flexible Spending Accounts | You can continue your participation in the Flexible Spending Accounts, subject to your continued contributions while you are on personal leave. If you continue making contributions, you can continue to submit expenses for reimbursement. While you are not receiving pay from Zimmer Biomet, you must arrange to pay your FSA contributions through the Zimmer Biomet Benefits Service Center to continue any FSA benefits you elected during your leave. |
| Commuter Benefit | You can continue your participation in the Commuter Benefit, subject to your continued contributions while you are on personal leave. If you continue making contributions, you can continue to submit expenses for reimbursement. While you are not receiving pay from Zimmer Biomet, you must arrange to pay your Commuter Benefit contributions through the Zimmer Biomet Benefits Service Center to continue any Commuter Benefits you elected during your leave. |

| Plans | Coverage |
|---|---|
| Life and AD&D (including the Survivor Income Plan) | Basic life and AD&D coverage will automatically continue during your approved personal leave.<br>To continue your supplemental life, supplemental AD&D, survivor income plan coverage and any dependent life and/or AD&D coverage, you must continue to pay the applicable premiums.<br>If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center.<br>If your coverage terminates because you do not timely pay the premiums, the insurance company will require you to complete an evidence of insurability (EOI) application and you will not be covered again unless and until the insurer approves your application for coverage. |
| Short-Term Disability | Coverage ends when your leave of absence begins. Coverage will start again when you return to active work if you meet the eligibility rules. |
| Long-Term Disability | Basic LTD coverage will continue automatically for up to six months. You also can continue supplemental LTD coverage for up to six months. To continue coverage, you pay the same contributions that are charged to active team members. While you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center.<br>If you become disabled while on leave and remain disabled until you are scheduled to return to work, you will be eligible for benefits when you complete the LTD plan's elimination period. Any benefits will be subject to approval of your disability by the insurer and based on your pay immediately before your leave began. |
| Business Travel Accident Insurance | Coverage ends when your employment ends or, if earlier, when premium payments stop; however, you are not eligible for business travel benefits unless you travel on qualifying Company business during any approved leave of absence. Coverage will start again when you return to active work if you meet the eligibility rules. |

## If You Are Absent Due to Family and Medical Leave

Under the federal Family and Medical Leave Act (FMLA), you can take an unpaid leave of absence, with continuation of certain benefits, for family and medical situations such as caring for a newborn or newly adopted child, caring for yourself or a family member with a serious health condition, or attending to situations arising from a family member's military service. Generally, you can take up to 12 weeks of family and medical leave during a 12-month period (or up to 26 weeks to care for a family member with a serious health condition caused by active military service).

This section describes the benefits coverage that continues during a qualified family and medical leave. For details on eligibility requirements, reasons FMLA are granted and how much leave you can take, see **Continuation of Coverage While on a Family and Medical Leave (FMLA)** section.

Here's how coverage and eligibility works under each plan for you and your covered dependents:

| Plans | Coverage |
|---|---|
| Medical, Dental and Vision<br>(including Wellness Program and Work-Life Solutions) | Coverage under the medical, dental and vision plans provided by Zimmer Biomet will continue for the duration of your approved leave, if you pay the applicable premiums. If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center. |
| Flexible Spending Accounts | You can continue your participation in the Flexible Spending Accounts, subject to your continued contributions while on approved leave. If you continue making contributions, you can continue to submit expenses for reimbursement. If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center. |
| Commuter Benefit | You can continue your participation in the Commuter Benefit, subject to your continued contributions while you are on personal leave. If you continue making contributions, you can continue to submit expenses for reimbursement. While you are not receiving pay from Zimmer Biomet, you must arrange to pay your Commuter Benefit contributions through the Zimmer Biomet Benefits Service Center to continue any Commuter Benefits you elected during your leave. |
| Life and AD&D (including the Survivor Income Plan) | Basic life and AD&D coverage will automatically continue during your approved leave.<br>To continue your supplemental life, supplemental AD&D, survivor income plan coverage and any dependent life and/or AD&D coverage, you must continue to pay the applicable premiums.<br>If you are receiving sufficient pay from Zimmer Biomet while you are on leave, your deductions will automatically continue. If you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center.<br>If your coverage terminates because you do not timely pay the premiums during your leave, coverage will resume if you timely return to work by the end of your leave, meet the eligibility rules for coverage, elect the same amount of coverage that was in effect before the leave and resume paying required premiums. If Zimmer Biomet paid any of your premiums during your leave, you must repay the Company for any premium payments it advanced on your behalf to maintain your coverage during leave. |
| Short-Term Disability | Coverage may continue as long as you are receiving a Zimmer Biomet paycheck (for example, during parental or adoption leave).<br>Although team members who qualify for STD also may qualify for FMLA, please remember STD is a separate program with different eligibility requirements. Eligibility for FMLA does not automatically qualify you for STD benefits. |
| Long-Term Disability | Your basic LTD coverage will continue automatically for six months while you are on leave. |

| Plans | Coverage |
|---|---|
| | You also can continue supplemental LTD coverage for up to six months. To continue coverage, you pay the same contributions that are charged to active team members. While you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center.<br>If you become disabled while on leave and remain disabled until you are scheduled to return to work, you may be eligible for benefits when you complete the LTD plan's elimination period. Any benefits will be subject to the insurer's approval of your disability and based on your pay immediately before your leave began. |
| Business Travel Accident Insurance | Coverage ends when your employment ends or, if earlier, when premium payments stop; however, you are not eligible for business travel benefits unless you travel on qualifying Company business during an approved leave of absence. Coverage will start again when you return to active work if you meet the eligibility rules. |

## Your Employment Status if You Return to Work

After your FMLA leave is exhausted, if you do not return to work in accordance with the Company's policy (meaning you separate from service), the Company will decide whether or not to fill your former position. If you do not return to work immediately following FMLA leave, but decide return to work later, a position is not guaranteed. Please refer to Zimmer Biomet policies in the Team Member Center on the Zimmer Biomet intranet for more information.

# CONTINUATION OF COVERAGE[1]

You may be able to continue your, and each of your dependents', coverage for the medical, dental, vision and/or healthcare flexible spending account component plans if you lose coverage due to certain qualifying events. See **Continuation of Coverage Under COBRA** section below.

There also are special rules for continuing coverage during military service or while on family leave. These rules are described in this section on the following pages under **Continuation of Coverage During Leaves of Absence**, **Continuation of Coverage After Retirement**, **Continuation of Coverage for Team Members in the Uniformed Services** and **Continuation of Coverage While on a Family and Medical Leave (FMLA)**.

### *Availability of Continuation Under Health and Welfare Plans*

- **HSA Options:** If you participate in the Premium or Value HSA Medical option, you will not forfeit the balance in your health savings account (HSA) when you leave Zimmer Biomet, but you will forfeit any balance in your HSA Extra Bucks account (unless you elect COBRA continuation coverage).
- **HRA Option:** If you are participating in the HRA Medical option when your employment ends, your account balance will be used to pay covered expenses incurred while you were eligible. After payment of these expenses, any remaining HRA balance will be forfeited (unless you elect COBRA continuation coverage).
- **Healthcare FSA:** If you have amounts remaining in your healthcare flexible spending account after you terminate employment and all eligible claims have been paid, you will forfeit those amounts unless you elect COBRA continuation coverage under the cafeteria plan.
- **Life Insurance:** The life insurance plan is not subject to COBRA; however, you or your dependents may be eligible to continue life insurance coverage through the insurer's portability or conversion options. See the Life and AD&D Insurance Coverage SPD for more information and contact the Zimmer Biomet Benefits Service Center promptly if you wish to elect any available portability or conversion coverage the insurer may offer.

## Continuation of Coverage Under COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) continuation coverage may be available when you would otherwise lose coverage under the Plan. It may also be available to your spouse/domestic partner and dependent child(ren) who are covered under the Plan when they would otherwise lose such coverage. Although domestic partners are not legally entitled to COBRA, the Company extends an opportunity to elect coverage similar to COBRA-like rights to them. Your covered spouse/domestic partner and dependent child(ren) are referred to throughout the COBRA election notice as your covered dependents.

### *What Is COBRA Continuation Coverage*

COBRA continuation coverage is a continuation of Plan coverage you would otherwise lose because of a qualifying event, including those listed below. After a qualifying event, COBRA continuation coverage is offered to each person who is a qualified beneficiary. You, your spouse/domestic partner and your dependent child(ren) may elect COBRA if each of you was a

[1] Please note that the due to the unique circumstances related to the COVID-19 national emergency in 2020, the United States Department of Labor has extended certain deadlines related to the payment of premiums and elections under COBRA for the length of the national emergency and 60 days thereafter. For more information on how this extension may impact you, please contact Alight at 1-877-588-0933.

qualified beneficiary covered under the Plan at the time of a qualifying event, and your coverage is lost because of the qualifying event. Additionally, a child who is born to or adopted or placed for adoption with you (the covered team member) during the COBRA continuation coverage period also may be eligible to enroll as your dependent, provided that you elected COBRA continuation coverage for yourself. Under the Plan, qualified beneficiaries must pay for the COBRA continuation coverage they elect, as described in **Paying for COBRA Continuation Coverage** section.

### *The Health Insurance Marketplace and Other Alternatives*

There may be other more affordable health coverage options available to you and your family, including coverage through the Health Insurance Marketplace. During the Marketplace annual open enrollment period, you can enroll in Marketplace coverage that begins each January 1.

You may switch to Marketplace coverage during the 60-day special enrollment period following a COBRA qualifying event. You may also switch to the Marketplace during the Marketplace open enrollment period even if you were previously enrolled in COBRA. For more information about the Marketplace and its open enrollment period, visit healthcare.gov or call 1-800-318-2596. You should compare your other coverage options with COBRA coverage and choose the coverage option that is best for you. If you terminate COBRA, you may not resume coverage in the Zimmer Biomet Plan, so you should carefully review and compare your COBRA coverage with any other available coverage options, including the Marketplace or coverage under your spouse/domestic partner's health plan.

The Marketplace offers one-stop shopping to find and compare private health insurance options and learn if you qualify for coverage from Medicare, Medicaid or the Children's Health Insurance Program, also known as CHIP. Through the Marketplace, you may also qualify for a new tax credit that lowers your monthly premiums and cost sharing reductions (amounts that lower your out-of-pocket costs for deductibles, coinsurance and copayments). You may visit healthcare.gov to review premium, deductible and out-of-pocket costs before you decide to enroll in a Marketplace plan.

### *COBRA Qualifying Events*

If you are a team member, you will become a qualified beneficiary if you lose coverage under the Plan because either one of the following COBRA qualifying events happens:

- Your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse/domestic partner of a team member, you will become a qualified beneficiary if you lose coverage under the Plan because any of the following COBRA qualifying events happens:

- Your spouse/domestic partner dies;
- Your spouse's/domestic partner's hours of employment are reduced;
- Your spouse's/domestic partner's employment ends for any reason other than his or her gross misconduct;
- Your spouse/domestic partner becomes entitled to (i.e., enrolled in) Medicare benefits as a retiree (under Part A, Part B or both); or
- You become divorced or legally separated from your spouse/domestic partner.

Your dependent child(ren) will become qualified beneficiaries if they lose coverage under the Plan because any of the following COBRA qualifying events happens:

- The parent-team member dies;
- The parent-team member's hours of employment are reduced;
- The parent-team member's employment ends for any reason other than his or her gross misconduct;
- The parent-team member becomes entitled to (i.e., enrolled in) Medicare benefits as a retiree (Part A, Part B or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a dependent child.

For this purpose, loss of coverage means to cease to be covered under the same terms and conditions as in effect immediately before the COBRA qualifying event. For example, any increase in the premium or contribution that must be paid by you (or your covered dependent(s)) for coverage under the Plan that results from the occurrence of a COBRA qualifying event is a loss of coverage.

### *Giving Notice That a COBRA Qualifying Event (or Second Qualifying Event) Has Occurred*

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the COBRA administrator, which is the Zimmer Biomet Benefits Service Center operated by Alight, has been timely notified that a qualifying event has occurred. To notify the Zimmer Biomet Benefits Service Center of a qualifying event or second qualifying event, please contact Alight at benefits.zimmerbiomet.com or 1-877-588-0933.

When the qualifying event is the team member's termination of employment (other than for gross misconduct) or reduction of work hours, death of the team member, commencement of a proceeding in bankruptcy with respect to Zimmer Biomet or the team member's becoming entitled to Medicare benefits as a retiree (under Part A, Part B or both), the Company will notify the Zimmer Biomet Benefits Service Center of the qualifying event.

**Important Note:** For the other COBRA qualifying events – divorce or legal separation of the team member and spouse/domestic partner or a dependent child's loss of eligibility for coverage as a dependent child – you **must notify the Zimmer Biomet Benefits Service Center in writing** within 60 days after the later of: 1) the date of the qualifying event (or second qualifying event) or 2) the date the qualified beneficiary loses (or would lose) coverage under the Plan as a result of the qualifying event (or second qualifying event). The team member or a family member can provide notice on behalf of the team member and other family members affected by the qualifying event. This notice must be provided in writing to the Zimmer Biomet Benefits Service Center and should include all of the following:

- Date (month/day/year);
- The team member's name and date of birth (month/day/year);
- The team member's Social Security number (SSN) or ID number;
- The team member's gender;
- The name of the team member's employer;
- The covered dependent's name, address and telephone number;
- Each covered dependent's gender and date of birth (month/day/year);
- Each covered dependent's Social Security number (SSN) or ID number;
- Each covered dependent's relationship to the team member;
- The reason for the loss of coverage; and
- The date of the loss of coverage (month/day/year).

### *How Is COBRA Continuation Coverage Provided*

Once the Zimmer Biomet Benefits Service Center receives timely notice that a qualifying event has occurred, COBRA continuation coverage will be offered (as further described in the COBRA Continuation Coverage Election Notice) to each of the qualified beneficiaries enrolled for medical, dental or vision coverage under the Plan. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Team members who are qualified beneficiaries may elect COBRA continuation coverage on behalf of their spouse/domestic partner who is a qualified beneficiary, and parents may elect COBRA continuation coverage on behalf of their child(ren) who are qualified beneficiaries.

If coverage under the Plan is changed for active team members, the same changes will apply to individuals receiving COBRA continuation coverage. Qualified beneficiaries also may change their coverage elections during the annual enrollment periods, if a change in status occurs, or at other times changes are permitted under the Plan to the same extent that similarly situated non-COBRA team members may do so.

### *Duration of COBRA Continuation Coverage*

COBRA continuation coverage is a temporary continuation of health coverage. When the qualifying event is the team member's termination of employment (other than for gross misconduct) or reduction in work hours, COBRA continuation coverage for the team member and the team member's covered dependent(s) generally lasts for only up to a total of 18 months.

When the qualifying event is the death of the team member, the team member becoming enrolled in Medicare benefits (under Part A, Part B or both), or your divorce or legal separation, COBRA continuation coverage for the team member's covered dependent(s) (but not the team member) lasts for up to a total of 36 months. Also, the team member's dependent child(ren) are entitled to COBRA continuation coverage for up to 36 months after losing eligibility as a dependent child under the terms of the Plan.

There are three ways in which the 18-month period of COBRA continuation coverage due to the team member's termination of employment or reduction in work hours may be extended.

- **Team member's Medicare entitlement occurs before a qualifying event** – When the qualifying event is the team member's termination of employment (other than for gross misconduct) or reduction in work hours, and the team member enrolled in Medicare benefits less than 18 months before the qualifying event (even if Medicare entitlement was not a qualifying event for the team member's covered dependent(s) because their coverage was not lost), COBRA continuation coverage for qualified beneficiaries other than the team member lasts until 36 months after the date of the team member's Medicare entitlement. For example, if the team member became entitled to Medicare eight months before the date on which employment terminates, COBRA continuation coverage for the team member's covered dependent(s) can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months).
- **Disability extension** – If you or any of your covered dependents are determined by the Social Security Administration (SSA) to be disabled on the date of your termination of employment or reduction in work hours, or at any time within 60 days of your COBRA qualifying event, each qualified beneficiary (whether or not disabled) may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60$^{th}$ day of COBRA continuation coverage and must continue until the end of the 18-month period of continuation coverage to qualify for any disability extension. To qualify for this disability extension, you must notify the Zimmer Biomet Benefits Service Center (in writing) of the qualified beneficiary's disability status BOTH:

1. Within 60 days after the latest of:
   i. The date of the disability determination by the SSA;
   ii. The date on which the qualifying event occurs;
   iii. The date on which you lose (or would lose) coverage under the Plan; or
   iv. The date on which you are informed of both the responsibility to provide this notice and the Plan's procedures for providing such notice to the Zimmer Biomet Benefits Service Center; AND
2. Before the original 18-month COBRA continuation coverage period ends. When notifying the Zimmer Biomet Benefits Service Center of the person's disability status, you must include a copy of the SSA award notice. Also, if the Social Security Administration determines that the qualified beneficiary is no longer disabled, you must notify the Zimmer Biomet Benefits Service Center in writing within 30 days after this determination. If these procedures are not followed or if a copy of the award notice from the Social Security Administration is not provided to the Zimmer Biomet Benefits Service Center within the required period, you will not receive a disability extension of COBRA continuation coverage.

- **Second qualifying event extension** – If the team member's spouse/domestic partner and/or dependent child(ren) experience a second qualifying event while receiving the initial 18 months of COBRA continuation coverage, the team member's covered dependent(s) (but not the team member) can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if timely written notice of the second qualifying event is given to the Zimmer Biomet Benefits Service Center. This extension may be available to the Team Member's dependent(s) receiving COBRA continuation coverage if the team member or former team member dies, becomes enrolled in Medicare benefits (under Part A, Part B or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the covered dependent to lose coverage under the Plan had the first qualifying event not occurred. If a second qualifying event occurs at any time during the 29-month disability continuation period (as described previously), then each qualified beneficiary who is the team member's covered dependent (whether or not disabled) may further extend COBRA continuation coverage for seven more months, for a total of up to 36 months from the team member's termination of employment or reduction in work hours. (See the **Giving Notice That a COBRA Qualified Status Change (or Second Qualified Status Change) Has Occurred** in this section for important details on the proper procedures and timeframes for giving this notice to the Zimmer Biomet Benefits Service Center). If these procedures are not followed or if written notice is not provided in writing to the Zimmer Biomet Benefits Service Center within the required 60-day period, you will not receive any extension of COBRA continuation coverage due to a second qualifying event.

The table below provides a summary of the COBRA provisions outlined in this section.

| Qualifying Events That Result in Loss of Coverage | Maximum Continuation Period | | |
|---|---|---|---|
| | Team Member | Spouse/ Domestic Partner | Child(ren) |
| Team member's reduction in work hours (e.g., full-time to part-time) | 18 months | 18 months | 18 months |
| Team member's termination of employment for any reason (other than gross misconduct) | 18 months | 18 months | 18 months |
| Team member becomes entitled to (enrolled in) Medicare | N/A | 36 months | 36 months |

| Qualifying Events That Result in Loss of Coverage | Maximum Continuation Period | | |
|---|---|---|---|
| | Team Member | Spouse/ Domestic Partner | Child(ren) |
| Team member or team member's covered dependent is disabled (as determined by the Social Security Administration) at the time of the qualifying event or becomes disabled within the first 60 days of COBRA continuation coverage that begins as a result of termination of employment or reduction in work hours (subject to each of the conditions described above in Disability Extension) | 29 months | 29 months | 29 months |
| Team member dies | N/A | 36 months | 36 months |
| Team member and spouse/domestic partner legally separate or divorce | N/A | 36 months | 36 months |
| Team member becomes entitled to Medicare within 18 months before termination of employment or reduction in work hours (even if Medicare enrollment was not a qualifying event for the covered dependent(s) because their coverage was not lost) | N/A | 36 months[1] | 36 months[1] |
| Child no longer qualifies as a dependent child under the terms of the Plan | N/A | N/A | 36 months |

[1] 36-month period is counted from the date the team member becomes enrolled in Medicare.

### *Electing COBRA Continuation Coverage*

You and/or your covered dependent(s) must choose to continue coverage within 60 days after the later of the following dates:

- The date you and/or your covered dependent(s) would lose coverage under the Plan as a result of the qualifying event; or
- The date Zimmer Biomet notifies you and/or your covered dependent(s) (through a COBRA Continuation Coverage Election Notice) of your right to choose to continue coverage as a result of the qualifying event.

To timely elect, your COBRA election must be post-marked or hand-delivered no later than 60 days after the date of the COBRA notice.

### *Paying for COBRA Continuation Coverage*

**Cost** – Generally, each qualified beneficiary is required to pay the entire cost of COBRA continuation coverage. The cost of COBRA continuation coverage is 102% of the cost to the group health plan (including both employer and team member contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving COBRA continuation coverage. With regards to the 11-month disability extension of COBRA continuation coverage, the cost of coverage for the 19th through 29th months of coverage is: 1) 150% of the cost of group health plan coverage for all family members participating in the same coverage option as the disabled individual, and 2) 102% for any family members participating in a different coverage option than the disabled individual, except as provided in the next sentence. If a second qualifying event occurs during the first 18 months of COBRA coverage, the 102% rate applies to the full 36 months even if the qualified beneficiary is disabled. However, if a second qualifying event occurs during the otherwise applicable disability extension period (that is, during the 19th through 29th months), then the cost of coverage for the 19th through 36th months of coverage is 1) the 150% rate for all family members participating in the same coverage option as the disabled qualified

beneficiary, and 2) the 102% rate for any family members in a different coverage option than the disabled qualified beneficiary.

**Premium due dates** – If you elect COBRA continuation coverage, you must make your initial payment for continuation coverage (including all premiums due but not yet paid) no later than 45 days after the date of your election. (This is the date the COBRA Election Notice is postmarked, if mailed.) If you do not make your initial payment for COBRA continuation coverage within 45 days after the date of your election, you will lose all COBRA continuation coverage rights under the Plan. Payment is considered made on the date it is sent to the Plan (as evidenced by the postmark date or the date the ACH or electronic transfer is processed by the originating financial institution, whichever applies, from an account containing sufficient funds to pay the full amount due).

After you make your initial payment for COBRA continuation coverage, you will be required to make periodic payments for each subsequent coverage period. The premium due date and exact amount due for each coverage period for each qualified beneficiary will be shown in the COBRA Election Notice you receive. Although periodic payments are due on the dates shown in the COBRA Election Notice, you will be given a grace period of 30 days after the first day of the coverage period to make each periodic payment. Your COBRA continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. However, if you pay a periodic payment later than the first day of the coverage period to which it applies, but before the end of the grace period, your coverage under the Plan will be suspended as of the first day of the coverage period and then retroactively reinstated (going back to the first day of the coverage period) when the periodic payment is received. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated.

If you elect COBRA continuation coverage, but then fail to make an initial or periodic payment before the end of the 45- or 30-day grace period, respectively, for that coverage period, you will lose all rights to COBRA continuation coverage under the Plan, and coverage will be terminated retroactively to the last day for which timely payment was made (if any).

### *When COBRA Continuation Coverage Ends*

COBRA continuation coverage for any person will end when the first of the following occurs:

- The applicable 18-, 29- or 36-month COBRA continuation coverage period ends;
- Any required premium is not paid on time;
- After the date COBRA continuation coverage is elected, a qualified beneficiary first becomes covered (as a team member or otherwise) under another group health plan not offered by Zimmer Biomet that does not contain any exclusion or limitation affecting a qualified beneficiary's pre-existing condition, or the other group health plan's pre-existing condition limit or exclusion does not apply or is satisfied because of the Health Insurance Portability and Accountability Act rules;
- After the date COBRA continuation coverage is elected, a qualified beneficiary first becomes enrolled in Medicare benefits (under Part A, Part B or both). This does not apply to other qualified beneficiaries who are not entitled to Medicare. In the case of extended COBRA continuation coverage due to a disability, there has been a final determination, under the Social Security Act, that the qualified beneficiary is no longer disabled. In such a case, the COBRA continuation coverage ceases on the first day of the month that begins more than 30 days after the final determination is issued, unless a second qualifying event has occurred during the first 18 months;
- For newborns and children adopted by or placed for adoption with you (the team member) during your COBRA continuation coverage, the date your COBRA continuation coverage

period ends unless a second qualifying event has occurred; or
- Zimmer Biomet ceases to provide any group health plan for its team members and retirees.

COBRA continuation coverage also may be terminated for any reason that the Plan would terminate coverage of a participant or beneficiary not receiving COBRA continuation coverage (such as fraud or intentional misrepresentation).

### *Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends?*

In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period[2] to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

### *For more information visit https://www.medicare.gov/medicare-and-you.If You Have Questions*

Questions concerning your plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at **dol.gov/ebsa**. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

### *Keep Your Plan Informed of Address Changes*

In order to protect your rights, as well as the rights of your dependent(s), you should keep the Zimmer Biomet Benefits Service Center informed of any changes in the addresses of you, your spouse/domestic partner and/or dependent child(ren). You also should keep a copy for your records of any notices you send to the Zimmer Biomet Benefits Service Center.

### *Plan Contact Information*

For general questions regarding COBRA continuation coverage, please contact the Zimmer Biomet Benefits Service Center (which is the COBRA administrator) at 1-877-588-0933. You also may contact the medical, dental or vision plan administrator, as shown in the medical, dental and vision

[2] https://www.medicare.gov/sign-up-change-plans/how-do-i-get-parts-a-b/part-a-part-b-sign-up-periods.

SPDs.

To notify the Zimmer Biomet Benefits Service Center of a qualifying event, a second qualifying event please contact Alight at benefits.zimmerbiomet.com or 1-877-588-0933.

## Continuation of Coverage During Leaves of Absence

If you are receiving pay from Zimmer Biomet during a paid leave (e.g., for Short-Term Disability), your eligibility for most benefits will continue, if you timely pay the applicable premiums. While you are not receiving pay from Zimmer Biomet, you must arrange to pay for your benefit coverage while you are on leave through the Zimmer Biomet Benefits Service Center.

If, however, you take a leave of absence, you will not be eligible for Business Travel Accident insurance and certain other benefits may terminate during your leave in accordance with the terms of each applicable plan.

## Continuation of Coverage After Separation of Employment

When your healthcare coverage ends, you may be eligible to continue coverage under COBRA for a limited period of time, subject to the COBRA eligibility election and premium payment requirement. No other health and welfare coverage is continued after separation of employment or retirement.

If you participate in the Premium or Value HSA Medical option and have an account balance when you separate employment or retire, those funds will be available to you for payment of healthcare expenses. Any balance in your HRA or HSA Extra Bucks account will be forfeited, unless you continue coverage under COBRA.

If you separate or retire from Zimmer Biomet, your eligibility for basic and supplemental life insurance will end. However, you may be able to elect portability and/or conversion of your team member and dependent life insurance coverage with the insurance carrier, subject to the terms and conditions of the applicable Incorporated Document. You cannot convert team member or dependent AD&D insurance or survivor income benefit coverage. See the Life and AD&D Insurance Coverage SPD for coverage details.

## Continuation of Coverage for Team Members in the Uniformed Services

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) guarantees certain rights to eligible team members who enter military service. This includes the right to re-employment following discharge and the right to continue certain benefits coverage during military service.

### Need Information on Military Leave?

For information or questions about military leave, USERRA rights and benefits coverage during your service, call the Zimmer Biomet Benefits Service Center at 1-877-588-0933.

In general, to be eligible for the rights guaranteed by USERRA, you must:

- Return to work on the first full, regularly scheduled workday following your leave, safe transport home and an eight-hour rest period if you are on a military leave of less than 31 days;
- Return to or reapply for employment within 14 days of completion of such period of duty, if your absence from employment is from 31 to 180 days; or

- Return to or reapply for employment within 90 days of completion of your period of duty, if your military service lasts more than 180 days.

Upon your timely reinstatement, you are entitled to the seniority, rights and benefits associated with the position held at the time employment was interrupted, plus additional seniority, rights and benefits that would have been attained if your employment had not been interrupted.

### What It Means

The terms Uniformed Services or Military Service mean the Armed Forces (i.e. Army, Navy, Air Force, Marine Corps, Coast Guard), the reserve components of the Armed Services, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training or full-time National Guard duty, the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of war or national emergency.

## Continuation of Coverage While on a Family and Medical Leave (FMLA)

Under the federal Family and Medical Leave Act (FMLA), team members who meet eligibility requirements are generally allowed to take up to 12 weeks of leave in any 12-month period for certain family and medical situations and continue their elective coverage during this time. The leave will be unpaid unless it also qualifies for some form of paid leave benefit.

### Need Information on FMLA Leave?

For information or questions about FMLA leave, eligibility requirements and benefits continuation, contact UNUM or your Manager, Supervisor or HR Business Partner.

If you are eligible, you can take up to 12 weeks of leave in a 12-month period for the following reasons:

- The birth and care of your newborn child or a child that is placed with you for adoption or foster care;
- The care of a spouse/domestic partner, child or parent who has a serious health condition;
- Your own serious health condition;
- For a qualifying exigency arising out of a spouse's/domestic partner's, child's or parent's being on active duty or called for active duty in the military service.

Additionally, if you are eligible, you can take up to 26 weeks of leave (reduced by the amount of leave taken for reasons listed above) in a 12-month period to care for a spouse/domestic partner, child, parent or next of kin who is undergoing medical treatment, recuperation or therapy for a serious illness or injury that was incurred or aggravated in the line of duty during active military service.

To determine the amount of FMLA leave remaining, Zimmer Biomet uses a rolling 12-month period and measures backward from the date the requested leave would begin.

Depending on the state where you live, the number of weeks of unpaid leave available to you for family and medical reasons may vary based on state law requirements.

An FMLA leave is unpaid unless you also qualify for some form of paid leave benefit under the terms of another available Company policy.

# YOUR RIGHTS UNDER ERISA

The Employee Retirement Income Security Act of 1974 (ERISA) applies to all Zimmer Biomet Health and Welfare Plans, except the Dependent Care FSA and the Short-Term Disability Pay Continuation Policy. As a participant in an ERISA plan, you are entitled to certain rights and protections. Specifically, ERISA provides that all plan participants shall be entitled to the following.

## Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan or it component plans, including insurance contracts, collective bargaining agreements 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 Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan or its component plans, including insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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.

## Continue Group Health Coverage

- Continue group health coverage for yourself, spouse/domestic partner or dependents if there is a loss of coverage under the Plan as a result of a qualifying event (for the medical, dental and vision that is subject to COBRA). You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the medical, dental and vision plans for the rules governing your COBRA continuation rights.

## Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the benefit plans. The people who operate your plans, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan 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 the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report 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 administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file a suit in a state or federal court, but only after you have exhausted the Plan's claims and appeals

procedure. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a Qualified Medical Child Support Order, you may file suit in a 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 your plan(s), 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, Frances Perkins Building, 200 Constitution Avenue N.W., Washington, DC 20210.

You also may obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration (EBSA) at 1-866-444-3272, visiting its website at dol.gov/ebsa or contacting the EBSA field office nearest you.

# SPECIAL ENROLLMENT RIGHTS

## For Medical, Dental or Vision Coverage

If you do not enroll yourself or an eligible dependent because you have other medical, dental or vision coverage, you may have the opportunity to enroll at a later date if you lose eligibility for the other coverage.

To be eligible for special enrollment, you must meet these requirements:

- You must state that you are declining coverage for yourself or a dependent because you or your dependents have other coverage during your initial or annual benefits enrollment.
- You or a dependent must lose coverage because of a loss of eligibility (for example, a change in employment, death, divorce, losing dependent eligibility), a move outside of a network service area the employer no longer provides benefits to the covered group or exhaustion of COBRA continuation.
- You must request special enrollment within 31 calendar days after your or your eligible dependents' other coverage ends.

You or your dependents are not eligible for special enrollment if you lose coverage for failure to pay premiums, failure to enroll during annual enrollment or for reasons of fraud. If you enroll through the Plan's special enrollment provisions within 31 days of the special enrollment event, coverage will generally start on the first day of the month following your enrollment.

## When Gaining a Dependent

If you had previously waived medical, dental or vision coverage, you may be able to enroll yourself when you first gain a new dependent. Likewise, if your spouse/domestic partner is not enrolled in the Plan, you may enroll him or her when you enroll a child due to birth, adoption or placement for adoption. Written verification of the reason you or your spouse/domestic partner previously declined coverage under the Plan is not required during a special enrollment period as described in this paragraph. However, you must request enrollment within 31 calendar days after the marriage, birth, adoption or placement for adoption (the date of the event counts as day one).

**Note:** You cannot enroll a dependent in the Plan without enrolling yourself, too.

To request this special enrollment or obtain more information, contact the Zimmer Biomet Benefits Service Center.

## Due to Entitlement to or Loss of Medicaid or CHIP Coverage

If you, your spouse/domestic partner or a covered dependent becomes entitled to and enrolls in Medicaid or a Children's Health Insurance Program (CHIP), you may drop or reduce coverage for that individual. If you, your spouse/domestic partner or a dependent loses entitlement to Medicaid or CHIP, you may enroll or increase coverage for that individual (and yourself) in the Plan. You must notify the Zimmer Biomet Benefits Service Center within 60 calendar days of a change in entitlement to Medicaid or CHIP to make a corresponding change in your coverage.

## Due to Significant Modifications in Costs or Benefits Coverage

You also may change coverage elections (but not elections under the Flexible Spending Account Plan) if there are significant changes in the cost or benefits coverage:

- **Significant cost changes.** If the cost charged to you for a benefit package option significantly increases or decreases during a period of coverage, you may make a corresponding change in election under the Plan. For example, you may commence participation in the option with a decrease in cost. In the case of an increase in cost, you may revoke an election for that coverage and elect to receive coverage under another benefit option providing similar coverage or to drop coverage if no other benefit option providing similar coverage is available.
- **Significant curtailment without loss of coverage.** This rule applies if you (or a covered dependent) have a significant curtailment of coverage under the Plan that is not a loss of coverage (e.g., there is a significant increase in the deductible, the copayment, or the out-of-pocket cost sharing limit). In this case, you may revoke your election for that coverage and elect to receive coverage under another benefit package option providing similar coverage.
- **Significant curtailment with loss of coverage.** If you (or a covered dependent) have a significant curtailment that is a loss of coverage under the Plan, you may revoke your election under the Plan and elect either to receive coverage under another benefit package option providing similar coverage or to drop coverage if no similar benefit package option is available. A loss of coverage means a complete loss of coverage under the benefit package option or other coverage option (e.g., the elimination of a benefit package option, a Plan option ceasing to be available in the area where an individual resides or an individual losing all coverage under the option by reason of an overall lifetime or annual limitation).
- **Addition or improvement of a benefit package option.** If a new benefit package option or other coverage option is added, or if coverage under an existing benefit coverage option is significantly improved during a period of coverage, you may (whether or not you have previously made an election under the Plan or have previously elected the benefit option) revoke your election under the Plan and make a prospective election for coverage under the new or improved benefit option.

# WHEN COVERAGE ENDS

## For Team Members

### *Medical, Dental and Vision Coverage*

Your medical, dental and vision coverage will automatically end on the last day of the month in which the earliest occurs:

- You are no longer eligible for benefits or coverage (including due to your leave status);
- You retire or your employment with Zimmer Biomet ends for any reason;
- You die;
- You fail to timely make any required contributions;
- Zimmer Biomet terminates a component plan, unless otherwise stated;
- You are no longer employed in a covered job classification (because your hours are reduced, etc.); or
- Any reason in any plan document.

### *Other Health and Welfare Coverage*

All other coverage (FSA, STD, LTD, all life and AD&D insurance and survivor income) terminates on the date you lose coverage due to one of the events listed above.

## For Dependents

### *Medical, Dental and Vision Coverage*

Medical, dental and vision coverage for your dependents will automatically end on the last day of the month in which the earliest occurs:

- Your (team member) coverage ends;
- Zimmer Biomet terminates all dependent coverage under a plan, unless otherwise stated;
- You become legally separated or divorced, have an annulment from your spouse/domestic partner, or your registered eligible domestic partnership is terminated;
- Your child reaches age 26 (medical), age 23 if a full-time student (dental and vision), or age 19;
- Your child is no longer a full-time student (dental and vision);
- Your child marries (however, medical plan eligibility for the child continues until age 26 (but child's spouse/domestic partner is not eligible);
- Your child enters the military force of any country on a full-time basis;
- The Qualified Medical Child Support Order (QMCSO) covering your child is no longer in effect;
- Your dependent enrolls as a team member under a Zimmer Biomet component plan;
- Your child who is eligible for coverage because of a disability recovers from that disability;
- Your dependent ceases to meet the definition of an eligible dependent; or
- Any reason in any component plan document.

### *Other Health and Welfare Coverage*

All other coverage (FSA, STD, LTD, all life and AD&D insurance and survivor income) terminates on the date your dependent loses coverage due to one of the events listed above.

# QUALIFIED MEDICAL CHILD SUPPORT ORDER

A Qualified Medical Child Support Order (QMCSO) may be either a National Medical Child Support Notice issued by a state child support agency or a legal judgment, decree or order under a state domestic relations law resulting from a divorce, legal separation, annulment or change in legal custody. A QMCSO creates or recognizes the rights of a child to healthcare coverage, even if you do not have legal custody of the child, the child is not dependent on you for support, and regardless of any enrollment season restrictions that might otherwise exist for eligible dependent coverage.

Under a QMCSO, you can be required to provide medical coverage to your eligible dependent child(ren). If the order directs you to cover the child, you must enroll the child (and yourself) in the Plan. Unless the order is updated to direct someone other than you to cover the child, you may not drop coverage for the child.

Federal law provides that a QMCSO must meet certain form and content requirements in order to be valid. If the Plan receives a valid QMCSO and you do not enroll the dependent child, the custodial parent or state agency may enroll the affected child. Additionally, Zimmer Biomet may withhold any contributions from your paycheck that are required for such coverage.

Please call the Zimmer Biomet Benefits Service Center if you know of a QMCSO that will affect your benefit elections or if you want additional information on Zimmer Biomet's policies and procedures for reviewing and approving QMCSOs. You also can request, without charge, a copy of the written procedure for determining whether a QMCSO is valid.

# DISCLOSURE OF PROTECTED HEALTH INFORMATION

The medical, dental, vision and prescription drug plans, as well as the Healthcare FSA and Work-Life Solutions (the "health plans") sponsored by Zimmer Biomet are subject to federal privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (the "privacy rules"). In addition, the health plans are subject to security rules under HIPAA regulations. This section describes certain limitations on the disclosure of protected health information from the health plans and the measures Zimmer Biomet is taking to safeguard this information. This notice describes how your health information may be used and disclosed and how you can get access to this information. Please review this section carefully. For more information on the privacy rules of the health plans, please call the Zimmer Biomet Benefits Service Center at 1-877-588-0933.

## What Plans Are Subject to the Privacy Rules?

The following health plans are subject to the privacy rules:

- Medical plan;
- Prescription drug plan;
- Wellness program (as administered by Virgin Pulse);
- Healthcare FSA;
- Dental plan;
- Vision plan; and
- Work-Life Solutions.

## What Is Protected Health Information?

Protected health information is information about you, including demographic information that can reasonably be used to identify you. It relates to your past, present or future physical or mental health condition. Protected health information also is information about the provision of healthcare or the payment for that care.

## How Do the Zimmer Biomet Health Plans Use and Disclose Protected Health Information?

The health plans will only use or disclose your protected health information for the purpose of carrying out plan administrative functions for the health plans in a manner consistent with the privacy rules. These plan administrative functions include the following activities:

- **Treatment** – Your protected health information may be used or disclosed to carry out medical treatment or services by healthcare providers. For example, in carrying out treatment functions, the health plans (or service providers acting on behalf of the health plans, such as a pharmacy benefit manager) could use or disclose your protected health information to protect you from receiving inappropriate medications or share information about prior prescriptions if a newly prescribed drug could cause problems for you. The health plans also may share information about prior treatment with a healthcare provider who needs such information to treat you or your family properly.

- **Payment** – Your protected health information may be used or disclosed to determine your eligibility for health plan benefits, to coordinate coverage between health plans and another plan, and to facilitate payment for services you receive. For example, your information may be shared with an outside vendor that the health plans have hired to review use of certain services or medications, or with an outside company hired to help the health plans ensure that they are properly reimbursed if a third party is responsible for medical costs the health plans would otherwise pay.
- **Healthcare operations** – Your protected health information may be used for various administrative purposes that are called healthcare operations of the Zimmer Biomet health plans. For example, your information might be included as part of an audit designed to ensure that the health plans' outside claims administrator is performing its job satisfactorily. Your protected health information, along with that of all other participants, may be used each year to set appropriate premiums for the health plans or to help secure insurance that is needed to financially protect the health plans or Zimmer Biomet.
- **Disclosures for payment, treatment and healthcare operations** – The health plans and Zimmer Biomet often rely on outside service providers (generally known as business associates) to handle important administrative tasks on behalf of the health plans or Zimmer Biomet. When these tasks involve the use or disclosure of protected health information, the health plans or Zimmer Biomet are permitted to share your protected health information with these business associates (e.g., the service providers that process claims for benefits under the health plans or administer prescription drug benefits under the health plans). Whenever an arrangement between the health plans or Zimmer Biomet and a third-party business associate involves the use or disclosure of your protected health information, that business associate will be required to keep your information confidential.

  The health plans also may share your protected health information with Zimmer Biomet. For instance, the health plans may disclose whether you are participating in, enrolled in or no longer enrolled in the health plans. Generally, Zimmer Biomet may use this protected health information to carry out its administrative functions. Zimmer Biomet has agreed to prevent unauthorized use or disclosure of the information and to limit the team members who have access to such information. In no event may Zimmer Biomet use the protected health information it receives from the Zimmer Biomet health plans to make any employment-related decision. Protected health information will not be used or disclosed by Zimmer Biomet for the purpose of employment-related actions or decision, or in connection with any other benefit provided by the health plans, unless authorized by the individual.
- **Electronic protected health plan** – The health plans also have taken steps to comply with the security rule that protects, maintains and safeguards electronic protected health information.

The health plans will not use protected health information for marketing or fundraising, or sell protected health information, nor will any health plan use genetic information for underwriting purposes.

## Other Protections You May Have Under State Law

State insurance laws and other laws may give you greater rights than those secured under federal law (which the health plans and Zimmer Biomet already follow). When Zimmer Biomet, as the administrator of the health plans, becomes aware of state laws that offer you greater rights to protect your health information, you will be notified within a reasonable time and told how the state laws affect you.

## No Other Uses or Disclosures Without Your Authorization

Other than the uses and disclosures described in this notice, and as permitted by applicable law, neither the health plans nor Zimmer Biomet may disclose your protected health information or

make any other use of it without your written authorization. You may revoke any such authorization in writing, except to the extent that the health plans or Zimmer Biomet have already taken action in reliance on your authorization.

## You May Request Restrictions

You may be able to request restrictions on certain uses and disclosures of your protected health information to carry out treatment, payment or healthcare operation functions as described in this notice. For example, you may ask that the health plans or Zimmer Biomet not disclose information regarding your health to your spouse/domestic partner or child(ren). The health plans or Zimmer Biomet are not required to agree to the requested restriction. But if the health plans or Zimmer Biomet do agree to honor your request, they will not use or disclose your information in the way you specified unless it is needed to provide emergency treatment. If the health plans or Zimmer Biomet disclose restricted information due to an emergency, the health plans or Zimmer Biomet will request assurances from the service provider that it will not further disclose your restricted information.

Please note that if the Department of Health and Human Services requests any of your restricted health information during an investigation of the health plans or Zimmer Biomet, Zimmer Biomet must disclose the information even though it is restricted. Additionally, if the disclosure is of the type for which your authorization is not required and you would not otherwise be given an opportunity to object to the disclosure, the health plans or Zimmer Biomet may disclose the restricted information.

You may make your requests to restrict the use and disclosure of your protected health information by writing to the appropriate contact for the applicable benefit option, as listed in the Requesting an Accounting section. Your request must state the specific restriction requested and to whom you want the restriction to apply. Requests to remove a restriction also should be sent to the appropriate contact listed below.

## You May Request Confidential Communication

In certain circumstances, you may ask to receive confidential communications of protected health information by other means or at different locations. For example, if receiving communications at a particular location could put you in danger, you may request that the health plans or Zimmer Biomet contact you only at your work telephone number or address. Reasonable requests that clearly state, in writing, that the disclosure of all or part of your protected health information could endanger you will be honored by the health plans or Zimmer Biomet. You may make your requests for communication by other means by writing to the appropriate contact listed in the Requesting an Accounting section.

## You May Access Your Protected Information Maintained by the Zimmer Biomet Health Plans

You will be able to inspect and copy your protected health information as long as it is maintained by Zimmer Biomet on behalf of the health plans, as described in this notice. This ability would not apply to certain narrow types of information – psychotherapy notes; information that may be used in a civil, criminal or administrative action or proceeding; and information that is not part of the records maintained by or on behalf of the health plans.

Generally, your information will be provided to you in a form regularly maintained by the health plans. If you consent, the health plans may provide a summary or explanation of your information instead of providing you access to the information.

You must make your request for access to your information in writing to the appropriate contact listed in the Requesting an Accounting section. You may be charged a reasonable fee to cover costs related to copying your information, preparation of an explanation or summary of the protected health information and postage.

## Amendment of Your Protected Health Information

If the health plans or Zimmer Biomet is informed of an amendment to your protected health information, they will revise their records accordingly. Additionally, you will be able to request that your protected health information be amended, as described in this notice, for as long as it is maintained by Zimmer Biomet on behalf of the health plans or Zimmer Biomet. The amendment process includes:

1. **Requesting amendment** – You must make your request for amendment of your protected health information in writing to the appropriate contact listed in the Requesting an Accounting section. You also must provide a reason to support the requested amendment. Zimmer Biomet or the appropriate contact will respond to your request within 60 days after its receipt. If additional time is needed to act upon your request, you will be notified in writing to explain the delay and will be given the date by which your response will be sent. In any event, your request will be acted upon within 90 days after its receipt.
2. **Grant of request for amendment** – If your request for amendment of your protected health information is granted, Zimmer Biomet or the appropriate contact will make the amendment by identifying the records that are affected by the amendment and appending (or otherwise linking) the amendment to the original record. You will be notified that the amendment has been made and asked for your permission to notify other affected parties of the amendment. These others will include those you have identified to receive the amendment as well as individuals who are known to have the original protected health information and who may have relied, or could foreseeable rely, on that information to your detriment.
3. **Denial of request for amendment** – Your request for amendment may be denied if:
    - The health plans or Zimmer Biomet (or its service providers) did not create the information;
    - The information is not part of the records maintained by or on behalf of the health plans or Zimmer Biomet;
    - The information would not be available for your inspection (for one of the reasons described above); or
    - Zimmer Biomet determines that the information is accurate and complete without the amendment.

    If your request for changes in your protected health information is denied, you will be notified in writing with the reason for the denial. You also will be informed of your right to submit a written statement disagreeing with the denial that is a reasonable length. A rebuttal statement to your statement of disagreement may be prepared by or on behalf of the health plans or Zimmer Biomet. You will be provided a copy of any such rebuttal statement.

    Your statement of disagreement and any corresponding rebuttal statement will be included with any subsequent disclosures of applicable information. If you do not file a statement of disagreement, the health plans or Zimmer Biomet must submit your request for amendment (or a summary of such request) with any disclosure of the applicable information.

## Certification from Zimmer Biomet to Health Plans

The health plans will only disclose protected health information to Zimmer Biomet upon receipt of a certification that Zimmer Biomet agrees to comply with the following conditions:

- Not to use or further disclose the information other than as described above or as required by law.
- Ensure that any agents (including a subcontractor) to whom Zimmer Biomet provides protected health information received from the health plans agrees to the same restrictions and conditions that apply to Zimmer Biomet with respect to such information.
- Not to use or disclose the protected health information for employment-related actions and decisions or in connection with any other benefit or team member benefit plans of Zimmer Biomet unless authorized by the individual or required by law.
- Report to the health plans any use or disclosure of the protected health information that is inconsistent with the uses or disclosures described above of which Zimmer Biomet becomes aware.
- As required by federal privacy regulations (45 C.F.R. §164.524, .526 and .528):
    i. Make protected health information available to individuals, including for purposes of amendment;
    ii. Incorporate any such amendments; and
    iii. Make available the information required to provide individuals with an accounting of Zimmer Biomet's disclosures of their protected health information.
- Make Zimmer Biomet's internal practices, books and records relating to the use and disclosure of protected health information received from the health plans available to the Secretary of Health and Human Services for purposes of determining compliance by the health plans with the privacy rules.
- If feasible, return or destroy all protected health information received from the health plans or that Zimmer Biomet still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, but, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.
- Ensure that the adequate separation described below in Separation between Zimmer Biomet and the Zimmer Biomet Health Plans is established.

## Separation Between Zimmer Biomet and the Zimmer Biomet Health Plans

The following classes of team members of Zimmer Biomet at all locations within the United States may be given access to protected health information received from the health plans or a health insurance issuer of the health plans:

- Accounting and Finance;
- Benefits Department staff;
- Corporate Benefits Committee;
- Human Resources managers;
- Human Resources information systems representatives;
- Human Resources coordinators;
- Internal legal counsel;
- Payroll specialists; and
- Team member health services staff.

The persons identified in the preceding paragraph will have access to protected health information solely to perform the health plans' administration functions.

## Accounting of Disclosures

If the health plans outside service providers disclose your protected health information to anyone besides you for reasons that you have not authorized (other than the treatment, payment and healthcare operations described under How do the Zimmer Biomet Health Plans Use and Disclose Protected Health Information? section), you will be able to receive information about such disclosures, as described in this notice. This information is called an accounting.

By law, in certain cases no accountings are required, such as for disclosures to persons involved in your care, for national security or intelligence purposes, for disclosures to correctional institutions or law enforcement officials, or disclosures that are part of a limited data set that contains no more information than:

- Your age or date of admission, discharge or death; and
- Your city, state, country, precinct or zip code.

## Requesting an Accounting

If the health plans, Zimmer Biomet or any business associate discloses your protected health information in any way not permitted under the privacy rules, you will be able to receive information about such disclosures in an accounting. You must make your request for an accounting of disclosures of your protected health information in writing to the appropriate contact listed below:

| Benefit Option | Contact | Contact Information |
|---|---|---|
| Medical options | Anthem | P.O. Box 105187<br>Atlanta, GA 30348-5187 |
| Prescription drug plan (included in the medical plan) | Express Scripts | Attn: Privacy Officer<br>P.O. Box 66561<br>St. Louis, MO 63166-6561<br><br>Include Name, Member ID#, Group # and DOB |
| Wellness program | Virgin Pulse | 510 Marquette Ave, Suite 500<br>Minneapolis, MN 55402 |
| Dental options | Aetna Insurance Company | 151 Farmington Avenue<br>Hartford, CT 06156 |
| Vision plan | Vision Service Plan (VSP) | 3333 Quality Drive<br>Rancho Cordova, CA 95670 |
| Flexible spending accounts (Healthcare FSA, Dependent Care FSA) and Commuter Benefit | WageWorks (a HealthEquity company) | P.O. Box 14053<br>Lexington, KY 40512 |
| Work-Life Solutions | Anthem | Anthem Blue Cross Blue Shield<br>P.O. Box 166<br>Indianapolis, IN 46206 |
| COBRA | Zimmer Biomet Benefits Service Center (Alight) | P.O. Box 785090<br>Orlando, FL 32878-5090 |

Your request must specify a time period, which may not be longer than six years. Zimmer Biomet or the appropriate contact will respond to your request within 60 days after its receipt. If additional time is needed to act upon your request, you will be notified in writing to explain the delay and to give you the date by which your response will be sent. In any event, your request will be acted upon within 90 days after its receipt.

For each disclosure, you will receive:

- The date of the disclosure;
- The name of the receiving entity and address, if known;
- A brief description of the protected health information disclosed; and
- A brief statement of the purpose of the disclosure or a written copy of the request for the information, if any.

The foregoing restrictions do not apply in the following circumstances:

- Protected health information disclosed pursuant to a valid authorization from the individual who is the subject of the information;
- The disclosure of enrollment information to Zimmer Biomet; or
- Protected health information that has been summarized in conformity with the privacy rules that is used for obtaining premium bids from health plans or modifying, amending or terminating the health plans.

The health plans are required by law to maintain the privacy of participants' protected health information and to provide participants with notice of its legal duties and privacy practices regarding protected health information. Zimmer Biomet reserves the right to change the terms of its policies. If changes are made, you will receive a notice of the new provisions effective for all protected health information that it maintains.

***Notice.*** If you are affected by a reportable breach, you will be notified in writing.

## Complaints

If you believe the health plans violated your privacy rights, you may file a complaint with the health plans. These should be filed in writing with the Privacy Officer and sent to:

Privacy Officer Zimmer Biomet
Attention: Benefits Department
345 East Main Street
P.O. Box 708
Warsaw, IN 46581-0708

You also may file a complaint with the Department of Health and Human Services at:

Office for Civil Rights
Centralized Case Management Operations
United States Department of Health and Human Services
200 Independence Ave, SW
Room 509F HHH Bldg.
Washington, DC 20201

In either case, you will not be penalized in any way for filing such a complaint.

# PLAN ADMINISTRATION

The following information about the administration of the Plan is provided in compliance with the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

## Plan Sponsor

The name and address of the Plan sponsor for the Zimmer Biomet Holdings, Inc. Health and Welfare Plan are:

Zimmer Biomet Holdings, Inc.
345 East Main Street
P.O. Box 708
Warsaw, IN 46581-0708

## Plan Administrator

The name, address and telephone number of the Plan Administrator are:

Administrative Committee
Zimmer Biomet Holdings, Inc.
345 East Main Street
P.O. Box 708
Warsaw, IN 46581-0708
1-574-267-6131 (request Benefits Department)

The administration of the Plan will be under the supervision of the Plan Administrator. To the fullest extent permitted by law, the Plan Administrator, the Administrative and Benefits Committees, their delegates, and the service provider, insurer and/or claims administrator, as applicable, will have the discretionary authority to determine all matters relating to eligibility, coverage and benefits under the applicable plan. Benefits under the Plan will be paid only if the Plan Administrator, claims administrator, insurer or its authorized delegate decides, in its discretion, that the applicant is entitled to them. The Plan Administrator, the Administrative and Benefits Committees, and the service provider, insurer and/or claims administrator, as applicable, also have the discretionary authority to determine all matters relating to interpretation and operation of the Plan. Any determination by the Plan Administrator, including the Committees, claims administrator, insurer or any authorized delegate, shall be final and binding.

## Agent for Service of Legal Process

The name and address of the agent for service of legal process are:

Corporate Secretary
Zimmer Biomet Holdings, Inc.
345 East Main Street
P.O. Box 708
Warsaw, IN 46581-0708

Legal process also can be served on the Plan Administrator.

## Additional Plan and Contact Information

When seeking assistance or referring to the component plans in claims appeals or other correspondence, you will receive help more quickly if you identify the component plans fully and accurately.

The Employer Identification Number assigned by the Internal Revenue Service to the Zimmer Biomet Health and Welfare Plan is 13-4151777. The plan number is 501.

| Plan Name | Plan Number | Insured or self-funded | Administered by | Source of Contributions |
|---|---|---|---|---|
| Medical Plan Options | 501 | Zimmer Biomet (self-funded) | Anthem<br>1-800-693-5406<br>Monday through Friday,<br>8 a.m. to 8 p.m. ET<br><br>Customer Service<br>P.O. Box 105187<br>Atlanta, GA 30348-5187<br>**anthem.com** | Zimmer Biomet and participant contributions |
| Prescription Drug Plan | 501 | Zimmer Biomet (self-funded) | Express Scripts<br>1-866-544-6884<br>24 hours a day, 7 days per week<br><br>P.O. Box 66587<br>St. Louis, MO 63166-6577<br>**express-scripts.com**<br>Express Scripts mobile application | Zimmer Biomet and participant contributions (Included in your medical plan contribution) |
| Wellness Program | 501 | Zimmer Biomet (self-funded) | Virgin Pulse<br>510 Marquette Ave, Suite 500<br>Minneapolis, MN 55402 | Zimmer Biomet contributions |
| Dental Plan | 501 | Zimmer Biomet (self-funded) | Aetna<br>1-800-279-1434<br>Monday through Friday,<br>8 a.m. to 6 p.m. ET<br><br>Aetna Insurance Company<br>P.O. Box 14094<br>Lexington, KY 40512<br>**aetna.com** | Zimmer Biomet and participant contributions |

| Plan Name | Plan Number | Insured or self-funded | Administered by | Source of Contributions |
|---|---|---|---|---|
| Vision Plan | 501 | Vision Service Plan (insured) | Vision Service Plan<br>1-800-877-7195<br>Monday through Friday,<br>8 a.m. to 11 p.m. EST<br>Saturday and Sunday,<br>10 a.m. to 11 p.m. EST<br><br>3333 Quality Drive<br>Rancho Cordova, CA 95670<br><br>**vsp.com** | Participant contributions |
| Healthcare Flexible Spending Account, Dependent Care Flexible Spending Account, Commuter Benefit | 509<br><br>(Commuter Benefit is not an ERISA plan) | Zimmer Biomet (self-funded) | WageWorks (a HealthEquity company)<br>1-877-924-3967<br>Monday through Friday,<br>8 a.m. to 8 p.m. ET<br><br>P.O. Box 14053<br>Lexington, KY 40512<br><br>**healthequity.com/wageworks** | Participant contributions |
| Basic Life and AD&D; Supplemental Life; Dependent Life; Team Member and Dependent AD&D; Survivor Income Plan | 501 | The Hartford (insured) | The Hartford<br>1-888-563-1124<br>Monday through Friday,<br>9 a.m. to 7 p.m. ET<br><br>Group Benefits Claims,<br>Life Claims Office<br>P.O. Box 14299<br>Lexington, KY 40512-4299 | Zimmer Biomet contributions for basic life and AD&D coverage;<br>Participant contributions for all other coverage |
| Short-Term Disability (STD) Pay Continuation Policy[1]; Long-Term Disability (LTD) | 501 (LTD only; STD is a Zimmer Biomet payroll practice, not an ERISA plan) | STD: self-funded Zimmer Biomet payroll practice[1]<br><br>LTD: Unum (insured) | Unum<br>1-866-779-1037<br>Monday through Friday,<br>8 a.m. to 8 p.m. ET<br><br>**unum.com** | Zimmer Biomet contributions for STD and basic LTD<br><br>Participant contributions for supplemental LTD |
| Business Travel Accident Insurance | 501 | National Union Fire Insurance Company of Pittsburgh, PA (insured) | National Union Fire Insurance Company of Pittsburgh, PA<br>1-212-458-5000<br>175 Water Street, 15th Floor,<br>New York, NY 10038 | Zimmer Biomet contributions |

| Plan Name | Plan Number | Insured or self-funded | Administered by | Source of Contributions |
|---|---|---|---|---|
| Work-Life Solutions | 501 | Zimmer Biomet (self-funded) | Anthem<br>1-833-600-4759<br>24 hours a day, 7 days a week<br>P.O. Box 166<br>Indianapolis, IN 46206<br><br>**anthem.com** | Zimmer Biomet contributions |
| Severance Plan | 503 | Zimmer Biomet (self-funded) | | Zimmer Biomet contributions |

[1] Not subject to ERISA, but claims and appeals are administered under ERISA guidelines.

## Plan Year

The Plan year is January 1 through December 31.

## Third Party Beneficiaries; Limitation on Assignment

The Plan is not intended to benefit any person other than covered individuals. Your benefits under the Plan, and any benefit or right provided by ERISA related to any component benefit under the Plan (including the right to file claims or appeals and the right to bring a lawsuit seeking benefits, penalties, damages or equitable relief) may not be sold, transferred, pledged or assigned to your creditors or anyone else. Benefits under the Plan will not be subject to attachment, garnishment, execution or levy of any kind. Any such attempted disposition will be void unless expressly permitted under the applicable Incorporated Document and recognized as valid by the insurer for the coverage provided under that Incorporated Document. In no event shall any assignment of benefits be construed to confer status as a participant or a beneficiary, or to confer standing to sue whether in a direct or representative capacity.

In certain situations, a court order called a Qualified Medical Child Support Order (QMCSO) may require that group health benefits be provided for a certain individual or individuals, typically an associate's family member. Additionally, in some situations, for the convenience of the Plan, participant or claims administrator, benefits may be paid directly to third parties, such as the provider(s) who provided health care services or supplies for which the benefits are payable under the Plan. The Plan Administrator, and any applicable claims administrator, retain the discretionary authority to determine the validity of any arrangement attempting to direct the payment of benefits to a third party. Neither the Plan Administrator, nor any claims administrator, guarantees that any arrangement will be valid under the Plan in every situation. To the extent a purported assignment is possible under the terms of the applicable Incorporated Document (for example, the group life insurance policy), the insurer for the coverage provided under that Incorporated Document retains the discretionary authority to determine the validity of any purported assignment.

The Plan Administrator further reserves the discretionary authority to pay a participant's benefits to his or her legal guardian, if the participant is a minor or is otherwise incompetent; to a member of the participant's family; or to his or her estate, if the participant dies before benefits are paid.

Any benefits payable under the Company's plans are subject to set-off to repay any debt you owe the Company or any affiliate to the extent permitted by law.

## Uncashed Checks

Except as otherwise provided by the applicable insurance policy funding benefits paid under the Plan, the Plan excludes any benefit for which you fail to timely negotiate any payment made by or on behalf of the Plan within one year from the date the payment is issued or processed, whether by check or electronically, including, without limitation, electronic check, ACH electronic fund transfer or otherwise. Issuance or processing of any benefit payment will fully discharge the Plan and its agents, including, without limitation, the Company, Plan Administrator and claims administrator, insurer, vendor and service provider that issued or processed the payment, of any and all further liability and obligation to provide the benefit(s) for which the payment was made. You will forfeit any benefit for which a payment remains uncashed or unclaimed one year after the date it was issued, and any benefit represented by an uncashed or unclaimed payment will be excluded as an ineligible expense under the Plan.

You are responsible for notifying the Zimmer Biomet Benefits Service Center of your current address and contact information, as necessary to ensure timely payment of Plan benefits. Promptly contact the Benefits Service Center at 1-877-588-0933 any time your address or contact information, or any dependent's address or contact information, changes.

## Misrepresentation

If a Plan participant or a person eligible for coverage under the Plan makes any intentional misrepresentations or uses fraudulent means in applying for coverage, making a change in their existing coverage election, or filing a claim for benefits, his or her coverage may be subject to immediate termination of coverage, recoupment by the Plan of erroneously paid expenses based on the misrepresentation or fraud, and other remedies available to the Plan Administrator at law and in equity, including retroactive rescission of coverage. For purposes of this section, a participant's failure to inform the Plan Administrator of status changes which would affect coverage (such as participant's divorce) will be considered an intentional misrepresentation.

## Claim Filing Deadline

Except as otherwise provided by the applicable Incorporated Document or as otherwise provided by the Plan document, the Plan excludes coverage for any benefits for which a claim is not submitted to the plan within two years of the date of service or the date of the event for which the participant or beneficiary would otherwise be eligible for payment under the Plan.

# OTHER PLAN INFORMATION

## Your Employment

Participation in Zimmer Biomet's Health and Welfare Plan and any other plans sponsored by the Company does not guarantee continued employment. The Company's employment decisions are made without regard to the benefits to which you are entitled upon employment.

## Future of the Plan and Reservation of Rights

Zimmer Biomet expects and intends to continue to offer the Health and Welfare Plan to eligible team members, but reserves the right, by action of Zimmer Biomet or its duly authorized officers, to amend, withdraw or modify, suspend or terminate all or any part of the Plan, any component plan, or any other plan sponsored by Zimmer Biomet at any time without prior notice. Zimmer Biomet may make all such amendments by executing a written document incorporating the changes. The Zimmer Biomet Health and Welfare Plans are periodically reviewed in an effort to offer competitive benefits. Rates and other plan features are subject to change

Notwithstanding the foregoing, no verbal statement made by anyone involved in administering the Plan, nor any other employee of the Company or a component plan vendor, can waive any of the terms or conditions of this Plan or prevent the Company enforcing any provision of this Plan. Waivers are valid only if they are contained in a written instrument signed by an authorized individual on behalf of the Company. Any such written waiver will be valid only as to the specific plan, term or condition set forth in the written instrument. Unless specifically stated otherwise, a written waiver will be valid only for the specific claim involved at the time, and will not be a continuing waiver of the term or condition in the future.

If the Plan is terminated for any reason, you will be notified. You will receive information about converting your health care and group insurance benefits to individual policies wherever conversion privileges apply.

Without limiting any other Plan provisions for the discontinuance of coverage, including but not limited to the provisions of any Incorporated Document, your coverage will terminate when the Company terminates the Plan, or when you are no longer eligible to receive benefits under the Plan, whichever occurs first. Neither you, your dependents, your beneficiaries nor any other person have or will have a vested or nonforfeitable right to receive benefits under the Plan.

## The Summary Plan Descriptions

Your health and welfare SPDs are intended to help you understand the main features of the Plan and each component plan. They should not be considered a substitute for the Zimmer Biomet Holdings, Inc. Health and Welfare Plan document and applicable Incorporated Document(s), which, taken together, are the official documents governing the operation of each component plan. The official component plan documents set forth all of the details and provisions concerning the component plans and are subject to amendment. If any questions arise that are not covered in this SPD or if this (or any other) SPD appears to conflict with the applicable component plan document (including any Incorporated Document), the text of the component plan document will control. Zimmer Biomet also may from time to time establish administrative practices to assist with the operation of the component plans.