



Pernod Ricard USA

PERNOD RICARD USA, LLC RETIREE HRA PLAN

Plan No. 505

PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION

Effective January 1, 2023

Pernod Ricard USA, LLC
250 Park Avenue, FL 17
New York, New York 10177
(212) 372-5400

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INTRODUCTION

Pernod Ricard USA, LLC (the "**Sponsoring Company**") sponsors the Pernod Ricard USA Retiree HRA Plan (the "**RHRA Plan**") for eligible retirees of the Sponsoring Company and its participating affiliates. The Sponsoring Company, and the participating affiliates listed in the "PARTICIPATING AFFILIATES" chart on page 27, are referred to in this RHRA Plan as the "**Company**." The purpose of the RHRA Plan is to reimburse eligible retirees and their surviving spouses or surviving domestic partners for certain medical expenses and individual health insurance premiums through a health reimbursement arrangement (the "**HRA**"). Certain retirees and spouses or domestic partners over age 65 also have the opportunity to purchase individual health insurance policies through the "**Mercer Marketplace**."

The Employee Retirement Income Security Act of 1974, as amended, ("**ERISA**") requires that all participants in the RHRA Plan receive a summary plan description ("**SPD**"). This document serves as the Plan Document and Summary Plan Description and describes the RHRA Plan as of January 1, 2023.

Unless otherwise indicated, when this document refers to "**you**," this means a Retiree or Surviving Spouse or Surviving Domestic Partner participating in the RHRA Plan. When this document defines a term, it also appears in bold print and in quotation marks. An "INDEX OF DEFINED TERMS" appears at the end of this document on page 23.

OBTAINING AND CHANGING COVERAGE

ELIGIBILITY

Retiree Eligibility

You are eligible for the RHRA Plan if you are a former employee of the Company age 65 or older and you meet the requirements to be a Retiree. You are a "**Retiree**" if you were hired prior to January 1, 2018, and you meet the applicable requirements described in the "BENEFIT INFORMATION CHART" at the end of this document on page 24.

You are also eligible to participate in this RHRA Plan as a Retiree if you have coverage under this RHRA Plan as part of an early retirement or special separation package program offered from time to time by the Company. If this situation applies to you, the terms of your participation in this RHRA Plan are set forth in the document describing such programs, which are incorporated by reference as part of this RHRA Plan.

Notwithstanding the above, you are not eligible for the RHRA Plan if you are an employee of the Company covered under a collective bargaining agreement, unless the collective bargaining agreement provides for participation in the RHRA Plan.

Retirees who become covered under the RHRA Plan are called "**Participants**."

Surviving Spouse/Domestic Partner Eligibility

For purposes of this Plan, "**Spouse**" means your legal spouse. A "**Domestic Partner**" means a person who lives with you in a long-term relationship of indefinite duration, with an exclusive mutual commitment similar to that of marriage. You will need to register your Domestic Partner with the Company by submitting a government-issued certificate of domestic partnership or civil

union, or an Affidavit of Domestic Partnership Form. If you and your domestic partner do not have a government-approved domestic partnership or civil union, you must also satisfy the following:

- You reside at the same permanent residence.
- You are each other's sole domestic partner and intend to remain so indefinitely.
- You have resided in the same household for at least six months.
- You are both at least 18 years of age and mentally competent to consent to a contract.
- You must be financially interdependent demonstrated by providing to the Plan Administrator at least three of the following:
 - evidence of your common ownership of real property or a common leasehold interest in property;
 - evidence of a joint bank account or joint credit account;
 - proof of designation as the primary beneficiary for life insurance or retirement benefits or primary beneficiary designation under a partner's will;
 - assignment of a durable property power of attorney or healthcare power of attorney; and
 - driver's licenses listing a common address.
- You are not related by blood in a manner that would bar legal marriage in the state in which the employee legally resides.
- You are not currently married to or legally separated from anyone else nor have you had another domestic partner within twelve months prior to designating each other as domestic partners.
- You are not in the relationship solely for the purpose of obtaining benefits coverage.

If you and your Domestic Partner dissolve your Domestic Partnership, you must file a Declaration of Termination of Domestic Partnership Form with the Company.

A Retiree's Spouse or Domestic Partner is eligible to independently participate in the RHRA Plan after the Retiree's death if:

- In the case of a Spouse, the Spouse was married to the Retiree at the time of the Retiree's retirement from the Company.
- In the case of a Domestic Partner, the Domestic Partner was registered with the Company as the Retiree's Domestic Partner at the time of the Retiree's retirement from the

Company.

A Spouse who meets the requirements above to independently participate in the RHRA Plan after the Retiree's death is a "**Surviving Spouse.**" A Domestic Partner who meets the requirements above to independently participate in the RHRA Plan after the Retiree's death is a "**Surviving Domestic Partner.**" Surviving Spouses and Surviving Domestic Partners who become covered under the RHRA Plan are also called "**Participants.**"

ENROLLMENT

To enroll in the RHRA Plan and receive reimbursement for eligible medical expense, you must complete the enrollment process described in the enrollment materials provided to you. You must separately enroll your Spouse or Domestic Partner in the RHRA Plan in order to receive the Spousal Subsidy.

To participate in the RHRA Plan, you must purchase your own individual health insurance through the Mercer Marketplace, or have coverage under Tricare. If you are receiving the Spousal Subsidy, you must purchase individual health insurance for your Spouse or Domestic Partner through the Mercer Marketplace, or your Spouse or Domestic Partner must have coverage through Tricare. To enroll in an individual health insurance policy offered through the Mercer Marketplace, you must complete the Mercer Marketplace's enrollment process, as described in the enrollment materials provided to you.

If you have questions about enrollment in the RHRA Plan, please contact the Plan Administrator. If you have questions about enrollment in an individual health insurance policy offered through the Mercer Marketplace, please contact the Enrollment Administrator using the contact information provide in Appendix A on page 26.

Opting Out

If you satisfy the RHRA Plan's eligibility and enrollment requirements, you will automatically be covered under the RHRA Plan, unless you affirmatively opt out of the RHRA Plan in accordance with the procedures described in this section. At the time of your retirement, and annually thereafter, you may choose to permanently forfeit any balance in your HRA Account and permanently forgo reimbursements under the RHRA Plan in order to obtain subsidized individual health insurance coverage on the Marketplace established under the Affordable Care Act.

You may elect to opt out of RHRA Plan for a future Plan Year by submitting a form to the Plan Administrator by the deadline stated on the form. ***Your opt-out election is permanent, and you may not modify or revoke the election.***

By electing to opt out of the RHRA Plan, you agree to permanently forfeit any amounts credited to your HRA Account, and permanently forgo reimbursements from under the RHRA Plan for Eligible Health Care Expenses and Eligible Catastrophic Rx Expenses. Eligible expenses incurred while you were a Participant and that you incurred prior to your election to permanently opt out of the RHRA Plan may be reimbursed, so long as you submit such expenses by the deadline described in the section titled "REIMBURSEMENT CLAIMS" on page 10.

The Employer will not contribute to your HRA Account after any opt-out election takes effect.

WHEN RHRA PLAN COVERAGE BEGINS

Your coverage under the RHRA Plan will begin on the first day of the month following the date that you satisfy the eligibility requirements and complete the enrollment process described in the enrollment materials provided to you.

WHEN PARTICIPATION ENDS

Subject to continuation rights under COBRA that may apply, if you are a Retiree participating in the RHRA Plan, you will cease being a Participant on the earliest of:

- the date you cease to be an eligible Retiree for any reason under the RHRA Plan;
- the date of your death;
- the date you are no longer covered under an individual health insurance policy purchased through the Mercer Marketplace or the date you are no longer covered by Tricare, whichever applies;
- the effective date of your election to opt-out of the RHRA Plan in accordance with the provisions described in the section titled "Opting Out" on page 5;
- the date you become covered under another employer's group health plan (e.g. a spouse's employer's plan);
- the date you are rehired by the Company as an employee;
- the effective date of any amendment terminating your eligibility under the RHRA Plan; or
- the date the Sponsoring Company terminates the RHRA Plan, or the Company that employed you ends its participation in the RHRA Plan.

Subject to continuation rights under COBRA that may apply, if you are a Surviving Spouse or Surviving Domestic Partner participating in the RHRA Plan, you will cease being a Participant on the earliest of:

- the date you cease to be an eligible Surviving Spouse or Surviving Domestic Partner for any reason under the RHRA Plan;
- the date of your death;
- the date you remarry;
- the effective date of your election to opt-out of the RHRA Plan in accordance with the provisions described in the section titled "Opting Out" on page 5;
- the date you become covered under another employer's group health plan (e.g. a spouse's employer's plan);
- the date you are hired by the Company as an employee;
- if you are age 65 or older, the date you are no longer covered under an individual health insurance policy purchased through the Mercer Marketplace, or the date you are no longer covered by Tricare, whichever applies;
- the effective date of any amendment terminating your eligibility under the RHRA Plan; or

- the date the Sponsoring Company terminates the RHRA Plan, or the Company that employed the Retiree ends its participation in the RHRA Plan.

Credits to your HRA Account will stop as of the date you are no longer eligible to participate in the RHRA Plan. You may not obtain reimbursement of any Eligible Reimbursable Expenses or Eligible Catastrophic Rx Expenses incurred after the date that your eligibility ceases. You have 90 days after your eligibility ceases, however, to request reimbursement of Eligible Reimbursable Expenses or Eligible Catastrophic Rx Expenses that you incurred before your eligibility ceased. Except as provided in the section below titled "COVERAGE UPON DEATH," on page 7, amounts remaining in your HRA Account 90 days after your eligibility ceases will be forfeited.

If your participation in the RHRA Plan terminates, you are not eligible to re-enroll the RHRA Plan. The termination of your participation is permanent.

COVERAGE UPON DEATH

If you are Retiree who dies while a Participant in the RHRA Plan and you have a Surviving Spouse or Surviving Domestic Partner, any amounts remaining in your HRA Account will be made available to your Surviving Spouse or Surviving Domestic Partner. Your Surviving Spouse or Surviving Domestic Partner must submit claims for Eligible Reimbursable Expenses and Eligible Catastrophic Rx Expenses you incurred before your death within 90 days after your death.

If you are:

- a Retiree without a Spouse or Domestic Partner;
- a Retiree whose Spouse does not meet the requirements of a Surviving Spouse;
- a Retiree whose Domestic Partner does not meet the requirements of a Surviving Domestic Partner;
- a Surviving Spouse; or
- a Surviving Domestic Partner,

and you die while a Participant in the RHRA, your HRA Account is immediately forfeited upon your death; however, your estate or representatives may submit claims for Eligible Reimbursable Expenses and Eligible Catastrophic Rx Expenses you incurred before your death within 90 days after your death.

BENEFITS

HEALTH REIMBURSEMENT ARRANGEMENT

If you are eligible for the RHRA Plan and successfully complete the enrollment process described in the enrollment materials provided to you, the Plan Administrator will establish a health reimbursement arrangement account ("**HRA Account**") for you. The Company will reimburse you for certain eligible medical expenses from your HRA Account.

Your HRA Account is for bookkeeping purposes only. The amounts credited to your HRA Account

do not constitute assets that belong to you, but rather define the amount available to you for reimbursement of certain medical expenses under the RHRA Plan.

Amount

If you are a Retiree participating in the RHRA Plan, the Company will credit the amount described in the "BENEFITS INFORMATION CHART" on page 24 each Plan Year to your HRA Account ("**Company Subsidy**"). In the event that you are not eligible to participate in the RHRA Plan for an entire Plan Year, the Company Subsidy will be prorated for the portion of the year in which you are eligible to participate in the RHRA Plan.

If you are a married Retiree or a Retiree with a Domestic Partner, the Company will credit an additional "**Spousal Subsidy**" each Plan Year to your HRA Account in the amount described in the "BENEFITS INFORMATION CHART" on page 24. In order to receive the Spousal Subsidy, you and your Spouse must have been married at the time of your retirement from the Company. If you have a Domestic Partner, your Domestic Partner must have been registered with the Company at the time of your retirement in order to receive the Spouse Subsidy. Retirees who marry or enter into a domestic partnership after their retirement with the Company are not eligible for the Spousal Subsidy. If a Retiree participating in the RHRA Plan is not eligible to receive the Spousal Subsidy for an entire Plan Year, the Spousal Subsidy will be prorated for the portion of the year in which the Retiree is eligible to receive the Spousal Subsidy.

If you are a Surviving Spouse or Surviving Domestic Partner participating in the RHRA Plan, the Company will continue to credit the Spousal Subsidy each Plan Year to your HRA Account. The Spousal Subsidy credits will end if you remarry.

Federal law prohibits you or anyone other than the Company from contributing to your HRA Account.

Eligible Reimbursable Expenses

The amount credited to your HRA Account may only be used to pay for eligible medical expenses you or an Eligible HRA Dependent incurred while you are a Participant in the RHRA Plan ("**Eligible Reimbursable Expenses**"). An expense is considered incurred on the date on which the service or product that gave rise to the expense was provided, not when billed or paid. Health insurance premiums are incurred for the coverage period to which they apply.

Eligible Reimbursable Expenses include:

- post-tax premiums for individual health insurance; and
- out-of-pocket medical expenses that qualify as medical care under Sections 213(d)(1)(A) and (B) of the federal tax code.

Eligible Reimbursable Expenses do not include expenses for Eligible Catastrophic Rx Expenses. Eligible Catastrophic Rx Expenses are separately reimbursed through your Catastrophic Rx HRA Account (described below).

An "**Eligible HRA Dependent**" is:

- Your Spouse or Domestic Partner;
- Any individual that you can claim as a dependent on your federal income tax return under

Code Section 152;

- If you are divorced, legally separated, separated under a written separation agreement, or have lived apart from your spouse for the last six months of the calendar year, your child who is in the custody of, and receives over half his support from, one or both parents during the calendar year (i.e., a child to whom Code Section 152(e) applies); or
- Your child (as defined by applicable state law) in accordance with a QMCSO.

No Forfeiture of Amounts Remaining at the End of the RHRA Plan Year

If you do not use the total amounts credited to your HRA Account for reimbursement of Eligible Reimbursable Expenses incurred during a Plan Year, the amount remaining will be rolled over and will be available for use in the following Plan Year. When your RHRA Plan participation terminates, however, any amounts remaining in your HRA Account will be forfeited after 180 days from the date of your termination, except that if your participation in the RHRA Plan terminates due to your death, forfeiture of your HRA Account after your death is described in the section titled "COVERAGE UPON DEATH" on page 7.

Amount That Can Be Reimbursed

You may only be reimbursed from your HRA Account up to the balance that is then in your HRA Account.

CATASTROPHIC PRESCRIPTION DRUG HRA

If you are eligible for the RHRA Plan and successfully complete the enrollment process described in the enrollment materials provided to you, in addition to your HRA Account, the Plan Administrator will establish a separate "**Catastrophic Rx HRA Account.**" for you. The Company will reimburse you for certain eligible prescription drug expenses through your Catastrophic Rx HRA Account.

Your Catastrophic Rx HRA Account is for bookkeeping purposes only. Federal law prohibits you or anyone other than the Company from contributing to your Catastrophic Rx HRA Account.

Amount That Can Be Reimbursed

The Company does not credit a specific amount to your Catastrophic Rx HRA Account. Instead, the Company reimburses you for Eligible Catastrophic Rx Expenses, with no cap on the amount available for reimbursement.

Eligible Reimbursable Expenses

Your Catastrophic HRA Account may only be used to reimburse you for Eligible Catastrophic Rx Expenses. "**Eligible Catastrophic Rx Expenses**" are those out-of-pocket prescription drug costs you or your Spouse or Domestic Partner incur during the catastrophic coverage phase under Medicare Part D. An expense is considered incurred on the date on which the service or product that gave rise to the expense was provided, not when billed or paid.

OTHER HRA ACCOUNT AND CATASTROPHIC RX HRA ACCOUNT INFORMATION

Overpayments

If, by accident or otherwise, the Claims Submission Agent has paid you out of your HRA Account or Catastrophic Rx HRA Account more than you are entitled or an amount that is not properly payable to you, you will be required to refund that amount to the Company. If you do not refund

that amount, the Company may, at its sole discretion, offset future reimbursements equal to that amount or withhold that amount from any amounts due to you from the Company. If all other attempts to recoup that amount are unsuccessful, the Company may treat that amount as bad debt, which may have tax implications for you.

Reimbursement Only to Participants

Reimbursement of Eligible Reimbursable Expenses or Eligible Catastrophic Rx Expenses under the RHRA Plan will be made only to you as a Participant.

Taxes Owed on Reimbursement of Ineligible Claims

Any reimbursement paid from your HRA Account for an expense that is not an Eligible Reimbursable Expense will be subject to appropriate income taxes. Likewise, any reimbursement paid from your Catastrophic Rx HRA Account for an expense that is not an Eligible Catastrophic Rx Expense will be subject to appropriate income taxes.

Federal Itemized Deduction

You are not entitled to receive both a federal itemized deduction for medical expenses and a reimbursement under the RHRA Plan for the same expense. In other words, if you receive reimbursement under the RHRA Plan, you cannot claim a deduction on your federal income tax return for the same expense.

CLAIMS PROCESSING

REIMBURSEMENT CLAIMS

Submitting a Claim

You must complete a reimbursement form and mail or fax it to the Claims Submission Agent as provided in Appendix A on page 26, along with a copy of your insurance premium bill, an "explanation of benefits" or "EOB," or, if no EOB is provided, a written statement from the service provider. The written statement from the service provider must contain the following: (a) the name of the patient; (b) the date service or treatment was provided; (c) a description of the service or treatment; (d) the amount incurred; and (e) name of provider. You can obtain a reimbursement form from the Claims Submission Agent identified in Appendix A on page 26. Your claim is deemed filed when it is received by the Claims Submission Agent.

In order to receive reimbursement for an expense, you must complete your reimbursement request by March 31 of the year following the year in which you incurred the expense. For example, if you incurred an eligible expense on October 1, 2022, you must complete your reimbursement request by March 31, 2023.

If your claim for reimbursement is approved, you will be provided reimbursement as soon as reasonably possible following the determination. Claims are paid in the order in which they are received by the Claims Submission Agent. The Claims Submission Agent shall determine the method or mode of reimbursement payments, including whether by direct deposit, written check, or otherwise.

You will forfeit any reimbursement payments that are unclaimed (e.g., uncashed benefit checks or unclaimed electronic transfers) 12 months after the check was mailed or the payment was otherwise attempted.

Denied Claims

If your claim for reimbursement is wholly or partially denied, you will be notified in writing within 30 days after the Claims Submission Agent receives your claim. If the Claims Submission Agent determines that an extension of this time period is necessary due to matters beyond the control of the RHRA Plan, the Claims Submission Agent will notify you within the initial 30-day period that an extension of up to an additional 15 days will be required. If the extension is necessary because you failed to provide sufficient information to allow the claim to be decided, you will be notified and you will have at least 45 days to provide the additional information. The notice of denial will contain:

- the reason(s) for the denial and the RHRA Plan provisions on which the denial is based;
- a description of any additional information necessary for you to perfect your claim, why the information is necessary, and your time limit for submitting the information;
- a description of the RHRA Plan's appeal procedures and the time limits applicable to such procedures; and
- a description of your right to request all documentation relevant to your claim.

If your request for reimbursement under the RHRA Plan is denied in whole or in part and you do not agree with the decision of the Claims Submission Agent, you may file a written appeal. You should file your appeal with the Plan Administrator at the address provided in the section titled "ADMINISTRATIVE INFORMATION" on page 19 no later than 180 days after receipt of the denial notice. You should submit all information identified in the notice of denial, as necessary, to perfect your claim and any additional information that you believe would support your claim.

You will be notified in writing of the decision on appeal no later than 60 days after the Plan Administrator receives your request for appeal. The notice will contain the same type of information provided in the first notice of denial provided by the Claims Submission Agent.

Note that you cannot file suit in federal court until you have exhausted these appeals procedures. If you do not exhaust the required appeal procedures, the claim you file in court may be subject to dismissal. Any civil action must be filed within one year of the date you receive the final notice of denial on appeal.

ELIGIBILITY CLAIMS

Filing a Claim

If for any reason you believe you have been improperly excluded from the RHRA Plan, you may file a formal claim in writing to the Plan Administrator. Be sure to state:

- The reason you think you should be entitled to participate in the RHRA Plan; and
- Your name, current address, phone number, email address (if applicable), and birthdate.

This procedure only applies to a claim that deals solely with eligibility to participate in the RHRA Plan. It will not apply to eligibility determinations that are linked to a claim for reimbursement under the RHRA Plan. In those instances, your Claim will be decided under the procedures described above in the section titled "REIMBURSEMENT CLAIMS" on page 10.

Initial Claim Decision

Notice of the decision on your claim to participate will be issued within a reasonable period of time, but not later than 30 days after receipt of the claim, or 45 days if the Plan Administrator determines an extension is necessary due to matters beyond the control of the RHRA Plan and notifies you within the original 30-day period of the reason for the extension and date by which the determination is intended to be made. If the extension is necessary because you failed to submit a complete claim, the notice will describe the missing information and you will be given at least 45 days from receipt of the notice to provide that information before the Plan Administrator makes its determination.

Claim Review Procedures

If your claim for eligibility to participate in the RHRA Plan is denied, in whole or in part, and you disagree with this decision, you must make a written appeal to the Plan Administrator for a review of the denial of your claim within 60 days of the notice of denial.

Upon request and free of charge, you may review and receive copies of the documents, records, and other information relevant to your claim to participate. You may also submit written comments, documents, records, and other information relating to your appeal to the Plan Administrator.

The review on your appeal will take into account all comments, documents, records, and other information submitted by you relating to your appeal, even if that information was not submitted or considered in the initial decision of your claim. The Plan Administrator will make its decision on your appeal within a reasonable time, but no later than 60 days from receipt of the appeal. An extension of up to 60 days is permitted if the Plan Administrator decides that special circumstances require the extension. You will receive written notice of the extension before the end of the initial determination period, including an explanation of the circumstances requiring the extension and the date by which the Plan Administrator expects to make its decision. If an extension is required because there is information missing from your claim, the notice will describe the missing information and you will be given at least 45 days from receipt of the notice to provide that information before the Plan Administrator makes its determination.

Note that you cannot file suit in federal court until you have exhausted these appeals procedures. If you do not exhaust the required appeal procedures, the claim you file in court may be subject to dismissal. Any civil action must be filed within one year of the date you receive the final notice of denial on appeal.

IMPORTANT INFORMATION ABOUT THE RHRA PLAN**CONTINUATION OF COVERAGE UNDER COBRA****Your Right to COBRA Coverage**

Under Federal law, you and/or your dependents participating in the RHRA Plan may elect to continue participation in the RHRA Plan when coverage would otherwise end because of certain qualifying events.

Retiree/Dependents

In the event that the Sponsoring Company terminates the RHRA Plan in connection with a bankruptcy under Title 11 of the United States Code, you as a participating Retiree may be able to continue your coverage for up to as long as you are alive, and your surviving Spouse, surviving Domestic Partner, or other dependent children may be able to continue coverage for up to 36 months following the date of your death. In the event that such a qualifying event occurs, the Company will notify the COBRA Administrator of your right to elect continuation coverage.

Your Dependents

Your enrolled Spouse or Domestic Partner and/or other dependent children may elect to continue their coverage for up to 36 months if their coverage would otherwise end because:

- you become legally separated or divorced from your Spouse;
- you terminate your Domestic Partnership; or
- your dependent children cease to qualify as eligible dependents under the RHRA Plan.

Cost of COBRA Coverage

The continued coverage, if elected, will be the same coverage you had immediately before the qualifying event. You or your eligible Spouse, Domestic Partner, and other dependents must pay the entire cost of this coverage based on the Company's cost to provide the coverage to retirees and their enrolled dependents, plus an administrative fee. The cost will normally be 102% of the Company's cost.

All premiums and fees must be paid on an after-tax basis.

Your Duty to Notify

Change in Address

To ensure that we can communicate with you and your family about your COBRA rights, you and your participating family members must notify the Enrollment Administrator in writing of any changes in address. For information on how to contact the Enrollment Administrator, see Appendix A on page 26.

If you are already participating in COBRA coverage, you and your participating family members must notify the COBRA Administrator of any changes in address. For information on how to contact the COBRA Administrator, see Appendix A on page 26.

COBRA Qualifying Events

To be eligible for COBRA coverage, it is your and your dependents' responsibility to notify the COBRA Administrator in writing within 60 calendar days after legal separation, divorce, or your child's loss of dependent status or, if later, within 60 calendar days after coverage is lost because of such an event. If you or your dependents fail to notify the COBRA Administrator within this 60-day period, COBRA coverage will not be available. Please see Appendix A on page 26 for information on how to contact the COBRA Administrator.

Who May Give Notice

For purposes of meeting these notice requirements, you, your COBRA-eligible dependents, or a representative acting on behalf of you or your COBRA-eligible dependents may provide the notice,

and notice by one individual will satisfy the notice requirements for all individuals with respect to a particular qualifying event.

Documentation of Notice

You must keep a copy for your records of any notices you send to the Enrollment Administrator or the COBRA Administrator, along with evidence of when you mailed the notice. If there is ever a dispute as to whether you provided notice, you will be required to produce documentation demonstrating that you gave timely notice.

If you have any questions about these notice requirements, or about COBRA coverage generally, you may contact the COBRA Administrator for more information (see Appendix A on page 26).

Election of COBRA Coverage

You, your Spouse, your Domestic Partner, or covered dependent will have 60 calendar days from the date coverage would normally end or, if later, the date you are notified to elect continued coverage. Each qualified beneficiary has a separate independent right to elect COBRA continuation coverage regardless of whether any other family member so elects. Failure to elect continued coverage within that 60-day period will result in the forfeiture of the right of you, your Spouse, your Domestic Partner, and your dependent children to have this continued coverage.

If, after electing COBRA coverage, you have a new-born child or have a child placed with you for adoption, the child will be eligible to participate in COBRA coverage, but you must enroll the child within 30 days of birth or placement. If you do not enroll the child within 30 days, the child will not be able to participate in the RHRA Plan.

Premium Payments

Once you elect continued coverage, you have 45 calendar days to make the first premium payment. Thereafter, premium payments are due on the first day of each month.

Termination of COBRA Coverage

Continued coverage will end earlier than the maximum period if the covered individual:

- fails to pay the required premium within 30 calendar days after the due date (45 calendar days for the initial premium);
- after electing COBRA coverage, becomes covered under another group health plan that does not limit or exclude coverage for a preexisting condition of the qualified beneficiary;
- after electing COBRA coverage, becomes entitled to Medicare;
- is terminated from the RHRA Plan for cause (such as fraud or misrepresentation in a claim for benefits); or
- requests voluntary termination in writing.

Continued coverage under COBRA will also end if the Company no longer provides any group medical coverage.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS

The Plan Administrator will honor an order that is a "Qualified Medical Child Support Order" ("QMCSO") within the meaning of ERISA Section 609(a)(2)(A). The Plan Administrator, or its

delegate, has full discretionary authority within the meaning of the U.S. Supreme Court's decision in *Firestone Tire & Rubber v. Bruch* (1989) to determine whether a medical child support order is "qualified" within the meaning of ERISA Section 609(a)(2)(A), and reserves the right, waivable at its discretion, to seek clarification with respect to the order from the court or administrative agency that issued the order, up to and including the right to seek a hearing before the court or agency. Upon receipt of a Medical Child Support Order or a National Medical Support Notice issued under applicable state or federal law, the Plan Administrator will take the following steps, within 20 business days:

- Reply to the issuing court or agency if the individual is no longer employed or falls into a class of Employees who are ineligible for coverage, or if dependent coverage is not provided.
- Determine if the Order or Notice conforms to the requirements of a QMCSO.
- Notify the issuing court or agency, the Participant, and the affected child(ren) if the Order or Notice is determined not to meet the requirements of a QMCSO.
- Notify the issuing court or agency of the coverage options available under the RHRA Plan and any waiting period that exists for coverage under the RHRA Plan, if applicable.
- Determine if federal withholding limits or prioritization rules permit the withholding from the Participant's income of the amount required to obtain coverage for the child(ren) specified.
- Notify the Participant of any contributions to be withheld from future pay.
- If appropriate, withhold from the Participant's income any required contributions.
- Notify the Claim Administrator, if applicable, about enrollment of the child(ren).
- Notify the issuing court or agency of the date of enrollment and the date coverage under the RHRA Plan will begin.

The Participant and each affected child have the right to request in writing, within 60 calendar days after being notified of the Plan Administrator's decision, that the Plan Administrator again review the status of the Order or Notice. The Participant and each affected child may present additional materials to the Plan Administrator for review. The Plan Administrator may request additional information or material from the Participant and/or affected child(ren). The Plan Administrator must provide sufficient information for the Participant and/or affected child(ren) to understand available options and to assist in appropriately completing the Order or Notice.

PRIVACY OF HEALTH INFORMATION

HIPAA Privacy Rule

All definitions in the Health Insurance Portability and Accountability Act ("**HIPAA**") privacy regulations ("**Privacy Rules**") and security regulations ("**Security Rules**") are incorporated by reference into the RHRA Plan. If a term is not defined in the Privacy Rules or Security Rules, the term will have its generally accepted meaning.

Protected Health Information

The Company will have access to protected health information ("**PHI**") only as permitted under this RHRA Plan or as otherwise required or permitted by the Privacy Rules. PHI means

information that is created or received by the RHRA Plan and relates to:

- Past, present, and future physical or mental health or condition of an individual;
- Provision of health care to an individual; or
- Past, present, or future payment for the provision of health care to an individual; that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual.

Uses and Disclosures of PHI by RHRA Plan

The RHRA Plan may disclose PHI to the Company only if the Privacy Rules specifically permit the use or disclosure, or if the individual authorizes the RHRA Plan to use or disclose PHI to the Company.

RHRA Plan Administrative Functions

Once the Company receives PHI from the RHRA Plan, it may use or disclose PHI only for RHRA Plan Administration Functions. “**RHRA Plan Administration Functions**” are administrative tasks performed by the Company on behalf of the RHRA Plan and exclude employment-related functions and functions performed by the Company in connection with any other benefit or benefit plan of the Company. RHRA Plan Administration Functions include, but are not limited to:

- Enrollment and disenrollment activities;
- Verification of participation in the RHRA Plan;
- Obtaining premium contributions;
- Determining eligibility for benefits;
- Activities to coordinate benefits with other plans and coverages;
- Final adjudication of appeals of claim denials;
- Exercise of the RHRA Plan’s rights of reimbursement and subrogation;
- Assisting participants in eligibility, benefit claims matters, inquiries, and appeals;
- Obtaining premium bids;
- Evaluation of health plan design;
- Activities relating to placement, renewal, or replacement of a contract of health insurance or health benefits (including stop-loss and excess loss insurance);
- Legal services and auditing functions (including fraud and abuse detection);
- Business planning, management and general administration;
- Making claims under stop-loss or excess loss insurance; and
- Activities in connection with the transfer, merger or consolidation of the RHRA Plan, including due diligence.

Privacy Obligations of Company

With respect to PHI created by or received from the RHRA Plan, the Company will:

- not use or further disclose the PHI other than as permitted or required by the RHRA Plan or as required by law;
- ensure that any agents, including subcontractors, to whom it provides PHI received from the RHRA Plan agree to the same restrictions and conditions that apply to the Company with respect to such PHI;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Company unless authorized by the individual;
- report to the RHRA Plan any use or disclosure of PHI that is inconsistent with the Privacy Rules of which the Company becomes aware;
- make PHI available to an individual in accordance with the access requirements of the Privacy Rules;
- make PHI available for amendment and incorporate any amendments to PHI in accordance with the Privacy Rules;
- make available the information required to provide an accounting of disclosures;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the RHRA Plan available to the Department of Health and Human Services Secretary for purposes of determining compliance with the Privacy Rules;
- if feasible, return or destroy all PHI received from the RHRA Plan and retain no copies of that PHI when no longer needed by the Company for the purpose for which disclosure was made, (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible); and
- ensure that adequate separation between the RHRA Plan and the Company is maintained as required by the Privacy Rules. For purposes of maintaining adequate separation between the RHRA Plan and the Company, only the employees or classes of employees identified in the Company's privacy policies and procedures ("**Authorized Employees**") will be given access to PHI. The section of the Company's privacy policies and procedures that lists these employees is incorporated by reference into this RHRA Plan. The access to and use of PHI by Authorized Employees is restricted to the RHRA Plan Administration Functions that the Company performs for the RHRA Plan. If an Authorized Employee uses or discloses PHI in ways other than those permitted by the RHRA Plan or the Privacy Rules, the Authorized Employee will be subject to the disciplinary procedures described in the Company's employee handbook. The Company may impose, at its discretion, reasonable sanctions as necessary to ensure that no further non-compliance with the RHRA Plan or the Privacy Rules occurs.

Electronic Data Security Obligations of Company

To the extent the Company maintains electronic PHI, the Company will:

- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the Company on behalf of the RHRA Plan as required by the HIPAA Security Rules;
- implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that

the Company creates, receives, maintains, or transmits on behalf of the RHRA Plan;

- ensure that the required separation between the RHRA Plan and the Company is supported by reasonable and appropriate security measures;
- ensure that any agents, including subcontractors, to whom it provides electronic PHI agree to implement reasonable and appropriate security measures to protect the electronic PHI; and
- report to the RHRA Plan any security incident involving PHI of which it becomes aware.

REIMBURSEMENT OBLIGATIONS AND ROLE OF CLAIMS SUBMISSION AGENT

If you are covered by the RHRA Plan and the RHRA Plan does not ultimately reimburse you for the medical expenses that are eligible for reimbursement under the RHRA Plan for any reason, you may be liable for those expenses.

The Claims Submission Agent merely process claims for reimbursement and does not ensure that any of your medical expenses will be paid. Complete and proper claims for reimbursement made by you will be promptly processed; but if there are delays in processing claims, you will have no greater rights against the Claims Submission Agent than are otherwise afforded you by law.

AMENDMENT OR TERMINATION OF THE RHRA PLAN

The Sponsoring Company, acting through its Board of Managers or its delegate, the Employee Benefit Plans Administrative Committee, may amend, modify, or terminate the RHRA Plan at any time in any manner or with respect to any individual in its sole discretion. Any amendment may be made retroactively effective to the extent not prohibited by the Code or ERISA. If the RHRA Plan is terminated or partially terminated for any reason, the benefits to which you became entitled prior to the effective date for the RHRA Plan's termination will be covered. Termination of the RHRA Plan will not reduce or eliminate your right to reduce your compensation earned before the date of termination. A Participating Affiliate other than the Sponsoring Company cannot amend or terminate the RHRA Plan, but can terminate its participation in the RHRA Plan.

NONDISCRIMINATION RULES

The RHRA Plan will operate in compliance with the Code's nondiscrimination requirements, including the applicable requirements under Code Section 105. If the Plan Administrator determines at any time that the RHRA Plan may not satisfy any nondiscrimination rule in the Code, the Plan Administrator may take whatever action it deems appropriate to assure compliance with the rule. Any action will be taken uniformly with respect to similarly-situated Participants. The action may include, without limitation, the modification of your enrollment elections, and reduction of your elected benefits to the extent necessary to satisfy the nondiscrimination rule, with or without your consent. If your Plan benefits are affected, you will be notified of the action to be taken.

COMPLIANCE WITH APPLICABLE LAW

The RHRA Plan is intended to comply with all applicable law and will be considered amended to the extent necessary for compliance. The RHRA Plan is intended to provide benefits that are tax free to the extent allowed under the Code; however, neither the RHRA Plan, the Sponsoring

Company, the Plan Administrator, nor any Plan fiduciary represents or guarantees that this RHRA Plan in fact meets the requirements of any provision of the Code.

If the Plan Administrator determines at any time that the RHRA Plan may not satisfy applicable law, the Plan Administrator may take whatever action it deems appropriate to assure compliance with the law. Any action will be taken uniformly with respect to similarly-situated Participants. The action may include, without limitation and without your consent, the modification of your enrollment elections and reduction of your elected benefits to the extent necessary to satisfy nondiscrimination rules or other applicable law. If your Plan benefits are affected, you will be notified of the action to be taken.

LIMITATION OF RIGHTS

The RHRA Plan does not constitute a contract between you and the Company. Nothing contained in the RHRA Plan gives you the right to be retained in the service of the Company or to interfere with the right of the Company to discharge you at any time, with or without cause (subject to an applicable collective bargaining or other agreement), regardless of the effect that the discharge will have upon you as a Participant in the RHRA Plan.

NO ASSIGNMENT OF BENEFITS

Benefits from the RHRA Plan are not subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy before you receive payment. The right to receive a benefit under the RHRA Plan will not be considered an asset in divorce, insolvency, or bankruptcy.

ADMINISTRATIVE INFORMATION

PLAN NAME

Pernod Ricard USA, LLC Retiree HRA Plan

PLAN NUMBER

505

PLAN SPONSOR

Pernod Ricard USA, LLC
250 Park Avenue, FL 17
New York, New York 10177
(212) 372-5400

PLAN SPONSOR IDENTIFICATION NUMBER

52-2318616

TYPE OF PLAN

The RHRA Plan is an employee welfare benefit plan maintained by the Sponsoring Company. The RHRA Plan is intended to qualify as a self-insured medical reimbursement arrangement for purposes of Sections 105 and 106 of the Code, as well as a health reimbursement arrangement as defined in IRS Notice 2002-45.

PLAN YEAR

The “**Plan Year**” is January 1 through December 31.

PLAN ADMINISTRATOR

Employee Benefit Plans Administrative Committee of Pernod Ricard USA, LLC
250 Park Avenue, FL 17
New York, New York 10177
(212) 372-5400

DISCRETIONARY AUTHORITY OF RHRA PLAN ADMINISTRATOR

The Plan Administrator has full authority to control and manage the operation and administration of the RHRA Plan. The Plan Administrator has the responsibility and discretionary authority to review and make final decisions on RHRA Plan eligibility and claims for benefits, to determine issues of fact, and to interpret the RHRA Plan for purposes of resolving any inconsistency or ambiguity, correcting any error, or supplying information to correct any omission in the RHRA Plan.

FUNDING OF THE RHRA PLAN

Benefits are paid from the Company’s general assets. There is no trust or other fund from which benefits are paid.

AGENT FOR SERVICE OF LEGAL PROCESS

Pernod Ricard USA, LLC
250 Park Avenue, FL 17
New York, New York 10177
(212) 372-5400

Legal process may also be served upon the Plan Administrator.

ERISA STATEMENT OF RIGHTS

As a participant in the RHRA Plan, you are entitled to certain rights and protections under ERISA. As a participant in the RHRA Plan, you are entitled to:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations such as worksites, all documents governing the RHRA Plan, including a copy of the latest annual report (Form 5500 Series) filed by the RHRA 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 RHRA Plan, including copies of the latest annual report (Form 5500 Series) and updated summary plan description. You will be charged only for the actual cost of reproducing these copies.
- Receive a summary of the RHRA Plan's annual financial report. Each year, the Company will provide Participants with a summary of the RHRA Plan's financial reports as required by ERISA.
- Continue health care coverage for yourself, Spouse, Domestic Partner, or dependents if there is a loss of coverage under the RHRA Plan as a result of a qualifying event. You or your dependents may have to pay for the continuing coverage. Review this summary plan description and the documents governing the RHRA Plan for more information on the rules governing your COBRA continuation coverage rights.

Under ERISA, the persons responsible for operating the RHRA Plan are called fiduciaries. These individuals have an obligation to administer the RHRA Plan prudently and act in the interest of RHRA Plan participants and their 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 benefits under the RHRA Plan or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to obtain copies of documents relating to the decision (without charge), and have the RHRA Plan review and reconsider your claim by filing an appeal within the time limits discussed above.

Under ERISA, there are steps you can take to enforce the rights described above. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file a suit in a federal court. In such a case, the court may require the Plan Administrator to provide you 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 which is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the RHRA Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If RHRA Plan fiduciaries misuse the RHRA 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).

If you have any questions about the RHRA Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

EXECUTION

IN WITNESS WHEREOF, the Sponsoring Company has caused this amendment and restatement of the RHRA Plan, captioned "Pernod Ricard USA, LLC Retiree HRA Plan," to be executed by its duly authorized officer, to be effective January 1, 2023.

By: _____

Its: _____

Date: _____

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BENEFIT INFORMATION CHART

As of January 1, 2023

Retiree Group	Eligibility Requirements	HRA Subsidy Amount
<p>Retiree is a member of the Closed Grandfathered Retiree Group</p>	<ul style="list-style-type: none"> • Contact the Plan Administrator for a list of members of the closed grandfathered retiree group. 	<p><u>Company Subsidy:</u> An amount equal to \$3,278, multiplied by the premium cost-sharing percentage paid by the Company under the terms of the Company retiree medical plan as of December 31, 2020. This amount will be increased by 3% each Plan Year after 2023.</p> <p>Example: The Company paid for 85% of the Retiree's premium under the terms of the Company retiree medical plan as of December 31, 2020. The Retiree's HRA subsidy amount for 2023 will be \$3,278 x 85%, or \$2,786.30. The Retiree's HRA subsidy amount for 2024 will be \$3,278 x 85% x 1.03, or \$2,869.89.</p> <p><u>Spousal Subsidy:</u> Same amount as Company Subsidy.</p>
<p>Retiree was hired prior to January 1, 2010 is not part of the Closed Grandfathered Retiree Group</p>	<ul style="list-style-type: none"> • Retired under the terms of the Pernod Ricard USA, LLC Employee's Retirement Plan and meet the retirement criteria for the PRUSA portion of the Retirement Plan, ignoring any grandfathering provisions of merged plans; • Receiving an immediate distribution of benefits from the Pernod Ricard USA, LLC Employee's Retirement Plan upon termination of employment or upon expiration of benefits under the Company's Long-Term Disability Program or Severance Pay Program; and • RHRA Plan coverage must begin no later than the latest of the following dates: <ul style="list-style-type: none"> ○ the first of the month following the month of retirement; and ○ the first of the month following the end of benefits under the Company's Severance Pay Program. 	<p><u>Company Subsidy:</u> An amount equal to \$3,000 multiplied by percentage equal to 3% for each year of service with the Company (up to a maximum of 80%).</p> <p>Example: A Retiree who retired from the Company with 20 years of service receives an annual Company Subsidy equal to \$3,000 x 60%, or \$1,800.</p> <p><u>Spousal Subsidy:</u> Same amount as Company Subsidy.</p>

Retiree Group	Eligibility Requirements	HRA Subsidy Amount
<p>Retiree was hired by the Company on or after January 1, 2010, and prior to January 1, 2012, and is not part of the Closed Grandfathered Retiree Group</p>	<ul style="list-style-type: none"> • Retired under the terms of the Pernod Ricard USA, LLC Employee’s Retirement Plan and meet the retirement criteria for the PRUSA portion of the Retirement Plan, ignoring any grandfathering provisions of merged plans; • Receiving an immediate distribution of benefits from the Pernod Ricard USA, LLC Employee’s Retirement Plan upon termination of employment or upon expiration of benefits under the Long-Term Disability Program or Severance Pay Program; and • RHRA Plan coverage must begin no later than the latest of the following dates: <ul style="list-style-type: none"> ○ the first of the month following the month of retirement; and ○ the first of the month following the end of benefits under the Company’s Severance Pay Program. 	<p><u>Company Subsidy:</u> An amount equal to \$3,000 multiplied by percentage equal to 3% for each year of service with the Company (up to a maximum of 80%). Example: A Retiree who retired from the Company with 20 years of service receives an annual Company Subsidy equal to \$3,000 x 60%, or \$1,800.</p> <p><u>Spousal Subsidy:</u> N/A</p>
<p>Retiree was hired on or after January 1, 2012, and prior to January 1, 2018, and is not part of the Closed Grandfathered Retiree Group</p>	<ul style="list-style-type: none"> • Age 65 with 5 Years of Service; • Age 55 and 15 Years of Service; or • Age 50 with 20 Years of Service if involuntarily terminated without cause. 	<p><u>Company Subsidy:</u> An amount equal to \$3,000 multiplied by percentage equal to 3% for each year of service with the Company (up to a maximum of 80%). Example: A Retiree who retired from the Company with 20 years of service receives an annual Company Subsidy equal to \$3,000 x 60%, or \$1,800.</p> <p><u>Spousal Subsidy:</u> N/A</p>

Reservation of Rights. As with any other Benefit Program, the Sponsoring Company, in its sole discretion, reserves the right to modify, amend, revoke, suspend, terminate or change the information contained in this Retiree Information Chart and Company subsidy or other contributions, in whole or in part, at any time. The benefits under this RHRA Plan are not vested.

APPENDIX A

A. Claims Submission Agent and Enrollment Administrator

The Claims Submission Agent and Enrollment Administrator is:

Mercer Marketplace Claims Department
P.O. Box 424,
Escondido, CA 92033
Online: <http://retiree.mercermarketplace.com/pernodricard>
Toll-Free: 855.589.0556

B. COBRA Administrator

The COBRA Administrator is:

PayFlex Systems USA, Inc.
Benefits Billing Department
P.O. Box 953374
St. Louis, MO 63195-3374
1-888-678-7835

PARTICIPATING AFFILIATES

Company Name	Federal Tax ID #
Pernod Ricard USA LLC	52-2318616
Pernod Ricard Winemakers Napa LLC	81-1781825
Pernod Ricard International LLC	20-3842237
Pernod Ricard Kenwood Holding LLC	46-5530697
Pernod Ricard Americas Travel Retail LLC	26-2741251
Pernod Ricard Marketing USA LLC	262740775
Pernod Ricard Americas I.P. Management LLC	26-2270529
Pernod Ricard USA Finance Inc.	26-2270841
Austin Nichols & Co Inc. DBA Pernod Ricard North America	13-3061033
Pernod Ricard Overseas, Inc.	27-0505775
Absolut Elyx Spirits USA LLC	27-2762466