

DISABILITY BENEFIT PLAN

ADVICE-TO-PAY

ADMINISTRATIVE SERVICES

AGREEMENT

PARTIES:

METROPOLITAN LIFE INSURANCE
COMPANY
AND
GRAFTECH INTERNATIONAL HOLDINGS
INC.
as Plan Sponsor

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ADMINISTRATIVE SERVICES AGREEMENT

This Agreement is effective January 1, 2020 and is entered into by:

Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166

AND

GrafTech International Holdings Inc.
as Plan Sponsor and Plan Administrator
982 Keynote Circle
Brooklyn Heights, OH 44131

RECITALS

1. GrafTech International Holdings Inc. has established and sponsors and maintains an employee welfare benefit plan, as this term is defined under the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), that provides disability income benefits to specified current and former employees (referred to herein as the "Plan(s)").
2. GrafTech International Holdings Inc. wants to contract with Metropolitan Life Insurance Company to render certain services relating to administration of the disability benefits and Metropolitan Life Insurance Company is willing to provide these services as described in this Agreement.

Therefore, it is agreed as follows:

Section 1: DEFINITIONS

- A. General Definitions:** In this Agreement, the terms previously defined in the recitals will have the same meanings and the terms listed below shall have the following meanings:
1. **"Agreement"** means this Administrative Services Agreement and all Appendices attached to this Administrative Services Agreement, which are hereby incorporated into this Agreement.
 2. **"Claim"** means a request for payment of Plan Benefits.
 3. **"Contract Period"** means the period beginning on January 1 of a calendar year and ending on the next following December 31. The **"First"** Contract Period will begin on January 1, 2020 and will end on December 31, 2020. A **"Subsequent"** Contract Period means any Contract Period following the First Contract Period. In no event will a Contract Period include any period of time beyond the date of termination of this Agreement.
 4. **"Customer"** means GrafTech International Holdings Inc., its directors, trustees, officers, employees, agents, or committees to whom authority to act on its behalf with respect to the Plan or this Agreement has been delegated (not including MetLife). The term "Customer" includes the current or succeeding Plan "administrator" (as that word is defined under ERISA) designated as such by the terms of the operative Plan instrument or by law.
 5. **"MetLife"** means Metropolitan Life Insurance Company, its directors, officers, employees, agents, committees, affiliates, subsidiaries and/or subcontractors to whom Metropolitan Life Insurance Company has granted authority to act on its behalf in connection with the Plan or this Agreement.
 6. **"Named ERISA Claims Review Fiduciary"** means the individual or entity designated by the Customer as the fiduciary charged with the discretionary authority for determining eligibility for Plan Benefits and for interpretation of Plan terms in connection with the full and fair review of Claims that have been denied in whole or in part which review is required under ERISA Section 503.
 7. **"Participant"** means a current or former employee of GrafTech International Holdings Inc., who is eligible and enrolled for coverage under and subject to the Plan's terms.
 8. **"Party(ies)"** means (a) signatory(ies) to this Agreement.
 9. **"Plan Benefits"** means all benefits paid or payable to a Participant under and subject to the terms and conditions of the Plan.
 10. **"Summary Plan Description" or "SPD"** means 'Summary Plan Description' as that term is defined under ERISA.
- B. Specific Definitions:** Certain terms having application to specific sections of this Agreement are defined in those sections.

Section 2: SERVICES AND RESPONSIBILITIES

A. MetLife Claim and Consulting Services: MetLife will provide the following Plan Claim and consulting services to Customer:

1. **Eligibility Determination:** MetLife will conduct eligibility evaluations on Claims to determine whether coverage is available. This evaluation will be based upon Plan provisions and eligibility information provided by the Customer upon which MetLife is entitled to rely.

If the eligibility information received from the Customer is incomplete, MetLife will send a form on which the Customer will provide MetLife the missing Participant eligibility information.

2. **Initial Claim Evaluation:** Through contact with appropriate parties, MetLife will conduct an initial evaluation of Claims to determine whether disability benefits are payable. When deemed appropriate by MetLife, the initial Claim evaluation will include review by medical professionals including but not limited to disability nurse specialists employed by MetLife. Customer and MetLife agree that pursuant to the Agreement, MetLife has been granted discretion to construe Plan terms necessary to make such determinations. MetLife will verify medical information with the Participant's medical professional prior to making the Claim determination or initiating Plan Benefit payments, when such verification is deemed necessary by MetLife.
3. **Determination of Disability:** MetLife will advise on duration of disability and prepare and provide to Participants and Customer, when appropriate, statements reflecting the duration of disability benefits payable and/or the reasons why a Claim for disability benefits has been denied or terminated in whole or in part.
4. **Standard Administrative Forms:** MetLife will provide Customer with standard forms which may be used for administration of the Plan, including those necessary to process enrollments in the Plan, designations of beneficiaries or dependents, etc. Customer will not use non-standard administrative forms without first consulting with MetLife.
5. **Claim Notification and Customer Service:** MetLife will maintain a toll free telephone number that will be generally available from 8:00 AM to 11:00 PM Eastern Time Monday through Friday, except national and corporate holidays, for the submission of Claims, and to respond to Customer or Participant questions concerning the processing of Claims.
 - a. MetLife will customize scripting to support Customer specific information necessary to process Claims to the extent MetLife systems permit.
 - b. MetLife will maintain a web site, access to which is generally available 24 hours a day, seven days a week. Claim intake services are available between the hours of 6:30 AM to 10:00 PM Eastern Time Monday through Friday; 6:30 AM to 4:00 PM Eastern Time Saturday; 9:00 AM to 8:00 PM Eastern Time Sunday for the submission of disability Claims.
 - c. MetLife will provide Claim forms for use by Participants in submitting disability Claims. These forms may be submitted via U.S. Mail or Facsimile. MetLife will provide Customer with standard forms which may be used for disability benefit Claim submission and processing. Customer will not use non-standard Claim forms without first consulting with MetLife.

Claims will only be accepted if the information required by MetLife is provided. Claims for which the information required by MetLife is not submitted will be rejected.

MetLife will maintain a web site, access to which is generally available 24 hours a day, seven days a week. Claim inquiry features are available between the hours of 6:30 AM to 10:00 PM Eastern Time Monday through Friday; 6:30 AM to 4:00 PM Eastern Time Saturday; 9:00 AM to 8:00 PM Eastern Time Sunday to provide information to Customer and/or Participant concerning the processing of Claims and access to Claim status and other Claim details.

MetLife will maintain an interactive voice response system that will be generally available from 6:30 AM to 11:00 PM Eastern Time Monday through Friday; 6:30 AM to 8:00 PM Eastern Time Saturday; 9:00 AM to 8:00 PM Eastern Time Sunday, except national and corporate holidays, to provide status information on a Participant's Claim.

6. **Ongoing Case Management:** MetLife will perform information gathering or verification as needed using appropriate media to make contacts necessary for ongoing evaluation of Claims. When deemed appropriate by MetLife in connection with ongoing case management, MetLife will consult with disability nurse specialists, or other appropriate medical professionals employed or retained by MetLife.

MetLife will make the following standard contacts; HR Manager.

7. **Rehabilitation Services:** If the Plan provides rehabilitation services for Participants, MetLife will conduct an initial advisory evaluation of a Claim to determine whether coordination of rehabilitation services is appropriate. When deemed appropriate by the Customer, MetLife will coordinate rehabilitation services.
8. **Utilization of Vendor Services:** MetLife will engage vendors to perform certain Claim evaluation services, including but not limited to independent medical examinations, functional capacity evaluations, medical record retrieval, physician consulting services, rehabilitation services, and surveillance, when MetLife deems appropriate.
9. **Claim Communications to Participant:** MetLife will provide its standard written or telephonic communications to the Participant to advise of Claim status and request information.
10. **Claim Communications with Customer:**
 - a. MetLife will provide its standard telephonic or written Claim status communications to the Customer.
 - b. MetLife will provide Customer with email notification of certain changes in the Claim status information contained on the web site described in Paragraph A.5. above.
11. **Customized Claim Handling:** MetLife will distribute Claims to MetLife's case managers in accordance with its standard Claim handling procedures.
12. **Quality Management Review:** MetLife will conduct periodic internal quality management review.
13. **Customer Service Contact:** MetLife will designate a single individual to be point person for the Customer for questions relating to the Plan, reporting, Claim process, or other Plan related inquiries.

- B. MetLife Reporting Services:** The following “Reporting Services” will be provided by MetLife:
- 1. Reports Furnished at no Additional Charge:** MetLife will furnish to Customer the following management reports at no additional charge:
 - a.** MetLife standard web reports, via MetLink, including claim status detail, claim status summary, and duration by diagnosis.
 - b.** MetLife standard web Advice-to-Pay reports, via MetLink.
 - c.** MetLife standard Monthly Advice-to-Pay report provided via File Transfer Protocol (FTP) transmission to Customer. Customer must purchase and install the necessary software onto their computer systems in order to support the receipt of reports, via FTP, from MetLife.
 - d.** MetLife supplemental Dashboard Reports.
 - 2. Reports Furnished at Additional Charge:** If Customer requests any additional management reports which MetLife is capable of producing at a cost Customer is willing to pay, MetLife will furnish them to Customer for an Additional Fee, which will be payable in the manner set forth in **Section 3: Service Fees, Paragraph C**. MetLife will advise Customer in advance of the charge for each such report, or the rate by which the charge is determined.
- C. Regularly Available Additional Services:** The Monthly Service Fee set forth in **Section 3: Service Fees** does not include charges for the following services. If MetLife provides any of these services at the request of Customer, Customer will pay MetLife Additional Fees pursuant to **Section 3: Service Fees, Paragraph C**. On request, MetLife will advise Customer of the charge for any of these services or the rate by which the charge is determined.
- 1. Non-Standard Forms:** Printing and providing of non-standard or specially designed Claim forms and/or other administrative forms specifically prepared for use in connection with the Plan, including application forms for late enrollment, reinstatement of participation in the Plan, or an increase in benefits. Customer understands and agrees that use of non-standard forms may result in increased administrative or Claims costs if they do not present necessary information in a manner consistent with MetLife’s Claims or administrative systems, and that Customer will be required to pay such additional costs, if any. Customer will consult with MetLife in advance of ordering or using such non-standard or specially designed forms.
 - 2. Administrative Manuals:** Preparation and maintenance of administrative manuals to assist the employees of Customer in the administration of the Plan.
 - 3. Medical Examinations for Late Enrollment, etc.:** Medical examinations by health care professionals employed by MetLife of persons submitting applications for late enrollment, reinstatement of participation in the Plan, or an increase in benefits, unless the Plan provides that the applicant pays the cost of those required medical examinations.
 - 4. Medical Examinations for Claims:** Medical examinations of Participants, in connection with a Claim or for other administrative reason, by health care professionals not employed by MetLife.
 - 5. Claim Cost Calculations for Proposed Plan Changes:** Claim cost calculations for changes or proposed changes in Plan benefits and/or Plans.

6. **Special Telephone Arrangements:** Provide any special telephone arrangements not previously described in this Agreement.
 7. **Participation in Plan Adjustments:** Participation by MetLife representatives as requested by Customer in Plan adjustments due to merger, spin-offs, extensions and other corporate changes.
 8. **Travel Expenses:** Travel expenses incurred by MetLife personnel for travel to and from locations specified by Customer to provide services.
 9. **Other Additional Services:** Any other Additional Services agreed upon by the Parties.
- D. **Advisory Services:** MetLife will provide advice to Customer when requested to do so regarding:
1. Plan design and revisions, including questions regarding eligibility for participation and effective dates and cessation of coverage.
 2. Plan documents including the SPD and other material intended for distribution to Participants. Upon Customer request, MetLife will provide a copy of a sample insured STD certificate to the Customer for use as a guide to drafting the Customer's SPD. The Customer is responsible for drafting the SPD, finalizing the SPD, and printing their own SPD. MetLife will review the Customer-produced SPD to determine MetLife's ability to perform administrative components and determine if there are any pricing impacts. Customer is always responsible to ensure that their SPD conforms with applicable law.
 3. Assistance regarding procedures for verification of coverage and disability benefits Claim submission.
- E. **MetLife Certification and Licensing:** MetLife represents that it has obtained all licensing and certifications presently required by local, state or federal law, and covenants that it will continue to obtain and maintain all such necessary licensing and certifications.
- F. **Customer Responsibilities:** Customer shall have the following responsibilities in addition to its other responsibilities under this Agreement:
1. **Final Authority and Funding for the Plan:** Except as otherwise provided in this Agreement, Customer retains all final authority and responsibility for the Plan and its operation and for compliance with any and all applicable laws relating thereto. Customer hereby represents to MetLife, for MetLife's reliance thereon, that the Plan is an employee welfare benefit Plan as defined in ERISA and that Plan Benefits are funded by Customer's own funds and not pursuant to any insurance contracts. Customer and MetLife agree that liability for Plan Benefits is always the obligation of the Customer and in no event shall MetLife be liable for any amount of Plan Benefits or other payments made or owed by Customer to Participants. Customer will cause written notice to be provided to Participants disclosing Customer liability for Plan Benefits.
 2. **Furnish Information to Enable MetLife to Perform its Duties:** The Customer shall provide MetLife on a timely basis with such information about the Participants and the Plan Benefits as will be necessary for MetLife to perform its duties under this Agreement.

3. **Furnish Documentary Information:** Customer will furnish MetLife with a copy of the Plan documents, each applicable SPD, any future modifications to any applicable SPD and, upon reasonable request by MetLife, any other documents relating to the Plan. Prior to the effective date of this Agreement, Customer will provide a copy of each applicable SPD in effect as of the effective date of this Agreement, and upon receipt of such copy by MetLife, each such copy will be deemed to be annexed as the **Summary Plan Description Appendix**. In addition, each time an SPD is modified, the **Summary Plan Description Appendix** will be deemed to have been amended to incorporate such modified SPD as of the date MetLife is provided with the changes in such modified SPD. The Customer will amend any document relating to the Plan, at the reasonable request of MetLife, if the provision to be amended relates directly or indirectly to the rights and obligations of MetLife with respect to the Plan or its Participants or if the provision is inconsistent with this Agreement.
4. **Furnish Advance Notice of Plan Changes:** Customer understands that advance notice is necessary to provide MetLife with adequate time in which to make necessary adjustments to administer a change in the Plan as of its effective date. Therefore, Customer will cause MetLife to be furnished with reasonable advance notification (but in no event less than sixty (60) days) of any change in the Plan which may affect the payment of Plan Benefits or services provided by MetLife under this Agreement.
5. **Advise Participants of MetLife's Role:** Prior to the effective date of this Agreement, Customer will give Participants written notice of MetLife's role under this Agreement.
6. **Furnish Information of Participant Complaints:** Customer will promptly advise MetLife of any complaints of which Customer is aware that were lodged by Participants regarding the services provided by MetLife.
7. **Review of Adverse Claim Determination:** Customer and MetLife acknowledge that pursuant to this Agreement and the terms of the Plan, upon receipt of a request by a Participant, MetLife will conduct one level of review of any Claim denied or terminated in whole or in part. Upon completion of MetLife's final Claim Review, MetLife will communicate a recommendation to Customer. Upon receipt of recommendation from MetLife, Customer will determine whether the Claim determination should be upheld, overturned or modified and communicate the determination to the Participant. Customer has retained the responsibility and discretionary authority for providing the full and fair review of determinations concerning eligibility for Plan Benefits and the interpretation of Plan terms in connection with the appeal of Claims denied in whole or in part, required under ERISA Section 503 and, therefore, Customer is the Named ERISA Claims Review Fiduciary. Any determination or interpretation made by Customer shall be given full force and effect and be binding on the Participant and MetLife.
 - a. Customer will provide notice to Participants of the availability of the Claim review procedure.
 - b. MetLife will provide Customer with all information and documents within its control needed to facilitate the review of a Claim on appeal.
 - c. Customer will inform MetLife and Participant of its determination on appeal in accordance with its Claim notification services.

G. Mutual Responsibilities:

1. **Compliance:** MetLife and Customer will each remain in full compliance with all applicable laws and regulations.

2. **Cooperation:** The Parties will provide each other with statistical and other information, in such forms and at such intervals as are mutually acceptable, which may reasonably be needed by a Party to perform services in connection with this Agreement or the Plan.
3. **Liability Coverage:** Each Party, during the term of this Agreement and for a reasonable period of time following termination of this Agreement, will maintain prudent levels of liability protection either through third party liability coverage or self-insurance or a combination thereof with respect to its performance of services in connection with this Agreement and the Plan; and each will provide the other, upon reasonable request, with evidence of such coverage and will provide reasonable advance notice to the other of any material change in the liability protection.
4. **Payment Processing:** Customer is responsible for computing and processing benefit payments, the withholding of taxes, and the identification and recovery of any overpayment, as well as responding to any inquiries related to these subjects. MetLife is responsible for responding to any inquiries related to the advice MetLife has provided Customer regarding the duration of any benefits.
5. **Discretionary Authority:** To the extent that MetLife or Customer has undertaken the discretionary responsibility of a 'fiduciary' as this term is defined under ERISA, each will fulfill its fiduciary duties solely in the interest of the Participants for the exclusive purpose of facilitating the provision of Plan Benefits to Participants and defraying its reasonable expenses of administering the Plan. Each will exercise its fiduciary duties with the care, skill, prudence and diligence under the circumstances that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims in accordance with the terms and conditions of the Plan.

Section 3: SERVICE FEES

- A. Service Fees:** The "**Service Fees**" are the amounts payable by Customer to MetLife for the services rendered and supplies provided to Customer by MetLife pursuant to this Agreement. The Service Fees include the Monthly Service Fee, Additional Fees, and Service Fee Adjustments.
- B. Monthly Service Fee:**
1. The "**Monthly Service Fee**" will be determined in the manner set forth in the **Service Fee Appendix**.
 2. Notwithstanding paragraph B.3., below, during any Contract Period the Monthly Service Fee may be adjusted, as deemed appropriate by MetLife, each time there is:
 - a. an increase or decrease of Ten Percent (10%) or more in the number of Plan Participants; or
 - b. a material change in the Plan that MetLife reasonably anticipates may increase or decrease the amount of Plan Benefits payable thereunder by Ten Percent (10%) or more.
 - c. an increase of Ten Percent (10%) or more in administrative costs, which include legal fees and costs.
 3. For each Contract Period other than the First Contract Period and the first Subsequent Contract Period, MetLife reserves the right to establish the applicable rates for the calculation of the Monthly Service Fee for that Subsequent Contract Period and,
 - a. If MetLife provides notice to Customer of such applicable rates at least thirty (30) days before the first day of a Subsequent Contract Period, these rates will be effective as of the first day of the Contract Period unless MetLife expressly agrees, in writing, to a different effective date, or
 - b. If MetLife provides notice to Customer of such applicable rates less than thirty (30) days prior to the first day of a Subsequent Contract Period, these rates will be effective as of the thirtieth day following mailing by MetLife of notice of such rates to Customer unless MetLife expressly agrees, in writing, to a different effective date.
 4. Payments of the Monthly Service Fees are due to MetLife on the first day of each calendar month.
- C. Additional Fee(s):** An "**Additional Fee**" is an amount payable by Customer for "Additional Services" provided by MetLife pursuant to **Section 2: Services and Responsibilities, Paragraph C**. MetLife will consult with Customer at their request to determine if Additional Services can or should be performed by MetLife. If MetLife is willing and able to perform such services, it will advise Customer of the charge for such services or the rate by which the charge is determined. If MetLife sends Customer written notice of the proposed charge for any Additional Service requested, Customer will be deemed to have accepted the charge quoted by MetLife for the service(s) if it has not objected to the proposed charge or withdrawn the request for such additional service(s) within fifteen (15) business days after the date of such notice.

D. Service Fee Adjustments:

1. At the conclusion of each Contract Period the amount of the Service Fee may be adjusted to take into account any variations between the factors used to determine the Monthly Service Fee at the time it was due and payable and actual experience determined by the books and records of Customer.
2. If it is determined by MetLife that Customer is entitled to a refund of the amounts paid during the prior year, the amount due Customer shall be credited to the subsequent Monthly Service Fees due. However, if this Agreement has been terminated, the amount due Customer shall be applied to any amounts due and payable to MetLife, and any excess shall be returned to Customer within thirty (30) days after the amount has been determined.
3. If MetLife determines that MetLife is entitled to an additional payment, Customer shall pay such amount within thirty (30) days after Customer receives written notice of the amount due on account of such adjustment.

E. Late Payment Charge:

1. **Assessment of Late Payment Charge:** If MetLife does not receive a payment on or before its due date, the unpaid amount is subject to a "**Late Payment Charge**". The Late Payment Charge will be assessed on a per diem basis each day beginning on the day after the payment due date and ending the day MetLife receives payment. The Late Payment Charge will be calculated based on an annual percentage rate determined by adding seven (7) percentage points to the average of the rates fixed at the first weekly auction of six (6) month Treasury bills in each of the twelve (12) prior months. Late Payment Charges are due and payable within thirty (30) days following receipt of written notice by Customer from MetLife of the amount due.
2. **Change of Late Payment Charge Formula:** MetLife reserves the right to change the formula for calculating the Late Payment Charge. The new Late Payment Charge formula will be effective as of the thirtieth day following mailing of such notice to Customer.
3. **Waiver of Late Payment Charges:** The Late Payment Charge will be waived with respect to payment of a Monthly Service Fee received by MetLife by the fifteenth day following its due date. MetLife may, in its sole discretion, waive any other Late Payment Charge, but any such waiver by MetLife will not prejudice MetLife's right to receive a Late Payment Charge on any other (previous or subsequent) payment due under this Agreement.

- F. Suspension of Services:** In the event any payment is not received within thirty (30) days of its due date, MetLife may, in its sole discretion, suspend any further services under this Agreement including Claim Processing Services. Such suspension of service(s) shall become effective five (5) business days after Customer has received written notice of MetLife's intention to suspend services, unless Customer has remitted all outstanding unpaid amounts before that date.

Section 4: CONFIDENTIAL INFORMATION; USE OF NAMES, SERVICE MARKS AND TRADEMARKS; AND EXAMINATIONS

- A. Confidential Information:** "Confidential Information" means statistical and other information which is identified by a Party as commercially valuable, confidential, proprietary or trade secret. Customer and MetLife acknowledge that in discharging their obligations under this Agreement they may disclose or make available to each other Confidential Information.
- B. Identification of Confidential Information:** Customer and MetLife each agree to make every reasonable effort under the circumstances to identify to each other Confidential Information at the time of its disclosure and to fully protect and preserve the confidential, proprietary and trade secret nature of each other's Confidential Information.
- C. Non-Disclosure of Confidential Information:** Customer and MetLife each agree not to disclose the other's Confidential Information to any other person, firm or entity without obtaining the other's prior written consent.
- D. Limitation on Non-Disclosure Obligation:** Customer and MetLife each agree that the obligations regarding Confidential Information shall not apply to any information which was previously disclosed by the other without restriction or which has become generally available to the public through authorized disclosure.
- E. Individually Identifiable Participant Information:**
1. Names, addresses, phone numbers, social security numbers, dates of birth and other personal information relating to Participants is deemed Confidential Information. However, MetLife may use non-individually identifiable information obtained from this Confidential Information for the purpose of data compilation, statistical analyses and other studies.
 2. Medical information related to Participants is deemed Confidential Information ("**Confidential Medical Information**"), and will be disclosed only as required or permitted by applicable law. MetLife may use non-individually identifiable information obtained from Confidential Medical Information for the purposes of data compilation, statistical analysis and other studies, and Customer recognizes that such compilations, analyses and studies are the exclusive property of MetLife and may be used in any way by MetLife.
- F. Unauthorized Disclosure of Confidential Information:** Customer and MetLife agree that unauthorized disclosure of Confidential Information is a material breach of the Agreement resulting in irreparable harm to the Party whose Confidential Information has been improperly disclosed for which the payment of money damages is inadequate, such damages being difficult to ascertain in any event. Customer and MetLife agree, therefore, that the injured Party may, at its sole option:
1. obtain immediate injunctive relief in any court of competent jurisdiction enjoining any further such breach(es) and the Parties consent to the entry of judgment for such injunctive relief as may be granted; and/or
 2. immediately terminate this Agreement by giving the other Party written notice.
- G. No Use of Other Party's Name, Service Marks or Trademarks:** Each Party agrees that, without the other Party's written consent signed by an officer of the Party, it will not use that other Party's company name, service marks, trademarks, or other legally protected property rights.
- H. Name of Plan:** The name of the Plan shall be used in any customized Participant communication materials. Unless otherwise agreed, generic literature will also be used in communicating the terms and conditions of the Plan.

- I. Customer's Approval of Material Used by MetLife:** All communications developed by MetLife specifically for Customer and any formal advertising or promotional pieces which specifically refer to the Plan must receive Customer's approval prior to release, which approval will not be withheld unreasonably.
- J. MetLife's Approval of Material Used by Customer:** All communications developed by Customer that refer to MetLife must receive MetLife's approval prior to release, which approval will not be withheld unreasonably.
- K. Examinations:**
- 1. Examination of MetLife:** One time during each Contract Period, MetLife will make available for examination (which is deemed to include examination, review and/or audit during MetLife's normal business hours) its files, books and records pertaining to the Plan.
 - 2. Charges for Examination of MetLife:** If more than one examination during any Contract Period is requested, Customer agrees that it will be obligated to pay an additional charge to MetLife for each examination which will be calculated by MetLife based upon its then current standard charges.
 - 3. Confidentiality Agreement:** No person or entity may conduct an examination pursuant to this "Examinations" provision without first executing an Examiner's Confidentiality Agreement in the form set forth in the **Examiner's Confidentiality Agreement Appendix**.

Section 5: PLAN BENEFITS LITIGATION

- A. Definition of Plan Benefits Litigation:** For the purposes of this Section, "**Plan Benefits Litigation**" means a demand asserted or litigation, proceedings or arbitration, commenced by a Participant or Plan beneficiary to recover Plan Benefits, and, if applicable, attorney fees, court costs and expenses incurred in connection with such demand, litigation, proceedings or arbitration.
- B. Customer Liability for Plan Benefits:** The Customer is liable for the full amount of Plan Benefits paid as a result of Plan Benefits Litigation as well as any legal fees and costs awarded to a Participant or Plan beneficiary in connection therewith. In no event will MetLife be liable for any amount of Plan Benefits paid as a result of Plan Benefits Litigation or any amount of legal fees or costs awarded to a Participant or Plan beneficiary in connection with Plan Benefits Litigation. If MetLife advances payment for same, Customer will reimburse MetLife within thirty (30) days of the date of MetLife's written notice of the amount due. Any late payment will be subject to the Late Payment Charge as defined in the "Service Fees" Section of this Agreement.
- C. If Plan Benefits Litigation Is Brought Against MetLife:** If Plan Benefits Litigation is brought against MetLife:
1. MetLife will provide written notice to Customer as soon as practicable, but in no event more than thirty (30) days after the MetLife Law Department receives notice of Plan Benefits Litigation, and will, at reasonable intervals, provide Customer with information with respect to the status of the Plan Benefits Litigation. MetLife will make every reasonable effort to obtain Customer's agreement in advance of settling Plan Benefits Litigation; Customer shall not unreasonably deny MetLife authority to settle the lawsuit.
 2. MetLife will select and retain counsel and will assume liability for payment of MetLife's own legal fees, costs and disbursements in connection with Plan Benefits Litigation until the date notice is given to terminate this Agreement as described in **Section 7: Term/Termination of this Agreement**. Upon notice to terminate this Agreement by either Party for any reason, MetLife's defense obligations will also terminate as to future Plan Benefits Litigation, if any.
 3. Customer will provide MetLife with reasonable cooperation in the defense of Plan Benefits Litigation.
 4. MetLife will provide Customer with reasonable cooperation in the event Customer elects to intervene as a Party in Plan Benefits Litigation.
- D. If Plan Benefits Litigation Is Brought Against Customer and/or the Plan:** If Plan Benefits Litigation is brought against Customer or the Plan:
1. In order that MetLife may remain fully informed for the purposes of providing services under this Agreement, Customer will provide written notice to MetLife as soon as practicable but in no event more than thirty (30) days after it receives notice of Plan Benefits litigation and will, at reasonable intervals, provide MetLife with information on the status of the Plan Benefits Litigation.
 2. Customer will select and retain counsel and will assume liability for payment of legal fees, costs and disbursements in connection with Plan Benefits Litigation brought against Customer and/or Plan.
 3. MetLife will provide Customer with reasonable cooperation in the defense of Plan Benefits Litigation.

4. Customer will provide MetLife with reasonable cooperation in the event MetLife elects to intervene as a Party in Plan Benefits Litigation.

E. Shared Counsel: If Plan Benefits Litigation is brought against MetLife and Customer and/or Plan, or if Plan Benefits Litigation is brought against one or more of them and one or more of the others are subsequently joined as a party or parties to such Plan Benefits Litigation, in addition to the responsibilities and obligations previously described in this Section, to the extent it is reasonable under the circumstances in order to control legal expenses, those parties to the Plan Benefits Litigation may agree to share counsel or direct one party's counsel to assume the role of lead counsel. In this event, those parties will share equitably in the aggregate total cost of legal fees, costs and disbursements in connection with Plan Benefits Litigation.

Section 6: INDEMNIFICATION

A. Definitions: For the purposes of this Section:

1. **“Damages”** means settlements, awards and judgments (not including punitive damages, Plan Benefits or those attorney fees, court costs and expenses described in **Section 5: Plan Benefits Litigation** of this Agreement) and reasonable legal fees, court costs and expenses incurred by Customer or MetLife to resolve a **“Non-Party Claim”**.
2. **“Non-Party Claim”** means a demand asserted or litigation, proceedings or arbitration commenced by a person or entity other than Customer or MetLife to obtain a settlement award or judgment against Customer or MetLife arising from an act or omission by Customer or MetLife in connection with this Agreement or the Plan. However, a Non-Party Claim does not include any portion of a demand asserted or litigation, proceeding or arbitration commenced which has been defined under this Agreement as Plan Benefits Litigation. The rights and obligations of the Parties with respect to Plan Benefits Litigation are fully described in **Section 5: Plan Benefits Litigation** of this Agreement.

B. Indemnification: If either Customer or MetLife incurs Damages arising from the other's breach of this Agreement, breach of fiduciary duty, or negligent, intentionally tortious, fraudulent or criminal act or omission in connection with this Agreement or the Plan, the Party incurring such Damages shall be the “indemnified Party” referred to in this Section and shall be indemnified against such Damages by MetLife (if the indemnified Party is Customer) or by Customer (if the indemnified Party is MetLife) at such time as it has been determined that:

1. The indemnified Party first received notice (oral or written) of the Non-Party Claim no later than one year after this Agreement terminated; and
2. The indemnified Party provided written notice of the Non-Party Claim to the indemnifying Party as soon as practicable, but in no event more than 120 days, after first receiving notice of the Non-Party Claim; and
3. The Damages did not arise from the acts or omissions of the indemnified Party in connection with this Agreement or the Plan or from an act or omission undertaken by the indemnifying Party at the express direction of the indemnified Party.

If any portion of the Damages arose from the acts or omissions of the indemnified Party, the obligation of the indemnifying Party shall be reduced to the proportionate share of the Damages which is attributable to its acts or omissions.

C. Discretion to Resolve Non-Party Claim: The indemnified Party will have discretion to resolve a Non-Party Claim in a reasonable manner and amount under the circumstances. However, failure to act reasonably in resolving a Non-Party Claim will relieve the indemnifying Party of its obligations to indemnify only if and to the extent it has been prejudiced by this failure.

D. No Rights Afforded to Third Parties: Nothing in this Section of the Agreement is intended, nor shall it be interpreted, to give any third party, including but not limited to Participants, any right, claim or cause of action against Customer or MetLife.

Section 7: TERM/TERMINATION OF THIS AGREEMENT

A. Continuity of Agreement: This Agreement shall continue in effect during the First and each Subsequent Contract Period unless terminated in accordance with this section.

B. Termination of this Agreement:

Date of Termination: Notwithstanding any other term or condition of this Agreement, this Agreement will terminate on the earliest of:

1. the thirtieth day following receipt of written notice by Customer or MetLife from the other of the other's intention to terminate the Agreement; or
2. five (5) business days after Customer has received written notice of MetLife's intention to terminate this Agreement because the Monthly Service Fee or other service fee or charge due by Customer to MetLife under this Agreement has not been paid when due, unless Customer has remitted all outstanding unpaid amounts before that date. MetLife's failure to treat this Agreement as terminated in accordance with this paragraph shall not be deemed to be a waiver of MetLife's right to terminate this Agreement in accordance with this paragraph at a subsequent time; or
3. immediately, as provided for in **Section 4: Confidential Information; Use of Names, Service Marks and Trademarks; and Examinations, Paragraph F.2.** of this Agreement; or
4. any other date determined by written Agreement of the Parties.

C. Processing of Run-Out Claims: Upon termination of this Agreement in its entirety for any reason, MetLife will not process run-out Claims unless otherwise mutually agreed upon in writing by the Parties. An Additional Fee shall apply for any run-out Claim processing services.

Section 8: GENERAL PROVISIONS

- A. Entire Contract:** This Agreement constitutes the entire contract between the Parties and is intended to supersede any and all prior written or verbal Agreements, proposals or representations by and among the Parties.
- B. Modification of Agreement:** Unless otherwise expressly provided in this Agreement, changes to this Agreement may be made only with agreement of all Parties evidenced in a writing signed by authorized officers representing each Party.
- C. Agreement Counterparts:** This Agreement may be executed in any number of counterparts each of which shall be deemed an original, and these counterparts will constitute but one and the same instrument.
- D. Independent Contractor Status:** The Parties agree that in performing services under this Agreement, MetLife will act in the capacity of an independent contractor.
- E. Notices:** Unless and until the Parties give written notice otherwise, all notices required under this Agreement shall be in writing and shall be addressed as follows:

**Metropolitan Life Insurance Company
18210 Crane Nest Drive
Tampa, FL 33647
Attention:
Tara Fitzgerald, AVP Service**

**GrafTech International Holdings Inc., as Plan Sponsor
982 Keynote Circle
Brooklyn Heights, OH 44131
Attention: Dennis Robinson, HR Manager**

- F. Choice of Law:** This Agreement and the obligations of the Parties shall be governed by and construed in accordance with the law of the State of New York.
- G. Limitation on Actions:** Any suit between or among MetLife and any other Party, arising from the obligations of any Party in connection with this Agreement or the Plan, must be instituted within the earlier of two (2) years from the date that the alleged wrongful act or omission occurred or two (2) years from the date this Agreement terminates.
- H. Headings:** Headings in this Agreement shall not be used to interpret or construe its provisions.
- I. Waivers:** The waiver by any Party of any breach of any provision of this Agreement by another Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement. The failure to exercise any right under this Agreement shall not operate as a waiver of any such right.
- J. Survival:** Unless otherwise specifically provided in this Agreement, the obligations of the Parties shall survive termination of this Agreement when necessary to effect the intent of the Parties as herein expressed.

ADMINISTRATIVE SERVICES AGREEMENT EXECUTION PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

Metropolitan Life Insurance Company
18210 Crane Nest Drive
Tampa, FL 33647

Date: _____

By: _____
Tara Fitzgerald, AVP Service

GrafTech International Holdings Inc.
982 Keynote Circle
Brooklyn Heights, OH 44131

Date: _____

By: _____
Dennis Robinson, HR Manager

APPENDICES

APPENDIX A: SERVICE FEES

Service Fees

A. Monthly Service Fee

Applicable Fees for First Contract Period (January 1, 2020 to December 31, 2020):

<u>Description</u>	<u>Monthly Fee Per Employee</u>
Disability Benefits	\$3.55

Applicable Fees for Second Contract Period (January 1, 2021 to December 31, 2021):

<u>Description</u>	<u>Monthly Fee Per Employee</u>
Disability Benefits	\$3.55

B. Additional Fees

None

APPENDIX B: SUMMARY PLAN DESCRIPTION

The Summary Plan Description (SPD) of the Plan that is subject to this Agreement is set forth in a booklet identified as follows:

90801 - GrafTech International Holdings Inc - SPD(Met) (STD - FT EEs – ERISA - 01-01-20)

- A. MetLife acknowledges that it has created a Sample Summary Plan Description. The Parties acknowledge, agree and understand that it is incorporated by reference in its entirety as **APPENDIX B: SUMMARY PLAN DESCRIPTION**.
- B. Customer will continue to furnish to MetLife copies of every revised Summary Plan Description and/or every summary of material modifications which are subject to this Agreement within thirty (30) days after they become available, at which time the Parties acknowledge, agree, and understand that they will be incorporated by reference in their entirety as **APPENDIX B: SUMMARY PLAN DESCRIPTION**.

APPENDIX C: EXAMINER'S CONFIDENTIALITY AGREEMENT

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") entered into by and between _____ ("Examiner") and Metropolitan Life Insurance Company ("MetLife"). The Parties acknowledge and agree as follows:

1. **ASA:** GrafTech International Holdings Inc. ("**Employer**") and MetLife entered into an Administrative Services Agreement ("**ASA**") under which all services relate to Employer's employee welfare benefit Plan ("**Plan**"). Pursuant to the ASA, Employer has retained Examiner to perform an examination, audit or other evaluation of the files, books and/or records of MetLife pertaining to the Plan ("**Examination**").
2. **Consideration:** Employer has requested that solely for purposes of the Examination, MetLife disclose to Examiner certain documents, statistical information and other information that commercially valuable, confidential, proprietary and/or trade secret ("**Confidential Information**"). MetLife has agreed to such disclosure subject to the terms of this Agreement. There is mutual consideration for this Agreement.
3. **Examination Date:** The Examination shall take place on the date mutually agreed upon by the Parties.
4. **Confidential Information:** All documents and information of MetLife, its agents, subsidiaries and affiliates, disclosed to Examiner in connection with the Examination, including all copies thereof, constitute Confidential Information disclosed by MetLife to Examiner on a confidential basis under this Agreement, and must be used by Examiner only as permitted by this Agreement. Confidential Information shall not include information: (i) disclosed to Examiner without restriction prior to the Examination or (ii) generally available to the public prior to the Examination through authorized disclosure.
5. **Title:** Title to Confidential Information will remain at all times in MetLife and no transfer of any interest therein is granted.
6. **Use:** Examiner (a) shall not use Confidential Information (deemed to include using, exploiting, duplicating, recreating, modifying, decompiling, disassembling, reverse engineering, translating, creating derivative works or disclosing Confidential Information to another person or permitting any other person to do so) except for purposes of the Examination; (b) shall limit use of Confidential Information only to its authorized employees (deemed to include employees as well as individuals who are agents or independent contractors of Examiner) who have a need to know for purposes of the Examination; (c) shall not copy Confidential Information unless express, prior approval of MetLife to do so has been obtained; and, (d) shall, if required by subpoena or other legal process to disclose Confidential Information, give MetLife reasonable prior notice of such disclosure.
7. **Conflicts of Interest:** Examiner shall not use Confidential Information in any manner to further its own interests other than in performing the Examination.
8. **Relinquishment:** Examiner shall at the conclusion of the Examination relinquish to MetLife all Confidential Information. If during the course of the Examination it is discovered that this Agreement has been breached by Examiner then all Confidential Information shall be relinquished upon demand by MetLife.
9. **Legal Privacy Requirements:** Certain Confidential Information is subject to legal privacy requirements, a violation of which will cause irreparable harm to MetLife. Examiner shall comply with all such requirements.

10. **Persons Bound:** This Agreement binds Examiner, its successors, assigns, agents, employees, subsidiaries and affiliates and Examiner agrees that each, prior to accessing Confidential Information, will have agreed to the terms of this Agreement. This Agreement binds MetLife, its successors, assigns, agents, subsidiaries and affiliates and the rights given by this Agreement to MetLife also extend to these persons and entities.

11. **Damages and Injunctive Relief:** Unauthorized use of Confidential Information by Examiner is a material breach of this Agreement resulting in irreparable harm to MetLife for which the payment of money damages is inadequate, such damages being difficult to ascertain in any event. It is agreed that MetLife, upon adequate proof of unauthorized use, may immediately obtain injunctive relief in any court of competent jurisdiction enjoining any continuing or further breaches and may obtain entry of judgment for injunctive relief. Examiner consents to said injunctive relief and judgment. Nothing in this Agreement shall be construed to limit MetLife's remedies at law or equity in the event of a breach.

12. **Term of Agreement:** This Agreement shall remain in full force and effect so long as any Confidential Information remains commercially valuable, confidential, proprietary and/or trade secret, but in no event less than three (3) years from the date of Examination.

13. **Assignments:** Neither this Agreement nor Examiner's rights or obligations hereunder may be assigned without MetLife's prior written approval.

14. **General:** (a) This Agreement is the entire understanding between the Parties as to the subject matter hereof. (b) No modification to this Agreement shall be binding upon the Parties unless evidenced in a writing signed by the Party against whom enforcement is sought. (c) Headings in this Agreement shall not be used to interpret or construe its provisions. (d) The alleged invalidity of any term shall not affect the validity of any other term. (e) This Agreement may be executed in counterparts.

The Parties have caused their authorized representatives to execute this Agreement.

Metropolitan Life Insurance Company	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____