

# 401(k) Retirement Plan

The Stryker Corporation 401(k) Savings and Retirement Plan gives participants a way to save for their future financial needs.

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## Overview of the Plan

The Plan is a type of profit-sharing retirement plan known as a “401(k)” plan. This means that you may elect to defer part of your compensation and have the Company contribute the deferred amount to the Plan instead of receiving it in your paychecks. The Company may also make discretionary contributions and will make matching contributions, as explained in “Contributions to the Plan” on page 106.

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## Your Accounts

Your pay deferrals and the other Company contributions made for you are placed in accounts in your name. Your accounts are invested together with the other participants’ accounts in certain investment funds. The investment earnings are allocated to the accounts.

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## Your Benefits

Your benefits from the Plan are the vested amounts in your accounts. When you leave the Company and become eligible for benefit payments, the Trustee will make the payments in the form you choose until you have received the full amount owed to you from your accounts. The amount in your accounts will largely depend on the amount of your deferrals, the amount of Company discretionary and matching contributions, and the investment performance of the funds in which you are invested.

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## Tax Deferral

You will not be taxed on the contributions to the Plan, or on the investment earnings credited to your accounts, until these amounts are actually distributed to you from your accounts.

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## Contacting Vanguard

Plan records are administered by The Vanguard Group located in Valley Forge, Pennsylvania. You can access information about the Plan and your accounts (including information on your investment performance, account balance, loan information, current investment elections, and your recent activity) by

- Calling Vanguard’s VOICE Network automated phone service (at **800 523 1188**), which is available 24 hours a day,
- Accessing your account through the Vanguard web site (**www.vanguard.com**), or
- Speaking directly to a Participant Service Associate (“PSA”) during business hours (at **800 523 1188**).

You can also use any of these methods to make or cancel a pay deferral election, change your pay deferrals, change how your existing account balance is invested, change the investment mix of future contributions or your current account balance, and change your Personal Identification Number.

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## Eligibility

If you were a participant in the Plan as of March 31, 2011, you will continue to participate in the Plan as of April 1, 2011. If you were not a participant as of March 31, 2011, you will become a participant in the Plan on the date you become an eligible employee of the Company (but not before your 18<sup>th</sup> birthday).

You are *not* eligible to participate in the Plan if:

- You are employed as a sales representative;
- You are a temporary employee (that is, you were hired for a position that is not permanent and is not expected to continue for more than one year), unless and until you complete 1,000 hours of service during the first 12 months of your employment or during any Plan Year thereafter;
- You are a “leased” employee;
- You are a union employee (unless your collective bargaining agreement provides for participation in the Plan);
- You are employed by one of the Company’s foreign branches;
- You actively participate in another 401(k) or similar plan to which the Company or an affiliate of the Company contributes;

- You are not on the Company's payroll, or you are classified as an independent contractor (even if an agency or court later determines that your relationship to the Company was that of a common law employee); or
- You actively participate in a non-U.S. retirement plan or government retirement system to which the Company or an affiliate of the Company contributes.

If you terminate employment with the Company after you have become a participant, and you later become reemployed, you will resume participation in the Plan on your reemployment date.

### Contributions to the Plan

The Plan has four types of contributions:

- Company Discretionary Contributions
- Pay Deferral Contributions
- Catch-Up Contributions
- Company Matching Contributions

#### *Company Discretionary Contributions*

At the end of each Plan Year, the Company will decide on the amount of its discretionary contribution for that year. The Company is not required to make a discretionary contribution.

#### Who Is Eligible

After you become a participant, you will share in the Company's discretionary contribution, if one is made, for a Plan Year if:

- You are employed on the last day of the Plan Year and have at least 1,000 hours of service during the Plan Year; or
- You terminate employment during the Plan Year as a result of your retirement after reaching age 65, total disability, or death.

An hour of service is each hour for which you are paid or entitled to be paid by the Company or an affiliate of the Company.

#### Contribution Amount

Your share of the Company's discretionary contribution will be a percentage of your compensation while you are a participant during the Plan Year.

#### Example

For example, assume the Company makes a 7% discretionary contribution for a Plan Year in which your compensation is \$30,000. Your share of the Company discretionary contribution is \$2,100.

Your share of the Company's discretionary contribution will be credited to your "discretionary contribution account."

### *Pay Deferral Contributions*

You may contribute to the Plan by deferring a portion of your compensation.

#### How to Make Pay Deferral Contributions

You may elect to defer a portion of your compensation and have the Company contribute your deferred compensation to the Plan on your behalf. These contributions are called "pay deferrals" and are credited to your "pay deferral account." Contact Vanguard (see "Contacting Vanguard" on page 105) to make a pay deferral election.

Your pay deferrals may be any whole percentage up to 75% of your compensation during a Plan Year. However, your total pay deferrals may not exceed the dollar limit described in "Dollar Limit," and the Company may limit pay deferrals for highly paid employees to ensure that IRS nondiscrimination tests are met.

#### Automatic Enrollment

If, upon becoming eligible to participate in the Plan, you fail to make an election either to make pay deferral contributions or to opt out, you will automatically be treated as having made a pay deferral election. Your automatic election will start at 2% of your compensation and will increase by 1% each year until it reaches 8%. This automatic election will cease to apply, however, if and when you make your own pay deferral election or elect not to make pay deferral contributions.

#### Changing, Stopping, Resuming Contributions

You may change your pay deferral percentage or stop or resume your pay deferrals at any time by contacting Vanguard (see "Contacting Vanguard" on page 105). Your instructions will be implemented as soon as administratively feasible.

## Discrepancies

If you think there is a discrepancy between the percentage of pay you elected to defer (or the automatic enrollment percentage, if applicable) and the percentage actually being taken out of your compensation, you should report that discrepancy right away, and in any case by the end of the calendar quarter following the quarter in which the discrepancy occurred. Otherwise you will be deemed to have elected the percentage that is actually being contributed.

## Benefits of Deferring Compensation

There are four benefits of deferring compensation under the Plan.

- First, any amounts contributed to the Plan as a result of your pay deferral election are not subject to current income taxes. As a result, your current taxable income will be reduced.
- Second, the amount contributed to the Plan is invested on a tax-deferred basis. This means you will not pay income tax on the investment earnings that are allocated to your accounts. You will pay income taxes only when you receive your benefits from the Plan. As a result, this tax deferral permits a much more rapid accumulation of funds for your retirement.
- Third, under current provisions of the tax law, you may be ineligible to make deductible contributions to a traditional individual retirement account (“IRA”). Pay deferrals under the Plan allow you to save for retirement on a before-tax basis.
- Fourth, the Company will contribute 50¢ for each \$1 that is contributed to the Plan as a result of your pay deferrals (up to a maximum match equal to 4% of your compensation). The portion of your matching contribution that does not exceed 2% of your compensation will be invested in the Stryker Stock Fund. Matching contributions above 2% of compensation will be invested according to your investment election. See “Company Matching Contributions” on page 108 for a discussion of “matching” contributions.

### Example

Here is an example of how these benefits can affect you:

If you earn \$30,000 per year and you defer 10% of your compensation, your total deferral for the year is \$3,000. The Company contributes your deferral of \$3,000 to the Plan for you, along with a \$1,200 matching contribution, of which \$600 is invested in the Stryker Stock Fund.

In addition, the \$4,200 contribution in your name is increased by any discretionary contribution that the Company makes for you and will reflect any change in value of the investment funds in which your accounts are invested. You will not pay income tax on your \$3,000 pay deferral, the \$1,200 match, any discretionary Company contribution, or any change in investment value until you eventually receive the amount in your accounts after terminating employment (or as a hardship withdrawal or other withdrawal).

## Dollar Limit

Federal law limits the amount of your pay deferrals in a calendar year to \$17,000, subject to adjustments for inflation after 2012 (the “dollar limit”).

If your pay deferrals under all 401(k) plans or other qualified plans in which you participate during a calendar year exceed the dollar limit for that calendar year (January 1 through December 31), the excess amount will be included in your taxable income for the year of the deferral. The excess amount will also be taxed again in the year it is distributed to you if it is not withdrawn by April 15 of the following year. To receive a distribution of the excess amount before April 15, your request for distribution must be made to the Plan Administrator by March 1.

The Company will attempt to make sure that your pay deferral contributions to the Plan do not exceed the dollar limit. However, if you participate in another employer’s 401(k) plan or a pay deferral simplified employee plan (SEP) during the same calendar year, the dollar limit applies to the total deferral contributions to both plans. Also, if you participate in a tax-sheltered annuity plan of another employer, there is an increased combined limit that applies to deferrals to the Plan and the tax-sheltered annuity. You should monitor your pay deferral contributions so that you do not exceed the dollar limit.

## Catch-Up Contributions

If you will be at least 50 years old by the end of the Plan Year and you make the maximum amount of pay deferral contributions allowed under the Plan, you are eligible to make “catch-up” contributions in addition to your pay deferral contributions. The law allows up to \$5,500 in catch-up contributions.

## Company Matching Contributions

To give you an incentive to defer a portion of your compensation, the Company will make “matching” contributions based upon the amount of your pay deferrals. The Company will contribute 50¢ for each \$1 of your pay deferrals, up to a maximum matching contribution equal to 4% of your compensation.

The matching contributions are made as of the end of each Plan Year. To receive a matching contribution, you must be employed on the last day of the Plan Year and must have at least 1,000 hours of service during the Plan Year. You will also be eligible for a matching contribution if you terminate employment during the Plan Year as a result of your retirement after reaching age 65, total disability, or death.

These matching contributions made for you are credited to your “matching contribution account” as soon as administratively feasible following the end of the Plan Year. The portion of your matching contributions that does not exceed 2% of your compensation will be credited to a “2% subaccount” within your matching contribution account, and will be initially invested in the Stryker Stock Fund. Any additional matching contributions are invested in accordance with your election.

### Example

Here is an example of how matching contributions work:

If you earn \$30,000 per year and you defer 10% of your compensation, your total deferral is \$3,000. Your pay deferrals up to 8% of your compensation (\$2,400) qualify for a matching contribution at the rate of 50¢ for each \$1 of deferrals, for a total matching contribution of \$1,200. Of that total matching contribution, \$600 (2% of your compensation) will be invested in the Stryker Stock Fund. The remainder of your matching contribution will be invested in accordance with your election.

## Compensation

The compensation used in calculating the amount of the Company’s contributions (including pay deferral contributions) on your behalf consists of the following (unless listed under “Items Excluded”):

- Wages, salary, and other taxable amounts received for services to the Company;
- Commissions and bonuses;
- Pay deferral contributions to this Plan;

- Pay reduction contributions to a “cafeteria” plan or qualified transportation fringe benefit program; and
- Differential wage payments (wage amounts paid by the Company during any period in which you are performing active military service for at least 30 days) that would have been paid had you been actively employed by the Company during that period.

## Items Excluded

The following items are excluded from compensation for Plan purposes:

- Amounts paid to you before you met the requirements for participating in the Plan;
- Pay reduction amounts or other contributions to a nonqualified deferred compensation plan;
- Distributions from a nonqualified or qualified deferred compensation plan;
- Income from the exercise of a stock option;
- Income from restricted property that becomes taxable under Section 83 of the Internal Revenue Code when the restrictions lapse;
- Income realized on the sale of stock acquired under a statutory stock option;
- Amounts subject to special tax benefits which are not includible in income;
- Reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits; and
- Severance pay.

Federal law requires the Plan to limit to \$250,000 the amount of an employee’s compensation during a Plan Year that may be used in figuring the amount of contributions on behalf of an employee under the Plan for the Plan Year. The IRS may increase the \$250,000 limit in future years for inflation.

## Rollovers

The Plan includes rollover provisions, as follows.

### Rollovers from Eligible Employer Plans

If you receive an “eligible rollover distribution” from an eligible retirement plan of a prior employer, you may be eligible to roll over that distribution to the Plan. An eligible retirement plan means any of the following types of plans:

- A qualified defined contribution or defined benefit plan (other than after-tax contributions);
- A Section 403(b) tax-sheltered annuity (other than after-tax contributions); or
- A Section 457 plan maintained by a governmental employer.

Such a distribution may be rolled over in either of two ways. The distribution may either be paid directly to the Plan by the other plan in a “direct rollover,” or the other plan may pay the distribution to you (subject to any applicable withholding tax), and you will have 60 days after you receive it to contribute it to the Plan.

### Rollovers from IRAs

You may also roll over to the Plan the portion of a distribution from a Section 408 individual retirement account or annuity (IRA) that would otherwise be taxable to you and that is eligible to be rolled over.

More information regarding rollovers is available from the Plan Administrator. Any amount you roll over is placed in your “rollover account.”

## Vesting

The term “vested” refers to the amount in your accounts that cannot be taken away from you regardless of the reason or time that you leave the Company.

### Vested Interest in Your Accounts

The following rules are used to determine if you are “vested”:

- Amounts in your pay deferral account and rollover account are always 100% vested.
- Amounts in your discretionary contribution account and matching contribution account are 100% vested if you attain age 65, become totally disabled, or die while employed by the Company.

You are “totally disabled” if you have a mental or physical condition that makes you eligible to receive Social Security disability benefits. However, total disability does not include disability resulting from:

- Military service
- Criminal activity
- Alcoholism
- Drug abuse
- Intentional self-inflicted injury
- Amounts in your discretionary contribution account and matching contribution account are 100% vested if you have at least five “years of vested service.”

If you leave the Company (for a reason other than retirement after age 65, total disability, or death) before completing five “years of vested service,” all or a portion of the amounts in your discretionary contribution account and your matching contribution account will be forfeited. You will receive only your vested percentage of your discretionary contribution account and your matching contribution account. Your vested percentage is determined as follows:

Years of Vested Service	Vested Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5 or more	100%

### Year of Vested Service

You will receive a “year of vested service” for each Plan Year in which you are credited with at least 1,000 hours of service.

### Forfeitures

The portion of your discretionary contribution account and matching contribution account in which you are not vested is “forfeited.” The forfeiture will occur on the date you receive a distribution of your vested benefits (or the end of the Plan Year in which you have five consecutive breaks in service, if earlier). Any forfeitures from your accounts will be used to reduce the amount of the Company’s matching contribution for the Plan Year in which the forfeiture occurs or to reduce the discretionary contribution which the Company may make for the Plan Year in which the forfeiture occurs.

## *Vesting Rules Upon Reemployment*

If you leave the Company and are later reemployed by the Company, the following rules apply to you:

- For information on your eligibility to join the plan after you are rehired, see “Eligibility” on page 105.
- Your former years of vested service will be restored if your Plan account was partially or fully vested before you terminated employment or if you have fewer than five consecutive vesting breaks in service. You must perform a year of vested service after being reemployed in order for your prior service to be credited.
- The amount you forfeited will be restored if you have fewer than five consecutive vesting breaks in service and you repay the vested amount previously distributed to you within five years after being reemployed.
- If you have five or more consecutive vesting breaks in service and you left the vested portion of the discretionary contribution account or matching contribution account in the Plan, when you are reemployed you will have two subaccounts. The first subaccount, consisting of the vested portion of the discretionary contribution and matching contribution accounts, will be 100% vested. The second subaccount, consisting of amounts added to the discretionary contribution and matching contribution accounts after you are rehired, will vest under the Plan’s normal vesting schedule, based on your years of vested service after the break in service plus your years of vested service before the break in service that are restored under the above rules.

## *Vesting Breaks in Service*

A “vesting break in service” is a Plan Year during which you have not completed more than 500 hours of service. Solely for determining whether a vesting break in service has occurred, if you are absent from work for maternity or paternity reasons you will receive credit for hours of service (but not more than 501) that would have been credited except for the absence. An absence from work for maternity or paternity reasons means an absence caused by pregnancy or childbirth, placement or adoption of a child, or child care immediately following birth or adoption.

If you have performed at least 500 hours of service in the Plan Year in which your absence for maternity or paternity reasons begins, then solely for purposes of preventing a break in service for the Plan Year subsequent to the Plan Year in which such leave begins, you will receive service credit of up to 500 hours for your absence during that Plan Year.

For example, if you take maternity leave in October and have more than 500 hours of service, there is no break in service that year. In addition, in order to avoid a break in service the following year, you will be credited with up to 500 hours of service.

## *Plan Investments*

The Plan offers you a choice of funds to invest the money in your accounts.

### *Investment of Your Accounts*

You may direct the investment of contributions to your accounts in different investment funds made available by the Trustee. Information regarding these funds, including prospectuses, may be obtained by contacting Vanguard (see “Contacting Vanguard” on page 105) or your human resources department.

If you do not make an investment election, contributions to your accounts (other than the 2% subaccount that is invested in the Stryker Stock Fund) will be invested in the age-appropriate Vanguard Target Retirement fund.

You may change your investment election at any time by contacting Vanguard (see “Contacting Vanguard” on page 105). Your change in investment election may apply to future contributions, amounts already invested, or both.

You may transfer at any time all or a portion of your 2% subaccount that is invested in the Stryker Stock Fund to any of the other investment funds available under the Plan, and all or a portion of your 2% subaccount that is invested in other investment funds back into the Stryker Stock Fund. However, you may not transfer any portion of your accounts other than the 2% subaccount into the Stryker Stock Fund.

The Plan is intended to meet the requirement of ERISA Section 404(c) and its regulations. Under these rules, plan fiduciaries may be relieved of liability for losses that are a direct and necessary result of participants’ and beneficiaries’ investment instructions.

## Valuation and Adjustment of Your Accounts

The Trustee will calculate the value of your accounts as of each business day (“valuation date”). The value of your accounts is the total of your investments in the Stryker Stock Fund and each of the other investment funds. Other than the various types of contributions that are credited to your accounts, the following events will also change the value of your accounts:

- **Distributions.** If you receive a distribution or withdrawal, the account or accounts from which it is made are reduced by the amount of the distribution.
- **Investment Results.** As of each valuation date, the Trustee will calculate the value of the investment funds. You should note that the value may increase or decrease and your accounts will be adjusted accordingly. You will receive a quarterly statement that will state both the value of your interest in each investment fund and the total value of your accounts.
- **Expenses.** Investment management fees are paid by the investment funds to which they relate. In addition, accounts are charged with their share of Plan administration expenses that are paid by the Plan. Administrative expenses deducted from your accounts will appear on your quarterly statements.
- **Loans.** If you receive a hardship loan, the account or accounts from which it is made will be reduced by the amount of the loan. Your account or accounts will be increased as you make payments of principal and interest on the loan.
- **Forfeitures.** If you resign or are dismissed before you are fully vested, you will not receive the full amount in your accounts. The portion of your accounts in which you are not vested is “forfeited” and used to reduce the Company’s matching or discretionary contributions.

When your active participation in the Plan ends, you will no longer share in the Company’s matching or discretionary contributions. However, as long as you have not yet received the full amount in your accounts, your accounts will still be adjusted for expenses, investment earnings, gains and losses as well as for distributions.

## Distributions from the Plan

This section describes when you may receive a distribution from the Plan.

### When Benefits Are Distributed

You may request payment of your benefits at any time after you stop working for the Company, after you reach age 65 (even if you are still working), or upon total disability. Once you retire, federal law requires that your benefit payments begin no later than the April 1 after the calendar year in which you attain age 70½ (or in which you retire, if later).

### Severance from Employment for a Reason Other than Death

You are entitled to the vested amount in your accounts if you leave the Company for any reason. (See “Vesting” on page 109 for more information.)

If your vested account balance (other than your rollover account) exceeds \$5,000, you have the option of requesting a distribution of benefits or maintaining your accounts in the Plan. Your benefits will be paid as soon as administratively feasible after you request the distribution.

If your vested account balance (other than your rollover account) does not exceed \$5,000, you do not have the option of maintaining your accounts in the Plan. Your benefits will be distributed to you in a lump sum payment as soon as administratively feasible following your severance from employment.

Whether or not your vested account balance exceeds \$5,000, you may elect to have your lump sum distribution transferred to an eligible retirement plan in a “direct rollover.”

### Automatic Rollovers

If the value of your account exceeds \$1,000 but does not exceed \$5,000, and after receiving all required notices you do not affirmatively elect to receive your distribution directly or to have it rolled over, the vested amount in your accounts will be automatically rolled over by the Plan to an IRA with The Vanguard Group. Your account will be automatically invested in Vanguard Prime Money Market Fund, a fund designed to preserve principal, provide a reasonable rate of return, and maintain liquidity. You will be responsible for paying all fees and expenses assessed against your automatic rollover IRA. The fees and expenses will be comparable to the fees and expenses charged by Vanguard for other IRAs. For additional information on the Plan’s automatic rollover rules, a Vanguard IRA, and the fees and expenses associated with a Vanguard IRA, call Vanguard at **800 523 1188**.

If you receive a distribution before age 59½, the distribution may be subject to a 10% excise tax in addition to being considered taxable income in the year it is distributed to you.

### *Forms of Distribution of Benefits*

If your vested account balance (other than your rollover account) exceeds \$5,000, you may elect whichever of the following forms of payment you prefer:

- **A lump sum payment.** This payment will be made in cash, unless you elect to receive shares of stock for your vested 2% subaccount invested in the Stryker Stock Fund, provided that such vested portion is at least \$1,000 in value (see “Election to Receive Distribution of Stryker Stock” on page 113 for details on this election).
- **Cash payments** in roughly equal annual, quarterly, or monthly installments for a specific number of years. The specific number of years for which the payments will last cannot exceed either your life expectancy or the joint life expectancy of you and your beneficiary.
- **A combination** of a single sum cash payment and cash payments in roughly equal annual, quarterly or monthly installments.

### *Distribution of Benefits upon Death*

#### **Death Before Receiving Benefits**

If you die before you have begun receiving your benefits, the Trustee will pay your vested account balance to your beneficiary in the form (lump sum, installments, or a combination) that you elected in writing before your death. If you made no written election, the form of distribution will be elected by your beneficiary in writing from the optional methods of payment described in “Forms of Distribution of Benefits” on page 112.

Payments to your surviving spouse are required to begin by December 31 of the year following the year of your death or by December 31 of the year in which you would have attained age 70½, if later. Payments to a designated beneficiary other than your spouse are required to begin by December 31 of the year following the year of your death unless you or your beneficiary elects by September 30 of the year following the year of your death to apply the “five-year rule.” If the five-year rule is elected, your entire vested account balance must be distributed no later than December 31 of the year containing the fifth anniversary of your death.

#### **Death While Receiving Benefits**

If you die while receiving your benefits in the form of installment payments, payments will continue to your beneficiary according to the same schedule of installment payments until the amount in your accounts has been completely distributed. Your beneficiary may instead choose to receive the remaining benefits in a lump sum payment.

### *Beneficiary*

If you are married at the time of your death, your spouse will be the beneficiary of the death benefit unless you elect otherwise. If you wish to designate a beneficiary other than, or in addition to, your spouse, your spouse must consent to waive the right to receive the entire death benefit. Your spouse’s consent must be in writing and be witnessed by a notary or Plan representative.

You may appoint one or more beneficiaries by completing and returning a beneficiary designation form to the Plan Administrator. You may change your beneficiary at any time before your death by completing and returning a new beneficiary designation form to the Plan Administrator. If you have not named a beneficiary or your beneficiary predeceases you, payment will be made to your surviving spouse, if any, and otherwise in equal shares to your children or their then living issue by right of representation. If you have not named a beneficiary or your beneficiary predeceases you, and you have neither a surviving spouse nor children (or their living issue) at the time of your death, payment will be made to your estate.

If you designate your spouse as your beneficiary and later become divorced, that designation will no longer be valid.

### *Income Tax Withholding/Direct Rollovers*

#### **Direct Rollovers**

Distributions and withdrawals from the Plan are generally “eligible rollover distributions.” This means that all or a portion of the distributions can be rolled over in a “direct rollover” to an eligible retirement plan (which may be a qualified plan, a Section 408 individual retirement account or annuity (IRA), a Section 403(a) annuity, a Section 403(b) tax-sheltered annuity, a Section 457 governmental plan, or a Roth IRA) that accepts rollovers. If you choose a direct rollover, the Plan will issue a check directly to the eligible retirement plan, and you will not be taxed until you later take it out of the eligible retirement plan (unless the direct rollover is to a Roth IRA, in which case you will be taxed at the time of the rollover).



## Required Withholding

If you receive an eligible rollover distribution from the Plan and do not choose a direct rollover, the Plan is required by law to withhold Federal income taxes of 20% of that amount. The amount of the distribution will be subject to tax in that year unless, within 60 days, you roll it over to an eligible retirement plan that accepts rollovers.

## Other Distributions

A distribution or withdrawal from the Plan is not an eligible rollover distribution, and is not subject to the above rules, if:

- It is paid in installments over a period of 10 years or more;
- It is paid in installments over your life expectancy (or joint life expectancy of you and your beneficiary); or
- It is a hardship withdrawal.

In addition, beginning in the year you reach 70½ or retire (whichever is later), a certain portion of your payment cannot be rolled over because it is a “required minimum payment” that must be paid to you.

A payment from the Plan that is not an eligible rollover distribution is not subject to the direct rollover and mandatory withholding rules described above. If any portion of your distribution is not an eligible rollover distribution, you may elect not to have withholding apply to that portion.

## Excise Tax on Certain Early Distributions

All distributions from the Plan that are not rolled over to an IRA or another plan are taxable income. Further, if you receive a distribution from the Plan before age 59½, federal law imposes an excise tax equal to 10% of the amount of the distribution in addition to regular income tax. The 10% excise tax is imposed unless one of the following exceptions applies:

- The distribution is made as a result of your termination of employment during or after the year you attain age 55;

### More Information

Before receiving a distribution from the Plan, you will receive a Special Notice Regarding Plan Payments that provides more detailed information regarding the above rules as well as special tax rules that may apply.

- The distribution is made as a result of your death or disability;
- The distribution does not exceed your deductible medical expenses (medical expenses which exceed 7.5% of your adjusted gross income);
- The distribution is made under a qualified domestic relations order;
- The distribution consists of excess pay deferral amounts; or
- The distribution is part of a series of substantially equal payments over your life expectancy or over the joint life expectancy of you and your spouse.

## Election to Receive Distribution of Stryker Stock

If you take a lump sum distribution from the Plan you may elect to have your vested 2% subaccount that is invested in the Stryker Stock Fund distributed in shares of stock instead of in cash. To qualify for the election, the value of the Stryker common stock in your vested 2% subaccount must be at least \$1,000. Fractional shares of Stryker common stock, and the part of your vested 2% subaccount that is not invested in Stryker common stock, will be distributed in cash. Hardship withdrawals and withdrawals after age 59-1/2 while you are still an employee do not qualify for the election.

## Special Tax Rule for Net Unrealized Appreciation

If you make the election to receive shares of Stryker common stock as part of your lump sum distribution, you may have the option of not paying tax on the “net unrealized appreciation” of the stock until you sell it. Net unrealized appreciation generally is the increase in the value of the Stryker common stock while it was held by the Plan. If, for example, Stryker common stock was contributed to your account when it was worth \$1,000, but the stock is worth \$1,200 when you receive it, you would not have to pay tax on the \$200 increase in value until you later sell the stock.

## Opting Out of the Special Tax Rule

You may instead elect not to use the special net unrealized appreciation rule. In that case the net unrealized appreciation will be taxed in the year you receive the stock unless you roll over the stock.

## Effect on Withholding

If you receive a distribution of both cash and Stryker common stock in a payment that can be rolled over, the 20% withholding will be based on the entire taxable amount paid to you (including the value of the Stryker common stock determined by excluding the net unrealized appreciation). However, the amount withheld will taken from (and limited to) the cash part of the distribution.

## More Information

Before receiving a distribution from the Plan, you will receive a Special Notice Regarding Plan Payments that provides more detailed information regarding the above rules as well as special tax rules that may apply.

## Loans and Withdrawals

The following describes situations when you may be allowed to request a loan or distribution from your Plan account.

### Hardship Loans

Hardship loans are available to eligible participants who demonstrate that a hardship (as defined below) exists, and that a hardship loan is necessary to relieve the hardship. Additional information on hardship loans will be provided at the time you request a loan application.

### Hardship

A “hardship” means an immediate and heavy need resulting from one of the following:

- Expenses for medical care for you, your spouse, or your dependents;
- Costs (excluding mortgage payments) directly related to the purchase of your principal residence;
- Payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for you or your spouse, children or dependents;
- Payments necessary to prevent eviction from your principal residence or to prevent foreclosure on the mortgage on your principal residence;
- Payments for burial or funeral expenses for your deceased spouse, parent, children or dependents; or
- Expenses (of the type that would qualify for a casualty loss tax deduction) for the repair of damage to your principal residence.

## Eligibility

To qualify for a hardship loan, you must be an active employee of the Company or an affiliate of the Company.

## Minimum Amount

The minimum amount you may borrow is \$1,000.

## Maximum Amount

The maximum amount you may borrow is whichever of following amounts is the smallest:

- The sum of the balances in your pay deferral account and your rollover account
- One-half your vested account balance
- \$50,000 (reduced, if you have had a hardship loan outstanding at any time during the past 12 months, by the highest balance of that loan during that 12-month period)
- The amount necessary to alleviate your hardship

## Number of Loans

You may not have more than one hardship loan outstanding at any time. Not more than one hardship loan will be approved in any 12-month period.

## Collateral

Your hardship loan will be secured by 50% of your vested account balance (measured as of the time you take out the loan).

## Interest

The interest rate charged on your hardship loan will be one percentage point above the prime rate in effect on the first business day of the month in which you apply for the hardship loan.

## Repayments

The maximum period of repayment for any hardship loan is 54 months. A loan account will be set up in your name under the Plan. Your repayments of principal on the loan, together with interest, are made through payroll deductions. The amount of each principal repayment reduces the amount in your loan account and is invested, along with the interest you pay, in the Plan’s investment funds in accordance with your investment election for new Plan contributions.

The amount of your hardship loan may be prepaid in full at any time without penalty. Partial prepayments are not allowed.

If your employment terminates, any outstanding balance on your hardship loan will become due and payable. If it is not repaid within 31 days (or, if earlier, by the valuation date used to determine the amount of your distribution from the Plan), your vested account will be used to repay your loan.

If a hardship loan is not repaid in accordance with the terms of the promissory note and there is a default, the Plan may use your vested account to repay your loan. (However, amounts in your pay deferral account will not be used for this purpose until the time they could otherwise be distributed to you.)

### Processing Charge

You may be charged a processing fee for the cost of processing your loan as well as an annual loan maintenance fee.

### Hardship Withdrawals

If you have a “hardship,” you may be eligible to receive a hardship withdrawal from the Plan. Additional information on hardship withdrawals will be provided at the time you request a withdrawal application. A “hardship” has the same meaning as under the hardship loan rules—namely, an immediate and heavy need resulting from one of the following:

- Expenses for medical care for you, your spouse, or your dependents;
- Costs (excluding mortgage payments) directly related to the purchase of your principal residence;
- Payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for you or your spouse, children or dependents;
- Payments necessary to prevent eviction from your principal residence or to prevent foreclosure on the mortgage on your principal residence;
- Payments for burial or funeral expenses for your deceased spouse, parent, children or dependents; or
- Expenses (of the type that would qualify for a casualty loss tax deduction) for the repair of damage to your principal residence.

You are not eligible for a hardship withdrawal unless you have received the maximum hardship loan available under the Plan (except to the extent that a hardship loan would increase the amount of your need).

### Eligibility

To qualify for a hardship withdrawal, you must be an employee of the Company or an affiliate of the Company.

### Hardship Proof and Certification

You must demonstrate that a hardship (as defined above) exists, and that your hardship cannot reasonably be relieved by any of the following actions (except to the extent those actions would increase the amount of your need):

- Reimbursement or compensation through insurance or otherwise
- Liquidation of your assets
- Discontinuing your pay deferrals
- Plan loans (or loans or distributions from other plans)
- Borrowing from commercial sources on reasonable commercial terms

### Amount Available

The maximum amount you may receive as a hardship withdrawal is whichever of the following amounts is the smallest:

- The sum of the balances in your pay deferral account (excluding investment gains) and your rollover account
- The amount which you certify is necessary to relieve your hardship (including any amounts necessary to pay any Federal, state, or local income tax or penalties expected to result from the hardship withdrawal)

### 12-Month Suspension

If you receive a hardship withdrawal, your pay deferrals under the Plan and employee contributions under all other plans (including stock purchase, stock option, and similar plans) maintained by the Company will be suspended for a period of 12 months after the hardship withdrawal.

### Frequency Limit

You may make only one hardship withdrawal during any 12-month period.

### Withdrawals After Age 59½

You may request a withdrawal of all or part of your pay deferral account and your rollover account at any time after you reach age 59½.

## Other Important Plan Information

The following describes additional information you should know about the Plan.

### *Top-Heavy Status of the Plan*

Federal law imposes certain requirements on “top-heavy” plans. The Plan is top-heavy if more than 60% of the balance in all accounts belongs to certain officers and shareholders of the Company. The Plan is not top-heavy and is not likely to become top-heavy.

If the Plan is top-heavy at the end of the Plan Year, a minimum contribution may be required to the Plan. You will be notified if the Plan is top-heavy and this new requirement applies.

### *Distributions Under Qualified Domestic Relations Orders*

Generally plan benefits may be paid only to you or possibly your beneficiaries or survivors. However, an exception to this may be made as a result of a qualified domestic relations order.

A domestic relations order is a court-ordered payment of benefits in connection with a support order, divorce, legal separation, or custody case. This means the Plan may be obligated to pay part of your account to someone else—for example, your former spouse, children or other dependents—to comply with such an order.

There are specific legal requirements a domestic relations order must meet to be recognized by the Plan Administrator. If you are affected by such an order, you will be notified by the Plan Administrator. You may obtain from the Plan Administrator, without charge, a copy of the procedures applicable to domestic relations orders.

### *Benefits Are Not Insured*

The benefit provisions under the Plan are not covered by the Pension Benefit Guaranty Corporation insurance provisions, because the benefits are determined solely by the amount in your accounts.

### *Claims and Appeals*

If you disagree about a benefit, the Plan allows you to file a written application for review of the issue with the Plan Administrator.

If a claim for benefits is denied in whole or in part, the Plan Administrator will give you written notice within 90 days after the Plan Administrator receives your claim, unless special circumstances outside the control of the Plan Administrator require an extension of the time limit. (The Plan Administrator will notify you of the need and reasons for any such extension, and the date by which the Plan expects to render a decision, before the end of the 90-day period.) The written notice will set forth:

- The specific reasons for denial of the claim;
- Reference to the particular provisions of the Plan on which denial of the claim is based;
- A statement as to any additional facts or information necessary to perfect the claim and an explanation as to why the same is required; and
- A reference to the procedures (described below) for review of the denial of the claim, including a statement of your right to bring a civil action under Section 502(a) of ERISA following a denial of a claim.

If your claim for benefits under the Plan is denied in whole or in part by the Plan Administrator, you have the right to request a review of such denial. The review will be granted upon written request, filed by you with the Plan Administrator within 60 days following receipt of written notice of the denial. A full and fair review will be conducted by the Company’s Retirement Plan Committee. You will be permitted to submit written comments, records and other information relating to the claim and provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim. The Retirement Plan Committee will consider all comments, documents and other information you submitted, without regard to whether that information was submitted or considered in the initial determination.

At any hearing by the Retirement Plan Committee, you will have reasonable notice and an opportunity to be present and be heard in person or by a duly authorized representative. The Retirement Plan Committee will decide the matter with reasonable promptness and in any event within 60 days following receipt of a request for review unless special circumstances exist which require an extension of such time limit. The Retirement Plan Committee will notify you of the need and reasons for such extension, and the date by which the Plan expects to render a decision, prior to the end of the 60 day period. Its decision will be provided to you in writing and will set forth its reasons for the decision; the provisions of the Plan on which the decision is

based; a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to the claim; and a statement of your right to bring a civil action under Section 502(a) of ERISA.

The above appeal procedure applies not only to you but also to a beneficiary or other person who disagrees about a benefit.

If you wish to bring a civil action against the Plan following a denial of your claim on appeal, you must do so within one year of the Retirement Plan Committee's final decision on your claim.

### **Termination or Amendment of the Plan**

Although the Company intends to continue the Plan from year to year, it reserves the right to amend or terminate the Plan at any time. However, because the Plan was established for the exclusive benefit of the Company's employees and their beneficiaries, termination or amendment cannot subtract from your accounts as they exist when the amendment or termination occurs.

If the Plan is terminated, you will have a 100% vested right to your accounts regardless of your years of vested service. After paying the expenses of terminating the Plan, the remaining amounts in the Plan will be distributed to you and the other participants in lump sum payments.

### **Your Rights as a Participant**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants are entitled to:

#### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office, all documents governing the Plan (the Plan document and trust agreement), and a copy of the latest annual report (Form 5500 Series) filed by the Plan Administrator 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 all documents governing the operation of the Plan (the Plan document and trust agreement), and copies of the latest annual report (Form 5500 Series) and updated summary plan description (The Plan Administrator will make a reasonable charge for the copies.)

- Receive a summary of the Plan's annual financial report (The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.)

#### **Prudent Actions by Plan Fiduciaries**

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

#### **Enforce Your Rights**

If your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules (these rights are described in "Claims and Appeals" on page 116 of this summary plan description).

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

## Assistance With Your Questions

If you have any questions about your Plan, 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.

## Additional Information

### Name of Plan

Stryker Corporation 401(k) Savings and Retirement Plan

### Name, Address and Telephone Number of the Company

Stryker Corporation  
2825 Airview Blvd.  
Kalamazoo, MI 49002  
**269 389 2600**

### Company's Identification Number

38-1239739

### Plan Number

002

### Type of Plan

Profit-Sharing/Section 401(k) Plan

### Type of Administration

Self-Administered

### Plan Administrator

Stryker Corporation is the Plan Administrator.

### Name and Address of Agent for Service of Legal Process

Stryker Corporation  
2825 Airview Blvd.  
Kalamazoo, MI 49002

Service of legal process may also be made on the Plan Administrator or the Trustee.

## Name and Address of Trustee

Vanguard Fiduciary Trust Company  
Vanguard Financial Center  
P.O. Box 2900  
Valley Forge, PA 19482

## Plan Year

January 1 through December 31

## Names and Employer Identification Numbers of Participating Employers

Company	Emp. Id. No.
Stryker Corporation 2825 Airview Blvd Kalamazoo, MI 49002	38-1239739
Howmedica Osteonics Corp 325 Corporate Drive Mahwah, NJ 07430	22-2183590
Stryker Communications Inc., 1410 Lakeside Parkway #100, Flower Mound, TX 75028	20-1962228
Stryker Sales Corporation 2825 Airview Blvd. Kalamazoo, MI 49002	38-2902424

## Special Provisions Applicable to eTrauma Participants

The following special rules apply to you if you were employed by eTrauma.com Corp. ("eTrauma") at the time it became a Stryker company or are a former participant in the eTrauma.com Corp. 401(k) Retirement Plan (the "eTrauma Plan") whose account balance was transferred to the Plan as of September 30, 2005.

### Prior Eligibility Service Credit

You will be credited for eligibility purposes of the Plan with your service with eTrauma, including service credited to you under the eTrauma Plan, as if you had been an employee of the Company when that service was performed.

### Accounts

You will have the following additional account in the Plan:

- **eTrauma Matching Contribution Account.** A separate account reflecting your matching contributions to the eTrauma Plan through September 30, 2005 and any other amounts allocable to or chargeable to that account. This account will be subject to the vesting rules described in "Vesting" on page 109.

## Total Disability

You will be considered to have suffered a total disability for purposes of the Plan if your condition meets either the Plan's definition of "total disability" (see "Vesting" on page 109) or the following definition of "disability" (which is based on the eTrauma Plan).

- "Disability" means that the Participant is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months.

## In-Service Withdrawals

In addition your other withdrawal rights under the Plan, you have the following in-service withdrawal rights:

- **Withdrawals After Age 59½.** You may request a withdrawal of all or a portion of your eTrauma Matching Contribution Account at any time after you have attained age 59½.

## Special Provision Applicable to PlasmaSol Participants

The following special rule applies to you if you were employed by PlasmaSol Corp. ("PlasmaSol") at the time it became a Stryker company.

### Prior Service Credit

You will be credited for all purposes of the Plan with your service with PlasmaSol as if you had been an employee of the Company when that service was performed.

## Special Provision Applicable to Porex Surgical, Inc. Participants

The following special rule applies to you if you were employed by Porex Surgical, Inc. or its affiliate ("Porex") and you became an employee of the Company upon Stryker's acquisition of Porex.

### Prior Service Credit

You will be credited for all purposes of the Plan with your service with Porex as if you had been an employee of the Company when that service was performed.

## Special Provision Applicable to Boston Scientific Corporation Participants

The following special rule applies to you if you were employed by Boston Scientific Corporation or its affiliate ("Boston Scientific") and you became an employee of the Company upon Stryker's acquisition of Boston's neurovascular unit.

### Prior Service Credit

You will be credited for all purposes of the Plan with your service with Boston Scientific as if you had been an employee of the Company when that service was performed.

## Special Provision Applicable to Gaymar Industries, Inc. Participants

The following special rule applies to you if you were employed by Gaymar Industries, Inc. ("Gaymar") at the time it became a Stryker company.

### Prior Service Credit

You will be credited for all purposes of the Plan with your service with Gaymar as if you had been an employee of the Company when that service was performed.

## Special Provisions Applicable to Divested Biotech Participants

The following special rules apply to you if you were employed by Stryker Biotech L.L.C. and ceased to be an employee as a result of the sale of the OP-1 portion of Stryker Biotech L.L.C. (the "OP-1 Divestiture") on the date of the OP-1 Divestiture.

### Waiver of Certain Contribution Eligibility Requirements

You will be deemed to have satisfied the Plan's eligibility requirements to receive a discretionary contribution and matching contribution for the 2010 Plan Year.

### Full Vesting

Your discretionary contribution account and matching contribution account will be fully vested and nonforfeitable as of the date you ceased to be an employee.

