

**STRYKER CORPORATION
ADOPTION ASSISTANCE PLAN**

**Amended and Restated
Effective July 1, 2019**

**Stryker Corporation
Adoption Assistance Plan**

Table of Contents

Introduction	1
Article I Definitions.....	2
Article II Eligibility Provisions	3
Article III Adoption Assistance Benefits	4
Article IV Amendment and Termination	6
Article V Administration	7
Article VI Miscellaneous Provisions.....	9
Article VII Claims Procedure	10
Execution Page	12
Appendix I 	13

INTRODUCTION

Stryker Corporation (the "Company") established the Stryker Corporation Adoption Assistance Plan (hereinafter referred to as "Plan") effective January 1, 2001. The purpose of the Plan is to provide Eligible Employees with Adoption Assistance Benefits that are excludable from gross income as provided under Section 137 of the Internal Revenue Code. With Stryker Corporation's written permission, members of its controlled group of companies may, as a Participating Employer, adopt the Plan for such controlled group member's Eligible Employees.

ARTICLE I

Definitions

1.01 Definitions

As used herein, the following words and phrases shall have the following meanings unless a different meaning is plainly required by the context. Words in the masculine gender shall be deemed to include the feminine gender, and words in the feminine gender shall be deemed to include the masculine gender; and unless the context otherwise requires, the singular shall include the plural and the plural the singular. Any headings herein are included for reference only and are not to be construed so as to alter any of the terms of the Plan.

Employee means an active employee of the Employer who is employed on a common law basis, as solely determined by the Company, in a position which is classified by the Employer as full-time and/or part-time who is scheduled to normally render at least 40.0 hours or 20.0 hours of service per week to such Employer, respectively.

Code means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes references to any comparable or successor provisions of any legislation that amends, supplements or replaces such section or subsection.

Company means Stryker Corporation, a corporation organized under the laws of the State of Michigan.

Effective Date means January 1, 2001.

Employer means the Company or Participating Employer.

Participating Employer means any subsidiary or affiliated or associated company of the Company, the board of directors of which company shall have adopted this Plan and, if applicable, a trust agreement, by appropriate action with the written consent of the Company, and subject to any conditions or requirements. Any such subsidiary or affiliated or associated company which so adopts the Plan shall be deemed thereby to appoint the Company, and the trustee, if any, its exclusive agent to exercise on its behalf all the power and authority conferred hereby or by any trust agreement, respectively. The authority of the Company, and the trustee, if any, to act as such agent shall continue until the Plan and any trust is terminated as to the subsidiary or affiliated company as provided in Article IV hereof. Participating Employers and their respective participation dates are described in Appendix I, attached hereto.

Plan means this Stryker Corporation Adoption Assistance Plan.

Plan Administrator means the Company or any person appointed by the Company to administer the Plan as set forth in Article VII.

Plan Year means the calendar year.

Shareholder or Owner means an Eligible Employee (and his or her spouse or dependents) who on any day of the year own more than five percent of the stock or capital or profits interest of the Employer.

Spouse means opposite or same-sex spouse.

ARTICLE II

Eligibility Provisions

2.01 Eligibility

An Employee will become an Eligible Employee and be eligible for adoption benefits under this Plan on the first day of employment service with the Employer.

2.02 Termination of Eligibility

An Eligible Employee shall cease to be eligible for benefits under this Plan on the occurrence of earliest of the following events:

- A. The date this Plan terminates; or
- B. The date the individual ceases to be an Employee.

ARTICLE III

Adoption Assistance Benefits

3.01 Adoption Assistance Benefits

The benefit described in this Article is intended to qualify as a nontaxable employee benefit under Section 137 of the Code, providing adoption assistance benefits to Eligible Employees. The provisions of this Article are to be interpreted in a manner consistent with the requirements of Section 137.

3.02 Definitions

The following definitions shall apply for the purposes of the Article:

- A. "Eligible Child means any individual who, at the time a qualified adoption expense is paid or incurred, is under the age of 18 or is physically or mentally incapable of self-care.
- B. "Qualified Adoption Expenses" means reasonable and necessary adoption fees, court costs, attorney fees, and other expenses that meet each of the following requirements:
 - 1. They are directly related to, and the principal purpose of which is for, the legal adoption of an Eligible Child by the Eligible Employee;
 - 2. They are paid and incurred on and after January 1, 2001;
 - 3. They are paid and incurred while an individual is an Eligible Employee.
 - 4. They are not incurred in violation of federal or state law;
 - 5. They are not incurred in carrying out any surrogate parenting arrangement;
 - 6. They are not expenses in connection with the adoption by an individual of a child who is the child of such individual's spouse;
 - 7. They are incurred by a registered domestic partner who lives in a state that allows same-sex second parent or co-parent to adopt his or her partner's child, as long as those expenses otherwise qualify;

8. They are not otherwise reimbursed;
9. They are submitted after the adoption is final.

Notwithstanding the above, "Qualified Adoption Expenses" do not include travel expenses related to an adoption.

3.03 Maximum Benefits

The maximum amount of Adoption Assistance Benefits that an Eligible Employee (or two Eligible Employees who are married and seeking to adopt an Eligible Child) may receive with respect to the adoption of an Eligible Child is \$5,000. In addition, the Plan will provide benefits for no more than two such adoptions during an Eligible Employee's (or two Eligible Employees who are married and seeking to adopt an Eligible Child) lifetime. In the event that an Eligible Employee attempts two adoptions simultaneously, the Eligible Employee must present documentation of that fact prior to consideration of benefits beyond \$5,000.

The Plan Administrator may further limit the amount of benefits payable to an Eligible Employee who is a Shareholder or Owner so that the total adoption assistance benefits payable to Shareholders or Owners does not exceed five percent of all adoption assistance benefits paid by the Employer during such year.

Employer neither insures nor makes any commitment or guarantee that any amounts paid to or on behalf of an Employee pursuant to the Plan will be excludable from the Employee's gross income for federal, state or local income tax purposes as the amount excludable from an Employee's annual earnings may begin to phase out for some Employees, and may completely phase out for other Employees, when modified adjusted gross income rises above a predetermined threshold set periodically by the Internal Revenue Service.

3.04 Limitations on Benefits

No payment or reimbursement shall be made with respect to any expense:

- A. That was not a Qualified Adoption Expense;
- B. That was incurred while the Employee was not an Eligible Employee;
- C. That was submitted for payment or reimbursement after the Employee had terminated employment;
- D. That is not eligible for reimbursement according to all the provisions and restrictions of Sections 137 of the Code, or

- E. That exceeds the maximum under Section 3.03. Also note that the amount excludable from an employee's annual earnings begins to phase out for some employees, and is completely phased out for other employees, when modified adjusted gross income rises above a predetermined threshold set periodically by the Internal Revenue Service.

3.05 Requests for Reimbursement

An Eligible Employee may submit proof of payment for reimbursement consideration at any time on or before the last day of calendar year following the year in which the Qualified Adoption Expense was incurred. Reimbursement will be made for Qualified Adoption Expenses as soon as practical after complete documentation has been submitted by the Eligible Employee and approved by the Plan Administrator. In the event of the Eligible Employee's death, the Eligible Employee's spouse (or if none, the Eligible Employee's executor or administrator) may apply on the Eligible Employee's behalf for payments permitted under this Article.

ARTICLE IV

Amendment or Termination

4.01 Amendment and Termination

Although it is intended that the Plan will be maintained for an indefinite period of time, the Company, may, at any time, amend, modify, change, revise, discontinue, eliminate or terminate (retroactively if necessary or appropriate) the Plan, or any feature of the Plan without prior notice to the Employee or Participating Employer. A Plan termination shall cease further participation in the Plan by a Participating Employer. In addition, upon Plan termination, no Employee shall continue or commence as an Eligible Employee.

ARTICLE V

Administration

5.01 Plan Administrator

The Company shall be the Plan Administrator whose principal duty shall be to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them.

5.02 Powers and Duties

The Plan Administrator shall administer and interpret the Plan and shall have the sole and absolute discretionary power to take all action and to make all decisions necessary or proper to carry out the terms of the Plan. The determination of the Plan Administrator as to any questions involving the administration and interpretation of the Plan and rights to benefits under the Plan shall be conclusive as to all parties thereto and said determination shall not be overturned unless said determination is arbitrary and capricious. Any discretionary actions to be taken under the Plan by the Plan Administrator with respect to the classification of Eligible Employees, or with respect to benefits and reimbursements on behalf of Eligible Employees, shall be uniform in their nature and applicable to all persons similarly situated and shall not discriminate in favor of officers, shareholders and other highly compensated individuals. Without limiting the generality of the foregoing, the Plan Administrator shall have the following exclusive powers and duties:

- (a) To require any person to furnish such information as it may reasonably request for the purpose of the proper administration of the Plan as a condition to receiving any benefit under the Plan;
- (b) To make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the administration of the Plan;
- (c) To interpret the Plan and to resolve ambiguities, inconsistencies, and omissions;
- (d) To decide all questions concerning the Plan and the eligibility of any individual to participate therein;
- (e) To determine the amount, type and form of benefits which shall be payable to any person in accordance with the provisions of the Plan;
- (f) To direct all payments to be made pursuant to the Plan;

- (g) To maintain accounts showing the fiscal transactions of this Plan and all necessary records for the administration of the Plan;
- (h) To appoint agents or other delegates to make payments or to execute or deliver documents on its behalf;
- (i) To appoint as Plan Administrator such agents, counsel, consultants and actuaries as may be required to assist in the administration of this Plan, and to delegate such duties and powers of the Plan Administrator necessary to the appointee to fulfill its role;
- (j) To appoint a trustee to hold the Plan assets if required under the Code or if deemed desirable by the Plan Administrator;
- (k) To designate by resolution or other writing the date and year to be used for nondiscrimination testing pursuant to the requirements of the Code, if any;
- (l) To otherwise delegate to its appointed assistants, representatives, consultants, counsel, agents, actuaries' specific powers, duties, and responsibilities, as it deems advisable; and
- (m) To prescribe procedures for filing applications for participation and benefit claims under the Plan, to review and act upon such matters, to authorize payment of the claimed benefits, and to review and evaluate an appeal of any denial thereof.

5.03 Nondiscriminatory Exercise of Authority

Whenever, in the administration of the Plan, any discretionary action by the Plan Administrator is required, the Plan Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment.

5.04 Standard of Review/Finality of Action

The Administrator shall perform its duties as the Administrator and in its sole and unilateral discretion shall determine appropriate courses of action in light of the reason and purpose for which this Plan is established and maintained. Any construction of the terms of the Plan that is adopted by the Administrator, and all determinations, actions and decisions by any persons responsible for the administration of the Plan, shall to the extent not inconsistent with the claims procedures shall be final, conclusive and legally binding on all parties, and shall not be overturned unless such determinations, actions, and/or decisions are arbitrary and capricious.

ARTICLE VI

Miscellaneous Provisions

6.01 Information to be Furnished

Eligible Employees shall provide the Plan Administrator with such information and evidence and shall sign such documents, as may reasonably be requested from time to time, for the purpose of administration of the Plan.

6.02 Limitation of Rights

Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Eligible Employee or other person any legal or equitable right against the Company nor any Participating Employer, except as provided herein.

6.03 Governing Law

This Plan shall be construed, administered and enforced according to the laws of Michigan except as may be preempted by federal law.

6.04 Facility of Payment

If the Plan Administrator deems any person entitled to receive any amount under the provisions of this Plan incapable of receiving or disbursing the same by reason of minority, death, illness or infirmity, mental incompetence or incapacity of any kind, the Plan Administrator may, in its discretion, take any one or more of the following actions:

- A. Apply such amount directly for the comfort, support and maintenance of such person.
- B. Reimburse any person for any such support theretofore supplied to the person entitled to receive any such payment.
- C. Pay such amount to a legal representative or guardian or any other person selected by the Plan Administrator for the comfort, support and maintenance of the person entitled to receive such amount, including without limitation, any relative who had undertaken, wholly or partially, the expense of such person's comfort, care and maintenance, or any institution caring for such person. The Plan Administrator may, in its

discretion, deposit any amount due to a minor to his credit in any savings or commercial bank of the Plan Administrator's choice.

6.06 No Guarantee of Tax Consequences

Notwithstanding anything herein to the contrary, the Employer neither insures nor makes any commitment or guarantee that any amounts paid to or on behalf of an Employee pursuant to the Plan will be excludable from the Employee's gross income for federal, state or local income tax purposes.

6.07 Funding

Payments due under the Plan will be made from the general assets of the Employer and no funds will be escrowed or earmarked to pay benefits.

6.08 Indemnification of Employer by Employee

If an Employee receives one or more payments in accordance with applicable Plan provisions that are not for Eligible Adoption Expenses, such Employee shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal, state or local income taxes from such payments. Such indemnification and reimbursement shall not exceed the sum of the amount of additional federal and state income taxes that the Employee would have owed if the payments had been made to the Employee as regular cash compensation. In the alternative and in the discretion of the Employer, the Employee shall return to the Employer any erroneous payment received by the Employee under this Plan.

ARTICLE VII

Claims Procedure

7.01 Claims Filing Procedure

Claims for Adoption Assistance Benefits shall be submitted by the Eligible Employee (or his duly authorized representative) directly to the Employer on such forms as are prescribed by the Employer for filing proof of claim. The claimant may be required to provide such other information as the Claims Administrator may deem necessary for determining the validity of any claim.

7.02 Payment of Claims

Upon submission of proof of a valid claim, Adoption Assistance Benefits shall be paid to an Eligible Employee as otherwise provided for in accordance with all relevant provisions of this Plan.

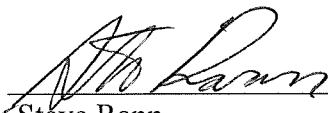
7.03 Claims Review Procedure

- A. If a claim is denied in whole or in part, the claimant will be notified in writing by the Plan Administrator within 90 days after receipt of the claim. An additional 90 days may be required for processing the claim if special circumstances are involved. The claimant will be given notice of any such additional time within the first 90-day period. The notice will state the special circumstances involved and the date a decision is expected.
- B. The notice of denial will include the following:
 - (1) The specific reason(s) for denial;
 - (2) Specific reference to the provision of the Plan which forms the basis of the denial;
 - (3) A description of additional information, if any, which may enable a claimant to receive the benefits sought and an explanation of why it is needed; and
 - (4) An explanation of the claims review procedure.
- C. A claimant who fails to receive a response to his claim within 90 days of submission allowing reasonable time for mailing may proceed to the claim review stage set out in section 7.03 D., below.
- D. The claimant may file an appeal at any time during the 60-day period following receipt of the notice of denial of the claim. In the case of a claimant who does not receive a timely response to his claim, an appeal may be filed within 150 days of the date that the claim was first filed. The appeal must be made by writing to the Plan Administrator. The claimant, in the course of this appeal, should state the reasons he believes the claim denial was improper and submit any additional information, material or comments which he considers appropriate. He may also review any pertinent documents related to the claim.
- E. The claimant will receive a written decision on the appeal which states the specific reason(s) for the decision and specifically references the provision of the Plan on which the decision is based. This decision will be issued within 60 days of the date the appeal was received unless special circumstances require an extension of time. In no event shall the

extension of time go beyond 120 days of the date the appeal was received. The claimant will be given notice within the first 60-day period if an extension of time is necessary. The decision of the Plan Administrator shall be final and binding on all parties and shall be subject to the standards described in Plan Section 5.04.

IN WITNESS WHEREOF, the Company has caused this amended and restated Plan to be executed in its name and behalf by its officer thereunto duly authorized to be effective July 1, 2019.

STRYKER CORPORATION

By: 
Steve Rann
Vice President, Global Total Rewards

**Stryker Corporation
Adoption Assistance Plan
Appendix I**

Participating Employers

Stryker Corporation	38-1239739
Stryker Sales Corporation	38-2902424
Howmedica Osteonics Corp.	22-2183590
Stryker Employment Company, LLC	83-1484034
Stryker Communications Inc.	20-1962228
Stryker Sustainability Solutions	86-0898793
Stryker Performance Solutions, LLC	46-1634423