# MITUTOYO RESEARCH & DEVELOPMENT AMERICA, INC.

# PREMIUM CONVERSION AND HEALTH SAVINGS ACCOUNT CONTRIBUTION PLAN SUMMARY PLAN DESCRIPTION

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MITUTOYO RESEARCH & DEVELOPMENT AMERICA, INC.
PREMIUM CONVERSION AND HEALTH SAVINGS ACCOUNT
CONTRIBUTION PLAN

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SUMMARY PLAN DESCRIPTION

This summary plan description ("SPD") describes the Mitutoyo Research & Development America, Inc. Premium Conversion and Health Savings Account Contribution Plan (the "Plan"). Mitutoyo Research & Development America, Inc. (the "Employer") established the Plan to enable its employees to elect to reduce their compensation and make certain employee contributions on a pre-tax basis. This SPD explains how the Plan works, who administers it and the eligibility requirements. However, it is not the actual Plan. The actual Plan is a legal document which any employee may review and receive a copy upon request to the Plan Administrator. In the event of any conflict between any statements in this SPD and the provisions of the Plan, the provisions of the Plan will govern.

Plan records are maintained on the basis of the twelve-month period ending on December 31, which is called the "Plan Year."

Section 1. Purpose.

If you choose to participate in the Plan, you may elect to pay for one or more of the available "Benefit Options" (see Section 6 below), including contributions to a Health Savings Account ("HSA") (see Section 7 below), through pre-tax deductions from your compensation. Generally, the amount of your earnings that you elect to use to pay for your Benefit Options will not be subject to federal or state income tax or Social Security tax ("FICA").

The Plan is called a "Section 125 Plan" because, under Internal Revenue Code Section 125, it enables you to choose between cash compensation which is currently taxable to you and pre-tax contributions (within the limits permitted under the tax laws). You can decide which Benefit Options to choose. The Plan may also be referred to as a "cafeteria plan," which means that it is operated to give you a choice among pre-tax contributions (*e.g.*, for health care coverage) and after-tax cash compensation.

Section 2. How the Plan Works.

The Plan permits you to make pre-tax contributions to pay for certain "Benefit Options" for yourself and, if applicable, your spouse and eligible children. To use part of your cash compensation to purchase a Benefit Option under the Plan, you must complete and submit an election form required by the Plan Administrator, if you are not automatically enrolled. If required, the election form will indicate the Benefit Option or Benefit Options that you selected and the amount of money that will be deducted from your compensation to pay your share for those Benefit Options. The Employer deducts a pro-rated amount from each of your paychecks during the Plan Year.

Deducted amounts are credited to bookkeeping accounts maintained by the Employer in your name. Whenever you incur an expense which is covered by a Benefit Option you have elected, you must file a claim form in accordance with the procedures that apply to that Benefit Option.

Under current tax laws, amounts deducted from your cash compensation to purchase Benefit Options are generally not treated as taxable income. Therefore, when you use the Plan to pay for Benefit Options on a pre-tax, rather than on an after-tax basis, you should end up with more after-tax income to spend.

Contributions for coverage of eligible domestic partners are generally made on an after-tax basis.

Section 3. Eligible Employees.

All employees who are eligible for coverage under a Benefit Option are immediately eligible to participate in this Plan.

Section 4. How to Enroll in the Plan.

If you are not automatically enrolled in the Plan, you can enroll in the Plan by completing an election form for the Benefit Option(s) you have selected and filing the completed forms with the Plan Administrator on the date you first become eligible to enroll or during an open enrollment period before the beginning of the Plan Year. Coverage generally runs from the beginning of the Plan Year (or your date of initial eligibility) through the end of the Plan Year and, with the exception of HSA contribution elections, cannot be changed or revoked unless you experience a "Change in Status" Event (described in Section 5 below).

Except for the Change in Status Events rule, there is no provision for stopping or starting payroll deductions or changing the amount of deductions at different times throughout the year. It is an IRS requirement that a pro-rated amount be deducted throughout the entire Plan Year. This limitation does not apply to contribution elections for HSAs.

Once you have enrolled in the Plan, again with the exception of HSA contributions, you will not need to complete another election form for any subsequent Plan Year to continue participation unless you want to revoke or modify your election.

If you cease to be a participant due to termination of employment and are rehired within 30 days, then your election that was in effect prior to your termination of employment shall be reinstated. If you are rehired more than 30 days following termination of employment, then you shall be treated as a new employee.

Section 5. Change in Status Events.

As explained in Section 4 above, with the exception of HSA contribution elections, your election must remain in effect from the beginning of the Plan Year (or your date of initial eligibility) through the end of the Plan Year, unless you revoke or change your election due to a Change in Status Event. In accordance with IRS rules, when you experience a significant change in your status or your personal circumstances during a Plan Year that affects your need or eligibility for a Benefit Option, you can change your election by increasing or decreasing the amount you have deducted from your salary, or you may elect a Benefit Option or discontinue one. Any change you make must be consistent with the Change in Status Event. Examples of a Change in Status Event include the following:

(i) a change in your legal marital status, including marriage, death of a spouse, divorce, legal separation or annulment;

(ii) a change in the number of your children, including due to the birth, adoption, placement for adoption, or death of a child;

(iii) a change in your employment status or your spouse's or covered child's change in employment, including a termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; and a change in worksite;

(iv) your child satisfies or ceases to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance as provided in the plan under which you receive coverage;

(v) you and/or your spouse or covered child has a change of residence; or

(vi) your spouse or covered child makes an election change during an open enrollment period under his or her employer's cafeteria plan, but only if the change under this Plan is consistent with and on account of your spouse's or covered child's change.

These are just some examples of Change in Status Events that may entitle you to make a change in your election during a Plan Year. Please consult the Plan Administrator for other circumstances that may be permissible Change in Status Events.

You must inform the Plan Administrator and make the change in your election within 30 days after the event that results in a Change in Status Event. If the Change in Status Event is the birth, adoption or placement for adoption of a child, then the effective date of the enrollment or change in election is the date of the child's birth, adoption or placement for adoption. If you do not inform the Plan Administrator of your need to make such a change within that 30-day period, you will then have to wait until the next open enrollment period to make a change in your election.

Please consult the Plan Administrator for additional information or if you have questions about Change in Status Events.

Section 6. Benefit Options Available Under the Plan.

Under the terms of the Plan, the Employer is authorized to offer you a salary reduction to pay for certain "Benefit Options" with pre-tax income as an alternative to cash compensation. These "Benefit Options" may change from time to time, depending on changes in the tax laws and other factors. The Benefit Options currently available to you under the Plan are as follows:

PPO Medical Plan

HSA Medical Plan

WA HMO HSA Medical Plan

Delta Dental PPO Plan

Basic Life & AD&D Insurance Plan

Group Long-Term Disability Plan

Group Short-Term Disability Plan

Employee Assistance Plan

Limited Purpose Health Care FSA

CA HMO HSA Medical Plan

Other Plans – Other benefit plans may be added as Benefit Options in the future. If any other plans are added, you will receive written notice of the terms for participation in these plans.

Section 7. Health Savings Account Contributions.

An HSA is an account established under Section 223 of the Internal Revenue Code. If you are a "Health Savings Account-Eligible Individual" (see below), you may elect to make contributions to an HSA.

An HSA is not an Employer-sponsored benefit plan. It is an individual trust or custodial account separately established and maintained by a trustee or custodian outside of the Plan. Consequently, the HSA trustee or custodian, not the Employer, will establish and maintain the HSA.

Terms and conditions of coverage and benefits (*e.g.*, eligible medical expenses, claims procedures, etc.) will be provided by, and are set forth in, the HSA trust or custodial agreement

provided by the applicable trustee or custodian to each electing Participant. The Employer has no authority or control over the funds deposited in an HSA.

A "Health Savings Account-Eligible Individual" means an individual (other than an individual who can be claimed as a tax dependent or who is entitled to Medicare) who has elected qualifying High Deductible Health Plan coverage and who has not elected any disqualifying non-High Deductible Health Plan coverage pursuant to Section 223(c) of the Internal Revenue Code. A "High Deductible Health Plan" is a health plan that meets the statutory limits for annual deductibles and out-of-pocket expenses for individual coverage or for family coverage, as defined in Section 223(c)(2) of the Internal Revenue Code. "Disqualifying coverage" includes coverage under your spouse's medical insurance plan or a general purpose health care flexible spending account offered under the Employer's or your spouse's cafeteria plan.

You may not elect an HSA contribution if you are also covered by a general purpose health care flexible spending account. In addition, if you were covered by a general purpose health care flexible spending account for the prior Plan Year, you may be ineligible for HSA contributions if the health care flexible spending account has a grace period or carryover feature as part of its design.

An election to change an HSA contribution amount can be made at any time, and will generally be effective on the first day of the calendar month following the date of the election.

Your total annual contribution for HSA benefits must not exceed the statutory maximum amount for the calendar year in which the contribution is made. An additional catch-up contribution may be made if you are age 55 or older.

The statutory limits are indexed for inflation each year. The Plan Administrator will inform you of the dollar amounts relating to each of these statutory requirements for the current year.

In addition, the maximum annual contribution shall be reduced by the Employer contributions (if any) made on your behalf to the HSA.

The Employer, in its sole discretion, may make a contribution to your HSA in an amount to be determined by the Employer and communicated to you in a separate announcement. The Employer may change the timing or amount of, or eliminate entirely, its contribution at any time, and will notify you if it does so.

Section 8. Procedures for Claiming Benefits.

If you believe that you are not receiving credit for the proper contribution amount, you must file a written claim with the Plan Administrator setting forth the nature of the claim and the relief or correction sought. The Plan Administrator will respond to the claim within 90 days of its receipt (unless special circumstances require an extension). This procedure does not apply to Benefit Options available under the Plan. To file a written claim for benefits under one of the

Benefit Options, you should refer to the summary plan description for such Benefit Option or contact the Plan Administrator.

If your claim is denied in whole or in part, you will receive a written notice from the Plan Administrator setting forth the specific reasons for the denial, specific reference to the pertinent provisions of the Plan on which the denial is based, a description of any additional material or information necessary for the claim to be approved, and a description of the claims review procedure under the Plan.

You are entitled to have the denial reviewed again by the Plan Administrator and, in connection with that review, you or your representative is entitled to examine all Plan documents and submit issues and comments in writing. If you want the Plan Administrator to review the denial, you must inform the Plan Administrator in writing within 60 days after you receive the Plan Administrator's notice of denial. The Plan Administrator will inform you in writing of the final decision and the specific reasons for that decision within 60 days of your request for review (unless special circumstances justify a delay).

Section 9. Plan Amendment or Termination.

The Employer expects to maintain the Plan indefinitely but reserves the right to amend or terminate the Plan if the Employer believes the situation so requires. If you have elected to participate in the Plan, you will be notified in writing if there is any significant amendment or if the Plan is terminated. If the Plan is terminated, the Employer will cease deducting contributions from your salary to pay for Benefit Options. However, all previous salary deductions will be used to pay for Benefit Options.

Section 10. Miscellaneous Information.

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| Type of Plan: | The Plan is a cafeteria plan intended to qualify under Section 125 of the Internal Revenue Code. |
| Plan Year: | The Plan Year is the twelve month period ending December 31. |
| Plan Sponsor: | Mitutoyo Research & Development America, Inc.<br>11533 NE 118th St., Suite 200<br>Kirkland, Washington 98034<br>(425) 821-3906 |
| Plan Sponsor's Identification Number: | 91-1340657 |
| Plan Administrator: | Mitutoyo Research & Development America, Inc.<br>11533 NE 118th St., Suite 200<br>Kirkland, Washington 98034<br>(425) 821-3906 |
| Agent for Service of Legal Process: | Mitutoyo Research & Development America, Inc.<br>11533 NE 118th St., Suite 200<br>Kirkland, Washington 98034<br>(425) 821-3906<br><br>Service of legal process may also be made upon the Plan Administrator. |
| For Questions Please Call: | Mitutoyo Research & Development America, Inc.<br>11533 NE 118th St., Suite 200<br>Kirkland, Washington 98034<br>(425) 821-3906 |