# Canon Medical Systems U.S.A., Inc. 401(k) Savings Plan SUMMARY PLAN DESCRIPTION

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# Introduction

The Canon Medical Systems U.S.A., Inc. 401(k) Savings Plan is a defined contribution, profit sharing plan sponsored by Canon Medical Systems U.S.A., Inc. ("Canon Medical Systems" or the "Company").

The purpose of the Plan<sup>1</sup> is to enable eligible Employees of the Company and Participating Employers to save for their retirement. The Plan also provides certain benefits in the event of death, disability, or other termination of employment. The Plan is maintained for the exclusive benefit of Participants and their beneficiaries.

This booklet is called a Summary Plan Description (an "SPD") and it contains a summary of your rights and benefits under the Plan as of February 1, 2021. If you have difficulty understanding any part of this SPD, you should call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research USA, Inc. ("Canon Medical Research") employee for assistance.

This SPD is a brief description of the Plan. It is not meant to interpret, extend or change the Plan document in any way. A copy of the Plan document is on file with the Plan Administrator and may be read by any Employee at any reasonable time. The Plan document shall govern in the event of any discrepancy between this SPD and the actual provisions of the Plan.

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<sup>&</sup>lt;sup>1</sup> Capitalized terms, such as "Plan" and "Company" and others are defined in Article 12.

# **Article 1 – Eligibility and Participation**

# **Eligibility Requirements**

In general, if you are an Employee of a Participating Employer other than a Short-Term Employee, you are eligible to begin participating in the Plan after you have completed 30 Days of Service with an Affiliated Employer. If you terminate employment before becoming a Participant in the Plan, your Days of Service prior to your termination from employment will be maintained if you are rehired within five years of your termination (or such longer period as may be required by applicable law). However, when five years have passed since your termination, your pre-termination Days of Service will be forfeited.

If you are a Short-Term Employee, in general, you are eligible to begin participating in the Plan after you complete a Year of Service.

If you are an Employee of a corporation acquired by the Company or an Affiliated Employer that was not previously an Affiliated Employer, you will not be eligible to participate until the acquired corporation becomes a Participating Employer.

However, if you fall within any of the following categories, you are not eligible to participate in the Plan:

- An Employee who has not reached age 21;
- Any person who is supplied to a Participating Employer by or through employment, leasing, or temporary service agencies and who is paid by or through an agency or third party (even if that person is later found to be a common law employee of a Participating Employer by a court or agency);
- Any person classified or treated by a Participating Employer as an independent contractor (even if that person is later found to be a common law employee of a Participating Employer by a court or agency);
- An Employee who participates in the employee benefit programs of Canon U.S.A., Inc. or any of its non-U.S. subsidiaries;
- An Employee who is a member of a unit of employees covered by a collective bargaining agreement to which a Participating Employer is a party and which does not specifically provide for the coverage of such employees under the Plan;
- An Employee who is a nonresident alien receiving no earned income from sources within the United States; or
- An Employee who is eligible to participate in another tax-qualified defined contribution plan sponsored by an Affiliated Employer.

# **Commencement of Participation**

Once you have satisfied the Plan's eligibility requirements, you may elect to become a Participant by contacting the Plan's voice response system at 1-800-922-9945 or by using the Plan's interactive web site at rps.troweprice.com.<sup>2</sup> Once you make the election, your participation in the Plan will commence as soon as administratively practicable. You may also become a Participant through the Plan's automatic enrollment provisions, described below. If, prior to your election to participate or your automatic enrollment, you are eligible to participate in the Plan and are credited with an employer discretionary contribution, you will become a Participant on the date that an Account is established to hold such contribution.

### **Automatic Enrollment**

If you are hired or rehired by a Participating Employer, you will be automatically enrolled in the Plan once you satisfy the Plan's eligibility requirements. Written notice of your pending automatic enrollment will usually be mailed to you at least 30 days prior to the effective date of your automatic enrollment in the Plan.

If you do nothing after receiving your automatic enrollment notice letter, your Plan contributions will begin as soon as administratively practicable following the automatic enrollment date specified in your enrollment letter. Contribution amounts will be withheld from your paycheck and contributed to your Account. You will be defaulted to an 8% elective deferral contribution percentage (as explained in the section titled "Elective Deferral Contributions" in Article 2 of this SPD). If you do not make an investment election pursuant to Article 4 of this SPD, your contributions will be invested in the qualified default investment fund listed in your automatic enrollment notice letter.

If you wish to select a different elective deferral contribution percentage, change the investment fund(s) in which your contributions are elected, or opt-out of participating in the Plan before or after your automatic enrollment goes into effect, you may do so via the Plan's voice response system at 1-800-922-9945 or by using the Plan's interactive web site at rps.troweprice.com.

Please note, the automatic enrollment rules will apply every time you are rehired by a Participating Employer, even if you have previously elected not to participate in the Plan or previously affirmatively elected to make elective deferral contributions or Roth elective deferral contributions.

<sup>&</sup>lt;sup>2</sup> T. Rowe Price is currently the Plan's recordkeeper.

### **Article 2 – Contributions**

### **Elective Deferral and Roth Elective Deferral Contributions**

You may elect to contribute a percentage of your Compensation on a pre-tax basis into the Plan after you satisfy the Plan's eligibility requirements. Your pre-tax contributions are referred to as elective deferral contributions or elective deferrals.

You may also elect to contribute a percentage of your Compensation on an after-tax basis into the Plan after you satisfy the Plan's eligibility requirements. Your after-tax contributions are referred to as Roth elective deferral contributions or Roth elective deferrals.

Your election to contribute is made via the Plan's voice response system at 1-800-922-9945 or by using the Plan's interactive web site at rps.troweprice.com. Each payroll period, a percentage of your Compensation equal to the percentage you have elected to contribute on a pre-tax and/or after-tax basis will be withheld from your paycheck and contributed to the Plan on your behalf. You may elect to contribute, in whole numbers, from 1% to 75% of your Compensation as a combination of elective deferrals or Roth elective deferrals. Your total amount of elective deferrals and Roth elective deferrals for a calendar year cannot exceed the lesser of 75% of Compensation or \$19,500 for the 2021 Plan Year (this dollar amount is subject to adjustment each year). If this dollar limit is exceeded, excess amounts will first be withdrawn from elective deferrals and then from Roth elective deferrals.

You will automatically be placed in the Plan's automatic increase service unless you:

- Make an affirmative election to set your contribution rate for elective deferrals and Roth elective deferrals to zero percent (0%), or
- Make an affirmative election to opt out of the automatic increase service (which includes electing to participate in the Plan's voluntary automatic increase service described below).

If you make no affirmative election, your deferral election will increase automatically by one percent (1%) of Compensation each Plan Year, until your combined pre-tax and Roth elective deferral contribution rate reaches 15%. Annual increases will take effect in the first pay period that begins on or after July 1 of each Plan Year. However, no automatic increase will occur unless you have been actively contributing to the Plan throughout the entire July 1 – June 30 period immediately preceding the date of increase. In addition, if you make any changes to your pre-tax or Roth elective deferral contributions levels between May 1 and June 30 of a Plan Year, you will not be included in the automatic increase service for that Plan Year.

For example, an Employee who is hired in 2021, who was automatically enrolled in the Plan and began making contributions as of July 1, 2021, and who does not opt out or reduce her elective deferrals and Roth elective deferrals to zero percent (0%) during the entire period between July 1, 2021 and June 30, 2022, will have her deferral election automatically increased by one percent (1%) in the first pay period beginning in July 2022.

All Participants may also voluntarily elect to participate in the Plan's automatic increase service. If you elect this service, the percentage of your Compensation contributed to the Plan will be increased each year. If you elect to participate, you may specify the amount of the annual increase in your elective deferral contribution percentage, the amount of the annual increase in your Roth elective deferral contribution percentage, the month in which the increase will take effect each year, and the maximum contribution percentage (generally, up to 75% of your Compensation) to which your deferral contributions will increase. If you elect to have automatic increases for both elective deferrals and Roth elective deferrals, the increase for elective deferrals will take priority if a scheduled increase to both would cause you to exceed your maximum contribution percentage.

Each year, you will be notified of your automatic increase at least 30 days prior to the date it is scheduled to take effect.

If you will have reached at least age 50 by the end of the calendar year, you are eligible to make catch-up contributions to the Plan over and above the annual limit (\$19,500 for the 2021 Plan Year) on deferral contributions discussed above. Catch-up contributions can be in the form of elective deferral elections, Roth deferral elections or a combination of both. Your elective deferrals that are contributed as catch-up contributions are referred to as elective deferral catch-up contributions. Your Roth elective deferrals that are contributed as catch-up contributions are referred to as Roth elective deferral catch-up contributions. When referring to either elective deferrals or Roth elective deferrals contributed as catch-up contributions, they are called catch-up contributions. These contributions, which are subject to the same distribution rules as your elective deferral and Roth elective deferral contributions, are limited to \$6,500 for the 2021 Plan Year (this dollar amount is subject to adjustment each year). However, the \$19,500 (as adjusted) and 75% of Compensation limitations applicable to elective deferral and Roth elective deferral contributions do not apply. If you are eligible to make catch-up contributions and your elective deferrals and Roth elective deferrals exceed the \$19,500 limit (as adjusted), your elective deferrals and Roth elective deferrals will automatically be designated as catch-up contributions. Therefore, if you are eligible to make catch-up contributions, you will be subject to a total limit of \$26,000 (for 2021 and as adjusted in future years), rather than the \$19,500 limit (as adjusted).

Your elective deferral contributions, Roth elective deferral, and catch-up contributions belong to you and cannot be forfeited for any reason. However, there are special Internal Revenue Code rules which must be satisfied and may require that the amount of your contributions be reduced. If a reduction in your contribution is necessary, you will be notified by the Plan Administrator.

You may increase or decrease the amount you contribute or completely suspend making elective deferral contributions or Roth elective deferral contributions at any time by contacting the Plan's voice response system at 1-800-922-9945 or by using the Plan's interactive web site at rps.troweprice.com. Your revised contribution election(s) will generally take effect as soon as administratively practicable based on your Participating Employer's payroll structure.

# **Employer Matching Contributions**

Once you begin making elective deferral contributions, Roth elective deferral contributions or catch-up contributions (collectively, "Participant Contributions"), your Participating Employer will match a portion of these contributions.

The amount of employer matching contributions made on your behalf is determined on a Participating Employer-by-Participating Employer basis. For Employees of Canon Medical Systems and Canon Medical Research, the amount of employer matching contributions made on your behalf is equal to 50% of your Participant Contributions for each payroll period, up to a maximum of 8% of your Compensation for the particular payroll period.

In addition, if you are a Participant who is eligible to participate at any time during the last payroll period ending within the Plan Year, your Participating Employer may make an additional employer matching contribution, an "employer matching contribution true-up," on your behalf after the end of the Plan Year. The employer matching contribution true-up is determined on a Plan Year basis rather than payroll period basis and ensures that you receive the maximum employer matching contribution permissible under the terms of the Plan. Call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information on how the employer matching contribution true-up is calculated.

In general, once you "vest" in your employer matching contributions (as described in Article 5 of this SPD), they belong to you and cannot be forfeited unless the Internal Revenue Code contribution limits described at the end of this Article 2 are exceeded. However, there are special Internal Revenue Code rules which must be satisfied and may require that the amount of your employer matching contributions be reduced. If a

reduction in your employer matching contributions is necessary, you will be notified by the Plan Administrator.

## **Employer Discretionary Contributions**

Each Plan Year, your Participating Employer may elect to make a discretionary contribution of up to 3% of your Compensation with respect to that Participating Employer. You will not receive an employer discretionary contribution for a Plan Year unless the board of directors of your Participating Employer or its delegate specifically provides for employer discretionary contributions for the Plan Year. The level of employer discretionary contributions may vary among Participating Employers for any Plan Year.

If your Participating Employer elects to make a discretionary contribution, you will be eligible to receive an employer discretionary contribution if you are employed as an Eligible Employee at any time during the last payroll period ending with the Plan Year to which the employer discretionary contributions relate.

In general, once you "vest" in your employer discretionary contributions (as described in Article 5 of this SPD), they belong to you and cannot be forfeited unless the Internal Revenue Code contribution limits described at the end of this Article 2 are exceeded. However, there are special Internal Revenue Code rules which must be satisfied and may require that the amount of your employer discretionary contributions be reduced. If a reduction in your employer discretionary contributions is necessary, you will be notified by the Plan Administrator.

# **After-Tax Non-Roth Voluntary Employee Contributions**

In general, after-tax non-Roth voluntary employee contributions are not permitted by the Plan. However, you may have after-tax voluntary employee contributions in your account if such contributions were transferred from the Toshiba America, Inc. 401(k) Savings Plan when the Plan was originally established.

### **Rollover Contributions**

In general, you can roll over all or part of an "eligible rollover distribution" you received from a prior employer's qualified plan (including a 401(k) plan), 403(a) annuity plan, 403(b) plan, governmental 457(b) plan, traditional individual retirement account or annuity ("IRA"), conduit IRA, SIMPLE IRA, or SEP IRA into the Plan. If you have received a lump sum distribution from (1) a defined benefit plan maintained by a Participating Employer; (2) the Toshiba America, Inc. Retirement Plan, or (3) the Toshiba America Business Solutions, Inc. Retirement Plan, that amount may be rolled over to the Plan as long as you are a Participant, even if you are not otherwise currently

eligible to make contributions to the Plan. If the rollover to the Plan is not a direct rollover (<u>i.e.</u>, you received a cash distribution from your prior employer's plan or from your IRA), then it must generally be received by the Trustee within 60 days of your receipt of the distribution. Except for Roth rollover contributions, no after-tax amounts may be rolled over into the Plan. Roth rollover contributions are direct rollovers to the Plan from the Roth contribution arrangement of a prior employer's qualified plan, 403(b) plan, or governmental 457(b) plan.

However, before accepting any rollover contributions, the Plan Administrator must determine to its satisfaction that accepting such contributions is permitted under Internal Revenue Code rules.

If you do not specify the investment fund or funds to which your contributions will be rolled over, your contributions will be rolled over according to your current mix of investment funds elected pursuant to Article 4 of this SPD. If you have not made an investment election pursuant to Article 4 of this SPD, your contributions will be rolled over to the Plan's qualified default fund as would apply to you if you were subject to automatic enrollment in the Plan at the time of your contribution. Call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information about the qualified default fund that would apply to you.

### **In-Plan Roth Rollover Contributions**

You may also elect to transfer your eligible rollover distributions or vested elective deferral contributions, employer matching contributions or employer discretionary contributions to a Roth conversion account. Amounts transferred to a Roth conversion account are referred to as in-Plan Roth rollover contributions. Call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information on how to make an in-Plan Roth rollover.

### **Internal Revenue Code Limits on Contributions**

Federal law generally requires that the total contributed to your Account each year (including Company contributions but not including rollover contributions or catch-up contributions) may not exceed the lesser of:

- \$58,000 (this dollar amount is subject to adjustment each year); or
- 100% of your annual compensation.

Total contributions under the Plan, along with employer contributions under any other defined contribution plan sponsored by an Affiliated Employer may not exceed the above

limits. If this does occur then excess contributions in your Account may be forfeited (Company contributions only) or refunded to you. Income tax consequences may apply to you on any refund. You will be notified by the Plan Administrator if you will be subject to reduced contributions on your behalf.

The above limit on total contributions (Company contributions plus elective deferrals and Roth elective deferrals) includes the \$19,500 limit on elective deferrals and Roth elective deferrals discussed above.

# **Article 3 – Accessing Your Account**

# **Voice Response System**

In order to take advantage of many of the Plan's features, including enrollment, distribution, and selection of investment funds, you will need to contact the Plan's voice response system. The voice response system can be reached at 1-800-922-9945. This system is generally available 24 hours a day, 7 days a week. Customer service representatives are generally available Monday through Friday, from 7:00 A.M. to 10:00 P.M., Eastern Time.

### **Web Site**

Electronic access can be obtained by contacting the Plan's voice response system and by requesting online access instructions or by using the Plan's interactive web site at rps.troweprice.com. The Plan's web site is generally available 24 hours a day, 7 days a week.

### **Article 4 – Investments**

### **Investments**

You will have the opportunity to direct the investment of your Account among a variety of investment funds. Descriptions of these investment funds are found in the materials provided to you when you first became eligible to participate in the Plan, or in replacement Fact Sheets provided from time to time. If you would like to receive additional copies of these materials, you may request them through the Plan's voice response system at 1-800-922-9945 or by using the Plan's interactive web site at rps.troweprice.com.

You may redirect the investment of your future contributions or transfer any portion of your existing Account balance among the investment funds, including requesting a one time "rebalancing" or periodic automatic "rebalancing," by calling the Plan's voice response system at 1-800-922-9945 or by using the Plan's interactive web site at rps.troweprice.com. Requests made on a business day before 4 P.M., Eastern Time, will generally be processed on the same day. Requests made after 4 P.M., Eastern Time, will require an additional business day to process. Please note, if you have made an excessive number of changes to the allocation of your Account among the Plan's investments or are making a request to invest \$500,000 or more in a single investment option, you may be required to call the Plan's voice response system at 1-800-922-9945 instead of using the Plan's interactive web site. In addition, certain investment options may restrict a Participant's exchange into a fund for a period of 30 calendar days after the Participant has exchanged out of the same fund.

The Plan Administrator may, with notice to the extent required by law, change the available investment funds and/or alter the procedures governing the investment of your Account in the investment funds at any time.

Please note, certain investment options impose redemption fees unless a minimum holding period is satisfied. For more information on the funds that are affected by these fees and when these fees apply, please contact the Plan's voice response system at 1-800-922-9945 or log on to the Plan's interactive web site at rps.troweprice.com

In the section titled "Plan Expenses and Costs" in Article 10 of this SPD, we describe additional fees that may apply to your Account.

### **Self-Directed Plan Notice**

The Employee Retirement Income Security Act of 1974 ("ERISA") imposes certain duties on the parties who are responsible for the operation of the plan. These parties, called fiduciaries, have a duty to manage plan assets in a prudent manner. However, an

exception exists for plans which comply with ERISA Section 404(c) and permit a participant to exercise control over the assets in his or her Account and choose from a broad range of investment alternatives. This Plan is intended to be a Section 404(c) plan. This means that you, and not the Plan fiduciaries, the Company, or the Participating Employers, are responsible for investment decisions relating to the assets in your Account. Pursuant to ERISA Section 404(c)(5), this same rule applies if you are invested into the Plan's qualified default investment alternative, whether because you are automatically enrolled in the Plan or are credited with employer discretionary contributions.

# **Article 5 – Vesting**

# **Definition of Vesting**

The term "vesting" refers to your nonforfeitable right to the money in your Account.

### **General Rule**

You are always 100% vested in your own elective deferral contributions, Roth elective deferral contributions, catch-up contributions, rollover contributions, Roth rollover contributions, and in-Plan Roth rollover contributions (and earnings on these types of contributions).

### Special Rule for Employer Matching and Employer Discretionary Contributions

You will vest in employer matching contributions and employer discretionary contributions (and earnings on these contributions) based on the following schedule:

Years of Service	% Vested
less than 1	0%
at least 1 but less than 2	25%
at least 2 but less than 3	50%
at least 3 but less than 4	75%
4 or more	100%

In addition, you will become 100% vested in these amounts if, while you are still an Employee of an Affiliated Employer, you (1) reach your Normal Retirement Date, (2) reach your Early Retirement Date, (3) incur a disability, or (4) die. If you were a participant in certain predecessor plans, you may become 100% vested at an earlier age. Also, if you either (a) are employed by a Participating Employer on the date a "change in control event" occurs in relation to that Participating Employer, or (b) terminated employment with that Participating Employer no earlier than 30 days before the "change in control event" occurs, you will become 100% vested in these amounts. Finally, if you die while performing "qualified military service," you will become vested in these amounts to the extent required by the Internal Revenue Code. Call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

The Plan considers you disabled if you have been approved to receive Social Security disability benefits.

### **Forfeitures**

If you are not 100% vested when your employment with an Affiliated Employer terminates, your unvested interest in employer matching contributions and employer discretionary contributions made on your behalf will be forfeited on the earlier of:

- The date you receive a distribution of your entire vested Account; or
- The date you incur five one-year periods of severance (as described below).

However, if you are not vested in any portion of your Account (for example, you have not made any elective deferrals or Roth elective deferrals and you are 0% vested in any employer discretionary contributions) at the time of your termination, your employer matching contributions and employer discretionary contributions will be forfeited immediately.

Forfeitures of employer matching contributions and employer discretionary contributions are generally used to reduce the Company's contributions to the Plan (including qualified non-elective contributions, qualified matching contributions, and the earnings thereon) but may be used for any other legally permitted purpose.

# Reemployment

If you are reemployed by an Affiliated Employer before you have incurred five one-year periods of severance, your Years of Service credited both during your prior period of employment and after rehire will be counted in determining the extent to which you are vested in employer matching contributions and employer discretionary contributions made during your prior period of employment. Also, any employer matching contributions and employer discretionary contributions that had been forfeited because you received a distribution of your entire vested Account as a result of your most recent termination will be restored (without any adjustment for gains or losses during the period during which your matching contributions or discretionary contributions were forfeited). If, however, you are reemployed after incurring five one-year periods of severance, your previously unvested employer matching contributions and employer discretionary contributions will have been permanently forfeited and your Years of Service after reemployment will not enable you to vest in those permanently forfeited employer matching contributions and employer discretionary contributions.

Regardless of whether or not you are reemployed before incurring five one-year periods of severance, your Years of Service from both your prior period of employment and your new period of employment will be counted in determining the extent to which you are vested in employer matching contributions and employer discretionary contributions made on your behalf after you are rehired.

### **Definition of Severance from Service Date and Period of Severance**

A period of severance generally begins on the first day of the month following your severance from service date. Your severance from service date is the date you quit, are discharged, retire, or die. However, if you terminate employment for any other reason, your severance from service date is the first anniversary of the date of your termination of employment (or the date you quit, are discharged, retire, or die, if earlier than the first anniversary of the date of your termination of employment), or, if your termination of employment and continuing absence is due to qualifying maternity or paternity leave, the second anniversary of the date of your termination of employment.

### **Article 6 – Loans**

### Loans

You may obtain a loan from amounts in your Account based upon the following procedures. You must be an active Participant to request a loan.

# **Application Procedure**

You may begin the loan application process by calling the Plan's voice response system at 1-800-922-9945 or by using the Plan's interactive web site at rps.troweprice.com. When you call the Plan's voice response system or log on to the Plan's interactive web site you may, in most cases, model the loan options available to you and request a loan application package which will then be sent to you by T. Rowe Price.

The loan application package will contain an amortization schedule and promissory note based on the Plan's loan procedures. You will have thirty days from your request to return the loan application package to T. Rowe Price. If you do not return your loan application package to T. Rowe Price within this period you will need to request a new loan application package.

Once your loan application package has been reviewed and approved, T. Rowe Price will (based on your election) send a check to you, or send you a wire, for the amount of your loan.

### Loan Amount

The minimum loan amount is \$1,000. The maximum amount is the lesser of one-half of your vested Account balance or \$50,000 reduced by the highest outstanding loan balance in your Account during the prior twelve-month period. Your vested Account balance will be used as collateral for any loan. If you are eligible for a distribution from the Plan (other than a hardship distribution), the Plan has the ability to foreclose on that collateral in the event of default by reducing the value of your vested Account.

### **Source of Loan Proceeds**

Loan proceeds will be withdrawn on a pro-rata basis from each investment option held in your Account. However, you may not take a loan of amounts attributable to after-tax voluntary employee contributions, Roth elective deferral contributions, Roth rollover contributions, or in-Plan Roth rollover contributions.

### **Maximum Number of Loans**

You may only have one loan outstanding at any given time. If you have an existing loan, your loan application will not be approved. You may not refinance an existing loan or obtain a second loan for the purpose of paying off an existing loan. You may not receive a new loan within 30 days of paying off an outstanding loan.

# **Applicable Interest Rate**

The applicable loan interest rate is updated on the first business day in January and July of each year. This interest rate is based on the "prime rate" listed in the Wall Street Journal on the last business day of the prior month plus 1%.

### **Duration of Loans**

In general, all loans must be repaid over a five-year period. However, if a loan is for the purchase of your principal residence, the loan may be repaid over a ten-year period.

# **Repayment of Loans**

Loan repayments must be made via payroll deduction and will be deducted in equal installments from each paycheck until your loan is repaid in full. It is your responsibility to make sure that payments are being deducted from your paycheck. If loan repayments do not start by the payroll following the date on which your loan is issued, you should contact your payroll department. If you fail to contact your payroll department, you will be responsible for making-up all missed payments.

If you terminate employment, you may continue to make scheduled loan repayments by authorizing T. Rowe Price to debit your checking or savings account for your scheduled loan repayment. This debit will occur once per month. Payments may also be made by certified check, money order, or cashier's check.

If you are on an unpaid leave of absence and receiving workers compensation, short-term disability or other compensation equal to or greater than your required loan payments, you must continue making your required loan payments. For information regarding your payments, please call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee. If, however, you are on an unpaid leave of absence and are not receiving workers compensation, short-term disability or other compensation equal to or greater than your required loan payments, you may suspend your loan repayment until the earlier of (1) twelve months after the start of your leave of absence or (2) your return to work. At such time, you will have the option of making a balloon payment to bring your loan repayments current, or you may re-amortize the unpaid balance over the original loan term. In either case, any missed

repayments, absent a cure (<u>i.e.</u>, payment of the missed payments as permitted and required by law, the Plan's provisions, and any procedures adopted by the Plan Administrator), will be processed as taxable distributions.

You may also pay off your loan in full at any time. Loan repayments will be invested based on your investment elections in effect at the time each repayment is received.

### **Default**

A loan is delinquent once the Participant misses a payment. If a second payment is missed, then the Participant shall be notified in writing of the deadline for curing the delinquency and bringing the loan current. The deadline shall be the end of the next calendar quarter following the quarter in which the first payment was missed. Thus, if the first missed payment was due on April 1, the cure period end date would be September 30. If the Participant does not bring the loan current by the cure period end date, then the remaining amount of the loan will be processed as a taxable distribution.

# **Article 7 – Withdrawals During Employment**

# Withdrawals After Age 59½

If you have reached age 59½, you may elect to withdraw all or a portion of your vested Account. You can call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

You may make this election by contacting the Plan's voice response system at 1-800-922-9945 or by using the Plan's interactive web site at rps.troweprice.com.

In-Service withdrawals will be withdrawn from your Account in the following order:

- First, from your voluntary employee contributions account;
- Second, from your rollover contributions;
- Third, from the vested portion of your employer matching contributions;
- Fourth, from the vested portion of your employer discretionary contributions;
- Fifth, from any qualified non-elective contributions made by the Company on account of Internal Revenue Service requirements;
- Sixth, from your elective deferral contributions;
- Seventh, from your Roth rollover contributions;
- Eighth, from your Roth elective deferral contributions; and
- Ninth, from your in-Plan Roth rollover contributions.

Any earnings on these contributions will be distributed in the same order. Your interest in each investment fund will be liquidated in accordance with procedures established by the Plan Administrator. You can call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

# **Hardship Withdrawals**

If you experience a financial hardship, you may initiate a withdrawal of any portion of your vested Account balance (other than Roth elective deferral contributions, Roth rollover contributions, and in-Plan Roth rollover contributions) at any time; provided that beginning January 1, 2021, you may only take a hardship withdrawal if the amount withdrawn is at least \$500, and you will be limited to two such withdrawals in each calendar year.

If you wish to take a hardship withdrawal, you must request a hardship distribution package by calling the Plan's voice response system at 1-800-922-9945 or by using the

Plan's interactive web site at rps.troweprice.com. You should then complete the package and return it to T. Rowe Price.

Your hardship withdrawal package will be reviewed to see if you have an immediate or heavy financial need caused by one of the following:

- Medical expenses incurred by you, your spouse, your children, your other dependents, or your primary beneficiary;
- Purchase of your principal residence (excluding mortgage payments);
- Payment of tuition, related educational fees, and room and board expenses, for the next twelve months of post-secondary education for you, your spouse, your children, your other dependents, or your primary beneficiary;
- The need to prevent either your eviction from your principal residence or the foreclosure of the mortgage on your principal residence;
- Payment of burial or funeral expenses for your deceased parent, spouse, child, dependent or primary beneficiary;
- Expenses for the repair of damage to your principal residence that would qualify for the "casualty deduction" rules under section 165 of the Internal Revenue Code (determined regardless of whether the loss is attributable to a federally-declared disaster and whether the loss exceeds 10% of adjusted gross income); or
- Expenses and losses (including loss of income) incurred by you on account of a disaster declared by FEMA (provided that, at the time of the disaster, your principal residence or principal place of employment was located in an area designated by FEMA for individual assistance with respect to the disaster).

In addition, the following conditions must be met:

- You must have already taken all other distributions (other than loans) available from all plans sponsored by Affiliated Employers;
- The distribution must not be in excess of the amount of your financial need (including amounts necessary to pay any taxes or penalties resulting from the withdrawal); and
- You must provide the Plan Administrator with a written representation that you have insufficient cash or other liquid assets reasonably available to satisfy the financial need.

Hardship withdrawals will be withdrawn from your Account in the following order:

- First, from your voluntary employee contributions account;
- Second, from your rollover contributions account;
- Third, from the vested portion of your employer matching contributions account;
- Fourth, from the vested portion of your employer discretionary contributions account;

- Fifth, from your qualified non-elective contributions account;
- Sixth, from your qualified matching contributions account; and
- Seventh, from your elective deferral contributions account.

Hardship withdrawals are not withdrawn from your Roth elective deferral contributions, Roth rollover contributions, or in-Plan Roth rollover contributions. However, you may withdraw your Roth rollover contributions at any time as provided in the following section.

Your interest in each investment fund will be liquidated in accordance with procedures established by the Plan Administrator. You can call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

# Withdrawal of Rollover Contributions and Roth Rollover Contributions

You may withdraw your rollover contributions, Roth rollover contributions, and earnings on your rollover and Roth rollover contributions at any time. To initiate a withdrawal of your rollover contributions, please contact the Plan's voice response system at 1-800-922-9945 or log on to the Plan's interactive web site at rps.troweprice.com.

Your interest in each investment fund will be liquidated in accordance with procedures established by the Plan Administrator. You can call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

### **Article 8 – Distribution of Benefits**

# **Benefit on Termination of Employment**

If your employment with the Affiliated Employers terminates, you may elect to receive a distribution of your vested Account balance from the Plan at any time.

Please contact the Plan's voice response system at 1-800-922-9945 or log on to the Plan's interactive web site at rps.troweprice.com to request a distribution or to elect to defer payment of your vested Account.

### **Marital Status**

For all Plan purposes, the term "spouse" includes an opposite or same-sex spouse. However, if you have entered into a civil union or other similar formal relationship recognized under state law (whether as part of an opposite-sex or same-sex couple) that is not recognized as a marriage under the laws of that state, you are considered single for Plan purposes unless otherwise stated in this SPD.

### **Death Benefit**

If you die, your beneficiary or beneficiaries will be entitled to receive your vested Account balance in a single lump sum payment; provided that installment payments will be available to the extent an investment product under the Plan requires this form of payment.

You may designate a beneficiary or beneficiaries on a beneficiary designation form. The completed beneficiary designation form must be filed with the Plan Administrator. If you are married and want to designate someone other than your spouse as your primary beneficiary, then your spouse must consent to this designation by signing the form. His or her signature must be witnessed by a notary public. You should contact the Plan's voice response system at 1-800-922-9945 or log on to the Plan's interactive web site at rps.troweprice.com to obtain a beneficiary designation form.

Payment of your Account to a non-spouse beneficiary must commence by December 31 of the year following your death. Payment of your Account to a spouse beneficiary may be deferred by a spouse beneficiary until the end of the calendar year in which you would have reached age 72 (or 70½, as applicable – see the section titled "Required Distributions"). In addition, if your Account is \$5,000 or less at the time or your death, your Account will be paid out of the Plan as soon as administratively practicable after your death as long as your vested Account balance is still \$5,000 or less at the time of actual distribution. Post-death distributions must also comply with distribution requirements described in the section titled "Required Distributions."

It is important that you keep your local benefits department informed of your beneficiary's proper name and address at all times. This will ensure that your chosen beneficiary will receive the death benefit available under the Plan.

As a general rule, if you are married and do not designate a beneficiary, your beneficiary will automatically be your spouse. If you get divorced without being subject to a "qualified domestic relations order" (as defined in the section titled "Non-Transferability of Plan Benefits") and do not designate a new beneficiary, or if your beneficiary does not survive you, your Account will be distributed in accordance with the terms of the Plan. You can call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

# **Disability Retirement Benefit**

If you become disabled while you are employed by an Affiliated Employer, the full value of your vested Account balance may be distributed to you upon request. The Plan considers you disabled if you have been approved to receive Social Security disability benefits. Please contact the Plan's voice response system at 1-800-922-9945 or log on to the Plan's interactive web site at rps.troweprice.com to request a distribution.

### Form of Distribution

In general, your vested Account will be paid to you or your beneficiary in a single, lump sum payment.

However, if you have terminated employment with all Affiliated Employers for a reason other than death, you may choose any one of the following cash distribution options:

- Lump Sum Distribution (Whole or Partial). You may elect to receive your Account balance as one lump sum payment or in a partial lump sum payment; or
- Installment Payments. You may elect to receive your Account balance in monthly, quarterly, semi-annual or annual installment payments.<sup>3</sup>

To elect a distribution option, please contact the Plan's voice response system at 1-800-922-9945 or use the Plan's interactive web site at rps.troweprice.com.

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<sup>&</sup>lt;sup>3</sup> Additional distribution rights apply if you were a participant in certain predecessor plans. Call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

Additionally, if your entire vested Account is not distributed prior to your death, your beneficiary will receive your remaining vested Account as a single lump sum payment; provided that installment payments will be available to the extent an investment product under the Plan requires this form of payment.

You (or your surviving spouse beneficiary) may roll over the portion of your distribution that is an "eligible rollover distribution" (i.e., most payments that are not "required minimum distributions," hardship distributions, or annuity payments) to an IRA or another employer's qualified plan, 403(a) annuity plan, 403(b) plan, or governmental 457(b) plan, if it accepts rollover contributions. A rollover may also be made to a Roth IRA. Distributions may be eligible rollover distributions even if they contain Roth elective deferral contributions, Roth rollover contributions or in-Plan Roth rollover contributions; however, the part of the distribution containing those contributions may generally only be rolled over via a direct rollover to the Roth contribution arrangement of another qualified plan, 403(b) plan, governmental 457(b) plan or via a direct or indirect rollover to a Roth IRA. Distributions may be eligible rollover distributions even if they contain after-tax voluntary employee contributions; however, the part of the distribution containing those contributions may only be rolled over to an IRA, or, via a direct rollover, to another employer's qualified plan or an annuity contract described in Section 403(b) of the Code that agrees to separately account for amounts so transferred.

You may roll over your distribution by:

- receiving a distribution of your vested Account in cash and then contributing the amount distributed (or a portion of this amount) to an IRA or the other employer's plan; or
- having your distribution directly rolled over (a "direct rollover") to an IRA or the other employer's plan.

If you elect to have your distribution paid to you and then want to roll it over to an IRA or another tax-qualified retirement plan, you must generally roll over the distribution within 60 days of receipt.

If your beneficiary is not your surviving spouse, your beneficiary may make only a direct rollover to an IRA or Roth IRA that will be treated as an inherited IRA for purposes of the Internal Revenue Code.

Any taxable distribution paid directly to you will be subject to mandatory Federal income tax withholding of 20% of the requested distribution (a direct rollover will not be subject to this Federal income tax withholding). You will receive 80% of the taxable distribution and the other 20% will be sent to the IRS as Federal income tax withholding for that year.

If you want to make an indirect rollover (<u>i.e.</u>, a rollover of an eligible rollover distribution first paid to you) of 100% of the taxable distribution, you will need to replace the 20% the Plan sent to the Internal Revenue Service. You cannot elect out of this tax withholding. This withholding is not a penalty but rather a prepayment of your Federal income taxes.

You will pay income tax on the amount of any otherwise taxable distribution you receive from the Plan unless it is rolled over into an IRA or another tax-qualified plan.

A 10% IRS premature-distribution penalty tax may also apply to your taxable distribution if it is made prior to your reaching age 59½ (or age 55 if you have terminated employment) unless it is rolled over into an IRA or another tax-advantaged plan. The 20% Federal income tax withheld under this section may not cover your entire income tax liability. Please contact your individual tax advisor for more information on this issue.

# Special Rules for Account Balances That Are \$5,000 or Less When You Terminate Employment

If the value of your vested Account balance at the time you terminate employment is \$5,000 or less, your Account will be paid out of the Plan as soon as administratively practicable after your termination of employment as long as your vested Account balance is still \$5,000 or less at the time of actual distribution. You will not be eligible to elect to defer payment of your vested Account balance until a later date. The manner in which your vested Account balance will be paid out depends on the total value of your vested Account as follows:

- If you have reached the later of age 62 or your Normal Retirement Date, regardless of the total value of your vested Account, you may elect to have your Account balance paid directly to you in cash or rolled over to an IRA or eligible retirement plan of your choice. If you do not make an election, the entire amount will be distributed to you in a single payment of cash within a reasonable period of time after your employment ends.
- If the total value of your vested Account is \$5,000 or less (including rollover or Roth rollover contributions and earnings on these contributions) and you have not reached the later of age 62 or your Normal Retirement Date, you may elect to have your Account balance paid directly to you in cash or rolled over to an IRA or Roth IRA or eligible retirement plan of your choice. If, however, under these circumstances, you do not make an election, your entire vested Account (except for an offset to your Account to repay a Plan loan) will be automatically rolled over directly to an IRA or Roth IRA established in your name by the Plan Administrator.

Please note that the value of your vested Roth amounts and your vested non-Roth amounts will be considered separately for the purpose of determining whether the value of your vested Account is \$5,000 or less (including your rollover or Roth rollover contributions and earnings, as applicable).

If an IRA or Roth IRA is established in your name by the Plan Administrator, your IRA or Roth IRA will be invested in the T. Rowe Price Prime Reserve Fund, which is designed but not guaranteed to preserve your principal account balance, provide a reasonable rate of return, and maintain liquidity. Fees and expenses charged for the establishment and maintenance of your IRA or Roth IRA will be paid directly from your IRA. Please call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

# **Required Distributions**

You are required by law to start receiving minimum required distributions from the Plan no later than April 1 of the calendar year following the calendar year in which you turn 72 (or, if you were born before July 1, 1949, the year in which you turn 70½), or terminate your employment, whichever is later. Once you start receiving minimum required distributions you should receive them at least annually. Also, distributions to beneficiaries must commence within certain periods required by the Internal Revenue Code. Please contact your individual tax advisor for more information about minimum required distributions.

# **Current Address and Application for Benefits**

Please note that your benefit payments may be delayed if you do not apply for benefits, fail to provide information requested by the Plan Administrator, or fail to keep your current address on file with the Plan Administrator. Please contact the Plan's voice response system at 1-800-922-9945 or log on to the Plan's interactive web site at rps.troweprice.com for more information.

### **Article 9 – Internal Revenue Service Information**

### **Nondiscrimination Rules**

The Plan is subject to special nondiscrimination rules in the Internal Revenue Code that are intended to ensure that the Plan does not discriminate in favor of Participating Employers' "highly compensated employees." Under these rules, the Company may have to refund or forfeit certain contributions to the Plan. In the unlikely event that these special tests affect your Plan benefit, you will be notified by the Plan Administrator.

# **Top-Heavy Rules**

The Plan is also subject to special Internal Revenue Service "top-heavy" rules. Each year, the Plan Administrator tests the Plan, together with all other tax-qualified plans sponsored by Affiliated Employers, to make sure that no more than 60% of the benefits under all of these plans are for "key" Employees. If the Plan is top-heavy, then the Company may be required to make minimum annual contributions to the Plan for "non-key" employees in certain situations. In the unlikely event that these requirements affect your Plan benefit, you will be notified by the Plan Administrator.

### **Article 10 – Miscellaneous Information**

# **Benefits Not Insured by the PBGC**

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation (the "PBGC") under Title IV of ERISA because the insurance provisions under ERISA are not applicable to defined contribution, profit sharing plans.

### Plan Amendment

The Company, in its sole discretion, may amend the Plan at any time (including amending the rate of employer matching contributions and employer discretionary contributions or eliminating employer matching contributions or employer discretionary contributions entirely). Any amendment changing the vesting schedule cannot reduce the existing vested percentage of your Account balance derived from employer matching contributions or employer discretionary contributions. Also, if you have three or more Years of Service with the Affiliated Employers and the vesting schedule is amended then you will be given a choice to have the vested percentage of future employer matching contributions and employer discretionary contributions made to your Account computed under the new or the old vesting schedule. If the Plan's vesting schedule is amended, the Plan Administrator will provide you with the appropriate information to make an informed decision.

### Plan Termination

The Company has no legal or contractual obligation to continue the Plan. It reserves the right to change or terminate the Plan at any time as circumstances may dictate.

If the Plan is terminated, you will be 100% vested in your Account. Any unallocated amounts (<u>i.e.</u>, amounts forfeited by former Participants) will be allocated among the remaining Plan Participants. The Plan Administrator will then facilitate the distribution of your Account balance (minus any administrative or Trustee fees charged against the Plan) as soon as administratively practicable following the termination of the Plan.

# Non-Transferability of Plan Benefits

Your Account may not be transferred, assigned or used as collateral for a loan outside of this Plan except to the extent required by law. Creditors may not attach, garnish or otherwise interfere with your Account balance except in the case of a "qualified domestic relations order" (a "QDRO").

A QDRO is a special order issued by the court in a divorce, child support or similar proceeding. In this situation, your spouse (or former spouse), or someone other than you or your beneficiary, may be entitled to receive a portion or all of your Account balance. The Plan has established special procedures for implementing QDROs. You may obtain a copy of these procedures at no charge by contacting the Plan Administrator.

### **Interpretation of the Plan**

The Plan Administrator has the power, discretion, and authority to construe the terms of the Plan and to determine all questions that arise under it. Such power and authority includes, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility to participate in the Plan, Years of Service, and eligibility for retirement benefits, or to interpret any other term contained in the Plan and any documents related to the Plan. The Plan Administrator's interpretations and determinations are binding on all Participants, Employees, former Employees, and their beneficiaries and are intended to be permitted the maximum deference afforded by law. Furthermore, benefits will be paid only if the Plan Administrator decides in his or her discretion that the claimant is entitled to them.

# **Overpayment**

In the event of a mistaken payment or an overpayment of a benefit from the Plan, the Plan Administrator may recoup such overpayment and may also reduce a Participant's future Plan benefit payments to recover an overpayment (plus interest at a rate determined by the Plan Administrator).

# **Payments to Incompetents and Minors**

If the Plan Administrator is served with a court order declaring that a person entitled to benefits under the Plan is unable for any reason to attend to his/her affairs, the Plan Administrator will comply with such order. The Plan Administrator will not be required to investigate the basis for such order, including whether or not such person is actually unable to attend her affairs.

If a minor is entitled to a payment from the Plan, the payment will not be made until the Plan Administrator receives a court order directing payment to the minor and/or the minor's guardian, except as otherwise required by IRS guidance. The Plan Administrator will comply with such court order and will not be required to investigate the basis for such order. The Plan Administrator will not be responsible for any consequences resulting from the failure to provide the Plan Administrator with such order within any time period.

### **No Guaranty of Employment**

Participation in the Plan does not guarantee your right to employment with the Affiliated Employer. Further, nothing set forth in this SPD should be interpreted to give you or your beneficiary any legal or equitable rights against the Company.

### **Military Service**

If you are on a military leave of absence, contributions to the Plan stop for as long as the leave continues. However, federal law provides rights to certain reemployed veterans for service credit and makeup contributions (both yours and those made by the Company) for all or a portion of the period of military service. In addition, if you are a Participant and die while performing "qualified military service," you will be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) to the extent required by law as if you had resumed employment and then terminated employment on account of death. Please call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

# **Service With Predecessor Employers**

If you became a Participant in the Plan due to the Company's purchase of the stock or assets of your predecessor employer, you may be entitled to receive service credit and other benefits not described in this SPD. Please call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

# **Plan Expenses and Costs**

Expenses of Plan administration and operation are paid by the Company and from the Plan's assets. Certain fees are imposed on the Plan's investment funds and the Plan. All of these fees affect the amount of retirement savings you will accumulate as you participate in the Plan. In making your investment decisions, you should consider the fees and expenses paid by the Plan's investment options. These fees and expenses are described below.

• Fund-Level Fees: The Plan's investment funds pay fees and incur expenses that may have an impact on your Account. These investment fees, management fees, and other expenses (including the redemption fees described in Article 4 of this SPD) may reduce the returns generated by the investment funds in which you invest. Some of the investment funds pay asset-based fees (fees based on the total assets invested in the fund) for investment and administrative services provided to the investment fund. These fees are also used to pay for administrative services provided to the Plan. For

more information about the fees paid by various investment funds, please contact the Plan's voice response system at 1-800-922-9945 or log on to the Plan's interactive web site at rps.troweprice.com.

- Participant-Level Fees: The Plan may impose fees on your Account for services provided to you on an individual basis. This includes the additional fee charged to your Account if you elect to have Morningstar Associates, LLC manage all or a portion of your Account as a designated investment manager for the Plan and in accordance with an individualized investment profile developed with you. The annual fee for such service is currently 0.35% for Morningstar Managed Accounts withdrawn on a monthly basis from the Account of electing participants.
- Plan-Level Fees: The Plan may pay fees in connection with administrative and investment services to the extent these costs are not paid directly by the Company (at its sole discretion). The Plan permits the Company to be reimbursed, consistent with legal requirements, for certain administrative expenses it incurs in operating the Plan. These fees are paid by the Plan and can reduce all Participants' Accounts.

The Plan Administrator reserves the right to add or modify the fees imposed on investment funds, individual Participants, or the Plan as a whole at any time. The Plan Administrator further reserves the right to use any revenue sharing payments for Plan expenses or for any other purpose as determined by the Plan Administrator.

# **Article 11 – Participant Rights**

### **Claims Procedure**

If you believe that you are eligible to claim benefits as a Participant or Beneficiary under the Plan, your claim should be filed in writing with the Plan Administrator by you (or by your authorized representative). If your claim for benefits is denied, in whole or in part, you will receive a written notice (which may include electronic communications) from the Plan Administrator within 90 days after the date on which your claim was filed. The Plan Administrator can extend this period for an additional 90 days by notifying you of the reasons for the extension and the date when you can expect to receive a decision (but not beyond 180 days after the date on which your claim was filed). The written notice will provide you with:

- The specific reason or reasons for the denial;
- Specific reference to the Plan provisions on which the denial was based;
- A description of any additional material or information necessary to support your claim (along with an explanation of why the additional material or information is necessary); and
- An explanation of steps to take if you wish to submit your claim for review and any applicable time limits, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

A claim is considered approved only if the Plan Administrator's approval is communicated to you in writing.

You (or your authorized representative) may request a review of your denied claim by the Plan Administrator. You must make this request for review to the Plan Administrator within 60 days after receipt of notice that your claim has been denied. Also, if you do not receive a notice of denial of your initial claim, you may submit a written request for review to the Plan Administrator within 60 days of when the applicable 90-day time period referenced above ends. As part of your appeal, you will (1) have the opportunity to submit written comments, documents, records, and other information relating to your claim for benefits; and (2) be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relating to your claim for benefits. The review of your claim will take into account all comments, documents, records, and other information you submit relating to your claim, without regard to whether it was submitted or considered in the initial benefit determination. Failure to raise issues or present evidence on review will preclude those issues or that evidence from being presented in any subsequent proceeding or judicial review of the claim.

The Plan Administrator shall make his decision on review not later than 60 days after receipt of your request for review, unless special circumstances require an extension of time. If special circumstances apply, the Plan Administrator may extend the applicable deadline for an additional 60 days. If an extension is required, you will receive a notice prior to the expiration of the initial 60-day period that will indicate the circumstances necessitating the extension and the date by which a decision is expected on your appeal.

The Plan Administrator will provide you with a written notification of his determination on review, and, in the case of an adverse determination, shall provide:

- The specific reason or reasons for the adverse determination;
- Reference to the specific Plan provisions on which the benefit determination 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 your claim for benefits; and
- A statement of your right to bring an action under Section 502(a) of ERISA.

In reviewing the denial of a benefit claim, the Plan Administrator shall have full authority to interpret and apply in his or her discretion the provisions of the Plan. The decision of the Plan Administrator shall be final and binding upon all individuals making a claim under this claims procedure.

Any claims you may have alleging a violation of or seeking any remedy under any provision of ERISA or any other law should also be filed with the Plan Administrator and will be considered in accordance with the foregoing procedures, including, but not limited to, the specific requirement that a denied claim be pursued through the appeals procedures before attempting to use a remedy outside the Plan's claims procedures. You may not bring an action in a court of law or any other forum until your claim has been initially denied and subsequently denied on appeal under these procedures.

You may not bring an action in a court of law or any other forum more than one year after the earlier of the date of the notification of a determination on review of a denied claim or the date the notification of the determination on review of a denied claim would have been required to have been issued if you had filed a timely appeal.

# **Receipt of Communications**

Your communications with the Plan, the Plan Administrator, the Company, or the Trustee are treated as received on the date that the communication is actually received by the Plan, Plan Administrator, the Company, or the Trustee, as applicable, not on the day that they are mailed by you.

# **Statement of ERISA Rights**

As a Participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

### Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may 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 on any person who is responsible for the operation of an employee benefit plan. The person or persons 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 Participating Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a pension benefit 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.

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 it 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 or a medical child support 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, DC 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.

### Article 12 – Plan Information and Definitions

### Account

If you participate in the Plan, the Trustee will establish an Account on your behalf for the purpose of recording contributions made on your behalf and any income, expenses, gains or losses thereon. Your Account may also be referred to as your "Account balance". The Plan is funded through contributions you and Affiliated Employers make to Plan Accounts.

### **Affiliated Employer**

Affiliated Employers include the Company, the Participating Employers and all other entities in which Canon U.S.A., Inc. owns a controlling interest (80% or more).

# **Company**

The name, address and business telephone number of the Company is:

Canon Medical Systems U.S.A., Inc. 2441 Michelle Drive Tustin, CA 92780 (714) 669-2412

The Company's Employer Identification Number is:

68-0178440

### Compensation

For purposes of computing contributions under the Plan, Compensation generally means your wages, salaries, and other amounts received for personal services actually rendered in the course of your employment with a Participating Employer to the extent that such amounts are included in your gross income for federal tax purposes. Your Compensation also includes any Employee pre-tax contributions you make under the Plan and any salary reductions you make under the Company's Flexible Benefits Plan or another plan similar to these plans.

Compensation does not include any contributions to a deferred compensation plan that are not taxable in the year in which contributed or distributions from such a plan. Compensation also does not include fringe benefits (cash and non-cash), moving expenses, car allowances, sign-on bonuses, retention bonuses, welfare benefits (including short-term disability payments), any severance payments or other compensation paid

after an Employee's termination date (with the exception of regular wages and any accrued vacation paid after termination), and other reimbursements or other expense allowances, regardless of whether these amounts are included in your taxable income. Also, for payroll periods ending after September 30, 2019, Company awards, housing pay, referral bonuses, and any tax gross-up amounts on these items are not included in Compensation. Tax laws also limit the amount of Compensation that may be taken into account each Plan Year. The maximum amount for the 2021 calendar year is \$290,000 (this dollar amount is subject to adjustment each year).

# **Computation Period**

If you are a Short-Term Employee, the Computation Period is the initial twelve (12) consecutive month period beginning on the date you first complete an Hour of Service. For any period thereafter, the Computation Period will begin on the first day of the Plan Year that includes the first anniversary of the date you first complete an Hour of Service.

### Day of Service

In general, you will be credited with a Day of Service for each day on and after the date you are hired by an Affiliated Employer and ending on the date that you terminate employment. However, if you terminate employment for reasons other than your quitting, discharge, death, or retirement, you may be credited, as required by applicable law, with Days of Service for an additional period of time, generally up to one year. Also, if you return to employment within one year after your termination, you will be credited with Days of Service for your period of absence as if it were a period of employment.

### **Early Retirement Date**

The first date on which you have both reached age 55 and completed 5 Years of Service, however, if you were a participant in certain predecessor plans, your Early Retirement Date may be an earlier date. Call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

# **Employee**

Any person who is employed by an Affiliated Employer.

### **Hour of Service**

An Hour of Service means the unit of time credited to an Employee for purposes of determining whether the Employee has completed a Year of Service. For this purpose,

Short-Term Employees will be credited with 45 Hours of Service for each week during which the Short-Term Employee performs work for an Affiliated Employer.

### **Normal Retirement Date**

Your 65th birthday; however, if you were a participant in certain predecessor plans, your Normal Retirement Date may be an earlier date. Call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.

# **Participating Employers**

The Company and the following Affiliated Employer participate in the Plan:

Canon Medical Research U.S.A., Inc.

# **Participant**

If you are an eligible Employee who has satisfied the Plan's eligibility requirements and has elected to participate in the Plan, has been automatically enrolled in the Plan, or has had a discretionary employer contribution credited to your Account, you are a Participant in the Plan. You will continue to be a Participant so long as you have an Account balance under the Plan. An "active Participant" means any Participant who is an Employee of an Affiliated Employer.

### Plan

The Plan is the Canon Medical Systems U.S.A., Inc. 401(k) Savings Plan.

### **Plan Administrator**

The Plan Administrator is responsible for the administration of the Plan. The Plan Administrator's duties are specifically identified in the Plan document. The name, address and business telephone number of the Plan Administrator are:

Canon Medical Systems Retirement Committee Canon Medical Systems U.S.A., Inc. 2441 Michelle Drive Tustin, CA 92780 (714) 669-2412

### **Plan Number**

The Plan number is 001.

### Plan Year

The Plan Year is the calendar year.

### **Service of Process**

The Plan's agent for service of legal process is:

Corporate Secretary Canon Medical Systems U.S.A., Inc. 2441 Michelle Drive Tustin, CA 92780

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

# **Short-Term Employee**

An individual classified as a Short-Term Employee on the Participating Employer's payroll records.

### **Trust and Trust Agreement**

The Plan is administered under a written trust fund arrangement (the "Trust Agreement") between the Trustee and the Company.

### **Trustee**

The Trustee is responsible for holding Plan assets. The name and address of the Plan's Trustee is:

T. Rowe Price Trust Company 100 East Pratt Street Baltimore, MD 21202

### **Year of Service**

You will be credited with a Year of Service for each twelve-month period of time during which you are employed as an Employee by an Affiliated Employer after you attain age 18.

In general, you are credited with service commencing on the date you are hired and ending on the date you quit, are discharged, retire, or die. However, the following special rules may apply:

- If you leave employment with the Affiliated Employers for a reason other than your quitting, discharge, retirement, or death (such as a leave of absence during which you are not treated as an Employee), you usually will be credited with an additional Year of Service, but not for a period beyond the date you quit, are discharged, retire, or die.
- If you are reemployed within twelve months of your termination of employment (for example, if you terminate on December 5, 2021, and are reemployed on or before December 4, 2022), you will be credited with Years of Service as if you were employed by an Affiliated Employer during the entire period of your absence from employment.
- If you are a Short-Term Employee, a Year of Service, in general, means the Computation Period during which an Employee is credited with at least 1,000 Hours of Service.
- In addition, Years of Service may be credited for past service with certain predecessor Employers. For more information, please call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee.

Please review your most recent quarterly statement to determine your Years of Service. If you have additional questions about the calculation of your Years of Service, please call (714) 669-2412 if you are a Canon Medical Systems employee or (847) 573-6007 if you are a Canon Medical Research employee for more information.