



Pre-boarding process

Welcome! We are excited for you to join the team and are preparing for your transition. Below is a list of items that must be successfully completed per Stryker policy – employment application, drug screen, I-9 form, and new hire paperwork – prior to employment. If items are not completed by scheduled start date, your start date will be delayed.

Employment Application documents

Please complete these documents to the best of your ability as soon as possible. It is imperative that data – dates, titles, contact information – is accurate. The background check will be initiated upon submission of these documents.

- You will receive an email from our background check provider, Certiphi Screening, Inc. from applicationstation@certiphi.com, which contains instructions for completing the employment application.
- When completing the employment application, be sure to:
 - Enter your full legal name (**This is the name listed on your Social Security Card**)
 - Provide all known AKA's (**Also Known As**)
 - Provide at least 7 years of prior employment. (**Provide name of employment agency for any employment done as a temporary or contracted employee**)
 - Include the highest level of formal academic education completed
- Continue to monitor your email inbox in case additional information is needed to complete background check.

Drug screen

Instructions are outlined on the last page of the employment application. Review the instructions carefully and complete the drug screen within the timeline identified on the form.

- You will need to provide a code at the drug screen location, which can be found in the drug screen instructions.
- Call Certiphi Screening, Inc at 800-803-7859 after the drug screen appointment to confirm completion.

I-9 form

- You will receive an email from i9success@certiphi.com containing instructions for I-9 completion. This email is in addition to the background check process (from applicationstation@certiphi.com.)
 - Click on link provided in email, and when prompted, enter code provided in email.
 - Enter your zip code to locate the closest Field Print office - This is the company that facilitates I-9 completion.
 - Schedule appointment at Field Print office for I-9 completion - This is an in-person visit that requires you to bring your original authorization documents. Photocopies cannot be accepted.
 - Complete entire I-9 with Field Print representative.

New hire packet

- Please review, and electronically sign the documents in this packet at your earliest convenience.
- Upon electronic submission, the documents will be sent directly to the HR Shared Services team for processing.

For Questions and Assistance

Please feel free to contact your local HR Business Partner or the HR Shared Services team HRPreboarding@stryker.com with any questions or concerns.

*Google Chrome is the recommended browser

STRYKER CORPORATION
CONFIDENTIALITY, INTELLECTUAL PROPERTY, NON-COMPETITION AND
NON-SOLICITATION AGREEMENT FOR U.S. EMPLOYEES

In addition to other good and valuable consideration, I am expressly being given employment, continued employment, a relationship with Stryker Corporation (and/or its subsidiaries, divisions and affiliates, as well as any of their respective parents, predecessors, successors and assigns referred to collectively as "Stryker"), certain monies, bonuses, compensation increases, benefits, training, promotion, equity grants and/or trade secrets and confidential information of Stryker and its customers, suppliers, vendors or affiliates to which I would not have access but for my relationship with Stryker in exchange for my agreeing to the terms of this Agreement. In consideration of the foregoing, I agree as follows:

INTRODUCTION AND ACKNOWLEDGEMENTS

1.1 **Acknowledgment.** I acknowledge and agree that the business in which Stryker is engaged is extremely competitive and that during my employment with Stryker I have received and will receive and have access to materials and information regarding Stryker's technologies, know-how, products, services, customers and sales that are proprietary and confidential to Stryker and for which Stryker has spent and will continue to spend substantial time and monies developing and providing training. I recognize that these materials and information are an important and valuable asset to Stryker and that Stryker has a legitimate interest in protecting the confidential and proprietary nature of these materials, information, technologies, products and services. Stryker has provided and will be providing me with Confidential Information during my employment and the opportunity to contribute to the creation of Confidential Information, which will assist both Stryker and me in competing effectively. Stryker also has dedicated its time and resources developing and maintaining relationships with existing and potential customers, clients, referral sources, agents, distributors, employees and vendors. During my employment with Stryker, I understand that Stryker expects me to continue to develop and maintain these relationships on its behalf. I recognize that these relationships are an important and valuable asset to Stryker and that Stryker has a legitimate interest in protecting these relationships.

1.2 **Purpose of Agreement.** For the reasons identified herein, this Confidentiality, Intellectual Property, Non-Competition and Non-Solicitation Agreement for U.S. Employees (the "**Agreement**") is designed to protect the legitimate interests of all of the various businesses that comprise Stryker.

1.3 **Terms of Agreement and Modifications.** This Agreement, including the items in Attachment A ("State Law Modifications") shall remain in effect during my employment with Stryker even if my position or job location changes or I transfer from one Stryker business to another.

DEFINITIONS

As used in this Agreement:

2.1 The "**Company**" or "**Stryker**" means collectively, Stryker Corporation including any of its subsidiaries, divisions, and affiliates and their respective parents, predecessors, successors, assigns, purchasers and acquirers, to which I may be transferred or by which I may be employed in the future, wherever located.

2.2 "**Confidential Information**" means know-how, trade secrets, and technical, business and financial information and any other non-public information in any way learned by me, disclosed to me or developed by me during my employment with Stryker, including, but not limited to (a) prices, renewal dates and other detailed terms of customer or supplier contracts and proposals; (b) information concerning Stryker's customers, clients, referral sources and vendors, and potential customers, clients, referral sources and vendors, including, but not limited to, names of these entities or their employees or representatives, preferences, needs or requirements, purchasing or sales histories, or other customer or client-specific information; (c) supplier and distributor lists; (d) pricing policies, methods of delivering services and products, and marketing and sales plans or strategies; (e) products, product know-how, product technology and product development strategies and plans; (f) employees, personnel or payroll records or information; (g) forecasts, budgets and other non-public financial information; (h) acquisitions, divestitures, expansion plans,

management policies and other business strategies; (i) inventions, research, development, manufacturing, purchasing, finance processes, technologies, machines, computer software, computer hardware, automated systems, methods, engineering, marketing, merchandising, and selling; and (j) information belonging to third parties which has been disclosed to Stryker in confidence. Confidential Information shall not include information that is or becomes part of the public domain, such that it is readily available to the public, through no fault of mine.

2.3 **“Conflicting Product or Service”** means any product, process, technology, machine, invention or service of any person or organization other than Stryker in existence or under development which is similar to, resembles, competes with or is intended to resemble or compete with a product, process, technology, machine, invention or service upon which I have worked or about which I was knowledgeable during the last twenty-four (24) months of my employment with Stryker or while providing products or services to a Stryker customer. For clarity, if I worked in a service position (e.g., ProCare) during the last twenty-four (24) months of my employment, Conflicting Product or Service includes any product, process, technology, machine, invention or service of any person or organization other than Stryker in existence or under development which is similar to, resembles, competes with or is intended to resemble or compete with a product, process, technology, machine, invention or service used in any procedure in which I provided service or support on behalf of Stryker.

2.4 **“Conflicting Organization”** means any person or organization which is engaged in or about to become engaged in research on, consulting regarding, or development, production, marketing, or selling of a Conflicting Product or Service. For clarity, if I worked in a service position (e.g., ProCare) during the last twenty-four (24) months of my employment, Conflicting Organization includes the customer(s) for whom I provided service during the last twenty-four (24) months of my employment.

2.5 **“Copyrightable Works”** means all works of authorship, fixed in any tangible medium of expression now known or later developed, that I prepare within the scope of my employment with Stryker, including, but not limited to, writings, reports, graphics, computer programs, user interfaces, drawings, designs, documentation and publications.

2.6 **“Employer”** means any entity of Stryker that employs me or any other entity included within the definition of “Stryker” to which I may be transferred or by which I may be employed in the future.

2.7 **“Intellectual Property”** means all inventions, patents, patent applications, designs, discoveries, innovations, ideas, know-how, trade secrets, methods, specifications, procedures, and/or improvements, whether patentable or not, Copyrightable Works, trademarks, mask works, certifications, or invention disclosures.

2.8 **“Restricted Period”** means the twelve-month period following termination of my employment with Stryker, regardless of the reason for termination.

2.9 **“Stryker Customer”** means any of the current or prospective accounts, customers, doctors, hospitals, group purchasing organizations, integrated delivery networks or clients, with whom I have had direct or material contact during the last twenty-four (24) months of my employment with Stryker and/or with a Stryker agency or about whom I learned Confidential Information during my employment with Stryker and/or with a Stryker agency, including, but not limited to: (a) any customer that purchased Stryker products or services, (b) any prospect that received or requested a proposal to purchase Stryker products or services, (c) any affiliate of any such customer or prospect, or (d) any of the individual customer or prospect contacts that I established, serviced, sold to, attended training or seminars with or learned confidential information about. For clarity, I agree that Stryker Customers also includes all customers of the agency, branch or division to which I was or am assigned and with which I have had direct or material contact, serviced, trained, learned Confidential Information about or participated in customer development activities.

PERFORMANCE FOR STRYKER

3.1 **Loyalty and Best Efforts.** During my employment with Stryker, I will devote my best efforts, attention and energies to the performance of my duties as an employee of Stryker.

3.2 **Conflicts of Interest.** I agree to abide by the provisions of Stryker Corporation’s Code of Conduct, including, but not limited to, the provisions regarding Conflicts of Interest. As such, during the term of my employment with

Stryker, I will not engage in any activity or have any outside interest that might deprive Stryker of my loyalty, interfere with the satisfactory performance of my duties, or be harmful or detrimental to Stryker or be engaged in any other occupation, professional or business activity that conflicts with my obligations to Stryker or provide any services that competes with Stryker. I understand that I am required to immediately notify the executive in charge of my division or the CEO of any potential conflict of interest involving me.

3.3. Sale of Stryker Property. I will not sell, give away or trade for my own benefit or for or on behalf of any person or entity other than Stryker, any items that are the property of Stryker. Stryker property includes, but is not limited to, samples, inventory, customer trade-ins (which includes trade-ins of Stryker and non-Stryker Products), training materials, promotional materials, handbooks, correspondence files, business card files, customer and prospect lists, price lists, product lists, software manuals, technical data, forecasts, budgets, notes, customer information, employee information, employee names, phone lists, organizational charts, product information and/or Confidential Information acquired by me in the course of my employment by Stryker. The requirements of this Section 3.3 apply to Stryker Property even if the property is obsolete or has been fully amortized, depreciated or expensed by Stryker.

INVENTIONS

4.1 Disclosure of Developments. I agree that during and subsequent to my employment with Stryker, I will promptly disclose and furnish complete information to Stryker relating to all inventions, improvements, modifications, discoveries, methods, and developments, whether patentable or not, made or conceived by my or under my direction during my employment whether or not made or conceived during normal working hours or on the premises of Stryker.

4.2 Intellectual Property is Stryker Property.

(a) I agree to assign and hereby assign to Stryker all title, interests and rights including intellectual property rights worldwide in and to any and all Intellectual Property (including, as defined above, patents and patent applications) made, conceived, developed, reduced to practice, or authored by me alone or with others during the course of my employment which are within the scope of Stryker's actual or anticipated business.

(b) My agreement to assign Intellectual Property rights, as set forth above, shall not apply to any Intellectual Property that was conceived and developed without the use of Stryker's equipment, supplies, facilities, and trade secret information and which was developed entirely on my own time, unless (a) the Intellectual Property relates (i) directly to the business of Stryker, or (ii) to Stryker's actual or anticipated research or development, or (b) the Intellectual Property results from any work performed by me for Stryker.

(c) I agree, however, that Stryker shall have a nonexclusive, fully paid license to use for all purposes any Intellectual Property within the scope of Stryker's actual or anticipated business but not assigned to Stryker under Paragraph 4.2(b), unless such a license is prohibited by statute or by a court of last resort and competent jurisdiction.

4.3 Copyrightable Works. I recognize that all Copyrightable Works shall to the fullest extent permissible be considered "works made for hire" in the United States as defined in the U.S. Copyright Laws and in any other country adhering to the "works made for hire" or similar notion. All such Copyrightable Works shall from the time of creation be owned solely and exclusively by Stryker throughout the world. If any Copyrightable Work or portion thereof shall not be legally qualified as a work made for hire in the United States or elsewhere, or shall subsequently be held to not be a work made for hire, I agree to assign and do hereby assign to Stryker all of my right, title and interest to the Copyrightable Works and all registered and applied for copyrights therein. I hereby waive any moral rights which I may hold in any Copyrightable Works or other Intellectual Property, as an author worldwide.

4.4 Employee Cooperation. When requested to do so by Stryker, either during or subsequent to my employment with Stryker, I will (a) execute all documents requested by Stryker for the vesting in Stryker of the entire right, title and interest in and to the Intellectual Property and Confidential Information, and all patent, copyright, trademark, or other applications filed and issuing on the Intellectual Property; (b) execute all documents requested by Stryker for filing and obtaining of patents, trademarks, or copyrights; and (c) provide assistance that Stryker reasonably requires to protect its

right, title and interest in the Intellectual Property and Confidential Information, including, but not limited to, providing declarations and testifying in administrative and legal proceedings with regard to Intellectual Property and Confidential Information. Whenever requested to do so by Stryker, I shall execute any applications, assignments or other instruments which Stryker shall consider necessary to apply for and obtain Letters Patent, trademark and/or copyright registrations in the United States or any foreign country, or to otherwise protect Stryker's interests. These obligations shall continue beyond the termination of my employment with Stryker with respect to Intellectual Property conceived, authored or made by me during my period of employment, and shall be binding upon my executors, administrators or other legal representatives.

4.5 Prior Intellectual Property. I have attached to this Agreement as Attachment B ("List of Prior Intellectual Property") a complete list of what I represent to be all Intellectual Property made, conceived or first reduced to practice by me, alone or jointly with others, prior to my employment with Stryker ("Prior Intellectual Property"). If no such Prior Intellectual Property List is attached to this Agreement, I represent that I have no such Prior Intellectual Property at the time of this Agreement. If in the course of my employment with Stryker I incorporate into a Stryker product, process, or machine any Prior Intellectual Property, then I hereby grant, and agree to grant, Stryker a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, modify, use, and sell such Prior Intellectual Property as part of or in connection with such product, process, or machine.

CONFIDENTIAL INFORMATION AND PROPERTY

5.1 Non-disclosure of Confidential Information. I recognize that Confidential Information is of great value to Stryker, that Stryker has legitimate business interests in protecting its Confidential Information, and that the disclosure to anyone not authorized to receive such information, including any entity that competes with Stryker, will cause immediate irreparable injury to Stryker. Unless I first secure Stryker's written consent, I will not disclose, use, disseminate, identify by topic or subject, lecture upon or publish Confidential Information. I understand and agree that my obligations not to disclose, use, disseminate, identify by subject or topic, lecture upon or publish Confidential Information shall continue after the termination of my employment for any reason.

5.2 Return of Information and Materials. Upon termination of my employment with Stryker for any reason whatsoever, or at any time requested by Stryker, I will immediately return to Stryker any and all Confidential Information and any and all information and material relating to Stryker's business, products, personnel, suppliers or customers, whether or not such material is deemed to be confidential or proprietary. Thereafter, any continued possession will be deemed to be unauthorized. I shall not retain any copies of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents in any form whatsoever (including information contained in computer memory or on any computer disk) relating in any way to the affairs of Stryker and which were entrusted to me or obtained by me at any time during my employment with Stryker.

5.3 Return of Stryker Property. Upon termination of my employment with Stryker for any reason whatsoever, or at any time requested by Stryker, I will return to Stryker any and all property in my possession which belongs to Stryker, including the following: all keys and security and credit cards; all equipment, products, samples, inventory, tools, computers, software, cell phones and other electronic devices; all customer files, account files, price lists, product information, training manuals, promotional materials and handbooks; and all other documents relating to Stryker's business, products, personnel, suppliers and customers.

NON-SOLICITATION AND NON-COMPETE

6.1 Employee Acknowledgement. I recognize that Stryker's relations with Stryker Customers represent an important business asset that results from Stryker's significant investment of its time and resources. I further acknowledge that my position with Stryker exposes me to Confidential Information and more generally to a segment of business with respect to which I may have had no prior exposure before joining Stryker. I further recognize that by virtue of my employment by Stryker, I have gained relationships with Stryker's Customers, and because of such relationships, I will cause Stryker great loss, damage, and immediate irreparable harm, if I should for myself or on

behalf of any other person, entity, firm or corporation, sell, offer for sale, or solicit or assist in the sale of a Conflicting Product or Service as stated in this Agreement.

6.2 Non-Solicitation of Customers and Supplier. I agree that during my employment with Stryker and during the Restricted Period, I will not, in any capacity, directly or indirectly, personally or through another person, (i) solicit, contact or sell any Conflicting Product or Service to a Stryker Customer; (ii) solicit, contact or sell any product or service to a Stryker Customer that competes with or is similar to any Stryker product or service; (iii) divert, entice or otherwise take away from Stryker the business or patronage of any Stryker Customer; or (iv) solicit or induce any vendor, supplier or Stryker Customer to terminate or reduce its relationship with Stryker.

6.3 Non-Compete.

(a) During my employment with Stryker and during the Restricted Period, I will not work (as an employee, consultant, contractor, agent, or otherwise) for, or render services directly or indirectly to, any Conflicting Organization in which the services I may provide could enhance the use or marketability of a Conflicting Product or Service by application of Confidential Information which I have had access to during my employment or while working for a Stryker agency. This provision shall not bar me from accepting employment with a Conflicting Organization whose business is diversified and which is, as to that part of its business in which I accept employment, not a Conflicting Organization. If I accept employment with a Conflicting Organization, I will provide Stryker written assurances satisfactory to Stryker that indicate that I will not render services directly or indirectly, during the Restricted Period, in connection with any Conflicting Product or Service. I understand that Stryker may also require written assurances from the Conflicting Organization. I also agree that during my employment with Stryker and during the Restricted Period, I will not render services to any organization or person in a position similar in responsibilities to any position I held with Stryker during the twenty-four (24) months prior to the termination of my employment with Stryker for any reason or in any position in which I could use Confidential Information to the detriment of Stryker.

(b) If I hold a research and development position with Stryker, I agree that during my employment with Stryker and during the Restricted Period I shall not hold a position with a competitor in which I will research or develop any product or service similar to products or services of Stryker for which I had research or development responsibilities during the twenty-four (24)-month period prior to the termination of my employment with Stryker or about which I learned Confidential Information.

(c) Notwithstanding Section 6.3(a) hereof, if at the time of the termination of my employment, my responsibilities include: sales or service, case coverage, servicing products or assisting with sales or service, case coverage or servicing product within a geographic area, territory, branch or assigned customer accounts, then the post-employment restrictions set forth in Section 6.3(a) hereof shall include and be limited to (i) the geographic area, territory, branch and assigned customer accounts that, directly or indirectly, was covered either by me or by employees, distributors, agents or representatives who reported to me at any time during such twenty-four (24) month period preceding the termination of my employment; and/or (ii) any geographic area, territory, branch and assigned customer accounts to which I provided services, covered cases, made proposals, made sales or serviced products whether directly or indirectly, at any time during such twenty-four (24) month period preceding the termination of my employment.

(d) During the Restricted Period, Section 6.3 shall apply if, during the last twenty-four months of employment, I worked in a sales or service role (e.g., ProCare, field service) or in a role that Stryker classified as salaried or exempt.

6.4 Non-Solicitation of Employees. I agree that during my employment with Stryker and during the Restricted Period, I will not, directly or indirectly, solicit, induce or influence, or attempt to solicit, induce or influence, any person engaged as an employee, independent contractor or agent of Stryker to terminate his, her or its employment and/or business relationship with Stryker or do any act which may result in the impairment of the relationship between Stryker and its employees, independent contractors or agents.

6.5 **Employee Obligation to Notify Stryker of Work for New Employer.** To enable Stryker to monitor my compliance with the obligations imposed by this Agreement, I agree to notify Stryker in writing before I commence employment with a new employer of the identity of my new employer (if any) and of my job title and responsibilities, and will continue to so inform Stryker, in writing, any time I accept or change employment during the Restricted Period. I shall provide this notice to the Human Resource lead for the division or location I last worked for Stryker. I agree Stryker is also permitted to contact any new or prospective employer regarding my obligations owed to Stryker.

6.6 **Modification of Non-Compete and Non-Solicitation Provisions.** The provisions of this Agreement shall be severable and if any provision of this Agreement is found by any court to be unenforceable, in whole or in part, the remainder of this Agreement shall nevertheless be enforceable and binding on the parties. I also agree that a court or arbitrator may modify any invalid, overbroad or unenforceable term of this Agreement so that such term, as modified, is valid and enforceable under applicable law and is authorized to extend the length of this Agreement for any period of time in which I am in breach of this Agreement or as necessary to protect the legitimate business interests of Company.

REPRESENTATIONS; ACKNOWLEDGEMENTS

7.1 **Code of Conduct.** I acknowledge receipt of Stryker Corporation's Code of Conduct and confirm that I have read and understand the Code of Conduct. I further agree to abide by and support the policies set forth in the Code of Conduct and understand that compliance with the Code of Conduct, as it may be amended by Stryker from time to time, is a condition of my continued employment.

7.2 **No Violation of Agreements with Prior Employers.** I have not signed any non-competition or other agreement that I have not disclosed to Stryker that prohibits me from being employed by Stryker or assigning works and ideas to Stryker ("Non-Compete Agreement"). I agree that I will not disclose to Stryker or use for Stryker's benefit any information that to my knowledge is proprietary or confidential to any of my prior employers, without proper consent from the prior employer. If I have signed a Non-Compete Agreement with a prior employer, I have provided a copy of that agreement to Stryker's Human Resources Department under separate cover.

7.3 **Medicare, Medicaid Participation; Fraud and Abuse.** I (a) have not been excluded or debarred from participation in any Federal or State Health Care Program (including Medicare, Medicaid, or CHAMPUS) or other state or federal governmental program, and (b) have not committed any acts which are cause for exclusion or debarment from participation in any such program. In addition, no entity in which I serve as a managing employee or officer, or currently have a direct or indirect ownership or control interest (c) has been excluded or debarred from participation in any Federal or State Health Care Program (including Medicare, Medicaid, or CHAMPUS), or (d) has committed any acts which are cause for exclusion or debarment from participation in any such program.

7.4 **Disclosure.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

7.5 **At-Will Employment.** I understand that this Agreement does not obligate me to remain employed by Stryker nor does it confer upon me the right to continued employment by Stryker. Stryker and I each have the right to terminate the employment relationship at any time, for any or no reason, with or without notice and with or without cause.

7.6 **Provisions are Reasonable.** I acknowledge and agree that it is reasonable and necessary for the protection of the goodwill and continued business of Stryker that I abide by the covenants and agreements contained in this

Agreement during and following my employment with Stryker and that Stryker will suffer irreparable injury, loss, harm and damage if I engage in conduct prohibited in this Agreement. My experience and abilities are such that compliance with this Agreement will not cause any undue hardship or unreasonable restriction on my ability to earn a livelihood and that the restrictions on my activities during and after employment do not prevent me from using skills in any business or activity that is not in competition with Stryker.

7.7 **Duty of Loyalty.** Nothing herein shall limit or reduce my common law duties to Stryker, including but not limited to my duty of loyalty.

MISCELLANEOUS

8.1 **Remedies.** I recognize that any breach by me of Sections 4, 5 or 6 of this Agreement will cause Stryker irreparable harm that cannot be compensated adequately by an award of monetary damages. Consequently, I agree: (a) that Stryker is entitled to specific performance and injunctive relief in addition to money damages at law without the posting of a bond if I breach or threaten to breach this Agreement; (b) that a court or arbitrator shall extend the Restriction Periods in this Agreement for any period of time in which I am in breach or as required to protect Stryker's legitimate business interests; and (c) that Stryker will be entitled to recover from me its reasonable attorneys' fees and costs for any action that it successfully brings for my breach or threatened breach of this Agreement. All remedies for enforcement of this Agreement shall be cumulative and not exclusive.

8.2 **Governing Law and Venue.** Although I may work for Stryker in various locations, I agree and consent that this Agreement shall be interpreted and enforced as a contract of Michigan and shall be interpreted and enforced in accordance with the internal laws of that state without regard to its conflict of law rules. In such circumstance, I agree and consent that any and all litigation between Stryker and me relating to this Agreement will take place exclusively in Michigan and I consent to the jurisdiction of the federal and/or state courts of that state. I consent to personal jurisdiction and venue in both such Courts and to service of process by United States Mail or express courier service in any such action. By signing this Agreement, I represent and warrant that I have been advised to and/or have consulted with an attorney and that the attorney and/or myself agree to the terms herein including, but not limited to, the terms of this paragraph.

8.3 **Validity of Provisions.** I expressly agree that the provisions contained herein are fair and reasonable limitations as to time, geographical area and scope of activity, and such restrictions do not impose a greater restraint than is necessary to protect the goodwill and other business interests of Stryker. To the extent any portion of this Agreement, or any portion of any provision of this Agreement is held to be invalid or unenforceable, it shall be construed by limiting and reducing it so as to contain the maximum restrictions permitted by applicable law. All remaining provisions of this Agreement, and/or portions thereof, shall remain in full force and effect. I have been provided an adequate amount of time to seek legal counsel before executing this Agreement and agreeing to its terms.

8.4 **Waiver.** I acknowledge that the failure of Stryker to insist upon strict compliance of this Agreement shall not be deemed a waiver of any of its rights.

8.5 **Transfer or Renewal of Employment.** This Agreement will be deemed to continue during any periods of renewal of my employment, including, but not limited to, periods of employment following promotions or transfers, or during any subsequent re-employment by Stryker.

8.6 **Binding Effect and Assignability.** I may not assign any of my obligations under this Agreement. I acknowledge that my obligations will continue beyond the termination of my employment and are binding upon my assigns, executors, administrators, and other legal representatives. I hereby consent and agree to assignment by Stryker of this Agreement and all rights and obligations hereunder, including, but not limited to, an assignment in connection with any merger, sale, transfer or acquisition consummated by Stryker or any of its subsidiaries, affiliates or divisions, or relating to all or part of its assets or the assets of its subsidiaries, affiliates or divisions.

8.7 **Independence of Obligations.** Each of my obligations to be performed under this Agreement shall be interpreted independent of (i) any other provisions of this Agreement, and (ii) any other obligation Stryker may have

toward me. The existence of any claims I have or may have against Stryker, whether based on this Agreement or otherwise, shall not be a defense to the enforcement of any my obligations under this Agreement.

8.8 **Trial by Court.** I agree that in any legal action relating to this Agreement and/or my obligations under this Agreement, I waive my right to a trial by jury.

8.9 **Notice.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by pre-paid certified mail, return receipt requested, or by Federal Express or other similar overnight delivery service providing proof of delivery, to Stryker at your division's headquarters to the attention of your division's HR leader, and to me at my last known address. All notices shall be effective on the date sent in accordance with this provision.

8.10 **Interpretation.** I acknowledge that the terms of this Agreement will not be interpreted or construed in favor of me on the basis that Stryker was the drafter of this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning.

8.11 **Entire Agreement.** This document, including its two attachments [Attachment A "State Law Modifications," Attachment B "List of Prior Intellectual Property"] contains the entire agreement of the parties related to the matters addressed in this Agreement. This Agreement may not be modified orally but only in writing by the Chief Human Resources Officer for Stryker. This Agreement supersedes any and all prior agreements between the parties with respect to the matters addressed in this Agreement.

8.12 **Prior Agreements.** Except as may be stated herein, I agree and acknowledge that this Agreement supersedes prior agreements between me and Stryker with respect to the subject matter addressed in this Agreement.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THE AGREEMENT AND ITS ATTACHMENTS AND UNDERSTAND AND AGREE TO EACH OF THEIR PROVISIONS.

EMPLOYEE'S SIGNATURE

Thadeus Meneses

PRINT NAME

04/14/2022

DATE: _____

ATTACHMENT A

State Law Modifications

The purpose of this Attachment A to the Agreement is to modify certain terms of this Agreement as described herein. This Attachment A supplements and is intended to be read in conjunction with the Stryker Corporation Confidentiality, Intellectual Property, Non-Competition and Non-Solicitation Agreement for U.S. Employees, even though it may be received separately. This Attachment A will be updated from time to time, to reflect changes in the scope of employment. For purposes of this Agreement, the Employee is employed in only one state at any given time.

WHILE THE EMPLOYEE IS EMPLOYED IN LOUISIANA

The following is added to Sections 6.2 and 6.3 of the Agreement:

During the Restricted Period, this covenant shall apply in the following parishes: _____.

ATTACHMENT B

List of Prior Intellectual Property



Fitness center participant Guidelines and waiver agreement

The completion of this form is required to use a Stryker fitness center and associated equipment. This form must be provided to Human Resources before use of the fitness center is authorized.

Fitness center guidelines:

1. Availability

The facility is available only to Stryker employees. Due to risk and liability issues, contractors, spouses, dependents and guests may not use a Stryker fitness center. Employees should use the fitness facility at their normal work location. Visiting Stryker employees may use a fitness center if they have signed a waiver.

2. Hours and use

The fitness center is available 24 hours a day, seven days a week. Time spent in the fitness center is not regularly scheduled, paid work time. Hourly employees must clock out during time spent in the fitness center.

3. Workout clothing

Workout clothing should be appropriate attire, worn only in the fitness center and not in the office during normal business hours. Please refrain from wearing:

- Clothing with sexually suggestive or offensive graphics, words or sayings;
- Clothing with racially or ethnically offensive graphics, words or sayings;
- Beach-wear such as midriff-bearing tops or clothing that is too revealing;
- Dirty or damaged clothing, such as clothing with holes, tears or obvious stains.

4. Lockers

Lockers are for use only during your workout times. No belongings are to be left in the lockers after you leave the fitness center. Stryker is not responsible for the loss of personal items.

Waiver and release:

I hereby waive and release any and all claims for and all losses, injury, and/or damages I may have against Stryker and its offices, employees, and agents as a result of my use of the company fitness center. I recognize and agree that my use of the fitness center is on a voluntary basis and is not a company- sponsored or required activity nor is it a function of, or related to, my position. Furthermore, I understand that the fitness center is unsupervised. I assume the risk of any physical problems which may develop as a result of my use of the facility and waive and release the company and any and all employees from any liability thereof. I understand that I must sign this waiver form in order to use the fitness center and follow all company policies and guidelines established for the use of this facility.

Signature: _____

Date: _____

Print name: Thadeus Meneses



Model release

I grant Stryker Corporation and its parents, subsidiaries, affiliates, and assigns ("Stryker"), and those acting under Stryker's authority, the irrevocable, perpetual, and unrestricted world-wide rights to:

- (a) Photograph, videotape or otherwise record me, my voice, likeness or testimonial, in any and all types of media ("the Recordings");
- (b) Edit, modify, copy, alter, synchronize, exhibit, and create derivative works from the Recordings; and
- (c) Use and distribute the Recordings or any derivative works, in whole or in part, at its discretion in any medium (including, but not limited to, print publications, videos, and digital or other electronic media) and for any purpose, including, but not limited to, the following:
 - a. Safety and security identification, authorization and verification such as photo ID badges and other related purposes;
 - b. Organizational communications, announcements, charts, directories, bulletin board/intranet site postings, locators of individuals and departments and associated responsibilities, and internal networking sites;
 - c. Workforce succession information;
 - d. Employee activities, awards, affinity groups, company newsletters and other communication;
 - e. Recruiting, promotional, marketing, publicity and advertising efforts.

I understand that this consent will apply throughout and after my employment with Stryker. I waive any right to inspect or approve any finished product containing the Recordings. Additionally, I waive any right to compensation related to the Recordings. I release Stryker and those acting under its authority from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have relating to the Recordings or by reason of this Release.

I am 18 years of age or older and am competent to contract in my own name. I have read this Release, and I fully understand the contents, meaning, and impact of this Release. I acknowledge that I am not required to provide a testimonial and I am entering into this agreement knowingly, freely, and voluntarily.

Signature _____ Date _____

Printed Name Thadeus Meneses



Hepatitis B vaccine immunization acknowledgement

Name: Thadeus Meneses

Position: Information Systems Intern

As a new employee of Stryker Corporation, or any of its subsidiaries, divisions or affiliates, you may receive training on **OSHA's Blood Borne Pathogen Standard (29 CFR 1910.1030)**. If it is reasonably anticipated that an employee will come in contact with blood or OPIM during the daily performance of his/her job, he or she is considered to have occupational exposure to blood borne pathogens and may be at risk of acquiring Hepatitis B virus (HBV) infection. To ensure the a) safety of our employees and b) compliance with state and federal regulations, all employees who may be exposed to blood borne pathogens will receive training on the Blood Borne Pathogen Program via the Stryker Learning Management System.

All Stryker employees are eligible for vaccine immunizations which will be paid for (or reimbursed) by Stryker. It is the choice of each individual whether to go through this immunization process.

I elect to have the Hepatitis B vaccine. Immunizations will be arranged with the Stryker Human Resources or Environmental Health and Services Team.

I elect not to have the Hepatitis B vaccine. I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no cost to me.

I have already been immunized.

Signature: _____ Date: _____

Consultants

The Code allows for the continued use of consultants by Stryker so long as a number of conditions are met. We may retain only as many consultants as are legitimate and appropriate to provide bona fide services and compensation to consultants must be consistent with fair market value. Sales personnel may provide input for suitability of a proposed consultant but may not control or unduly influence selection. If you have any questions, please consult your division management. Consulting relationships cannot be based on the volume or value of business generated by the consultant.

Charitable Donations

Charitable donations are allowed, but only if certain criteria established in the Code, as well as internal Stryker rules, are followed. Contact your manager for more detailed information.

Can Stryker make a charitable donation?

Yes, if it meets the following criteria and otherwise complies with internal Stryker rules:

- The charity must be a bona fide 501(c)(3) organization that isn't controlled by a single individual.
- The organization must promote patient/public education or indigent care.

Can I purchase a hole at the local hospital charity golf outing?

Yes, so long as you comply with internal Stryker rules. You cannot, however, give a round of golf to an HCP. You can either give the playing times to a non-HCP or donate the round of golf to the local hospital charity for its use and designation of players.

Reimbursement Information

Stryker can provide reimbursement information about Stryker products so long as it is accurate and objective and is not related to appropriate coverage or proper coding for Stryker products. You must have any reimbursement advice reviewed in advance by a Stryker approved reimbursement consultant.

Evaluation and Demonstration Products

Under certain circumstances, Stryker may provide reasonable quantities of products to HCPs at no charge for evaluation and demonstration purposes. Please consult with division management as to its respective policies for this matter.

Other Frequently Asked Questions**Does the Code apply if my surgeon travels internationally?**

Yes, the Code applies to any U.S. HCP regardless of where the person travels.

Have we communicated to our customers the requirements of the Code?

Yes. Leaders from many of the leading orthopaedic/spine implant companies signed a joint letter to HCPs. A copy is available upon request.

What should we do if a competitor fails to comply with the Code?

Notify your manager and/or the Legal Department.

**For more information
please contact the
Stryker Legal Department
at 269 385 7325**



Joint Replacements

Trauma, Extremities & Deformities

Craniomaxillofacial

Spine

Biologics

Surgical Products

Neuro & ENT

Interventional Spine

Navigation

Endoscopy

Communications

Imaging

Patient Care & Handling Equipment

EMS Equipment

Practical Guide to the AdvaMed Code of Ethics



2825 Airview Boulevard
Kalamazoo, MI 49002
t: 269 385 2600 f: 269 385 1062

www.stryker.com

AdvaMed is a group of over 1,100 orthopaedic and other medical device companies including Stryker and many of its direct competitors.

Why was the AdvaMed Code of Ethics (the “Code”) developed?

The AdvaMed Code of Ethics was developed to help medical device companies understand what can and cannot be done with customers. The Code is based on U.S. law, which prohibits medical device companies from providing anything of value to customers to improperly influence or obtain a sale. Changes to the Code are effective July 1, 2009.

What does the Code apply to?

The Code applies to all interactions with any U.S. Health Care Professional (“HCP”). HCPs include doctors, nurses, hospital administrators, etc., who purchase, lease, recommend, use, or arrange for the purchase or lease of our products.

Who does the Code apply to?

The Code applies to all Stryker employees and agents who do business with HCPs.

Prohibition on Entertainment and Recreation

- The Code requires that interactions should be professional in nature and facilitate the exchange of scientific or medical information. The Code prohibits you from paying for or providing entertainment or recreational activity to any HCP, including golf, skiing, theatre or sporting event tickets, hunting trips, etc. These items are prohibited regardless of value or whether the entertainment or recreation is secondary to an appropriate purpose.

Meals and Refreshments

The Code sets forth certain provisions that you must follow in connection with any meals or refreshments that are provided to an HCP.

What is allowed?

- A meal may be a part of a sales and promotional meeting, product training, or consulting arrangement (all of which are described in greater detail below).
- In addition, to satisfy the Code, the meal must be:
 - modest and occasional,
 - incidental to the bona fide presentation of scientific, educational, or business information, and
 - provided in a manner conducive to the presentation of information.

What is not allowed?

- You may not provide a meal to an HCP who does not attend a meeting (i.e., no “dine & dash”).
- You may not pay for a meal for a guest of an HCP or any other person who does not have a bona fide interest in the meeting.

If my doctor’s spouse works in his office, can I pay for him or her to attend meals and refreshments in situations where it is appropriate to do so for the doctor?

Generally no. The Code specifically prohibits you from paying for meals and receptions for spouses or guests of health care professionals, unless the spouse or guest has a bona fide professional interest in the information being shared at the meeting or event. The mere fact that a spouse works in the doctor’s office is not sufficient to establish such a bona fide professional interest.

Can I pay for a meal for a doctor’s spouse if I don’t expense it?

No. The Code prohibits you from paying for meals for spouses, regardless of whether you expense the meal or are otherwise reimbursed by Stryker.

Sales and Promotional Meetings

A “Sales and Promotional Meeting” is just that – a meeting to discuss product features and sales terms.

What is allowed?

- Modest meals and refreshments can be provided to the HCP occasionally when accompanied by a Stryker sales representative.
- When travel is necessary (e.g., for plant tours or demonstration of non-portable equipment), reasonable travel (coach class ticket) and modest lodging can be provided to the HCP.

Can I have dinner meetings with a surgeon or other HCP?

Yes, so long as the purpose of the dinner is to discuss product features/terms. Dinners must be modest in value and can only be held occasionally.

Can Stryker pay for an HCP’s visit to a Stryker facility?

Yes, if there is a legitimate business reason for the visit and the travel and lodging costs are modest. HCPs cannot stay in high-end or boutique hotels.

Product Training Meetings

Product Training Meetings must take place at a location conducive to providing the training, using qualified faculty to provide training on Stryker products or techniques using Stryker products. Examples include cadaver training courses or surgery observations.

What is allowed?

- Modest meals and refreshments can be provided in connection with the training to the HCP occasionally when accompanied by a Stryker sales representative or employee, and only to those participating in the product training.
- When travel is necessary, reasonable travel (coach class ticket) and modest lodging can be provided to the HCP. HCPs cannot stay in high-end or boutique hotels.

Can a Product Training Meeting take place at a resort?

No.

Third Party Educational Conferences

These are independent, educational or scientific conferences sponsored by a third party such as a CME provider, association, or other qualified third party. Examples include (1) a CME meeting supported by Stryker or other orthopaedic companies (e.g., Current Concepts), (2) AAOS Annual Meeting or educational seminar, and (3) association meetings such as MAOA, EOA, SOA, or AAHKS.

What is allowed?

- Stryker can provide a grant to the conference sponsor to reduce conference costs so long as the conference is for scientific or educational activities and (1) grants continuing medical education credits, (2) is widely advertised, (3) is at least 70% devoted to clinical or legal compliance issues, and (4) is not required curriculum of an institution.
- Stryker can make a grant to a conference sponsor or the education institution to allow the attendance of an HCP-in-Training (resident, fellow, student, etc.) so long as the money is used to cover the reasonable, actual costs of travel, lodging, and registration fees for the HCP-in-Training and otherwise complies with divisional policies. The conference sponsor must select the HCPs who receive the grant.

- Stryker may provide funding to the conference sponsor to pay for meals and refreshments of conference attendees if the meals and refreshments are modest and subordinate in time and focus to the event.

What is not allowed?

- Stryker cannot provide for the registration, travel, lodging, activity, or transportation costs for HCPs to attend Third Party Educational Conferences.
- Stryker cannot pay for any expenses for spouses or other guests of an HCP or HCP-in-Training at a Third Party Educational Conference.

Can Stryker pay for a faculty member to teach at a Third Party Educational Conference?

Yes, but this can only be done via a grant to the conference sponsor to cover reasonable fees, travel, lodging, and meals for HCPs who are faculty members at such a conference.

Can I give money to my customers (doctors, nurses, etc.) to allow them to attend AAOS?

No. You are not allowed to provide cash or cash equivalents to an HCP.

Can I pay for a surgeon’s expenses to attend the AAOS conference if I provide him with some product training at the conference?

No. Although you are allowed to pay the expenses of an HCP to attend product training sessions sponsored by Stryker, that training session must be the actual and primary purpose of the HCP’s attendance. Refer to divisional policies where product training meetings coincide with third party educational conferences.

Am I allowed to recommend faculty to speak at a Third Party Educational Conference?

Yes, if requested by the conference sponsor. The ultimate selection of faculty must be made by the conference sponsor.

Educational Items/Gifts

These rules relate to items provided to hospital administrators, practice groups, surgeons, and other HCPs.

What is allowed?

You can provide items to an HCP so long as the item has a fair market value that is less than \$100 and serves an educational purpose or benefits the patients. The only exception is that you can give an anatomical model or textbook that costs more than \$100.

What is not allowed?

Any type of non-educational branded promotional items, even if the item is of minimal value and related to the HCP’s work including pens, notepads, mugs and other items that have the Stryker name. You also may not provide HCPs with gifts such as cookies, golf balls, golf shirts, gift certificates, fruit baskets, wine, or holiday gifts.

Can I give a complete set of scrubs with the Stryker Logo on them to an HCP?

No. These items would not be considered to be either educational or for the benefit of patients.

Can I give a gift certificate to the HCP?

No. You cannot give cash or cash equivalents.

Can I provide a gift to recognize a life event for an HCP, such as the death of a family member?

The revised Code of Ethics prohibits gifts for significant life events.



Protected veteran employee self-identification form

To enable Stryker Corporation to meet government reporting regulations, please complete this personal data form. Information will be used for government reporting purposes and will be detached and kept separate from your personnel file. Any information that you choose to provide will not be considered for employment purposes and will be treated as confidential. Your voluntary cooperation will be appreciated.

The following are definitions of protected veterans under the Vietnam Era Veterans' Readjustment Assistant Act as amended:

- **Disabled veteran:** (A) A person who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or (B) A person who was discharged or released from active duty because of a service-connected disability.
- **Active duty wartime or campaign badge veteran:** A person who served on active duty in the U.S. military, ground, naval or air service in a war, campaign or expedition in which a campaign badge has been authorized under laws administered by the Department of Defense.
- **Armed forces service medal veteran:** A person who, while serving on active duty in the Armed Forces, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985.
- **Recently separated veteran:** A person who was discharged or released from active duty within the last three years.

Based on the definitions above, please check the appropriate box below.

- I am a protected veteran as I fall into one or more of the categories above.
- I do not fall into one or more of the categories above.
- I do not wish to answer.

Name: _____ Date: _____
 Last First M.I.

Voluntary Self-Identification of Disability

Form CC-305
 OMB Control Number 1250-0005
 Expires 1/31/2020
 Page 1 of 2

Why are you being asked to complete this form?

Because we do business with the government, we must reach out to, hire, and provide equal opportunity to qualified people with disabilities.ⁱ To help us measure how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for a job, any answer you give will be kept private and will not be used against you in any way.

If you already work for us, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our employees to update their information every five years. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition.

Disabilities include, but are not limited to:

- Blindness • Autism • Bipolar disorder
- Deafness • Cerebral palsy • Major depression
- Cancer • HIV/AIDS • Multiple sclerosis (MS)
- Diabetes • Schizophrenia • Missing limbs or partially missing limbs
- Epilepsy • Muscular dystrophy
- Post-traumatic stress disorder (PTSD)
- Obsessive compulsive disorder
- Impairments requiring the use of a wheelchair
- Intellectual disability (previously called mental retardation)

Please check one of the boxes below:

- YES, I HAVE A DISABILITY (or previously had a disability)
 NO, I DON'T HAVE A DISABILITY
 I DON'T WISH TO ANSWER

Your Name

Today's Date

Voluntary Self-Identification of Disability

Form CC-305
OMB Control Number 1250-0005
Expires 1/31/2020
Page 2 of 2

Reasonable Accommodation Notice

Federal law requires employers to provide reasonable accommodation to qualified individuals with disabilities. Please tell us if you require a reasonable accommodation to apply for a job or to perform your job. Examples of reasonable accommodation include making a change to the application process or work procedures, providing documents in an alternate format, using a sign language interpreter, or using specialized equipment.

ⁱ Section 503 of the Rehabilitation Act of 1973, as amended. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) website at www.dol.gov/ofccp.

PUBLIC BURDEN STATEMENT: According to the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. This survey should take about 5 minutes to complete.

stryker

Employee Handbook

for U.S. employees

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Section one

Introduction



Mission

Together with our customers,
we are driven
to make healthcare better.

Values

Integrity We do what's right	Accountability We do what we say	People We grow talent	Performance We deliver
--	--	---------------------------------	----------------------------------

Welcome

Welcome to Stryker, where **together with our customers, we are driven to make healthcare better.**

This is our mission statement, and it is at the heart of everything we do and believe at Stryker. It is a mission shared by each and every one of our employees, no matter what your role is or where you are located. Our employees accomplish this mission by collaborating with each other and with our customers to develop, manufacture, and sell innovative and groundbreaking products and services which improve the lives of our patients.

Stryker's values guide us in how we fulfill that mission. As you can see, two of those values focus around growing talent and delivering performance. Stryker has a long tradition of selecting only the best talent to join our ranks, and we are confident that you have what it takes to carry on that tradition.

About Stryker

Stryker is one of the world's leading medical device companies and has been a leader in the medical device industry for more than 70 years. When Dr. Homer Stryker, an orthopaedic surgeon from Kalamazoo, Michigan, found that certain medical products were not meeting

his patients' needs, he invented new ones that did. In 1941, after interest in Dr. Stryker's products had grown, he started the Orthopaedic Frame Company to produce and sell them to other surgeons. The goal of his company was to help patients lead healthier, more active lives through products and services that make surgery and recovery simpler, faster and more effective.

The Orthopaedic Frame Company eventually became known as Stryker Corporation. Since Dr. Stryker started the Company, we have greatly broadened our scope and our footprint and now have nine (9) U.S. divisions: Joint Replacement, Spine, Trauma and Extremities, Instruments, Medical, Craniomaxillofacial, Endoscopy, Sustainability Solutions and Neurovascular. In addition, our Global Quality and Operations team is responsible for, among other things, the manufacture of our products for all nine (9) divisions. Our employees are found nationwide, and particularly in Michigan, New Jersey, California, Arizona, Florida, Texas, Illinois, and Washington.

Stryker has repeatedly been honored as one of the top 50 S&P 500 companies and as one of the best places to work in the United States.

How to use this handbook

This employee handbook ("handbook") is applicable to all employees of Stryker Corporation (the "company"), including all its divisions and all of its subsidiaries and affiliates, in the United States.¹

This handbook, together with appendices, supersedes and replaces all prior handbooks issued for any of Stryker's divisions in the United States. Any questions regarding this handbook should be directed to your division's Human Resources department.

Purpose of the handbook

This handbook is intended to help you build a mutually beneficial working relationship with your fellow employees and with Stryker (the "company"). The policies and benefits outlined

¹ Attached to this handbook are **California, Puerto Rico, and Virginia addenda**. They contain additional policies – above and beyond what is included in the handbook – which are applicable only to employees in those locations. If you are an employee in one of these locations, the policies applicable to you can be found in the handbook **plus** the corresponding addendum.

in this handbook are summaries only and are subject to the actual provisions of the legal documents, if any, in effect covering such policies and benefits. The company reserves the right to alter, modify, amend, or terminate these policies and benefits at any time, with or without advance notice, in the sole discretion of the company. No changes or modifications may be made to any policy or benefit outlined in this handbook unless made in writing and authorized by the Vice President of Global Human Resources or his/her designee. No oral statements or representations can change the provisions of this employee handbook.

Your employment with the company **is at all times at-will**, which means that your employment is not for a definite or specified period and both you and the company have the right to terminate your employment at any time, for any reason, with or without advance notice and with or without cause. Nothing in this handbook or any oral statement shall limit the right to terminate at will. **The language in this handbook is not intended to establish nor should it be interpreted as a contract between the company and any of its employees for either employment or the provision of any benefits.**

Nothing in this handbook or in any other document or policy will be interpreted or applied in such a way as to violate any local, state or federal law, including but not limited to the National Labor Relations Act.

You will be required to acknowledge that you have received and adhere to the policies and guidelines in the handbook in the manner directed by your manager or the Human Resources department.

Section two

**Stryker's 13
Corporate policies**

All employees of the company – regardless of division or location – are expected to comply with and follow each of the 13 corporate policies and procedures established by the company. These policies are not the only policies that are applicable to Stryker employees – other policies in this handbook and any local policies or guidelines will also apply. But these 13 policies and procedures are representative of, and a critical part of, Stryker's commitment to the highest standards of ethical and lawful conduct.

Each of the 13 corporate policies is listed below, together with a summary of the policy² and a link to where that policy can be found on the internet. From time to time, these policies may be altered and/or amended. Each employee is responsible for keeping abreast of those changes, which will be reflected in the online copy of each respective policy.

Corporate policy no. 1: Code of Conduct

Stryker Corporation is committed to conducting its affairs ethically and lawfully. To that end, Stryker's code of conduct establishes policies and procedures designed to guide all employees in the performance of their duties and responsibilities and to ensure compliance with the company's commitment to ethical and lawful behavior. The code of conduct contains 13 basic policies addressing compliance with laws, work environment, manufacturing products, competitive practices, marketing and sales, recording and reporting information, payments, fair dealing, confidential information, political contributions, corporate opportunities, conflicts of interest and protection and use of company assets.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

² The summaries of the policies are included for the convenience of employees. The language of the actual policy, however, controls all situations and, to the extent that there is any conflict between the summaries provided here and the language of the actual policies, the actual policy language will take precedence.

Corporate policy no. 2: Anti-Discrimination

Stryker values a diverse and inclusive workforce and is committed to maintaining a workplace that is free of discrimination, intimidation, and unlawful harassment. To that end, Stryker expressly prohibits discrimination of any kind on the basis of an employee's sex, race, color, ethnicity, national origin, ancestry, citizenship, age, disability, illness or history thereof, creed, religion, service in the armed forces, marital or veteran status, sexual orientation, gender identity or expression, economic or social status or any other legally protected characteristic.

Discrimination is prohibited with regard to any workplace decision or action, including but not limited to:

- Recruitment of candidates
- Interviewing and hiring of candidates
- Job assignments
- Promotions
- Pay or other compensation
- Benefits
- Discipline
- Performance assessment
- Performance management
- Termination of employment
- Training and apprenticeship programs
- Creating or enforcing the terms or conditions of employment
- The implementation and interpretation of Stryker policies or practices

If you believe you have been discriminated against in violation of the policy, you should bring your concern to the attention of your immediate supervisor or a Human Resources representative.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Corporate policy no. 3: Harassment Free Workplace policy

Sexual and other unlawful harassment in the workplace is prohibited and will not be tolerated. Any employee who violates Stryker's Anti-Harassment policy may be subject to disciplinary action, up to and including termination.

Unlawful harassment includes actions, words, jokes, e-mail, or comments based on an individual's sex, race, ethnicity, age, disability, religion, or any other legally protected characteristic. Sexual harassment includes unwelcome sexual advances, requests for sexual

favors, and other physical, verbal, or visual conduct when submission to the conduct is an explicit or implicit term of employment, submission to or rejection of the conduct is used as the basis for employment decisions, or when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile, or offensive work environment.

The following types of behavior may constitute sexual harassment: explicit sexual propositions; sexual innuendoes; sexually suggestive comments, epithets, or slurs; sexually oriented teasing or kidding; sexually oriented jokes; obscene gestures or language; obscene or sexually suggestive pictures or drawings; and physical contact, such as patting, pinching, or touching.

If you believe you have been the object of sexual or other unlawful harassment, you should submit a complaint, orally or in writing, to your immediate supervisor or to the Human Resources department or through Stryker's Ethics Hotline. Your complaint will be investigated promptly and thoroughly, and appropriate action will be taken in response to the allegations.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Corporate policy no. 4: Drug-Free Workplace/Prohibited Substances

Stryker Corporation has a policy governing the use or abuse of drugs in the workplace. Stryker is committed to providing all employees with a drug and alcohol-free workplace and has established a Drug Free Workplace/Prohibited Substances policy to (1) ensure a safe environment for employees and customers; (2) protect Stryker and employee property; (3) increase productivity, efficiency and quality of service; and (4) enhance operational security. An employee who violates the Policy will be subject to disciplinary action, up to and including termination.

The following conduct, among other things, is prohibited: (1) unauthorized use, consumption or sale of a prohibited substance on Stryker premises or during company time; (2) being under the influence of an illegal drug, controlled substance or alcohol during

working hours³; (3) off-duty use that adversely affects work performance, the safety of others at work, or Stryker's reputation in the community; and (4) refusal to submit to testing, treatment or rehabilitation as permitted by the policy. The policy also sets forth Stryker's right to implement and enforce the policy, its rights to perform drug testing of employees, and its right to investigate and search employees.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Corporate policy no. 5: On-Label Product Promotion

The promotion of medical devices is highly regulated by the United States Food and Drug Administration ("FDA") and regulatory bodies in other countries in which Stryker conducts business. The applicable laws and regulations are designed to make certain that the information that manufacturers provide to health care professionals and patients about the uses, benefits, and risks of medical devices is truthful, not misleading, and based on robust scientific evidence and sound clinical medicine. Among other things, these laws and regulations generally limit the promotion of a medical device to the cleared or approved uses of the device. As part of Stryker's commitment to operating ethically and lawfully, Stryker and its agents must only promote its products for on-label uses. Executing on this commitment is consistent with Stryker's business goals, as it supports the company's reputation for professionalism and our credibility among health care professionals and patients.

³ Note that "working hours" will mean different things to different employees depending on position. For sales employees or other employees who work outside of Stryker facilities, "working hours" includes the normal workday of 9:00 a.m. to 5:00 p.m., along with any other time when the employee is expected to be at a customer account for any reason, is "on call" and may be called into a customer account without notice.

This policy does not mean that employees who are at dinners or events that are part of their job are prohibited from drinking any alcohol. Employees at these events are to be mindful that they are representing Stryker during such events and that any alcohol consumption should be in a responsible manner and with professionalism. Intoxication is **not** a legitimate excuse for inappropriate behavior and can lead to termination or other disciplinary action.

The On-Label Product Promotion policy strictly prohibits the off-label promotion of Stryker products by Stryker employees, where “off-label” is defined as a use for which the FDA or a corresponding foreign regulatory authority has not cleared or approved a product, or which is outside the scope of an applicable 510(k) exemption or similar exemption under laws outside the United States. Moreover, all promotional materials must be approved pursuant to applicable regulatory procedures, and alteration of approved promotional materials is strictly prohibited.

Employees who violate this policy are subject to discipline including termination of employment.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Corporate policy no. 6: Trading in Securities by Company Personnel

Stryker has a policy concerning trading in securities by the company's employees. Under this policy and the law, employees (and others with whom they have a business or family relationship) are prohibited from buying or selling shares of Stryker common stock or shares of stock in Stryker's customers, suppliers, and other companies with whom Stryker does business if the employee is in possession of material, non-public information related to Stryker or the other company. In addition, employees are prohibited from passing on material non-public information to others who may buy or sell shares based on that information.

Information is material if a reasonable investor would consider it important in making a decision to buy or sell securities. You are advised not to trade in securities while in possession of non-public information and not to communicate such information to others who might trade even if you suspect such information may not be material, because regulators and others who may review the materiality of the information will be viewing your transactions with the benefit of hindsight. Information is non-public until it has been effectively disclosed in a manner sufficient to ensure its general availability to the investing public.

The legal consequences for violating this policy may include (1) civil penalties and liability for the persons involved and Stryker; (2) criminal prosecution with exposure to prison terms and fines; and (3) disciplinary action up to and including termination of employment.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Corporate policy no. 7: Electronic and Other Business Systems

Stryker Corporation has a policy governing the use of its electronic and other business systems, including, but not limited to computers, e-mail, voice mail, telephones, "smart phones" (such as iPhones or Android or Google devices), internet access, video teleconference, facsimile machines, and other electronic or business equipment provided by Stryker to its employees (referred to herein as the "systems").

The systems are Stryker's property and are provided to employees to assist them in the conduct of Stryker's business. The documents, files, communications, and recordings created on, by, or through these systems are also Stryker property.

Stryker has the right to intercept, access, monitor, review, copy, modify, or delete any documents, files, communications, and recordings created on, by, or through these systems at any time and for any reason, with or without notice to the employee.

Among other things, employees are prohibited from using the systems:

- to make offensive, harassing, obscene or threatening communications;
- to download, distribute, view or send pornographic, sexual, religious, racial, or other form of harassing, offensive or inappropriate material;
- for unreasonable personal use or a use that interferes with the job function of the employee or other employees; and
- for any unlawful purpose or in violation of the company's policy or code of conduct.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Corporate policy no. 8: Stryker Compliance Program

Stryker has established a compliance program to ensure that the company continues to conduct its affairs in compliance with all applicable laws, policies, and procedures and in accordance with Stryker's high ethical standards.

Each Stryker employee is responsible for complying with all applicable laws, policies and procedures. Likewise, each Stryker division is responsible for conducting its affairs ethically and lawfully.

If you know of or suspect a violation of any applicable law, policy, or procedure, you should report it to your Division President, your Division Compliance Officer, or appropriate personnel at Stryker Corporate headquarters. Reports of violations that are made to Stryker Corporate headquarters should be made to the Chief Executive Officer, Chief Financial Officer, or General Counsel of Stryker Corporation. In addition, compliance violations may be reported to your manager, the Human Resources Department, or through Stryker's Ethics Hotline.

The company will take appropriate disciplinary action, up to and including termination of employment, to enforce compliance. Grounds for disciplinary actions include violation of any applicable law, policy, or procedure, as well as the failure to report such a violation.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Corporate policy no. 9: Quality

At Stryker, quality is first in everything we do. We are driven to make health care better for our customers by providing innovative products and services that meet regulatory requirements through our effective quality system.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Corporate policy no. 10: Ethics Hotline

The company has policies on equal employment opportunity, harassment and sexual harassment, nonretaliation and the reporting by employees of improper, unethical or illegal conduct or activity, which can be found in our Equal Employment Opportunity/Affirmative Action policy, Code of Conduct and Code of Ethics, all of which are posted on the corporate intranet. Employees are required (and have a responsibility) to report to management any conduct or activity that they believe may give rise to legal or ethical problems or violate applicable legal requirements. This includes, but is not limited to, discrimination; harassment; fraud; unethical or unlawful conduct; retaliation; improper conduct regarding accounting, internal accounting controls or auditing matters; violations of federal securities laws, the rules and regulations of the Securities and Exchange Commission ("SEC") or any other provision of federal law relating to fraud against stockholders and violations of any other laws.

An employee may report any suspected improper, unethical or illegal conduct or activities to the President or executive in charge of the applicable division, subsidiary or operating unit or to the Chief Executive Officer, Chief Financial Officer, Vice President Human Resources, General Counsel, or Chief Compliance Officer of the company as set forth in our Code of Conduct. However, if an employee feels uncomfortable reporting suspected improper, unethical or illegal conduct or activities in such manner, the employee may report the conduct or activity directly to a member of the Ethics Hotline Committee or anonymously through the company's Ethics Hotline telephone number (+1 800 461 9330) or Ethics Hotline at www.ethicshotline.stryker.com. The Ethics Hotline policy explains how the Ethics Hotline works and may be used as a resource for employees.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Corporate policy no. 11: Global Privacy and Data Protection

At Stryker we strongly believe in the privacy of personal data and particularly protecting the information collected in the employment relationship. We also value the trust our employees place in Stryker to responsibly manage information about them. That is why we have adopted a policy to guide our collection, use, release and retention practices and the accuracy and security of the personal information we hold about prospective, current and former employees. Our employees play an important role in the protection of that information by adhering to our principles. We also expect our employees' assistance to ensure that the personal information that we hold about them is accurate and up to date.

The principles included in this policy include Stryker's commitment to only collect relevant and necessary information about employees, to be transparent with employees as to what kinds of information the company collects, to keep information accurate and up to date, to safeguard the confidentiality of such information and to use it only for legitimate business purposes.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Corporate policy no. 12: Improper Payments

Stryker's Code of Conduct, corporate policy number one, provides that "the company and its employees and directors will not make any improper payments to government or nongovernment officials, employees, customers, persons, or entities, nor will the company

or its employees and directors request or accept any improper payment from suppliers, customers, or anyone seeking to do business with the company." The purpose of this Improper Payments policy, corporate policy number twelve, is to provide further guidance and direction on the company's prohibition on making, offering, accepting, or requesting improper payments.

Under this policy, Stryker employees and agents are expressly prohibited from making or offering payments to government officials or health care professionals with an intent to improperly influence their decision making, and sets forth standards governing the receipt of payments or gifts from suppliers or from anyone seeking to do business with Stryker.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Corporate policy no. 13: Attendance at Surgery or Other Medical Procedures

Stryker representatives are often present during surgery and other medical procedures. The purpose of the Attendance at Surgery or Other Medical Procedures policy is to provide direction and guidance for any employee, director, sales agent, distributor, dealer, third party contractor, and representative of Stryker Corporation and its domestic and foreign subsidiaries and divisions who is present during surgery or other medical procedure. The fundamental guiding principle is that a Stryker representative must never do anything that would compromise a patient's safety or interfere with the physician-patient relationship.

To see the full policy, go to:

<https://connect.stryker.com/en-us/GlobalDepartments/legalcompliance/Pages/Corporate-Policies.aspx>

Section three

**Employment
practices and
procedures**

Human Resources department

In general, employees who have issues or concerns about anything pertaining to their employment should contact their manager to discuss and work through the issue.

If you have sought your manager's assistance with an issue and are not satisfied, or if you are uncomfortable going to your manager for whatever reason, Stryker has a separate and dedicated Human Resources Department which is available to assist you in making the most of your career with the company.

myHR, which is Stryker's HR Operations department, is available as an employee's first resource for questions about company policies, benefits, leaves of absence, and payroll. In general, Employees with questions should first contact the myHR Experience Center, which can direct their inquiry to the appropriate place. The myHR Experience Center can be reached in the following ways:

myhr.stryker.com
+1 877 795 2002

In addition to the company-wide resources provided by myHR, Human Resources Business Partners ("HRBP") in each division, global function, and/or location can provide specialized support on issues including:

- work-related problems or questions;
- complaints of workplace discrimination or harassment;
- identifying resources who can assist in addressing various problems; and
- discuss job performance concerns, career aspirations or goals, and development needs or opportunities.

You do not need your manager's approval to contact a member of the Human Resources department if for any reason you do not believe that you can address an issue with your manager; for example, in a situation where you believe that your manager has engaged in discriminatory or harassing behavior. That said, in ordinary circumstances you are encouraged to speak with your manager first and consider the Human Resources department to be an additional resource.

Employment status

The company maintains standard definitions of employment, and employees as either full-time or part-time, **and** as either exempt or non-exempt.

- A **full-time** employee is one who is normally scheduled to work at least forty (40) hours per week.
- A **part-time** employee is one who is normally scheduled to work less than forty (40) hours per week.
- A **non-exempt** employee is one who is **either** not paid a salary **or**, even if they are paid a salary, does not perform “exempt” job duties as that term is defined by applicable law. Non-Exempt employees are eligible to receive overtime premium pay for overtime hours worked, which is typically defined as all hours in a workweek in excess of forty (40) but can vary depending on the state in which you work.
- An **exempt** employee is one who is **both** paid a salary **and** has job duties that are “exempt” as that term is defined by applicable law, or who otherwise meets the definition of “exempt.” Exempt employees are not eligible for overtime premium pay.

You will be advised at the start of your employment whether you are full-time or part-time and whether your job classifies as exempt or non-exempt. If your status changes at any time due to changing job duties, you will likewise be informed of that change. If you have any questions about your status, contact your manager, HRBP or myHR.

Non-employee workers

In addition to employees, Stryker has non-employees working on Stryker premises. In general, these individuals are classified as either **Temporary Employees** or **Contractors**.

- A **Temporary Employee** is an individual who performs work for Stryker on a regular schedule (full or part-time) and is usually (but not always) employed through a third-party agency. The work performed by temporary employees is directed by Stryker and they are provided with the facility and equipment necessary to perform their services. Temporary employees often include those in clerical, variable manufacturing or fixed manufacturing positions, and are often considered for hire. Some temporary employees are not employed by third-party agencies but are directly engaged by Stryker.
- A **Contractor** is someone who performs work for Stryker on a regular schedule (full or part-time). They are often employed or retained by a third-party agency or are individual contractors (e.g., 1099s). Contractors typically provide skills or expertise that could otherwise be filled by a Stryker employee. They are often provided with the facility and equipment necessary to perform their work. Contractors are often working in a professional-level

or highly skilled position and are instructed to do work for a set amount of time, in a project-based role.

Temporary Employees and **Contractors** are **not** Stryker employees and should not be treated in the same manner as employees for all purposes. For example, temporary employees and contractors should not be invited to events that are for Stryker employees only. If you have questions about this, please contact myHR.

Attendance and tardiness

Consistent and reliable attendance is required by all employees. All employees are expected to report to work as scheduled and to work scheduled hours, if any, to ensure that the service, dependability, and productivity requirements of our customers and our organization are met. Excessive absenteeism and tardiness without notice⁴ will not be tolerated and may lead to disciplinary action, up to and including termination of employment.

The specific policy applicable to attendance and tardiness differs depending on whether an employee is a:

- **Non-Exempt employee with set shifts;**
- **Customer-facing non-exempt employees or non-exempt employees without set shifts** or
- an **exempt employee**

1. Non-exempt employees with set shifts

The following policy applies only to non-exempt employees who have “set shifts.” For purposes of this policy, a “set shift” is a shift that has a definitive starting and ending time, such as a shift starting at 8:00 a.m. and ending at 5:00 p.m.

⁴ For purposes of the entire Attendance and Tardiness policy, “notice” means that the employee has communicated with their direct manager via e-mail or telephone providing the employee’s name, stating that the employee will be absent or tardy, and providing the reason for the absence or tardiness.

Employees will receive the following number of "occurrence points" for each of the following behaviors:

Behavior	Occurrence points
Arriving late to work without authorization (punching in after the beginning of the shift) * Employees are permitted to be less than five minutes late four times per year without points	.5
Absent from work without available sick day	2
No-call, no-show (absent from work without providing notice)	2.5
Leaving work early without authorization (punching out before the end of a shift)	.5

Accumulation of occurrence points within a rolling 12-month period will generally result in the following disciplinary actions:

Occurrence points	Discipline
1	Verbal warning
2	First written warning
4	Second written warning
5	Termination

2. Exempt employees, customer facing non-exempt employees and non-exempt employees without set shifts working on Stryker premises

This section applies only to non-exempt employees who do not have specified, set shift times and to exempt employees.

Non-exempt employees without set shifts are required to abide by the expectations and requirements of their manager as to hours when they are expected to be present at work. Employees who fail to follow the directives of their managers as to the hours during which they need to be at work may be subject to discipline up to and including termination. If you have any questions about those expectations, discuss them with your manager or with your HRBP.

Exempt employees are required to abide by the expectations and requirements of their manager as to hours when they are expected to be present at work. Employees who fail to follow the directives of their managers as to the hours during which they need to be at work may be subject to discipline up to and including termination. If you have any questions about those expectations, discuss them with your manager or with your HRBP.

Discipline and prohibited conduct

As noted, Stryker is committed to a safe and secure workplace for all employees and for all non-employees (i.e., temporary employees, contractors, vendors, customers, etc.) who may be on our premises. A safe and secure workplace means that the company protects physical safety, but also that the company is maintaining a workplace free of discrimination, harassment, intimidation, and unethical and/or unlawful behavior.

To that end, the following conduct is **not permitted** and will not be tolerated by the company. Please note two important things: (1) this list is not exhaustive or exclusive, and the inclusion of specific conduct in the list below should not be interpreted to make other conduct permitted simply because it is not listed; and (2) this list applies to employee conduct (a) in the workplace; (b) at any Stryker-sponsored event, including national sales meetings, mid-year meetings, business dinners, etc.; (c) when representing Stryker at a customer account or at an industry meeting/event; and (d) in any circumstance when the following behavior may impact relationships, morale, and/or productivity in the workplace:

- Falsification of documents or company records;
- Engaging in discriminatory behavior on account of a person's race, sex, color, religion, national origin, age, physical or mental disability, military or veteran status, sexual orientation, gender expression or identity, marital status, familial status, genetic information, or any other characteristic which is protected by federal, state or local law;
- Harassing other people on account of a person's race, sex, color, religion, national origin, age, physical or mental disability, military or veteran status, sexual orientation, gender expression or identity, marital status, familial status, genetic information, or any other characteristic which is protected by federal, state or local law;
- Committing fraud or engaging in dishonest behavior;
- Refusing to cooperate with, or being dishonest during, a company investigation;
- Possessing, selling, distributing, or using alcohol, illegal drugs, or prescription medications which have not been prescribed to you on company premises;

- Being under the influence of alcohol or drugs⁵ while working (Please note that this will not prohibit employees from drinking alcoholic beverages in moderation at company dinners or meetings or at events with health care providers or customers, but drinking alcohol to excess may lead to discipline or termination, especially if you engage in any other prohibited conduct while under the influence);
- Possessing a weapon on your person or inside a company facility at any time;
- Possessing a weapon in your vehicle in a company parking lot, except where expressly permitted by applicable state law;
- Theft of company property or the property of another person;
- Deliberately or carelessly damaging or destroying company property;
- Removing company property without authorization;
- Engaging in unlawful conduct of any kind;
- Threatening violence toward another person or engaging in violent acts, including fighting, towards another person;
- Insubordination, including deliberate refusal to obey the legitimate directives of your manager or another member of management;
- Misusing company information or business records, including disclosure of confidential company information to unauthorized third persons;
- Failure to observe the call-off procedure for absences;
- Excessive absences or tardiness;
- Abuse of leaves of absence;
- Sleeping on the job;
- Working overtime hours without express authorization of your manager;
- Wearing extreme, unprofessional or offensive clothing or accessories on company premises;

⁵ "Drugs," as used here, means illegal drugs and prescription medications which are being used illegally, such as prescription medications which were not prescribed to the employee. In addition, if an employee is legally using a prescription medication which may impact the employee's ability to safely perform his or her job, such as an employee who works on machinery but is legally taking a narcotic pain reliever, the employee has an obligation to inform his or her manager or HRBP of that fact so that proper steps may be taken to ensure safety.

- Careless or defective workmanship resulting in quality issues with products or in spoilage, scrapping or repair of parts, products or other company property;
- Unlawful or illegal off-duty conduct that affects company reputation or your ability to perform your job;
- Unauthorized solicitation and distribution of any material (please see the **Solicitation and Distribution policy** for more information);
- Violation of any company policy or procedure.

The company's rules of conduct are established to protect the interests of the company and of every employee. Violations of these rules will lead to discipline up to and including termination of employment. Disciplinary actions short of termination, such as coaching and counseling, verbal warnings, written warnings, or final written warnings may be issued. The type of discipline used in a particular situation will depend on all relevant circumstances, including but not limited to the nature of the conduct at issue and the record of the employee who engaged in the conduct at issue.

Performance

Stryker prides itself on being a high-achieving, high-performing organization. That starts with our employees. The goal of every employee should be to complete your job responsibilities with a high level of quality and efficiency. On at least an annual basis, your job performance will be evaluated by your manager to help you further develop strengths and to establish areas for improvement or development. It is the responsibility of every employee to ask questions and receive clarification necessary to understand work goals, job duties or skill requirements.

Employees' performance is formally assessed at least once per year during the Common Annual Review ("CAR") process. Many employees will also receive an interim performance assessment in a mid-year performance review. Outside of formal performance reviews, you are encouraged to have periodic meetings with your manager regarding your overall performance and goals. If you have any questions about the performance review process, feel free to contact your HRBP.

Stryker is committed to supporting our mission and values and recognizing our employee's contributions while paying fairly and competitively to the relative labor market. Stryker's workforce is multifaceted, and we have designed our compensation plans to be reflective of the nature of work performed and industry best practice.

Compensation plans:

- Merit: In the merit-based plan, employees are eligible for an annual variable monetary reward based on an employee's individual level of performance and contribution.
- Step Progression: The step progression plan is a commonly used approach in manufacturing and quality control and is prevalent in the industry. Employees are placed into and move through those ranges based on experience, performance, and time in role.

Employees whose performance falls below acceptable levels, in the determination of the employee's manager, may be placed on a Performance Improvement Plan ("PIP"). The purpose of a PIP is to assist employees in improving their performance so that they can attain success in their position. A PIP will have several performance benchmarks that must be met within a specific time frame, and failure to meet those benchmarks may result in termination of employment with the company.

Professional appearance

To consistently represent Stryker's brand and image as a global leader and to maintain Stryker's reputation, personal appearance guidelines and a dress code have been established. These guidelines ensure that Stryker presents employees and the company in a professional manner and creates a comfortable and productive working environment. In general, all employees should present a clean and neat appearance at all times. Basic standards of personal hygiene and cleanliness are expected of all employees.

In accordance with this policy, the following attire is **inappropriate at all times in any non-production, non-warehouse position in any Stryker U.S. division:**

- Clothing with sexually suggestive or offensive graphics, words or sayings;
- Clothing with racially or ethnically offensive graphics, words or sayings;
- Beach/picnic-wear such as shorts, thong sandals, sleeveless shirts which do not completely cover the employee's shoulders, or midriff-bearing tops;
- Dirty or damaged clothing, such as clothing with holes, tears or obvious stains.

Employees in **production** or **warehouse** positions should refer to their local standards provided by their manager and/or local Human Resources team to determine what is and is not acceptable attire in their location.

On certain days, the company or a division may have a special day where certain types of normally prohibited dress are permitted. Please follow the instructions provided by your manager and/or HRBP.

Managers/supervisors have the discretion to determine additional dress code guidelines for safety reasons depending on the position/location of work. In addition, company locations may also have additional standards above and beyond what is noted above.

Confidentiality

Information about Stryker, its employees, customers, suppliers and vendors is to be kept confidential and divulged only to individuals within the company who have a need to receive and are authorized to receive such information. All records and documents maintained by the company should be treated as confidential and remain the property of Stryker. Records, files and documents should not be disclosed to any outside party without authorization. Confidential information includes, but is not limited to, financial records, personnel and payroll records, information regarding customer transactions, customer account information, or any documents or information regarding company operations, procedures or practices. Such confidential information may not be removed from the company premises without express authorization.

Confidential information obtained during or through employment with the company may not be used by any employee for the purpose of furthering current or prospective outside employment or for obtaining personal gain or profit. The duty not to disclose confidential information remains in effect during and after employment as outlined in the intellectual property, confidentiality, non-competition, non-solicitation or equivalent agreement that you may have executed at the beginning of your employment or thereafter.

Confidential information of other companies, especially from prior employers, should never be used or disclosed by you in your current position with Stryker.

Solicitation and distribution

Stryker has established rules to govern employee solicitation and distribution of written materials. Stryker has established rules to maintain and promote safe and efficient operations and minimize non-work-related activities that could interfere with customer satisfaction, product quality, and teamwork.

Employees may not: (i) solicit other employees during working time; (ii) distribute literature during working time; or (iii) distribute literature at any time in working areas. In addition, solicitation and distribution is not permitted at any time on company premises by non-Stryker employees.

"Solicit" includes, but is not limited to, approaching someone in person or through employer-owned property such as computers, smartphones, e-mail systems and intranets for any of the following purposes: offering anything for sale; asking for donations; collecting

funds or pledges; seeking to promote, encourage or discourage participation in or support for any organization, activity or event, or membership in any organization; or distributing or delivering membership cards or applications for any organization.

"Distribute" includes, but is not limited to, disseminating or delivering in person or through employer-owned property such as bulletin boards, computers, smartphones, e-mails and intranets any literature or other materials including circulars, notices, papers, leaflets or other printed, written or electronic matter.

"Working time" includes any time in which either the person doing the soliciting or distributing, or the person being solicited or to whom literature is being distributed is engaged in or required to be performing work tasks. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times.

"Working areas" include areas controlled by Stryker where employees are performing work, excluding, for example, cafeterias, break rooms, Stryker's email system, and parking lots.

This policy is not intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or terms and conditions of employment for mutual aid or protection or for legally required activities.

Employees who violate any provision of this policy may be subject to discipline, up to and including termination of employment.

Statements to the press/media

Media interactions impact Stryker's reputation and news travels fast. Directing media to specified points of contact within our company ensures we engage in the right manner to help us achieve our business goals and protect our brand. Under no circumstances should any representative of the company, including employees and consultants, interact with the media unless directed by authorized members of the Corporate or division communications team.

For further information as to this, please see the Procedures for Media Interactions and External Announcements.

American express and purchasing cards

You may be issued a Stryker Corporate American Express Card ("AmEx Card") or a Stryker Purchasing Card ("P-Card") for business use and for use while traveling. Your AmEx or P-Card is not an entitlement and it may be revoked at any time by the company based on a change in position, your conduct while using the card, or for any other reason deemed satisfactory by Stryker.

AmEx and P-Cards are for business purchases only. Stryker employees **may not** use AmEx or P-Cards for personal expenses of any kind or in any amount. Improper use of the AmEx or P-Card, such as use for personal purchases, may result in discipline up to and including termination of employment.

AmEx card procedures

In order to ensure the protection of company assets, you must follow the following rules when using your AmEx Card:

- Cardholders must file expense reports within thirty (30) days of purchases.
- Cardholders are responsible for keeping all receipts for any purchase in excess of twenty-five (\$25) dollars.
- Cardholders are responsible for reconciling any discrepancies in monthly statements with the card provider.
- Lost or stolen AmEx cards must be reported at your earliest convenience, but in no event later than twenty-four (24) hours after learning that the card has been missing or was stolen, to American Express, the Stryker Program Administrator and your manager.
- Employees are personally responsible for any late charges incurred on their AmEx Card.
- AmEx cards must be surrendered immediately upon termination of employment for any reason.

P-Card procedures

- Cardholders must provide statements and receipts for all purchases within two (2) weeks of the statement cutoff date.
- Cardholders are responsible for reconciling any discrepancies in monthly statements with the card provider.
- Lost or stolen P-Cards must be reported at your earliest convenience, but in no event later than twenty-four (24) hours after learning that the card has been missing or was stolen, to the Stryker Program Administrator and your manager.
- P-Cards must be surrendered immediately upon termination of employment for any reason.

Employees at divisions and/or locations where AmEx Cards are not issued and other cards, such as Corporate Master Cards, are issued instead, are obliged to follow the same policies and procedures set forth for AmEx cards above.

Personnel/employment records

Employment records necessary for business, payroll, benefits administration, or legal reasons are maintained in the Human Resources department. To protect your privacy, information (including your social security number) is restricted only to those with a legitimate need to know. If requests for records are received from outside the organization, no records will be released unless there is a legitimate legal requirement to do otherwise (i.e., if Stryker is served with a valid subpoena for personnel documents) or unless you have authorized the release of records in writing.

After your employment with Stryker ends, future prospective employers may contact Stryker for a reference check. In such situations, Stryker's policy is to provide only your title and dates of employment unless you authorize the release of additional information in writing.

If you wish to review your personnel records, please schedule an appointment with your HRBP.

Termination of employment

Your employment relationship at Stryker is "at will," meaning that both you and the company have the right to terminate your employment at any time, with or without notice, and for any or no reason.

Should you elect to voluntarily leave the company's employ, Stryker asks that as a courtesy, you provide at least two (2) weeks' notice of your departure. If your position is graded at the Director level or above (generally, global grade 15 or above), Stryker asks that you provide four (4) weeks' notice of your departure. Your professionalism in this regard will be appreciated and will be looked upon favorably should you ever elect to seek re-employment with Stryker. During the notice period that you provide, you will be expected to continue performing your job duties and cooperating with your manager to transition your job duties and any projects on which you may be working unless otherwise required by Stryker.

At the time of separation, it is customary for the company to conduct an exit interview with you. This interview may address administrative details pertaining to your departure as well as discuss the reasons for your decision to depart. Please note that Stryker will provide administrative details regarding your departure whether or not you elect to participate in an exit interview.

As of the date of your separation, Stryker expects that you will have returned all Stryker property in your possession, including customer information, marketing materials, any type

of Stryker document or electronic document, sample inventory, laptops, iPhones, iPads, or other electronic devices. Stryker reserves the right to pursue you for the return of those items if you fail to return them.

Upon separation for any reason, whether the company's decision or yours, you are reminded of your continuing obligations owed to the company under the intellectual property, confidentiality, non-competition, non-solicitation or equivalent agreement that you may have executed at the beginning of your employment or thereafter.

In voluntary resignation situations, after an employee notifies Stryker of his or her resignation, he or she will no longer be allowed to take any additional vacation time or preference holiday time. This will allow the business to plan the employee's exit, cover the assignments and begin the recruiting process.

Social media use by employees

Stryker has implemented a Corporate Human Resources standard on employee social Media for Personal Use. Employees should refer to that standard for guidance on personal social media use.

Employment relationships and personal relationships at work

Stryker is committed to fostering a workplace where employment and advancement are based on qualifications and merit. The employment of relatives may create the potential for actual or perceived conflicts or favoritism if one of the relatives is involved in personnel matters regarding the other relative. Stryker permits the employment of relatives of its employees. However, no employees who are relatives shall be in positions where one employee is responsible, directly or indirectly, for supervising the job performance or work activities of the other employee or otherwise be in a position that presents a real or potential conflict of interest. This prohibition shall apply to situations where:

1. one relative is the direct supervisor of the other relative;
2. one relative is within the same reporting structure (e.g., one relative is the supervisor of the other relative's supervisor or leader of the division where the other employee works); or
3. one relative is responsible for processing payments for or making employment decisions about the other employee.

Relatives shall include: spouses, registered domestic partners, parents, children, siblings, aunts and uncles, nieces and nephews, grandparents, grandchildren, and cousins. The definition of relatives shall apply to blood relatives as well as relatives by marriage (e.g., in-laws, step-relatives and half-relatives).

This prohibition shall also apply to employees who are in an intimate or close personal relationship (e.g., employees who are dating or co-residents). Employees in the Compliance, Legal, Regulatory or Human Resources department will not be involved in any performance reviews, investigations, disciplinary actions or other personnel matters involving a relative or someone with whom they are having an intimate or close personal relationship.

Employees are responsible for reporting any situation that is prohibited under this policy immediately to the supervisor of the more senior employee or to the Human Resources staff.

Stryker will take appropriate steps to address and resolve any employment situation that violates this policy. If a situation arises that violates this policy, Stryker, in its discretion, may take action to resolve the situation by reassigning one of the employees to a new position and establishing other provisions to address any actual or perceived conflicts of interest. Stryker may consider employee preference in making its determination. However, if neither employee can effectively be reassigned or if the ongoing employment of both individuals would create an actual or perceived conflict of interest even if a reassignment occurs, Stryker may terminate one or more of the employees. In such a situation, the employee to be terminated will be the more junior employee in terms of total service to Stryker.

All assignments of relatives and assignments of employees involved in intimate or close personal relationships are subject to the approval by the General Manager/division president and the Human Resources lead. Stryker reserves the right to apply this policy to situations where there is a conflict or potential conflict of interest or favoritism because of the personal relationship between employees outside the workplace.

Section four

Compensation and performance

Performance and Growth

It is Stryker's intent to pay a fair and equitable wage to each employee. Factors considered in establishing an employee's rate of pay include the type of work being performed, education and experience level, specific responsibilities and industry and geographical comparisons.

A key factor in determining rate of pay is performance. Stryker strives to reward individuals for meritorious performance, ongoing tenure, and continual growth as part of the company's goal of recognizing individual contributions. In turn, employees are generally eligible for annual compensation increases. Increases are based on factors such as, but not limited to, prior year performance, tenure in role, acquisition of new skills or knowledge. Factors and timing of increases will vary based on role and compensation plan. Increases for certain roles will happen during the Common Annual Review (CAR) process, while others will be more aligned with the employee's anniversary date of time in position.

Employees may also be eligible for bonuses. Whether a bonus-eligible employee receives such bonuses will depend on (1) the performance of the company and/or the employee's division for the previous year; (2) the employee's achievement of the bonus objectives provided by his or her manager; and (3) the employee's overall performance.

Pay practices

Hours of work and time records

All non-exempt employees are responsible for accurately recording their hours worked through the company's time and attendance system or as designated by their manager. Managers are responsible for explaining to their non-exempt direct reports the scheduled hours of work and the time reporting procedure. Managers must approve all hours on the employee's weekly time record.

All non-exempt employees working outside of California who have set shifts (i.e., employees who are scheduled to work from 6:00 a.m. to 2:30 p.m., 9:00 a.m. to 5:30 p.m. or any other set shift time) will be paid **using rounding to the nearest 1/4 hour and according to the times when they punch in and punch out**. Example: If an employee's shift starts at 9:00 a.m. and he or she punches in between 8:45 a.m. and 8:52 a.m., he or she will be paid starting at 8:45 a.m. If he or she punches in from 8:53 a.m. to 9:00 a.m., he or she will be paid starting at 9:00 a.m.

California regulations limit time rounding. All employees in California must document actual work times at beginning and end of day, as well as the beginning and end of meal periods.

Non-exempt employees who have set shifts must “clock in” and “clock out” according to the following rules:

Clocking in

- Employees may “clock in” for a shift from five minutes prior to the scheduled shift start to the scheduled shift start (the “clock-in window”). For instance, if an employee’s shift begins at 9:00 a.m., the employee may clock in between 8:55 a.m. and 9:00 a.m.
- Employees who choose to clock in during the Clock-In Window are prohibited from performing any work until their scheduled shift begins. Working during the Clock-In Window may lead to disciplinary action, up to and including termination.
- Employees may clock-in outside the clock-in window with prior authorization from their manager. Absent such authorization, it may lead to discipline including termination.

Clocking out

- Employees may “clock out” from a shift from the end of the shift to five (5) minutes after the scheduled end of the shift (the “clock out window”). For instance, if an employee’s shift ends at 5:00 p.m., the employee may clock out between 5:00 p.m. and 5:05 p.m.
- Employees who choose to clock out during the Clock Out Window are prohibited from performing any work after their scheduled shift ends. Working during the Clock Out Window may lead to disciplinary action, up to and including termination.
- Employees may clock-out outside the clock-out window with prior authorization from their manager. Absent such authorization, it may lead to discipline including termination.

Non-exempt employees who do not have set shift times do not need to abide by the rules above but should speak with their manager to determine when they need to be at work each day.

Overtime

The normal workweek is typically forty hours divided into five (5) workdays of eight (8) hours per day. In certain divisions and departments, an alternate workweek may consist of four (4) workdays of ten (10) hours per day. There are periods of time when non-exempt employees may need to work in excess of these hours and, as such, all non-exempt employees are subject to overtime requirements.

Except where different standards are required by the law of the state in which you work, overtime will be paid for all hours worked in excess of forty (40) in one workweek. For purposes of this policy, "hours worked" will include vacation time, bereavement leave, and jury duty leave, but not sick time. Overtime pay is generally defined as 1 and ½ times your regular rate of pay for each overtime hour worked.

Double time will be available to employees who work overtime hours on scheduled Stryker holidays or on Sundays where working on Sunday is not a regularly scheduled workday for the employee and where working on Sunday is (1) **explicitly** required by Stryker (i.e., the employee's manager directly and explicitly instructs the employee to work on Sunday) and (2) working on Sunday is not for the employee's convenience. Double time is not available for any other shift or hour, unless it is required by applicable state law. Even where the requirements above are met, Sunday double time is only available where the employee works in excess of 40 hours for the week in question. By contrast, double time is payable when an employee works on a Stryker holiday in all circumstances, whether or not he or she works in excess of 40 hours for the week.

No employee is permitted to work overtime hours **unless it is expressly approved or requested by your manager.** Employees who work unauthorized overtime will be compensated the proper overtime wage for the hours actually worked, but will be subject to discipline up to and including termination of employment from the Company.

At certain times, Stryker may need to require that employees work overtime hours. Mandating overtime is at the company's discretion for business necessity. Employees who are scheduled to work overtime hours, whether they volunteered for such hours or the hours were mandated, are required to report for the overtime shifts. If you fail to do so, your absence will be addressed in accordance with the **Absence and Tardiness policy** above.

Meals and breaks

In a normal, eight (8) hour shift, non-exempt employees can expect to receive a certain number of breaks. The number and timing of your breaks is at the discretion of your manager. Employees are not permitted to take their breaks without their manager's knowledge and approval.

Employees are expected to adhere to the time periods allotted for their breaks. Employees who are late in reporting back to work after a meal period or a break will be subject to disciplinary action up to and including termination of employment with the company.

If you are given unpaid meal breaks (which will ordinarily last for 30 minutes or more), and unless otherwise authorized by your manager, you are required to take assigned meal breaks and to not work during that time. Employees who work during an unpaid meal break without authorization are subject to discipline, up to and including termination of employment with the company.

Compensable travel time

Non-exempt employees required to travel for business will be paid for actual travel time regardless of whether the time falls within the employee's normal shift hours. This includes:

- 1) Time spent on airplanes for air travel
 - 2) Travel time to and from the airport in the employee's destination city
 - 3) Travel time to and from the airport in the employee's city of origin if the airport is an hour of travel time or more from the employee's home;
 - 4) Time spent on a train if the employee is traveling by rail;
 - 5) Time spent driving if the employee is traveling from origin to destination by car.
- In addition to being paid for active travel time, non-exempt employees will be paid during their travel for any time when work is being performed.

Shift differential

Production, warehouse and some customer service employees are eligible for shift differential pay if they work on a shift beginning between **2:00 p.m. and 4:00 a.m.**

FLSA Safe Harbor notice

It is Stryker's policy to comply with the salary basis requirements of the FLSA. Therefore, Stryker prohibits all managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and of the fact that the company does not allow deductions that violate the FLSA. If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, to your HRBP, or to myHR.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Non-exempt employees and company-issued electronic devices

Certain non-exempt employees may be issued iPhones, iPads or like devices by Stryker for the performance of their duties. Unless authorized by their manager, non-exempt employees with Stryker-issued electronic devices **should not** use those devices for work purposes outside of their normal working hours.

If non-exempt employees who are provided Stryker-issued electronic devices use those devices for work purposes outside of their normal working hours, they must accurately record the time spent working and submit those records in order to ensure that they are paid for that time.

Please note that if such work is performed without authorization, the employee may be subject to discipline up to and including termination of employment.

Paychecks/paydays

Non-exempt employees

All non-exempt employees are paid on a weekly basis and will have paychecks mailed to their home on the Friday of each week unless the employee has signed up for and authorized direct deposit of their paycheck (see below).

Exempt employees

- **Semi-monthly:** Employees paid semi-monthly have a paycheck mailed to their home on the 15th and the last day of each month unless the employee has signed up for and authorized direct deposit of their paycheck (see below). If the 15th or last day of the month falls on a weekend or federal holiday, the paycheck will be issued on the first working day immediately preceding the 15th or the last workday of the month.

If there is an error in your paycheck, please report it immediately to your supervisor or to myHR.

Sales employees

The compensation of all sales employees are governed by the compensation plan applicable to their employment. If you do not have a copy of the relevant compensation plan, contact your manager or your HRBP. Regarding sales employees, if there is a conflict between the compensation plan and the provisions of this handbook, the compensation plan controls.

Direct deposit

Rather than receiving a check via mail, employees can elect to have their paychecks directly deposited into a bank account of their choice. Employees may sign up for direct deposit in Workday. Please contact the myHR Experience Center with any questions.

Section five

**Benefits and
rewards**

Section five of the handbook provides an overview of the benefits and rewards available to employees. The actual details of Stryker's benefit programs are governed by the relevant benefit plan documents, for which links are contained throughout this section. If there is any conflict or inconsistency between a benefit plan document and this handbook, the relevant benefit plan document controls.

For more detailed information about any of Stryker's benefit programs, visit Stryker's Total Rewards website at totalrewards.stryker.com.

Benefits Enrollment Site

Stryker employees must make their benefit elections and life insurance beneficiaries via the Benefits Enrollment Site at enroll.stryker.com. Enrollment must be completed within 30 days of your date of hire (or date of eligibility) in order to be completed on a pre-tax basis. You may change your enrollment once each year during the annual enrollment period. You will be notified in advance of the annual enrollment dates. Coverage changes will take effect the following January 1.

Employees who have a qualifying life event may opt to change benefits elections outside the annual enrollment period. Changes must be made within 30 days of the qualifying life event in order to be made on a pre-tax basis. See the applicable benefit plans for details on how to complete the enrollment.

Group healthcare coverage

Stryker offers group healthcare coverage to eligible employees, including medical, prescription, dental and vision benefits.

Visit the summary plan description (totalrewards.stryker.com/spd) for further plan details.

Life and AD&D insurance coverage

Life and AD&D (Accidental Death & Dismemberment) insurance offers you and your eligible dependents financial support and peace of mind in case of unforeseen events. Stryker offers Life and AD&D insurance benefits to eligible employees. For further information, please visit the following site: <http://www.stryker.com/spd/str-2c0-life-ins-web-.html>

Disability benefits

Disability coverage offers you income protection in case of a sickness or injury, pregnancy or childbirth which renders you unable to work. Stryker provides short-term disability (STD) and long-term disability (LTD) coverage for all eligible employees.

For more information about the STD plan, refer to the applicable benefits booklet as shown here: <http://www.stryker.com/spd/str-2e0-disability-web-.html>.

For more information on the LTD plan, all eligible employees should refer to the LTD certificate of insurance, available at <http://www.stryker.com/spd/str-2e0-disability-web-.html>.

Review the summary plan description at totalrewards.stryker.com/spd for further plan details.

Health Savings Account

The Health Savings Account (HSA) is a triple tax-advantaged savings account available to employees enrolled in eligible healthcare plans. Employees contribute to the account through before-tax deductions from each paycheck (lowering your taxable income). Funds can be withdrawn tax-free to pay for eligible healthcare expenses and money in the account rolls over from year to year.

Review the summary plan description at totalrewards.stryker.com/spd for further plan details

Flexible Spending Account

Flexible spending accounts (FSAs) help you budget for expected out-of-pocket health and day care expenses and save money on taxes at the same time. Stryker offers two FSAs:

- The Healthcare Flexible Spending Account (HCBSA)
- The Day Care (child and adult) Flexible Spending Account (DCBSA)

Flexible Spending Accounts (FSAs) are designed to allow employees to set aside money from paychecks before federal or state income taxes or social security taxes are deducted for use toward qualifying expenses incurred during the plan year. Reimbursement from an FSA is tax-free and funds must be used by the end of the plan year or else they are forfeited.

Review the summary plan description at totalrewards.stryker.com/spd for further plan details.

Strive

Strive is the company's comprehensive wellbeing program. The program is focused on the total wellbeing of Stryker employees, including physical, emotional, and financial wellbeing. By registering for Strive, employees can earn points for completing various wellness tasks, and then convert those points into incentives.

For more information, visit the [Strive](#) website.

401(k) Savings & Retirement Plan

Stryker sponsors the Stryker Corporation 401(k) Savings and Retirement Plan (the "plan") so that you may save for retirement on a before-tax basis. The benefits provided under the Plan are in addition to Social Security.

The plan provides different benefits for sales representatives and eligible employees other than sales representatives. To help each participant understand the plan without confusion, the benefits are described separately, in two summary plan descriptions (SPDs):

- [401\(k\) Plan](#) (Non-sales rep employees)
- [401\(k\) Plan](#) (Sales reps)

The SPD's purpose is to explain your rights under the overall plan. Note that each version of the SPD contains all the information required to be a complete SPD for the plan.

You are urged to read the SPD that applies to you carefully and to acquaint your family or beneficiaries with the Plan. You should retain a copy of the SPD for future reference. Review the summary plan description at [totalrewards.stryker.com/spd](#) for further plan details.

Employee Stock Purchase Plan

Stryker's Employee Stock Purchase Plan (ESPP) offers employees the ability to conveniently purchase Stryker stock at a discounted price through payroll deductions. Stryker pays the fees and commission on purchases, and there are no account maintenance fees.

Review the ESPP explanatory guide at [totalrewards.stryker.com/money/ESPP](#) for further plan details.

Adoption assistance

Stryker's adoption assistance plan reimburses you for legal fees and certain other costs associated with adopting a child. The plan reimburses you—up to \$5,000 per adoption—for necessary fees and expenses related to the legal adoption of an eligible child. The plan defines an eligible child as an individual who is either:

- A child under the age of 18; or
- Any disabled person who is unable to care for himself/herself due to a physical or mental disability.

Review the summary plan description at totalrewards.stryker.com/spd for further plan details.

Employee Assistance Program (LifeWorks)

Stryker's employee assistance program provides you and members of your household with professional confidential help in dealing with everyday issues. The program is administered by LifeWorks

You can log on to www.lifeworks.com (Company name: Stryker; password: 4260) for further information.

Tuition reimbursement

Stryker supports reimbursement for educational programs that maintain and improve an employee's skills in their current job or in future work within the company. All regular, full-time employees in good standing are eligible to participate with management and HR approval (employees hired after August 31, 2015 must be employed for 12 consecutive months to be eligible). For detailed information regarding this benefit, visit totalrewards.stryker.com/money/tuition-reimbursement and download the Tuition Reimbursement Plan document.

Section six

Leaves and time off

In qualifying circumstances, Stryker employees may be eligible for several different types of leaves of absence from work. This section six of the handbook provides an overview of these leaves. The actual details of Stryker's leaves of absence programs are contained in Stryker's Leave of Absence standard. If there is any conflict or inconsistency between the Leave of Absence standard and this handbook, the Leave of Absence standard controls.

Holidays

Stryker U.S. employees receive 11 paid holidays per year. In general, Stryker's U.S. divisions are closed for paid holidays on the following nine (9) days or on an alternative, designated day if the holiday falls on a Saturday or Sunday:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

In addition, employees will receive one (1) preference holiday per year (more information below), and there will be one (1) holiday which will be designated by Corporate HR.

Employees will receive a communication indicating which holidays will be recognized each year. If you have any questions, please contact the myHR Experience Center.

Some employees may call on customers which have different holiday schedules, and which may require employees to work on holidays otherwise recognized by Stryker.

The preference holiday is a holiday which may be designated by the employee on any day he or she wishes to designate. Preference holidays must be designated in Workday at least 30 days in advance. Managers are obligated to recognize the employee's designated preference holiday, except in cases of extreme business hardship or need. Preference holidays may not be carried over into the next year.

Employees must be Stryker employees before July 1 of the year in order to receive a preference holiday for that year.

For more information, please refer to Stryker's Corporate HR Standard on holidays.

Vacation and sick time

In all U.S. divisions, regular full-time employees (except for employees at global grade 15 and above, along with sales employees and managers) will accrue the following number of vacation days per year, based on their Stryker years of service:

Stryker years of service	0 - 4 years	5 - 9 years	10 - 14 years	15 - 19 years	20+ years
New annual vacation accrual 1/1/18	15 days	18 days	20 days	23 days	25 days

All employees will accrue vacation with every pay period. This chart shows the per-pay period accrual for employees:

Stryker years of service	0- 4 years	5 - 9 years	10 - 14 years	15 - 19 years	20+ years
Annual Accrual	15 days 120 hours	18 days 144 hours	20 days 160 hours	23 days 184 hours	25 days 200 hours
Weekly accrual	2.31 hours/ pay period	2.77 hours/ pay period	3.08 hours/ pay period	3.54 hours/ pay period	3.85 hours/ pay period
Semi-monthly accrual	5.0 hours/ pay period	6.0 hours/ pay period	6.67 hours/ pay period	7.67 hours/ pay period	8.34 hours/ pay period
Monthly accrual	10.0 hours/ pay period	12.0 hours/ pay period	13.34 hours/ pay period	15.33 hours/ pay period	16.68 hours/ pay period
Max Accrual	22.5 days 180 hours	27 days 216 hours	30 days 240 hours	34.5 days 276 hours	37.5 days 300 hours

Accrual cap

Employees may accrue up to 1.5 times their annual vacation benefit in their vacation balance at any one time. For example, an employee who accrues 20 days of vacation per year may accrue 30 days of vacation in his or her vacation balance. Once an employee's vacation balance reaches the accrual cap, the employee will not accrue any more vacation days until the number of days in his or her vacation balance falls below the accrual cap.

Using vacation time

Employees will not be required to use all their vacation time in the year it is earned. Once in the employee's vacation balance, accrued vacation time remains in the vacation balance from year to year until it is used, subject to the accrual cap.

Things to remember when using vacation time

- Approval from your manager is required
- You must give 48 hours of notice, and should give more when possible

- Managers should generally grant vacation requests when the employee has available vacation time and submits the request with required notice based on business needs
- You may not carry a negative vacation balance; new hires may carry a negative balance in the first six months of employment
- Vacation must be requested in four (4) hour increments
- Vacation should be requested through the Workday site

Vacation sell-back

Employees have the option of selling back five (5) vacation days to the company one time per calendar year, as long as they meet eligibility requirements. Employees must have at least ten (10) accrued vacation days in their vacation balance in order to sell back five (5) vacation days.

To sell back vacation days, employees should request "Vacation Sell Back" in Workday. Employees who have already submitted notice of resignation or who have been notified of the termination of their employment may not sell back vacation days.

Employees who sell back five vacation days will **not** receive payout for any accrued, unused vacation time at termination if their employment terminates in the same calendar year as the sell back, unless otherwise required by applicable state law.

Vacation donation

Employees may voluntarily donate vacation days to an employee who experiences one of the following qualifying events:

- Health related emergency: The employee, or a parent, spouse, or child has experienced a critical or catastrophic illness or injury resulting in a substantial loss of income due to the exhaustion of available paid leave. A "critical or catastrophic illness or injury" is an illness or injury that poses a significant threat to the life of the person ill or injured, results in a continuous incapacity of at least one week, or requires inpatient hospital or hospice care.
- Death of immediate family: The employee's spouse, registered domestic partner, parent or child dies
- Other serious crisis: The employee has suffered a serious crisis that results in an inability to come to work for five consecutive business days or more. This can include a natural disaster impacting the employee's primary residence, such as a fire, flood, hurricane, tornado, or earthquake, or an employee or spouse, parent or child being the victim of a serious violent crime.

Employees may not receive donated vacation time for pregnancy or normal illness, a non-critical or catastrophic injury, child bonding, or an illness or injury for which the employee is receiving income from short or long-term disability, workers' compensation, or a state-mandated leave program.

Employees **may not** donate vacation time to a manager or anyone else who assesses their performance or determines compensation, including second-level managers and HR Business Partners.

To request vacation donation, reach out to myHR through the myHR Portal.

Vacation pay-out

Upon leaving Stryker, an employee who works in a state where full vacation pay-outs are not required by law will be eligible for a maximum payout of five vacation days, as long as there are five days of vacation in their vacation bank and they have not sold back any vacation time in that calendar year. In states where it is required by law, employees will be eligible for a pay-out of his or her entire vacation balance at the time of termination.

Employees are expected to work during the notice period prior to their termination date.

Sick time

Non-exempt employees receive a total of eight (8) sick days each year on January 1. To use sick time, employees must request the use of a sick day in Workday and must provide at least 30 minutes notice prior to the start of a shift.

Sick days do not carry over from year to year. If an hourly employee is employed as of December 31 and has a sick balance remaining, the value of the remaining sick days will be paid out to him or her in January of the following year. Sick days are not paid out at termination of employment.

Employees who commence employment during the year will have sick days given to them on a prorated basis: eight days if they start in the first quarter, six days if they start in the second quarter, four days if they start in the third quarter and two days if they start in the fourth quarter.

Leaves of absence

Leaves of absence are governed by Stryker's Corporate Leave of Absence standard and accompanying addenda, which can be found at https://totalrewards.stryker.com/-/media/Mercer/Stryker/Documents/LOA_Standard.pdf?rev=45a32cf1207e4d269347f17ef8abc78e.

A summary of available leaves of absence follows, but the LOA standard is the controlling document. If there is any difference between this handbook and the LOA standard, the LOA standard will control.

Family and Medical Leave ("FMLA")

Eligibility

All employees who have (1) worked for at least twelve (12) months with the company; and (2) worked at least 1,250 hours within the preceding twelve (12) month period.

What is it?

FMLA is a type of leave that is available to employees who need time off (1) for childbirth or adoption and for child bonding; (2) to care for themselves where they have a "serious health condition," as that term is defined by law; (3) to care for a family member (a parent, spouse, registered domestic partner or child) who has a "serious health condition," and (4) in certain circumstances involving employee military obligations or family members in the military.

How much leave do I get?

FMLA is limited to twelve (12) weeks of leave in a rolling twelve (12) month period.

How do I request it?

If you believe you may qualify for FMLA, please contact myHR Leaves team, who will provide information on how to apply.

Is it paid or unpaid?

FMLA is generally unpaid. However, all employees who take FMLA will be required to use any paid leave available to them (such as PTO time) concurrently with their FMLA. Days on which the employee's FMLA and paid leave operate concurrently will be paid.

Please contact myHR Leaves to review eligibility for this leave of absence.

Bereavement/funeral Leave

Employees are eligible for paid bereavement leave upon the death of an employee's immediate family member. Immediate family member means the employee's spouse, child, stepchild, son in law, daughter in law, father, mother, father in law, mother in law, stepfather, stepmother, brother, sister, stepbrother, stepsister, brother in law, sister in law, grandparent, grandparent in law, grandchild.

Registered domestic partner: registered domestic partner's child, son, daughter, father, mother, grandparent, registered domestic partner's grandparent, grandchild, brother, sister, employee's domestic partner's child, brother or sister employee's parent's domestic partner, employee's domestic partner's grandparent, employee's parent's domestic partner's child

Employees are entitled to ten (10) paid days of bereavement leave if the deceased family member is a spouse, registered domestic partner or child, and three (3) paid days of bereavement leave if the deceased family member is any of the above relations other than spouse, registered domestic partner or child.

Stryker's bereavement leave policy includes coverage for miscarriages to include coverage for both mothers and fathers following a miscarriage:

- An employee suffering a miscarriage at 20 weeks gestation or less will be eligible for three (3) days of bereavement leave;
- An employee suffering a still born at 21 weeks gestation or more will be eligible for ten (10) days of bereavement leave. This policy follows the American Medical Association definition of miscarriage.

As soon as is reasonable under the circumstances, you must notify your manager of the death and the need for bereavement leave. You should also communicate the anticipated duration of your leave. Leave will be paid based on the family member.

Jury duty leave

Stryker encourages employees to serve on juries or as witnesses when called. Exempt and non-exempt employees may receive full pay for serving on jury or witness duty for the duration of the court proceedings. You must notify your manager and myHR Leaves of your need for such leave as soon as a notice, summons or subpoena is received. Verification of the court documents will be required.

Employees whose jury duty is over before the end of their shift are generally expected to report to work unless otherwise notified by their manager.

Parental leave

Employees who experience the birth or adoption of a child are entitled to four (4) weeks of paid parental leave. Parental leave will increase to six (6) weeks for births or adoptions on or after 04/01/2020.

To be eligible, an employee must be the legal birth parent of, or must legally adopt, a child under the age of 18 years, except that employees who legally adopt their spouse's children from a prior relationship are not eligible for paid parental leave.

Employees must take their parental leave in increments of at least one (1) weeks. Employees must also take all four (4) weeks of parental leave within 12 months of the birth or adoption of the child in question. For parental leave on or after 04/01/2020 time can be taken in one continuous leave or in two (2) week increments, To request parental leave, contact the myHR Leaves team as soon as you know that you will require the leave.

Caregiver leave

To ensure that our employees have the time and resources need to care for family members with serious health conditions, we will begin offering caregiver leave. This leave will provide up to six (6) weeks of paid leave, available every three (3) years, at 100% of pay to care for family members who meet eligibility under Family Medical Leave Act (FMLA) regulations. Employees requesting caregiver leave must contact myHR before taking any time away from work and follow their direction. For additional information regarding caregiver leave, please contact myHR Leaves team.

Personal leave

An employee who has been employed for at least thirty (30) days is eligible to apply for an unpaid personal leave of absence. Personal leave may be taken for a minimum of one (1) day and a maximum of thirty (30) calendar days. All personal leaves must be continuous and cannot be taken intermittently.

Personal leave is an extraordinary type of leave that may be used only in rare and extenuating circumstances. Circumstances justifying the use of personal leave include, but are not limited to:

- A death in family for which permitted bereavement leave is insufficient and the employee has no vacation time
- The employee wishes to stay with a family member with a serious health condition or a terminal condition where no other leave type applies
- The employee has been impacted by a natural disaster and has no vacation or other leave available

Personal leave is **not** designed to be used as extra vacation time or for an employee to pursue hobbies or interests. Circumstances which **do not** qualify for personal leave include, but are not limited to:

- An employee's desire to take additional vacation time when the employee has insufficient vacation time remaining

- An employee's desire to extend FMLA or parental leave beyond their normal time periods without extenuating circumstances
- Trips to be taken because the employee has worked what he or she considers to be large numbers of hours
- Time off to research/write books or articles that are not necessary for Stryker's business
- Time off to assist a child or other family member with the birth or adoption of a child

Before you may take personal leave, you must exhaust all forms of available and applicable leave, including vacation. Vacation time will not accrue during any personal leave that has been approved by the myHR Leaves team.

Military leave

The company provides military leave to employees as required by federal and state law. Military leave includes active duty in the armed forces, reserve training activities, and reporting for examinations to determine an employee's fitness for military service. It also includes members of the National Guard and reserves who perform active duty for training. Military leave will be provided for five (5) years of active duty in qualifying circumstances. The details pertaining to military leave are complex. If you have questions or believe that you may be eligible for military leave, please contact myHR Leaves team and your HRBP.

State leaves of absence

Stryker is required, by the laws of certain states, to provide additional leaves of absence beyond what is discussed above. Please contact myHR Leaves team for details. California employees can refer to the California addendum for details on specific leaves.

Section seven

Safety and security

General statement on workplace safety

The company values the personal safety and health of each employee. The prevention of workplace injuries will be given precedence over operating productivity at all times. Management will furnish reasonable safeguards, maintain equipment and tools, provide safety training, and comply with federal, state and local safety standards to provide a safe and healthy working environment for every employee. Additionally, the constant cooperative efforts of all employees are required to promote and maintain a safe, healthy work environment. Each individual is equally responsible in the prevention of injuries/illness and the management of risk and unsafe situations throughout Stryker. Employees are required to adhere to the general safety rules listed below.

Zero-tolerance policy on workplace violence

A productive workplace must be free of threatened or actual violence. To that end, the company is committed to providing all of its employees with a safe and secure work environment. The following conduct by any employee, or by any other person on Company premises, is strictly prohibited:

- Threats of violence;
- Intimidation or physical harassment of others;
- Fighting;
- Throwing objects;
- Any violent act, including but not limited to hitting, punching, kicking, striking, or otherwise making contact with another person without their consent and with intent to cause harm;
- Vandalizing company property or the property of any other individual;
- Following or "stalking" other persons.

Any employee who engages in any of the above activities will be subject to discipline up to and including termination of their employment with the company. Appropriate law enforcement authorities may be notified and involved in situations as required.

Any person whom the company has reason to believe engaged in any of the above conduct will be removed from company premises as quickly as safety permits and may not be permitted to return to the workplace pending investigation into the conduct at issue. Employees will not be permitted to excuse threats of violence by claiming that they were just "joking" or "kidding." No threat of violence will be treated as a joke or an idle threat but will be investigated and disciplinary action taken as appropriate.

Be advised that threats which are made outside of the workplace will be considered violations of this policy and will subject the responsible party to disciplinary action up to and including termination if the threat is made about the workplace or otherwise impacts the workplace.

Weapons policy

In accordance with Stryker's commitment to provide a safe workplace, possession of weapons of any kind in the workplace is strictly prohibited, and any employee in possession of a weapon in the workplace will be subject to disciplinary action up to and including termination of employment with the company. Prohibited weapons include, but are not limited to:

- Firearms of any kind;
- Knives, other than kitchen knives and small pocket knives;
- Crossbows;
- Swords;
- Mace, pepper spray or other chemical weapons;
- Nunchuck sticks;
- Any type of explosive device.

Employees may not possess prohibited weapons on their person, in a bag or a locker or at their workstation. Employees are also prohibited from possessing them in a vehicle on company premises, except where expressly permitted by applicable state law.

Smoke/tobacco free workplace

The company prohibits all smoking or use of chewing tobacco in the workplace, including inside all enclosed buildings. Employees wishing to smoke or use chewing tobacco must do so outside company facilities, at designated tobacco-use zones, if there are such zones at your facility or, in any event, a reasonable distance away from all entrances and windows that open. Smoking or tobacco use may only occur during scheduled work breaks.

Employees who observe other individuals smoking or using chewing tobacco in the workplace have a right to object and should report the violation to their supervisor or another member of management. No employee will be disciplined or retaliated against for reporting smoking or use of chewing tobacco that violates company policy.

Please note that for purposes of this policy, "smoking" includes "vaping" or the use of electronic or "e" cigarettes. Vaping or use of electronic or "e" cigarettes is subject to the same restrictions outlined above.

Employees who violate this policy will be subject to disciplinary action up to and including termination.

Admission to facilities

You must use your photo identification badges or name badges or a company-issued key fob for entrance to Stryker facilities. If you lose your badge or key fob, report it to the Human Resources Department and to Facilities, Security, EH&S or your division equivalent immediately. **You are responsible for any unauthorized access made with your badge/key fob if not reported.**

Company facilities and grounds are controlled to protect company property and employees. For this reason, employees shall only enter the company property during their scheduled work hours or outside their scheduled work hours if it is a legitimate reason that is approved by their supervisor or Human Resources. Employees will only enter/exit through authorized entrances and exits. Visitors are required to enter only through approved visitor entrances. This is required to provide Facilities with correct building occupancy information in case of emergency evacuation. Only people with a legitimate and approved purpose will be allowed within the company facilities or on the grounds. Please ask visitors to report to the main lobby and report any suspicious and/or unknown persons immediately to the Facilities department. For the safety of everyone on the company site, do not hold open the door for anyone not displaying a company badge.

Employees whose employment with the company is terminated must return their identification badges to their supervisor on the day of their termination and are not permitted to reenter the building at any time after their termination except when pre-approved and coordinated with Human Resources and in accordance with the admission procedures outlined above for visitors. Additionally, former employees must be accompanied at all times by an employee while on company premises.

Inspections and searches

The company reserves the right, at all times and without prior notice, to inspect and search all company property for the purpose of determining whether this policy or any other Stryker policy has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or outside of business hours and in the presence or absence of the employee.

In addition, in order to ensure the safety and security of employees and visitors, and to protect the company's legitimate business interests, the company reserves the right to question and inspect or search any employee or other individual entering onto or leaving company premises. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, or similar containers. These items are subject to inspection and search at any time, with or without prior notice. The company also may require employees while on the job or on company premises to agree to reasonable inspection of their personal property or persons. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages, or turning out his or her pockets, or similar actions, in the presence of a representative of the company, typically a management employee of the same gender. The company will not tolerate any employee's refusal to submit to a search.

Lockers and/or desks are provided to employees for storage of personal items and work purposes, respectively. The company does not assume liability for missing or stolen articles. The company reserves the right, as conditions dictate, to search lockers and desks. As such, employees should have no expectation of privacy with respect to lockers, desks and/or personal items stored in lockers and desks on company premises. Employees may, or may not, be notified before, or at the time of, the search, depending upon the circumstances. In cases requiring employees to remove company-owned equipment or devices from the site employees must have prior written approval from their supervisor.

Cell phones and electronic devices

The company may provide certain employees with cell phones, laptops, or other electronic devices owned by the company for business use. Company-owned phones and electronic devices are the property of the company and you may be asked to provide them for inspection in connection with important business needs.

Employees may use a personally owned cell phone or other electronic device to conduct Stryker business when permitted, as long as they take care to protect the confidentiality of Stryker information and documents. An employee who uses an electronic device for Stryker purposes, including a cell phone, may be asked to provide that device for inspection by Stryker personnel in connection with an investigation. Stryker will request inspection of these devices only in situations where company investigators have reason to believe that relevant information may be found on the device, and when such an inspection occurs, Stryker investigators will limit their inspection solely to the parts of the device where relevant information is believed to be. For example, if Stryker requests inspection of a personally owned device to examine text messages, the inspection will generally be limited

to text messages and will not generally include internet usage, personal contacts, or other files.

An employee's refusal to turn over a device in connection with an investigation may lead to consequences potentially including, but not limited to:

- Stryker withdrawing permission for the employee to use a personally owned device to conduct Stryker business; or
- Disciplinary action for failure to cooperate in an investigation.

Stryker employees are expected to follow all applicable laws and regulations pertaining to the use of cell phones while driving. When driving a vehicle for company business, Stryker employees may use cell phones only through a hands-free device.

Accident reporting

Accidents may occur in the workplace leading to illness or injury. If an accident which results in an illness and/or injury does occur, the following procedures should be followed for the fast treatment of the illness or injury and the timely processing of related paperwork:

- Employee informs immediate supervisor.
- Supervisor informs Facilities team of incident and requests any first aid.
- Employee goes to Human Resources and receives an "Authorization for Medical Services", which the employee takes with him/her to the clinic, while the supervisor picks up a "Stryker Accident Investigation Report" and "Employee's Claim for Workers' Compensation Benefits" form both available online, which should both be filled out for reporting purposes and returned to Human Resources the day of the accident.
- Immediately upon return, the employee reports to Human Resources and delivers a Work Status report, which the clinic will provide. Please note: Employee must have a doctor's release to return to work.
- Supervisor and employee complete all the necessary paperwork and the supervisor reviews the situation with the employee and other team members, if necessary, to ensure safe working practices.

Addendum I

California Employees

California Welcome

This California Addendum is part of the Stryker employee handbook for U.S. Employees ("U.S. Handbook"). The policies set forth in the California Addendum are **in addition to** the policies in the U.S. Handbook, and are applicable to any employee in any U.S. division who works within the state of California. For additional information or if you have questions, please contact your MyHR Leaves team.

Please note that the policies set forth in this California Addendum **do not apply** to Stryker employees who **primarily work or are based outside of the state of California**.

California Anti-Harassment, Anti-Discrimination and Anti-Retaliation policy

Corporate Policy Nos. 2 and 3, contained in the U.S. Handbook, contain Stryker's general policy against harassment, discrimination and retaliation and express Stryker's commitment to maintaining a workplace free of harassment, discrimination, and retaliation.

In addition to protections offered by federal law, California employees are protected by the Fair Employment and Housing Act ("FEHA"). Pursuant to the FEHA, Stryker is committed to providing a work environment that is free of discrimination and harassment on the basis of any of the following characteristics:

- Age (40 or over);
- Ancestry;
- Color;
- Religion and Religious creed (including religious dress and grooming practices);
- Disability (mental and physical), including HIV and AIDS;
- Marital Status;
- Medical Condition (including cancer and genetic characteristics or those of a family member);
- Genetic information;
- Military and Veteran status;
- Status as a Victim of Domestic Violence, Sexual Assault or Stalking and/or use or request of any legally protected leave;
- National Origin;
- Race;
- Sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding);
- Gender, Gender Identity, and Gender Expression; and

- Sexual Orientation.

Every Stryker employee, including supervisors, managers, and co-workers, along with applicants, volunteers, paid and unpaid interns and non-employee third parties such as contractors or vendors with whom the employee comes into contact, are prohibited from engaging in unlawful discrimination, harassment, or retaliation in violation of the FEHA. The Company has provided all California-based employees with the Department of Fair Employment and Housing (DFEH) brochure on sexual harassment (DFEH-185). If another copy is needed, please contact your myHR. All employees who supervise the Company's California employees are required to attend mandatory sexual harassment training every two years, including a component on abusive conduct, in accordance with applicable law.

Any employee who wishes to file a complaint alleging discrimination, harassment or retaliation may do so in the manner set forth in Corporate Policy No. 2: Anti-Discrimination and in Corporate Policy No. 3: Harassment Free Workplace, both of which are incorporated by reference. Please note that any complaint filed under those policies will be followed by a fair, thorough and timely investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. If, at the end of the investigation misconduct is found, appropriate remedial measures shall be taken. Stryker will maintain full confidentiality to the extent possible. The ability to maintain confidentiality may, however, be affected by the needs of the investigation.

All supervisors and managers must report complaints of misconduct, including alleged harassment, discrimination, or retaliation to their HRBP or to another member of Human Resources, Compliance or Legal as appropriate.

No employee will be retaliated against for complaining about harassment, discrimination, or retaliation or for participating in an investigation of harassment, discrimination, or retaliation. Any employee who is found to have engaged in harassment, discrimination, or retaliation in violation of Stryker policy will be subject to discipline up to and including termination of employment.

Abusive conduct and/or bullying is also prohibited. Abusive conduct means conduct in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. The above list of examples is not intended to be all-inclusive. A single act shall not constitute abusive conduct, unless especially severe and egregious.

California Family Temporary Disability Insurance (Paid Family Leave)

Eligible California employees are covered by California's Paid Family Leave (PFL) benefit. Paid family leave does not provide employees with a protected leave of absence. Rather, paid family leave provides partial wage replacement benefits when an employee has been approved for a leave of absence.

The PFL fund is administered by the California Employment Development Department ("EDD"), not the company, which means that employees must apply to the EDD to receive this benefit. Through the PFL fund, the EDD will provide eligible employees with a wage supplement for a maximum of six weeks within a 12-month period. This benefit increases to eight weeks as July 1, 2020. PFL benefits may be available from the EDD if the employee is unable to work, and experiences a resulting wage loss, due to any of the following reasons:

1. For the birth or placement of a child, as defined by the PFL law, for adoption or foster care within one year of the birth or placement of the child; or
2. To care for an immediate family member, (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner) or to bond with a new child entering the family through birth, adoption, or foster care placement, as defined by the PFL law who is seriously ill and requires care.

PFL benefits will be coordinated with an otherwise authorized leave of absence. In such circumstances, the use of PFL benefits and/or paid time off during the leave period will not extend the length of the leave beyond what is required by applicable law and/or company policy. Employee benefits do not accrue during a leave of absence unless otherwise required by law or by applicable company policies.

California State Disability Insurance (SDI)

The EDD also administers State Disability Insurance benefits which are fully funded by taxes deducted from California employees' pay. An employee who is unable to work due to his or her serious health condition and experiences a resulting wage loss may be eligible, and should apply, for SDI benefits through the EDD. Information on SDI benefits, including how to apply, can be reviewed on the EDD's website at <https://www.edd.ca.gov/claims.htm>.

California Pregnancy Disability Leave ("PDL")

California employees who are disabled by pregnancy, childbirth or a related medical condition may be eligible for a PDL leave of absence. California employees are eligible for

PDL leave as of their first day of service with Stryker – there is no length of service requirement.

An employee is eligible for a maximum of 17.33 weeks of PDL leave for each pregnancy, assuming he or she meets all eligibility requirements. PDL leave is unpaid and may be taken in a continuous period, or on an intermittent or a reduced scheduled basis, or a combination of the same as medically necessary or advisable; employees are required to exhaust accrued paid leave time, such as vacation, in the same manner as they would be required to exhaust paid leave time for FMLA leave. Please see the FMLA leave policy in the U.S. handbook for details.

In accordance with California law, pregnancy-related disability leave, reasonable accommodation and/or position transfer is available to any employee whose health care provider certifies that the employee is temporarily disabled from performing her job because of pregnancy, childbirth or a related medical condition. A "related medical condition" includes, but is not limited to, lactation, severe morning sickness, prenatal or postnatal care, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, and loss or end of pregnancy.

An employee who gives birth is generally presumed to be disabled for six weeks after the birth unless the birth is by cesarean section in which case the employee is presumed to be disabled for eight weeks after birth.

The company will engage in good faith interactive process with an employee who requests reasonable accommodation for her medical needs related to pregnancy, childbirth, or a related medical condition. Examples of reasonable accommodation by the company include, but are not limited to, temporarily modifying the employee's work duties or schedule, providing furniture or modifying equipment, allowing more frequent breaks, and providing lactation breaks. In addition, the company will transfer an employee to a less strenuous or hazardous position (where one is available) if medical needed because of her pregnancy. If you are in need of an accommodation during pregnancy, please contact MyHR Leaves team for additional information.

To take pregnancy-related disability leave, receive reasonable accommodation or obtain a position transfer, an employee must give the company sufficient verbal or written notice for it to make appropriate plans – at least 30 days' advance notice if the need for leave, reasonable accommodation or transfer is foreseeable; otherwise, as soon as practicable if the need is an emergency or unforeseeable.

For additional information, please contact the MyHR Leaves team.

California Family Rights Act Leave ("CFRA")

The California Family Rights Act (CFRA) is a state law that provides substantially the same leave benefits and protections to California employees as those provided under the federal Family and Medical Leave Act (FMLA). Eligibility for leave under the CFRA is the same as under the FMLA. Under both leave laws, an eligible employee can take up to 12 weeks of unpaid leave in a 12-month period for a qualifying reason. Qualifying reasons for CFRA leave are as follows:

- The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("bonding leave"). Leave for this reason is permissible to be taken intermittently in less than two week increments on any two occasions.
- The serious health condition of the employee that prevents the employee from working (excluding disabilities related to pregnancy, childbirth or related medical conditions, which would qualify the individual for Pregnancy Disability Leave); or care for the following family members with a serious health condition:
 - A child, regardless of age or dependency status, including the child of a registered domestic partner or a child of a person standing in loco parentis; parent; spouse (to include same sex spouse and registered domestic partner as defined by California law), grandparent meaning parent of the employee, grandchild meaning child of the employee's child, sibling meaning a person related to another by blood, adoption, or through a common or biological parent.
- For a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, registered domestic partner, child, or parent in the US Armed Forces.

Generally, an approved leave under the CFRA runs concurrent with the FMLA entitlement. However, there are circumstances when this is not the case. For example, when leave is taken due to the temporary medical disability of the employee due to pregnancy, childbirth or a related medical condition, the leave counts as FMLA leave and Pregnancy Disability Leave but not CFRA leave. For additional information regarding CFRA or FMLA entitlements, including potential concurrent entitlements, please contact the myHR Leaves team.

Spouses, including registered domestic partners and unmarried parents, who are employed by Stryker can each take twelve (12) weeks of leave to bond with a newborn or a newly placed child. In addition, parents employed by Stryker may each take twelve (12) weeks of CFRA leave if needed to care for a child with a serious health condition.

FMLA/CFRA leaves are unpaid, meaning the employee does not continue to earn or receive wages from the company during the leave. However, the employee may be eligible, and should apply for SDI or PFL, as applicable.

California Lactation Accommodation Policy

All Stryker employees working in California have the right to request lactation accommodation. This may include, but not be limited to, the use of a private location, other than a bathroom, to express breast milk in accordance with California Labor Code requirements, and a reasonable amount of break time to accommodate their need to express breastmilk. Employees who are provided with break time to express breastmilk should, if possible, take such lactation breaks concurrently with other normally scheduled break periods. Nonexempt employees must clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods.

Employees who require a reasonable accommodation to express breastmilk are required to notify their manager and log a ticket with myHR, and myHR will respond to the request. Employees have the right to file a complaint with the Labor Commissioner for any violation of rights provided under the California Labor Code regarding lactation accommodations. If Stryker cannot provide break time or a private location to express breastmilk that complies with this policy, Stryker will notify the employee in writing.

For additional information, please contact the myHR Leaves team

California Military Family Leave

Employees in California who serve in the military are entitled to the rights and protections set forth in the California Military and Veterans Code. Among other things, the code prohibits discrimination against members of the military or naval services of the state or of the United States, and grants members of the National Guard or reserves a temporary leave of absence for military duty ordered for purposes of military training, drills, encampment, naval cruises, and special exercises or like activities. The maximum amount of leave available is seventeen (17) days per year.

In addition, employees who are spouses of certain military personnel may receive up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a "qualified leave period" means the period during which the individual is on leave from deployment during a period of military conflict.

For additional information, please contact the myHR Leaves team.

California Civil Air Patrol Leave

Stryker will provide ten (10) days of leave per year (but no more than three (3) days at a time) to employees who are volunteer members of the California Wing of the Civil Air Patrol. Employees must have been employed by Stryker for at least 90 days immediately preceding the commencement of leave and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible in order to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Leave under this policy is unpaid. An employee taking leave under this policy will not be required to exhaust accrued vacation, personal leave, sick leave or any other type of accrued leave prior to taking unpaid Civil Air Patrol Leave. Following leave under this policy, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of Civil Air Patrol service. If the employee complies with these requirements, the employee will be restored to their prior position without loss of status, pay, or other benefits.

For additional information, please contact the myHR Leaves team.

Leave for bone marrow donation

Employees will be provided a leave of absence to undergo a medical procedure to donate bone marrow to another person. The combined length of this leave may not exceed five (5) workdays in any twelve (12) month period. To qualify for this leave, the employee must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each leave requested.

Employees must use accrued paid leave time, such as vacation and sick time, concurrently with this leave.

For additional information, please contact the myHR Leaves team.

Leave for organ donation

Employees will be provided a maximum of thirty (30) days' leave of absence to undergo a medical procedure to donate an organ to another person. To qualify for this leave, the employee must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each leave requested.

Employees will apply for short term disability (STD) for evaluation and determination. If the claim is not approved by The Hartford, then the employees must use accrued paid time, such as, vacation and sick time to run concurrently with this leave.

For additional information, please contact the myHR Leaves team.

School/Daycare Activities Leave

If you are a parent, guardian or grandparent with custody of a child in kindergarten or grades 1-12, or a licensed day care center, and you wish to take time off to visit the school or day care center of your child for an activity, you may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), in accordance with California law, provided you give reasonable notice to the company of your planned absence. Employees wishing to take such leave may utilize their existing accrued vacation time. The company requires documentation from the school noting the date and time of your visit.

If both parents of a child work for the company, only one parent -- the first to provide notice -- may take the time off, unless the company approves both parents taking time off simultaneously.

You also may be granted time off to attend a school conference involving the possible suspension of your child. Please contact the MyHR Leaves team if time off is needed for this reason.

Leave for victims of domestic violence

The company will provide time off to any employee who is a victim of domestic violence, sexual assault, and/or stalking so that the employee may obtain or attempt to obtain relief (such as a temporary restraining order, restraining order, or other injunctive relief) and to help ensure the health, safety, or welfare of the employee or the employee's child. When taking such leave, the employee should give the company reasonable notice of the leave, unless advance notice is not feasible. The company also may require the employee to provide written verification of the need for the time off, such as a police report, court order or documentation from a medical professional, etc.

Additionally, an employee who is a victim of domestic violence and/or a victim of sexual assault may take time off to attend to any of the following: (1) to seek medical attention for injuries caused by domestic violence; (2) to obtain service from a domestic violence shelter, program, or rape crisis center; (3) to obtain psychological counseling; and (4) to participate

in safety planning and to take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

For additional information, please contact the myHR Leaves team.

Leave for victims of crime

The company prohibits discrimination against an employee who wishes to take time off from work for the purpose of attending judicial proceedings related to certain crimes committed against the employee, the employee's immediate family member, the employee's registered domestic partner, or a child of the employee's registered domestic partner. Such crimes include a violent felony, as defined in subdivision (c) of section 667.5 of the California Penal Code or a serious felony, as defined in subdivision (c) of Section 1192.7 of the California Penal Code.

For purposes of requesting leave to attend judicial proceedings under this policy, immediate family member is defined as an employee's spouse, registered domestic partner child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

For additional information, please contact the myHR Leaves team.

Leave for volunteer firefighters, reserve peace officers

If you are a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel who intends to perform emergency duty during work hours, please alert your supervisor so the company is aware of the fact that the employee may have to take time off to perform emergency duty. In the event any employee needs to take time off for this type of emergency duty, a supervisor must be notified before leaving work. All time off for these purposes is unpaid. Registered volunteer firefighters, reserve peace officers or emergency rescue personnel are eligible to take temporary unpaid leaves of absence for fire or law enforcement training not to exceed 14 days per calendar year. For additional information, please contact the myHR Leaves team.

Time off for adult literacy programs

The company will make reasonable accommodations for any employee requests that the company assist him or her in enrolling in an adult literacy program, unless undue hardship to the company would result. The company will also assist employees who wish to seek literacy education training by providing employees a list of locations of local literacy programs.

The company will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact the myHR Leaves team directly. Individuals who are performing satisfactorily will not be subject to discriminatory action due to disclosing literacy problems.

California Paid Safe and Sick Time

Pursuant to the California Healthy Workplaces/Healthy Families Act of 2014, all employees who work at least 30 days within a year in California are eligible to receive at least 24 hours or three days of Paid Safe and Sick Time ("PSST") pursuant to this policy. Employees will receive this PSST grant at their time of hire or time of eligibility, and thereafter at the beginning of each calendar year as part of their regular annual sick leave grant made pursuant to Stryker's Vacation and Sick Time policy in the U.S. Employee Handbook. **Note that for non-exempt employees the PSST grant is part of the regular annual sick leave grant and will not increase the total number of sick days granted per year.**

This PSST may be used as sick time for the employee or the employee's eligible family members a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition. The PSST also may be used as safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.

Eligible family members include the employee's current spouse, child or individual for which the employee stands in loco parentis, legal guardian or ward, parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, sibling, grandparent, or grandchild. An employee's registered domestic partner (as defined by law), as well as the child and parent of a registered domestic partner, are also considered an employee's family member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child's age or dependency status.

Employees are eligible to take PSST beginning on the 90th day of employment and after 30 days of work in California. Non-exempt employees are eligible to cash out unused PSST at the end of the calendar year pursuant to Stryker's Vacation and Sick Time policy in the U.S. Employee Handbook. Exempt employees cannot cash out unused PSST at the end of the calendar year. PSST cannot be carried over at the end of one calendar year into another and will not be paid out at termination of employment. PSST may be used in increments of two

hours or greater to cover all or just part of a workday. PSST benefits will be based on the employee's current regular rate of pay, as defined under this policy. If an employee terminates employment and is rehired within one (1) year of the termination date, they will receive back all accrued but unused PSST they had at the time of termination and will be eligible to use that time as of the date of rehire.

If the need for PSST is foreseeable, an employee must provide reasonable advance notice to their supervisor. If the use of PSST is unforeseeable, an employee must provide notice – either orally or in writing – to their supervisor of the need to use PSST as soon as practicable. In all circumstances, an employee is responsible for specifying that the time off is for PSST reasons. Failure to obtain approval as soon as possible after determining the need to take PSST may result in discipline.

Stryker will not deny an eligible employee the right to use accrued PSST, nor will it discriminate in any manner against an eligible employee for using or attempting to use accrued PSST days, for complaining about an alleged violation of this policy, or for participating in an investigation about an alleged violation of this policy.

Alcohol or drug rehabilitation leave

California employees who enter an alcohol or drug rehabilitation program will be accommodated as long as the accommodation does not impose an undue hardship on the company. The company may offer a flex in the employee's schedule or unpaid time off if this is necessary to allow the employee to attend classes. Employees may use accrued paid time off to participate in a rehabilitation program. Certification of enrollment in a drug or alcohol rehabilitation program must be submitted at or before the initiation of the leave of absence, stating the dates the employee will attend the program and that the employee cannot work while attending the program. The employee will be expected to return to work on the first working day following completion of the program. Before returning to work following a drug or alcohol rehabilitation leave the employee must submit certification from an authorized representative of the drug or alcohol rehabilitation program in which the employee enrolled that the employee participated in such a program, the dates the employee participated, and that the employee successfully completed the program in which he/she enrolled. Second, the employee must submit certification from the employee's health care provider, no later than five (5) days before returning to work, that the employee is medically able to return to work. Requests to extend an initial leave period must be accompanied by supporting documentation and be received prior to the original return date. For additional information, please contact the myHR Leaves team.

Voting

Voting is a civic obligation and privilege. The company encourages all employees to register their vote on election days. While the company asks that employees find time before or after the work day to vote, employees who are unable to vote in a statewide election during non-work hours may arrange, with at least 48 hours' advance notice, to take up to two hours off from work with pay to vote. Advance approval for such time off must be obtained from Human Resources. Employees are encouraged but not required to use absentee ballot voting to avoid the need of taking time off to vote.

Jury/witness

Employees will be granted an unpaid leave if called to serve as a juror or witness in a legal proceeding. Upon receipt of a jury duty notice or witness subpoena, an employee must promptly furnish a copy of such notice or subpoena to the myHR Leaves team, along with a Request for Time Off form, so that necessary provisions can be made in the employee's absence. Upon completion of jury or witness duty, certification of the specific date(s) served must be provided to the myHR Leaves team. If an employee is not required to report, or is released early from jury or Witness duty, the employee must immediately return to work. Non-exempt employees will return to work on the next regularly scheduled shift.

Business expenses

In accordance with California law, all employees are entitled to be reimbursed for all business expenses or losses incurred as a direct consequence of performing their work duties. This includes costs pertaining to equipment, materials, training and business travel. All employees must follow the policies set forth in the U.S. handbook for the reporting of business expenses in order to request reimbursement.

If you have additional questions, please contact the myHR Leaves team.

California Rest Period Policy

Non-exempt employees who work at least three and a half (3.5) hours in a workday are provided, and required to take, a paid rest period of at least ten (10) consecutive minutes for each four (4) hours worked or major fraction thereof (two hours), which should be taken as close as possible to the middle of the four-hour work period. Pursuant to this policy, employees who work more than six (6) hours in a workday are provided a second paid rest period of at least ten (10) consecutive minutes. Employees who work more than ten (10) hours in a workday are provided a third paid rest period of at least ten (10) consecutive minutes. Managers have discretion to ask an employee to take an earlier or later rest period as necessary to meet staffing requirements.

Rest periods shall not be combined with an employee's meal period. Rest periods are intended to provide employees an opportunity for rest and relaxation and are always provided to employees. Rest periods should be enjoyed away from employee work areas. If a non-exempt employee is ever required to work through a rest period or to take a rest period of less than ten (10) minutes, the employee is required to immediately notify their manager the same day that the rest period is missed or short.

California Meal Period Policy

Non-exempt employees who work more than five (5) hours in a workday are provided and required to take one unpaid thirty (30) minute meal period which must begin before completing five (5) hours of work. Non-exempt employees who work more than ten (10) hours in a workday are provided and required to take a second meal period of at least thirty (30) consecutive minutes, which must begin before the completion of the tenth hour of the employee's shift. Any employee who works more than ten (10) hours but fewer than twelve (12) hours in a workday may waive their second meal period by mutual consent of Stryker and the employee, so long as the employee did not waive their first meal period of the workday.

Meal periods are intended to provide employees an opportunity for rest and relaxation and are always provided to employees. Accordingly, employees are entirely relieved from duty during their meal periods. Meal periods should be enjoyed away from employee work areas, and employees are not permitted to perform any duties during such periods.

If a non-exempt employee is ever required to work through a meal period, take a short meal period, or return to work before at least thirty (30) minutes, the employee is required to immediately notify their manager the same day that the meal period is missed, late or short. All non-exempt employees are required to document the beginning and ending times of meal periods in Work Day, or applicable time recording system.

California final pay

When Stryker terminates the employment relationship, the terminated employee will be paid all earned but unpaid wages, including all accrued but unused vacation, immediately at the time of termination. In all cases, an employee's final pay will not include accrued but unused paid sick leave.

When an employee resigns and gives at least 72 hours advance notice of his or her intention to quit, the resigning employee will be paid all earned but unpaid wages, including all accrued but unused vacation, at the time of quitting.

When an employee resigns without giving at least 72 hours advance notice, the employee will be paid all earned but unpaid wages, including all accrued but unused vacation, within 72 hours of the notice of quitting. An employee who resigns without giving 72-hours prior notice may request that his or her final wage payment be mailed to a designated address. The date of mailing will be considered the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of resignation.

In all cases, an employee's final pay will not include accrued but unused paid sick leave.

In circumstances where earned commissions cannot be readily ascertained at the time of termination, the commissions will be paid as soon as they are ascertainable.

Addendum II

Puerto Rico employees

Puerto Rico Welcome

This Puerto Rico Addendum is part of the Stryker Employee Handbook for U.S. Employees ("U.S. Handbook"). The policies set forth in the Puerto Rico Addendum are in addition to the policies in the U.S. Handbook, and are applicable to any employee in any U.S. division who works in Puerto Rico. For additional information or if you have questions, please contact your MyHR team.

Please note that the policies set forth in this Puerto Rico Addendum do not apply to Stryker employees who primarily work or are based outside of Puerto Rico.

Electronic Surveillance

Stryker Puerto Rico has implemented a System and Procedure for Electronic Surveillance. This system has the purpose, among others, to safeguard, to the extent possible, the safety of the Company, its employees, customers, contractors and visitors in general. It also intends to protect the equipment, assets, property, products or proprietary information of the Company, provide an effective method of controlling the use given by Employees of the Company's property, reduce or prevent acts of sabotage or misuse or disappearance of property, assets, proprietary, sensitive information or business secrets of the Company, among others. When the information obtained through electronic surveillance reflects the violation of laws of government regulation or of the norms, rules, regulations or policies of the Company, it may be used in the corresponding legal or administrative process, or for the taking disciplinary action.

Electronic surveillance can cover all exempt, non-exempt, regular, temporary and part-time employees of the Company, as well as their contractors, customers and visitors. This may include the use of cameras or electronic devices to record images, compile or store information through analog or digital formats in areas and equipment of the Company, such as open office or work areas, warehouse, parking and / or facility entrances Company property and / or used by it. The electronic monitoring of the Company shall not extend to areas in which, by their nature, individuals have a marked expectation of privacy such as bathrooms and / or showers. All the remaining areas of the Company are subject to electronic surveillance, so there is no expectation of privacy regarding them.

Please reach out to a local HR Business Partner for further information or visit our [Intranet](#) site.

Other Illegal Forms of Harassment

Stryker Puerto Rico expressly prohibits discrimination and harassment based on an Employee's sexual orientation or gender identity.

The following types of behavior may constitute evidence of harassment and hostile environment based on a person's sexual orientation or gender identity: personal questions regarding a person's body, physical changes or sexual practices; permitting the use of workplace equipment to produce material meant to mock co-workers based on their sexual orientation or gender identity; jokes or comments meant to mock a person based on their sexual orientation or gender identity, even if the joke was not made directly to the victim; denying access to restrooms, locker rooms or areas similarly identified by gender based on a person's gender identity; requiring that a person dress or groom in a manner inconsistent with their gender identity.

Any Employee that understands that he has been subject to harassment or hostile environment on account of sexual orientation or gender identity should submit a compliant, orally or in writing, to the immediate supervisor or to the Human Resources Department.

Upon receiving the complaint, Stryker will promptly assign a person with knowledge on the subject to investigate the complaint. This person shall:

1. Advise the claimant about his rights and of those other legal alternatives that the employee may have.
2. Promptly investigate every complaint, even in those cases where alleged acts in which the complaint is based have ceased.
3. Complete the investigation within a reasonable term;
4. Ensure that the investigation file has a written statement of the claimant and of the alleged harasser;
5. Inform every person that participates in the investigation that it is a confidential procedure and that they will not be subject to retaliation due to their participation in the investigation;
6. Issue a final determination and report within a reasonable term and notify same to the claimant and the alleged harasser.

Please reach out to a local HR Business Partner for further information or visit our [Intranet](#) site.

Standard & Protocol to Manage Domestic Violence Victims at Work

Stryker Puerto Rico will implement its protocol to handle situations of domestic violence in workplaces or employment, in order to strengthen prevention and intervention efforts in these cases. Domestic violence is the use of physical force, psychological violence, intimidation or persecution against one's partner or former partner with the purpose of causing physical or emotional damage to the person, their loved ones or their property. All

employees who have been involved in, have witnessed or are aware of any inappropriate, alarming, threatening behavior related to a situation of domestic violence, that has occurred in the workplace or that is connected to an employee outside the workplace , are responsible for promptly reporting such behavior to their immediate Supervisor or to the Human Resources Department.

The protocol to manage domestic violence victims will be activated when an employee communicates the situation to the Supervisor or an HR Business Partner. A safety plan will be created with the objective to prevent an unsafe act from occurring in the work area and to safeguard the victim as well as co-workers. This plan will also provide additional support service for the victim and immediate family members if applicable.

In addition, Stryker Puerto Rico prohibits discrimination in the workplace of victims or employees perceived as victims of domestic violence, sexual assault or stalking. Stryker Puerto Rico will not retaliate against any employee who complains about a situation of domestic violence and / or who, in good faith, reports such a situation.

We understand that our case management protocol will help create an environment of trust for victims of domestic violence which will minimize the negative impact of domestic violence, both for the individual and for our organization. At Stryker, we are committed to the health, safety and well-being of our Employees at all organizational levels, both inside and outside our plant.

Please reach out to a local HR Business Partner for further information or visit our [Intranet](#) site.

Workplace Policy Free of Controlled Substances / Prohibited Substances/Alcohol

Stryker Puerto Rico has a policy that regulates the use or abuse of controlled substances and alcohol in the workplace. Stryker is committed to providing all employees with a workplace free of controlled substances and alcohol and has adopted a Workplace Policy Free of Controlled Substances / Prohibited Substances to: (1) ensure a safe environment for its Employees and customers; (2) protect Stryker and the property of employees; (3) increase productivity, efficiency and service quality; and (4) increase safety. Any employee who violates the policy will be subject to disciplinary action, up to and including termination.

The following list includes examples of prohibited conduct. This is not an exhaustive list:

1. unauthorized use, possession, consumption or sale of a controlled substance prohibited on Stryker's premises or for hours of labor;
2. be under the influence of an illegal drug, controlled substance, or alcohol during working hours;

3. the use during hours outside the working day of controlled substances that adversely affect or may affect work performance, the safety of other persons at work, or Stryker's reputation in the community; and / or
4. refuse to undergo tests, treatment or rehabilitation as required by the policy.

The policy also establishes Stryker's right to implement and enforce it, including the right to conduct doping tests / random tests to employees, and the right to investigate employees. Likewise, any employee for whom there is a reasonable individualized suspicion that is under the influence of controlled substances may be subject to a doping test. Any employee suspected of being under the influence of alcohol may be subject to an alcohol test.

Disciplinary measures will be taken in accordance with the Company's policies and procedures.

As Stryker employees, each of us is responsible for knowing and complying with the Stryker Puerto Rico Policy related to a place free of controlled substances including notifying management of any criminal arrest or conviction related to controlled substances no later than five days after the event occurred. We are also responsible as individuals for obtaining professional help to handle substance abuse problems. Those employees who need assistance are urged to communicate confidentially with the HR Business Partner for advice on the Employee Assistance Program (PAE).

Please reach out to a local HR Business Partner for further information or visit our [Intranet](#) site.

Attendance Policy

Stryker Puerto Rico employees will follow our local attendance policy. A summary of this policy includes the following:

- Regular and reliable attendance is required of all employees, as a condition of employment. Employees are expected to report to work on time as scheduled and to work their scheduled hours, as well as any extra hours required, to ensure that the service requirements of our customers and our organization, reliability and productivity are met.
- In the case where an employee cannot arrive on time or will be absent, it is the employee's responsibility to notify the Supervisor as soon as possible, and at least two hours before the start of the workday. Absences or excessive tardiness will not be tolerated and may result in disciplinary action, up to and including termination.
- Employees who are absent due to illness for more than two (2) days are required to present a medical certificate to the Infirmary the day they return to work or the day before. The Infirmary will provide a return-to-work authorization that must be given to the Supervisor. If the Supervisor does not receive authorization to return to

work, the employee will be asked to leave the premises and / or to report to the Infirmary for further instructions.

- Managers and Supervisors have the responsibility of maintaining written and / or electronic records of the absences, tardiness and early departures of their respective employees, including the reasons provided by the employees for such occurrences. When the disciplinary action is appropriate, the Manager and / or Supervisor will consult with Human Resources before beginning the disciplinary process. Please review the full policy to understand the guidelines around disciplinary actions.

Please reach out to a local HR Business Partner for further information or visit our [Intranet](#) site.

Leaves of Absence

Eligible employees in Puerto Rico may be entitled to additional leaves as required by local law. Each foreseeable leave request must be submitted in writing and approved by the employee's supervisor and Human Resources. Please contact an HR Business Partner for further information. A summary of specific leaves includes the following:

Puerto Rico additional Medical Leaves:

1. SINOT: The Non-Occupational Disability Temporary Insurance (SINOT) is a program that pays benefits to insured workers who have lost wages because of a disability caused by an illness or injury that is not related to employment or a car accident. Stryker will reinstate employees to their same or similar position with equivalent pay, benefits and other employment terms if the employee requests reinstatement within a twelve (12) month period from the date the disability and/or the accident happened and within fifteen (15) days from the date the employee was discharged from medical treatment, at the time of the request, the employee is mentally and physically able to perform his duties, and the employee's job has not been eliminated at the time of the request. This leave runs concurrently with FMLA. For further information, please contact your HR Business Partner.
2. FSE: The Workers Accident Compensation Statute provides a leave of absence to employee injured at work, disabled and under medical treatment. The injured employee must notify the Supervisor immediately that an accident or an injury has occurred. The Supervisor will notify Infirmary and the process to complete the form CFSE-373 – Employer's Report will be started and submitted as required within five (5) days of the accident. Stryker will reinstate employees to their same or similar position with equivalent pay, benefits and other employment terms if the employee requests reinstatement within a twelve (12) month period from the date the disability and/or the accident happened and within fifteen (15) days from the date the employee was discharged from medical treatment, at the time of the request, the employee is

mentally and physically able to perform his duties, and the employee's job has not been eliminated at the time of the request. This leave runs concurrently with FMLA. For further information, please contact your HR Representative.

3. **ACAA:** Is a medical leave for employees that have been in a car accident. Stryker will reinstate employees to their same or similar position with equivalent pay, benefits and other employment terms if the employee requests reinstatement within a six (6) month period from the date the disability and/or the accident happened and within fifteen (15) days from the date the employee was discharged from medical treatment, at the time of the request, the employee is mentally and physically able to perform his duties, and the employee's job has not been eliminated at the time of the request. This leave runs concurrently with FMLA. For further information, please contact your HR Representative.
4. **Maternity:** In accordance with local law, Stryker provides paid maternity leave for pregnant employees for the birth of the child. A pregnant employee is generally entitled to eight weeks of maternity leave. The employee must present a medical certificate indicating that she is pregnant and the estimated date of birth. Stryker also provides maternity leave for adopting mothers of pre-school minors or minors having five years of age or less who are not enrolled in school pursuant to local law. In order to enjoy maternity leave, the adopting mother must provide the Company 30-day notice of her intention to adopt a child, use maternity leave, and plans to return to work. Also, the adopting mother must submit evidence crediting the adoption procedures issued by the adequate entity. This leave runs concurrently with FMLA. For further information, please contact your HR Business Partner.
5. **Lactation Accommodation:** A full-time employee who returns from her maternity leave has the right to breastfeed or extract her milk for one hour of each full working day, which may be divided into two thirty (30) minute breaks or three twenty (20) minute breaks. Part-time employees whose workday is longer than four (4) hours will be entitled to a thirty (30) minute break. The breastfeeding entitlement is for a maximum period of one (1) year as of the date on which the employee has returned to work from maternity leave. The employee and her supervisor will agree on the times for these breaks, which ideally should run concurrent with regular break periods. A lactation room is available at Infirmary. The rooms are generally furnished with comfortable chairs, refrigerators reserved specifically for storage, and small sinks for washing. These rooms are for the use of breast-feeding mothers only and should not be accessed by employees for any other purpose. For further information, please contact your HR Business Partner.

6. Sick- Nonexempt regular employees are entitled to accrue sick leave as per local law. Sick leave benefits will be enjoyed and paid based on the regular workday during the months in which the benefits are accrued. Non-Exempt employees accrue one day of sick leave for each month in which they worked at least 115 hours (for a total of 12 days per year).

Non-exempt employees may use accrued sick leave of up to five (5) days to care for immediate family members (parents, sons/daughters, and spouse) who are ill, or to care for elderly, minors, and/or disabled persons who are in the custody of the employee, provided the employee maintains a balance of at least five (5) days of accrued sick leave.

The enjoyment of sick leave cannot be used as an excuse by the employee for lack of compliance with those rules of conduct validly established by Stryker such as, attendance, punctuality, the requirement of medical certificates if the absence exceeds two (2) working days and the requirement of periodic reports on continuation of the illness. Stryker may request medical certifications to be updated in long periods of absence or when a pattern of absence is observed.

7. Catastrophic Illness- Employees who suffer one of the Serious Diseases of Catastrophic Character listed by the Special Coverage of the Health Insurance Administration of Puerto Rico and by any other applicable regulation may be entitled to a Special Leave with pay of up to a maximum of six (6) days per year pursuant to local law.

To be eligible for this Special Leave employees must have worked for the Company for at least twelve (12) months and an average of 130 hours per month. This Special Leave may be used through split, flexible or intermittent schedules. Before requesting this Special Leave, the Employee must exhaust his accrued sick leave.

To request this Special Leave the employee must provide a medical certificate from the health professional offering the medical treatment, certifying that the employee is diagnosed with any of the Serious Diseases of Catastrophic Character and that the employee continues to receive medical treatment for said illness.

Non-Medical Leaves:

1. Special Leave for Employees with Situations of Domestic or Gender Violence, Child Abuse, Sexual Harassment in Employment, Sexual Assault, Lascivious or Stalking Acts in their Serious Modality- A special leave is established for those employees, regardless of whether or not there is a police complaint, when they face or a family member faces any situation of domestic or gender-based violence, child abuse, sexual harassment at work, sexual assault, lewd or acts of stalking in its serious mode.

- Employees may enjoy a Special Leave without pay up to a maximum of fifteen (15) annual working days. The fifteen (15) days granted under the Special Leave must be used in each calendar year and may not be cumulative or transferable to the following calendar year.
 - The employer, at the request of the employee, will allow the use of the fifteen (15) annual days through split, flexible or intermittent hours. The Special License will proceed at the request of the employee. The employee will have discretion to request any other type of leave that can be used for the same purposes to which the employee is entitled, either with or without pay.
2. Personal Leave: a personal leave is used when an employee needs to resolve a personal matter that is not covered under any other leave. This leave is available for short terms or long-term cases. For further information, please contact your HR Representative.
 3. Driver Social Security: Non-exempt employees who are required to use a motor vehicle or forklift are covered by this insurance. Employees who enjoy this leave have the right to be reinstated to their position if they apply for reemployment within one year from the date of commencement of their disability; and within 30 working days from the date they were discharged; and are mentally and physically trained to perform their duties; and the position has not been eliminated. This statutory license is concurrent with FMLA. This is a summary of the Driver Insurance leave, for more information, please contact your Human Resources representative.
 4. Jury Duty Leave: is a leave for employees summoned for jury duty. On days when the case is not in session or physical attendance is not required, the employee is required to report to work. The employee will not be required to work on any day that jury duty time equals or exceeds the number of hours the employee is typically scheduled to work. Employees will receive their full salary for a maximum of 15 days. Employees must provide the subpoena or summons to the HR Department and the Supervisor at least 5 days before the need for the leave. If the employee is required to continue jury duty for more than 15 days, the employee may request to use the accrued vacation balance.
 5. Witness in a Criminal Case Leave: Stryker recognizes the legal obligation of employees to serve as witnesses in a criminal case when they are subpoenaed by a Court. While performing this obligation, as officially requested by Court, the Employee will continue to receive their regular salary. The associate must inform the Supervisor within two days of receipt of the subpoena. After completing the process in Court, the Court shall issue a certificate which clearly states the time the associate had to devote to the hearing, stating days and hours. Upon return to work, the associate must

provide the certification to the Supervisor to complete payroll process. An employee serving as a witness who is excused by Court for the day on or before 12:00 noon, must report to work in the afternoon and vice versa.

6. Special Sports Leave: In accordance with local law, Stryker will provide a sports unpaid leave to all employees that are certified full time athletes by the Olympic Committee of Puerto Rico or certified athlete in full time training; and/or coach certified by the Board for the Development of High Performance Puerto Rican Athletes to participate and represent Puerto Rico in the Olympic Games, Pan American Games, Central American and regional, international or world championships.

This leave provides employees 30 working days per year, up to a maximum of 45 working days per year, if they have other types of leaves such as vacation leave. To be eligible to enjoy a sporting leave, you must submit an official certificate issued by the Puerto Rico Olympic Committee or the Board for the Development of Puerto Rican Athletes High Performance, as applicable. This certification must state that the associate will represent Puerto Rico or as an athlete or coach for one of the aforementioned sports competitions and the specific facts of your participation in the competition.

It is the employee's responsibility to request and apply for leave on a timely basis, to complete and file the proper forms and certifications to protect their leave entitlement, preserve compensation and benefits, and to return to work rights at the conclusion of leave.

Please reach out to a local HR Business Partner for further information or visit our [Intranet](#) site.

Pay Process

Stryker Puerto Rico employees are responsible for accurately recording their hours worked through the local time and attendance system or as designated by their manager. Below we provide key points for managing time, attendance and how pay is impacted:

- Supervisors have the responsibility to explain to Employees what the scheduled work hours are and the specific procedure to record the hours. Compensation for non-exempt employees is paid in quarter-hour increments and authorized overtime will be paid for work done in excess of seven (7) minutes after eight (8) hours per day, or forty (40) hours worked in a pay period.
- Supervisors must approve all hours in the employee's weekly time record. Employees are not authorized to register their entry more than fifteen (15) minutes before their scheduled start time without the Supervisor's approval. Those employees who do so may be subject to corrective action.

- Typically, the normal work week is forty hours: five (5) days of eight (8) hours per day, Monday through Friday. In certain departments, an alternate shift may be different, depending on the business needs. Each non-exempt employee who works a minimum of eight (8) hours in a day must enjoy at least a 30-minute meal period. However, business needs may necessitate a change, or a Supervisor may approve occasional exceptions to this policy.
- Overtime will be paid for all hours worked in excess of forty (40) in one work week according to state and federal law. In Puerto Rico, hours worked do not include vacation time or any other approved leave.
- The pay period is composed of seven (7) calendar days beginning Monday through the following Sunday, paid weekly for non-exempt employees. The pay period for exempt employees is biweekly. When a date scheduled for the payday falls on a weekend or holiday, the Payroll Department will communicate the pay date. Pay slips are available through the designated Time and Attendance System but also will be available at the site Reception.
- Shift differential incentives are available for employees working on 2nd or 3rd shift. For more information, please contact the Payroll Representative.

Please reach out to a local HR Business Partner for further information or visit our [Intranet](#) site.

Call in Pay

At times, employees in Puerto Rico may be called in to work without prior notice and outside of their regular shift work schedule. On those occasions, employees will be paid a minimum of four hours worked (at a base rate) or the total of hours worked if exceed 4 hours. If applicable, overtime pay may be applied according to each situation and according to law.

Christmas Bonus

Stryker Puerto Rico will pay a Christmas Bonus in accordance with the applicable law and its regulations. To be eligible, the employee must meet the requirements established by law, which includes time worked at the company in a defined period. For more information, please contact the Payroll Department or an HR Business Partner.

Benefits & Rewards

Section 5 of the Handbook provides an overview of the benefits and rewards available to US employees. All employees located in Puerto Rico can connect with our HR Administrator.

The actual details of Stryker's Puerto Rico benefit programs are governed by the relevant benefit plan documents, for which links are contained throughout this section. If there is any conflict or inconsistency between a benefit plan document and this Handbook, the relevant benefit plan document controls.

Please reach out to a local HR Business Partner for further information or visit our [Intranet](#) site.

Termination of Employment

Stryker Puerto Rico Puerto Rico is not an employment-at-will jurisdiction. All other guidelines included in this handbook at the time of employment termination are applicable to Puerto Rico employees.

Addendum III

Virginia employees

Virginia Human Rights Act

Stryker does not discriminate against employees or applicants based on pregnancy, childbirth or related medical conditions, including lactation. Stryker may be required to engage in the interactive process and provide a reasonable accommodation to an employee for their limitations based on pregnancy, childbirth or related medical conditions including lactation unless doing so would impose an undue hardship.

Stryker will engage in a timely, good faith interactive process with an employee requesting an accommodation to determine if the requested accommodation is reasonable. If the requested accommodation is not reasonable, Stryker will discuss alternative accommodations that may be provided.

For additional information, please contact myHR Leaves team.



Employee Handbook Receipt

I acknowledge that I have received a copy of the Stryker Employee Handbook for U.S. Employees ("Handbook"), and understand it is my responsibility to review the document in its entirety prior to hire. I agree to abide by the provisions contained in this Handbook, including any future changes made to it by the Company. If there is anything I do not understand, it is my responsibility to request an explanation from my supervisor, manager, or a Human Resources representative.

I understand that the Handbook replaces and supersedes any prior employee handbook that I have received. I understand that the purpose of the Handbook is to familiarize me of the Company's policies and rules, including the 13 Corporate Policies listed below:

- Policy #1: Code of Conduct
- Policy #2: Equal Employment Opportunity/Affirmative Action
- Policy #3: Sexual and Other Unlawful Harassment
- Policy #4: Drug Free Workplace/Prohibited Substances
- Policy #5: On-Label Product Promotion
- Policy #6: Trading in Securities by Company Personnel
- Policy #7: Electronic and Other Business Systems
- Policy #8: Stryker Compliance Program
- Policy #9: Regulatory Affairs and Quality Assurance
- Policy #10: Ethics Hotline
- Policy #11: Employee Privacy Principles
- Policy #12: Improper Payments
- Policy #13: Attendance at Surgery or Other Medical Procedures

I understand that no one is authorized to make changes in the terms of this Handbook, except through written revision authorized by Stryker's VP and Chief Human Resources Officer. Stryker may add, change, or rescind any of the policies, benefits, or practices listed, with or without notice, at the discretion of management.

I further understand that nothing contained in the Handbook constitutes an employment contract between the Company and me. I understand that my employment is at-will, meaning that my employment may be terminated with or without cause and with or without notice by the Company or me.

Employee name (please print) Thadeus Meneses

Employee signature _____ Date _____

An electronic version of the Employee Handbook is available on the Stryker Connect site. For questions, contact your local Human Resources team.