



Building for your future



IMI 401(k) Plan

Summary Plan Description

Introduction to the IMI 401(k) Plan Summary Plan Description

This Summary Plan Description ("SPD") summarizes the provisions of the IMI 401(k) Plan (the "Plan") in effect as of January 1, 2020. The Plan is a defined contribution profit sharing plan with a qualified cash or deferred arrangement (commonly known as a 401(k) plan).

The Plan is sponsored by IMI Americas LLC ("IMI") and has been adopted by a number of its Affiliates. IMI and each Affiliate that has adopted the Plan are referred to in this SPD as a Participating Employer (or Employer).

Please review this SPD carefully as it provides details on a number of Plan provisions, including the points detailed below:

- In order to participate in this Plan you must satisfy the Plan's eligibility requirements.
 - There are different types of contributions you may have deducted from your paychecks and contributed to this Plan:
 - (1) 401(k) contributions:
 - (a) Pre-tax 401(k) contributions (deducted from your paycheck on a pre-tax basis); and
 - (b) Roth 401(k) contributions (deducted from your paycheck on an after-tax basis).
 - (2) Non-Roth after-tax contributions (deducted from your paycheck on an after-tax basis but are NOT eligible to receive Safe Harbor Matching Contributions).
- Please review this SPD carefully to understand the differences between these three types of contributions.
- You may be subject to the Plan's Automatic Enrollment and/or Automatic 401(k) Contribution Increase (Automatic Savings Adjustment) programs, under which certain amounts are automatically deducted from your paychecks and contributed to this Plan as pre-tax 401(k) contributions. You may opt-out of these programs at any time by contacting Schwab Retirement Plan Services ("Schwab"), the Plan Recordkeeper.
 - You are strongly encouraged to consider making 401(k) contributions (either pre-tax or Roth) to this Plan in order to receive the generous Safe Harbor Matching Contributions your Employer makes to the Plan on your behalf: 100% of your 401(k) contributions or, if less, 6% of your Eligible Earnings. If you do not make 401(k) contributions (or if you only make Non-Roth after-tax contributions), you will not receive Safe Harbor Matching Contributions.
 - You have a wide variety of investment options and tools available to help you determine how to invest your Accounts under this Plan. If you are automatically enrolled in the Plan, your Accounts will be invested in the Plan's Qualified Default Investment Alternative, until you make an election to direct your investments among the Plan's core investment funds or a personal brokerage Account option offered under this Plan.
 - Under certain circumstances, you may access funds in your Plan Accounts while you are employed and you may receive a distribution of your Plan Accounts after you terminate employment with your Employer (and all its Affiliates).
 - Please review your Beneficiary designation whenever there is a change in your family situation, such as your marriage or divorce, death of a spouse or named Beneficiary or the birth or adoption of a child. If you are married on the date of your death, your surviving spouse will automatically be the Beneficiary of your Account balances, unless you had designated someone else as your Beneficiary on Schwab's online Beneficiary designation system and you filed that spouse's signed, notarized, "Spousal Consent to Non-Spousal Beneficiary Designation" on the Confirmation of Beneficiary Designation form with Schwab.
 - Additional information about the Plan is also available on the Plan's website: imi-optimize.com





Contacting the Plan Recordkeeper

You may contact Schwab Retirement Plan Services ("Schwab"), the Plan Recordkeeper by:



Internet:

Schwab's website at www.workplace.schwab.com



Telephone:

Schwab's Participant Services Hotline at **1-800-724-7526** (or en Español **1-877-905-2553**)

Call anytime if you want to use the automated telephone system.

Call Monday through Friday from 7:00 a.m. to 11:00 p.m. Eastern Time, other than holidays, to speak with a Schwab Participant Services Associate.

You may contact Schwab if you want to:

- Opt-out of the Plan's Automatic Enrollment program;
- Opt-out of the Plan's Automatic 401(k) Contribution Increase program;
- Enroll in the Plan;
- Start, stop or change the amount of your 401(k) (pre-tax and/or Roth), catch-up and/or Non-Roth after-tax contribution percentages;
- Request investment fund information;
- Opt-out of the Plan's Qualified Default Investment Alternative arrangement and take control of the investment of your Accounts;
- Change investment of current Account balances and future contributions;
- Obtain up-to-date Account information;
- Change your Personal Identification Number (PIN);
- Name a Beneficiary or change your existing Beneficiary designation;
- Request loans/withdrawals/distributions; and
- Access retirement planning tools.

This SPD is intended to help you understand the main features of the Plan. It is not intended to give advice and does not include all Plan details. The Plan has been established under official legal Plan documents. If there are any differences between this SPD or any oral or other descriptions of the contents of this SPD and the official Plan documents, the Plan documents will govern. The Plan documents set forth all of the details and provisions concerning the Plan and are subject to amendment. The Plan Administrator has the authority to interpret this SPD and the Plan documents.

IMI reserves the right to amend, modify or terminate the Plan at any time and for any reason, in whole or in part, at its sole discretion.

Each Participating Employer reserves the right to terminate its participation in the Plan at any time. Your eligibility and participation in the Plan shall not be construed as an employment contract.

If you have any questions about the contents of this SPD or coverage, please contact the Plan Administrator.

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IMI 401(k) Plan

There are many advantages to saving in the Plan. The Plan allows you to make pre-tax 401(k) contributions or after-tax Roth 401(k) contributions. You may also elect to make non-Roth after-tax contributions. In addition, your Participating Employer matches 100% of your 401(k) contributions up to 6% of your Eligible Earnings.



Eligibility and joining the Plan

You may join the Plan if you are a Qualified Employee. You are a "Qualified Employee" if you work for a Participating Employer, are classified by the Participating Employer as a common-law employee (at the time services are performed and ignoring any subsequent retroactive reclassification) and you are not:

- covered by a collective bargaining agreement (unless your participation in the Plan has been bargained for);
- a non-resident alien with no U.S. source income;
- a resident alien who is covered under a retirement plan or scheme maintained by a Participating Employer or one of its Affiliates, under which benefits are based on the period of service during which you would otherwise be considered to be a Qualified Employee;
- a leased employee; or
- an independent contractor.

How to enroll

1 Automatic Enrollment

When you first become a Qualified Employee (or are rehired as a Qualified Employee) after January 1, 2020, you will be automatically enrolled in the Plan – and pre-tax 401(k) contributions equal to 3% of your Eligible Earnings will automatically be deducted from your paycheck – unless you contact Schwab to change the amount of such deductions or make an election not to have 401(k) contributions deducted from your paycheck. (If you were hired (or rehired) prior to January 1, 2020, you may have been automatically enrolled and making automatic pre-tax 401(k) contributions in the Plan under the Plan's automatic enrollment rules in effect on the date of your hire (or rehire) or a special automatic enrollment, that occurred in July 2019). Your pre-tax 401(k) contributions may also be increased each subsequent January 1 under the Plan's Automatic 401(k) Contribution Increase program (described later in this SPD).

If you are a new hire (or a rehire), you will be automatically enrolled in the Plan beginning with the first payroll period that begins after you have completed a 60-day period of service that began on your hire date (or rehire date). This is your "Automatic Enrollment Date".

If you do not contact Schwab before your Automatic Enrollment Date, pre-tax 401(k) contributions equal to 3% of your Eligible Earnings will be deducted from your paycheck, beginning on your Automatic Enrollment Date. This means money will be automatically taken from your pay and contributed to your Plan Account.

Rather than make automatic pre-tax 401(k) contributions, you may contact Schwab to elect to make pre-tax 401(k) contributions in an amount other than 3% of your Eligible Earnings, to make Roth 401(k) contributions, to make Non-Roth after-tax contributions or to elect not to make any 401(k) contributions to this Plan. After your automatic pre-tax 401(k) contributions have begun, you may contact Schwab to change the amount of future pre-tax 401(k) contributions (or stop them). You may contact Schwab (1) on the internet (by logging on to the Schwab website at www.workplace.schwab.com) or (2) by telephone (by calling Schwab at **1-800-724-7526** (or en Español **1-877-905-2553**)).

Automatic Enrollment only applies to your pre-tax 401(k) contributions. If you want to make Roth 401(k) contributions, catch-up contributions, and/or Non-Roth after-tax contributions, you must contact Schwab to affirmatively make these elections.

2 Regular Enrollment

You may enroll in the Plan at any time (even before your Automatic Enrollment Date) but you must be employed as a Qualified Employee on the date you enroll in the Plan. You may enroll in the Plan (1) on the internet (by logging on to the Schwab website at www.workplace.schwab.com) or (2) by telephone (by calling Schwab at **1-800-724-7526** (or en Español **1-877-905-2553**)).

Confirmation of your election is posted on the website and, if you request a copy by mail or your election is made by telephone, a confirmation of your election will be mailed to you.

Your contributions will begin as soon as administratively practicable after your complete and accurate election is received and processed – generally as of the first day of the next payroll period.

You are responsible for ensuring that contributions deducted from your paychecks are accurate – if you notice that the election you submitted is not processed as you requested (either too much or too little is being deducted from your paycheck), you must notify your Participating Employer's Human Resources Department and Schwab immediately because no retroactive adjustments will be made.



CONTACT SCHWAB

If you do not want to be automatically enrolled in the Plan you must contact Schwab before your Automatic Enrollment Date.



Plan contributions

Your 401(k) contributions (pre-tax or Roth)

Your pre-tax 401(k) contributions

You may choose how much you want to save in the Plan. If you are automatically enrolled in the Plan (as described in the previous section) you will make pre-tax 401(k) contributions equal to 3% of your Eligible Earnings – or, as noted later in this SPD, at a higher percentage under the Plan's Automatic 401(k) Contribution Increase (Automatic Savings Adjustment) program – until you contact Schwab to stop these contributions or change the amount.

Otherwise, you may generally make pre-tax 401(k) contributions to the Plan from 1% to 75% of your Eligible Earnings. Contributions must be made in multiples of 1% and will be deducted from each paycheck.

Your pre-tax 401(k) contributions reduce your taxable income. You pay no Federal and, generally, no state or local, income taxes until you take the money out of your Account. You pay Social Security employment tax ("FICA") when the contributions are deducted from your pay. Depending on your income level, you may be eligible for a special Federal income tax credit by contributing to this Plan (see the "Saver's Credit" described in the Federal Tax Consequences section of this SPD).

Your net take-home pay will be higher if you save on a pre-tax basis under this Plan, rather than saving this same amount from your after-tax income. In addition, by saving on a pre-tax basis under this Plan, you:

- receive Employer Safe Harbor Matching Contributions; and
- defer taxes on the contributions – and the investment earnings credited to your contributions – until you receive a distribution from the Plan.





Your Roth 401(k) contributions

In addition to, or instead of, making pre-tax 401(k) contributions, you may make an irrevocable election to designate all or a portion of your payroll deduction as Roth 401(k) contributions. If you designate a contribution as a Roth 401(k) contribution that designation cannot be changed. A Roth 401(k) contribution is a 401(k) contribution that is made on an after-tax basis, which means taxes are deducted before the contribution is deducted from your paycheck. Roth 401(k) contributions grow tax-free and the contributions and related earnings, if any, are not taxed when you receive a "qualified distribution" from the Plan. For a Roth distribution to be a "qualified distribution", it must be:

- 1** **made after a five-taxable year period of participation is completed (this period begins on the first day of the first taxable year in which you make a designated Roth 401(k) contribution under the Plan); and**
- 2** **made on or after the date you attain age 59½, made to your Beneficiary or estate on or after your death, or attributable to your becoming Disabled.**

You may generally make Roth 401(k) contributions to the Plan from 1% to 75% of your Eligible Earnings. Roth 401(k) contributions must be made in multiples of 1% and will be deducted from each paycheck. Roth 401(k) contributions are subject to the same annual Internal Revenue Service (IRS) limits as pre-tax 401(k) contributions (there is a \$19,500 combined limit on pre-tax 401(k) contributions and Roth 401(k) contributions in 2020). It is important that you consider your personal financial and tax situation to decide whether to make pre-tax or Roth (after-tax) 401(k) contributions under this Plan. You are encouraged to consult with your personal financial or tax advisor before deciding whether to make pre-tax 401(k) contributions or Roth 401(k) contributions.

Automatic Enrollment

If you are automatically enrolled in the Plan your contributions will be made as pre-tax 401(k) contributions and not Roth 401(k) contributions. If you want to make Roth 401(k) contributions you must contact Schwab and make an affirmative election. As noted later, if you are automatically enrolled in the Plan, your Accounts will be invested under the Managed Account Service until you make an affirmative election to invest your Accounts in the Plan's core investment funds and/or a PCRA.

Automatic pre-tax 401(k) Contribution Increase (Automatic Savings Adjustment)

If you are making pre-tax 401(k) contributions of at least 1% as of December 31 each year, then you are deemed to have elected to increase your pre-tax 401(k) contribution rate by 1% beginning on January 1 of the next year, until you have reached a maximum of 10%. For example, if you are making pre-tax 401(k) contributions of 3% as of December 31, 2019, your pre-tax 401(k) contributions will be 4% of your Eligible Earnings as of January 1, 2020. You may opt-out of the Automatic Savings Adjustment program at any time by contacting Schwab.

If you are only making Roth 401(k) contributions (or Non-Roth after-tax contributions) on December 31 of each year, your 401(k) contribution rate will not be automatically increased on January 1 of the next year under the Automatic 401(k) Contribution Increase program as this program only applies to pre-tax 401(k) contributions.

Catch-up contributions – participants who are at least age 50

If you are at least age 50 (or you will reach age 50 anytime during the calendar year) you are eligible to make additional 401(k) contributions to the Plan for that entire year. These are referred to as "catch-up contributions." Catch-up contributions allow you to make additional 401(k) contributions that exceed the Plan's limit on 401(k) contributions (75% of Eligible Earnings in 2020), the Federal legal limit on 401(k) contributions combined for (pre-tax and Roth) that you may make to this Plan and other 401(k) plans (this limit, \$19,500 in 2020, is described in the "Contribution limits" section on page 17 of this SPD) and certain limits on contributions that may apply to highly compensated employees. Catch-up

contributions for any calendar year cannot exceed the maximum limit allowed under Federal law. In 2020, this limit is \$6,500.

Under IRS rules, whether contributions that you make are categorized as catch-up contributions cannot be finalized until the end of the year. Amounts you contribute to the Plan that are not determined to be catch-up contributions will be reclassified as regular 401(k) contributions. You must make a separate election to make catch-up contributions. To make this election or for more information, see the Schwab website at workplace.schwab.com or call Schwab's Participant Services Hotline at **1-800-724-7526** (or en Español **1-877-905-2553**).

Retirement Plan savings under the IMI 401(k) Plan compared to personal savings outside the Plan

	Pre-tax 401(k) contributions to the IMI 401(k) Plan	After-tax Roth 401(k) contributions to the IMI 401(k) Plan	Personal savings (no contributions to the IMI 401(k) Plan)
Annual Eligible Earnings	\$42,000	\$42,000	\$42,000
401(k) contribution rate	6%	6%	0%
Annual 401(k) contributions to the IMI 401(k) Plan	\$2,520	\$2,520	\$0
Taxable income	\$39,480	\$42,000	\$42,000
Safe Harbor Matching Contributions	\$2,520	\$2,520	\$0
Personal savings	\$0	\$0	\$2,520
Total savings for retirement	\$5,040	\$5,040	\$2,520
Subject to income taxes when distributed?	Yes	No <i>If a qualified distribution</i>	No

Your Non-Roth after-tax contributions

In addition to making 401(k) contributions (pre-tax and/or Roth), you may have more contributions deducted from your paychecks on an after-tax basis. You may generally make Non-Roth after-tax contributions to the Plan from 1% to 75% of your Eligible Earnings. Non-Roth after-tax contributions must be made in multiples of 1% and will be deducted from each paycheck.

Non-Roth after-tax contributions:

- are **not** eligible for Safe Harbor Matching Contributions (or any other type of Employer matching contribution);
- are **not** subject to the annual 401(k) contribution limit (\$19,500 in 2020);

- **are** subject to an annual IRS required additions limit (described in the "Contributions limits" section of this SPD); and
- **are** subject to an annual IRS required "non-discrimination test" that may limit the amount of after-tax contributions certain highly compensated employees may make under the Plan (the Plan Administrator will notify you if you are subject to these limits or excess after-tax contributions you made to the Plan must be returned to you).

It is important that you consider your personal financial and tax situation to decide whether to make Non-Roth after-tax contributions under this Plan. You are encouraged to consult with your personal financial or tax advisor before deciding whether to make Non-Roth after-tax contributions.

A total savings strategy

401(k) contributions and in-plan Roth rollovers can work hand-in-hand as a strategy to maximize savings and provide additional tax-free income in retirement. Here's a hypothetical example to illustrate how to potentially implement this strategy.¹

Let's assume:

- Your annual salary is \$100,000.
- You're under age 50 (so not eligible to make catch-up contributions) and the applicable combined limit for pre-tax and Roth 401(k) contributions is \$19,500.
- The Company matches your 401(k) contributions at a rate of 100 of the first 6% of eligible pay you contribute as Safe Harbor Matching Contributions.

1

Contribute up to the IRS limit for pre-tax and Roth 401(k) contributions

Since Non-Roth after-tax contributions are not eligible for Safe Harbor Matching Contributions, to maximize the contributions to your Plan account, you are encouraged to first contribute up to the IRS maximum of \$19,500² for pre-tax and/or Roth 401(k) contributions to receive the maximum Company match.

2

Save more by making Non-Roth after-tax contributions

Next, you can save even more by making Non-Roth after-tax contributions up to the IRS annual additions limit (which is \$57,000 in 2020).

Maximum pre-tax and/or Roth 401(k) contributions	\$19,500
Company matching contribution	\$6,000
Total	\$25,500

Annual additions limit	\$57,000
Less total employee and employer contributions above	-\$25,500
Additional savings available through Non-Roth after-tax contributions	\$31,500

3

Convert Non-Roth after-tax to Roth

Finally, you can convert your Non-Roth after-tax contributions to Roth via an in-plan Roth rollover so that any earnings on the converted amount may be withdrawn tax-free if certain conditions are met.³

Since each individual's tax situation is different, take the time to consider all of the facts and consult your tax advisor, CPA, financial planner, or investment manager to discuss your situation before initiating an in-plan Roth rollover.

¹ Example is for illustrative purposes only.

² This limit would be increased to \$26,000 in 2020 if you are eligible to make catch-up contributions because you are at least age 50 in 2020.

³ If you are at least age 50, this annual additions limit is \$63,500 in 2020. Also, excess Non-Roth after-tax contributions may also be distributed to you as required by IRS annual non-discrimination testing.

Compare your contribution options

Explore this snapshot of the differences between pre-tax 401(k) contributions, Roth 401(k) contributions and Non-Roth after-tax contributions. Each offers unique potential benefits and tax implications.

	Pre-tax 401(k)	Roth 401(k)	Non-Roth after-tax
Key considerations	Appropriate for those expecting to be in a lower tax bracket at time of distribution.	May be beneficial for those expecting to be in a higher tax bracket at time of distribution.	You are required to pay taxes on any earnings on your contributions upon distribution.
Tax implications	Taxes on contributions are deferred. Provides immediate tax benefits. Taxes are paid at distribution.	Contributions are made on an after-tax basis, and earnings may grow tax-free. No immediate tax benefit. No taxes owed at distribution if certain conditions are met. ¹	Contributions are made on an after-tax basis and may grow tax-free. Earnings are taxed upon distribution.
Mandatory distributions at age 70	Generally, distributions must begin no later than April 1 following the year you reach age 70½ or the year you terminate employment, whichever is later. ²	Generally, distributions must begin no later than April 1 following the year you reach age 70½ or the year you terminate employment, whichever is later. ² Roth 401(k) sources can be rolled into a Roth IRA, which has no mandatory distribution requirement. ³	Generally, distributions must begin no later than April 1 following the year you reach age 70½ or the year you terminate employment, whichever is later. ²
Withdrawals before termination of employment	Yes, after 59½, for financial hardship, disability, or a loan. ⁴	Yes, after age 59½, for financial hardship, disability, or a loan. ⁴	Yes, available at any time. ⁴
Key takeaway	May provide immediate tax benefits.	May provide future tax benefits.	May provide future tax benefits.

¹ Earnings on Roth 401(k) contributions are eligible for tax-free treatment as long as the distribution occurs at least five years after the year you made your first Roth 401(k) contribution and you have reached age 59½, have become disabled, or have died.

² Other restrictions may apply.

³ When a participant rolls over a balance to a new Roth IRA, the five-year qualification period may start over. This may impact the rollover decision. If the participant has an established Roth IRA, then the qualification period is calculated from the initial deposit into the IRA, and the rollover will be eligible for tax-free withdrawals when that five-year period has ended (and the age qualifier has been met).

⁴ Withdrawals may be subject to income tax and/or early distribution penalties.

Need assistance? Schwab Retirement Plan Services can help

If you have questions about your Plan's contribution choices, connect with a Participant Services Representative at **1-800-724-7526** (en Español at **1-877-905-2553**), from 7 a.m. to 11 p.m. ET, Monday through Friday. You may also log in to imi-optimize.com for more information.

How does the Plan define Eligible Earnings?

Eligible Earnings are used to determine the amount of contributions to the Plan made by you and your Participating Employer. Eligible Earnings are the total amount reported as **wages, tips, and other compensation in Box 1 of your Form W-2** by your Participating Employer for the portion of the Plan Year during which you are eligible to participate in the Plan as an active Participant. This means that when you terminate employment with your Employer, amounts paid to you after your last regular paycheck are not considered Eligible Earnings under this Plan.

Eligible Earnings do **not** include: payments from any long-term incentive plan, non-cash compensation, expense reimbursements, fringe benefits (such as automobile allowances, cost of living allowance, housing allowances, disturbance or mobility allowances, merchandise discounts and gift certificates), moving and relocation expenses, expatriate allowances, severance payments, salary continuation payments,

sick payments paid by a third-party payer, state disability payments, imputed income with respect to group term life insurance coverage and domestic partner benefits, amounts realized by the exercise of stock options, any amounts realized by vesting of restricted stock and performance stock, tuition reimbursements, executive financial planning reimbursements and payments you receive from any non-qualified retirement plan.

Your Eligible Earnings are determined by **adding back** contributions you made to a flexible benefits plan (or cafeteria plan), a qualified transportation plan and 401(k) contributions to this Plan.

The maximum amount of Eligible Earnings that may be taken into account for any purpose under the Plan for a given Plan Year is limited by law to \$285,000 for 2020 (the IRS adjusts the limit from time to time to reflect increases in the cost of living).

Changing 401(k) contributions

You may increase or decrease the percentage rate of your 401(k) contributions and Non-Roth after-tax contributions at any time. You may make these changes on the Schwab website at www.workplace.schwab.com or by calling Schwab's Participant Services Hotline at **1-800-724-7526** (or en Español **1-877-905-2553**). The change will be effective as soon as administratively possible – normally the first day of the next payroll period.

You may discontinue 401(k) contributions and Non-Roth after-tax contributions at any time on the Schwab (on the Schwab website or by telephone). The contributions will stop as soon as administratively possible.

If you stop 401(k) contributions and/or Non-Roth after-tax contributions they will not begin again unless you contact Schwab (on the website or by telephone) and elect to start making these contributions again.

In-Plan Roth Transfer option

A Participant (or a Participant's former spouse who has a Plan Account as the Beneficiary for a deceased Participant or as an alternate payee under a qualified domestic relations order) may make an irrevocable election to transfer (or convert) existing vested non-Roth Account balances under this Plan to a Roth Account under the Plan. If you choose to transfer a non-Roth Account balance to a Roth Account, you will pay taxes on the amount transferred (other than any regular after-tax contributions (if any) included in the transfer), but a Roth Account will give you the opportunity for tax-free earnings under the Plan in the future. Because you will owe taxes on the amount transferred, in the year of the transfer, you must have

other financial resources to pay these taxes. You might also need to increase your tax withholdings from other sources or make estimated tax payments to avoid an underpayment tax penalty. You may want to consult with your personal tax advisor before you make an irrevocable election to transfer any portion of your Account to a Roth Account. Please note that transferred amounts remain subject to all distribution restrictions that applied to those contributions and earnings before the In-Plan Roth Transfer. Please contact Schwab for more information about the In-Plan Roth Transfer option and review the materials Schwab provides you with this option carefully.



Matching contributions

Your Employer adds to your savings by matching 100% of your 401(k) contributions (pre-tax and/or Roth) for each payroll period or, if less, 6% of your Eligible Earnings for that payroll period.

These are referred to as "Safe Harbor Matching Contributions". You are immediately vested in these Safe Harbor Matching Contributions. Along with your 401(k) contributions, Safe Harbor Matching Contributions are contributed to your Account as soon as administratively possible after the end of each payroll period.

True-up contributions

The Plan also has a "true-up" provision. This means that your Safe Harbor Matching Contributions are re-determined as of the last day of the Plan Year (December 31) based on your 401(k) contributions (pre-tax and/or Roth) and Eligible Earnings through the end of such Plan Year.

Please remember that the Safe Harbor Matching Contributions are only made on 401(k) contributions (pre-tax and/or Roth) and are not made with respect to Non-Roth after-tax contributions. Thus, you are strongly encouraged to make enough pre-tax 401(k)

contributions and/or Roth 401(k) contributions to receive the maximum Safe Harbor Matching Contributions for the year before making any Non-Roth after-tax contributions.

Because of this true-up feature, you will not necessarily lose the opportunity to receive Safe Harbor Matching Contributions during the period you are not making 401(k) contributions. For example, you may receive a "true-up" Safe Harbor Matching Contribution as of the end of a Plan Year if you:

- (1) stop making or change the amount of 401(k) contributions anytime during a year; or
- (2) are required to stop making 401(k) contributions during a year because you have contributed the maximum amount of deferrals allowed for the Plan Year. For 2020, this would be \$19,500 (or \$26,000 if you are at least age 50); or
- (3) you have reached the annual additions limit for the year based on a combination of your 401(k) contributions, Non-Roth after-tax contributions and Safe Harbor Matching Contributions. For 2020, this would be \$57,000 (or \$63,500 if you are at least age 50).

Safe Harbor Matching Contributions based on monthly 401(k) contributions (pre-tax or Roth) to the IMI 401(k) Plan

(This example is based on \$42,000 annual Eligible Earnings)

Annual Eligible Earnings	\$42,000	\$42,000	\$42,000	\$42,000
401(k) contribution rate (pre-tax or after-tax Roth)	2%	4%	6%	8%
Monthly 401(k) contribution	\$70	\$140	\$210	\$280
Monthly Employer's Safe Harbor Matching Contribution	\$70	\$140	\$210	\$210
Total monthly contributions credited to your Account	\$140	\$280	\$420	\$490
Total annual contributions (401(k) + Safe Harbor Matching Contributions) credited to your Account	\$1,680	\$3,360	\$5,040	\$5,880

Discretionary Profit Sharing Contributions

At its sole discretion, your Participating Employer may decide to make a Profit Sharing Contribution to the Plan on your behalf for a particular Plan Year (subject to the annual IRS additions contribution limit). In addition to being a Qualified Employee, to receive a Profit Sharing Contribution for a particular Plan Year you must have received Eligible Earnings for that Plan Year and either:

- 1** be employed with the Participating Employer or an Affiliate on December 31 of such Plan Year; or
- 2** have terminated employment during such Plan Year on or after you attained age 65, on account of your death or on account of your becoming Disabled.

Rollover contributions

You may be eligible to roll over part or all of a distribution you received from another employer's qualified plan, an annuity contract or annuity plan under section 403(b) of the Internal Revenue Code, certain governmental plans under section 457 of the Internal Revenue Code or an Individual Retirement Account (IRA) to the Plan. You may roll over pre-tax amounts and/or Roth after-tax amounts. The rollover must satisfy certain conditions. Please contact Schwab prior to initiating a roll over from a previous plan.

Contribution limits

Federal law limits how much you may save in the Plan. First, the total amount of 401(k) contributions (pre-tax and Roth, combined) you may make to this Plan – and all other 401(k) plans, simplified employee pension plans and 403(b) plans in which you participate – may not exceed an annual amount that changes each year based on the cost of living. For 2020, this amount is \$19,500 (or up to \$26,000 if you are eligible to make catch-up contributions).

Second, under the “annual additions” rules, there are limits on how much you and your Participating Employer may contribute to this Plan and to any other tax-qualified defined contribution plan maintained by any Affiliate. In 2020, total contributions to all your Accounts under this Plan for a Plan Year may not be more than \$57,000 (or up to \$63,500 if you are eligible to make catch-up contributions because you have attained age 50 in 2020) or 100% of your W-2 pay for the year, whichever is less.

The Federal legal limits on contributions described in this SPD apply in 2020 – the IRS may adjust these limits in future years.

A photograph of two men in a factory or industrial setting. They are both wearing safety glasses and high-visibility yellow vests over light-colored shirts. The man in the foreground is pointing towards the right side of the frame. The background shows industrial equipment and a large, open space.

If you are covered by a collective bargaining agreement, you will be entitled to Participating Employer Profit Sharing Contributions only if and to the extent provided in the collective bargaining agreement.



Investment of your Accounts

The amounts contributed by you or on your behalf will be credited to your Accounts under the Plan. These Accounts will be held and invested by the Trustee. Your Account is a record of your share of the trust to which the contributions are made. The balance in your Account will increase whenever a contribution is made to the trust for you and whenever your share of the trust investments increases in value.

As of the close of each business day, the Trustee determines the fair market value of each investment fund and adjusts all the separate Accounts to reflect any increase or decrease in the fair market values of their shares of the fund. If the value of the investment funds in which your Account balance is invested increases, your Account balance will grow.

On the other hand, if the value of these investment funds decreases, your Account balance will decline. The balance in your Account will decrease whenever you receive an in-service withdrawal or distribution from the trust and whenever your share of the trust investments declines in value.

The IMI 401(k) Plan offers you a range of investment options and tools to help you decide how to invest your Plan Accounts:

- **Core investment funds available under the Plan**
- **Schwab Personal Choice Retirement Account (PCRA)** – A self-directed brokerage account
- **Managed Account Service** – This is the Plan's "qualified default investment alternative" ("QDIA"). Your Accounts will be invested in this QDIA unless you have elected to manage your Accounts investments. For example, if you are automatically enrolled in the Plan, your Accounts will be invested under the Managed Account Service until you make an affirmative election to invest your Accounts in the Plan's core investment funds and/or a Personal Choice Retirement Account (PCRA). The Managed Account Service includes a managed account service provided by Morningstar Associates, LLC ("Morningstar"), a registered investment advisor. Morningstar will review your personal information (for example, your date of birth, salary, retirement plan accounts, gender, state of residence and desired retirement age) and develop an investment portfolio that includes the Plan's 22 index, mutual or bank savings core investment funds. Morningstar will also rebalance the investment mix every three months. You may opt-out of this QDIA at any time by contacting Schwab and electing to manage your investments in the core investment funds and/or a PCRA.



INVESTMENT MATERIALS

You will receive a variety of investment materials from Schwab. Please review all these materials very carefully before making decisions on the investment of your Plan Accounts.



Please remember that unless you are invested in the QDIA, you have the entire responsibility for investing your Accounts among the Plan's core investment funds or PCRA.

IMI, the Participating Employers, the IMI 401(k) Retirement Plan Committee, the Plan Administrator, the Trustee and the Plan Recordkeeper cannot - and will not - do it for you. The Plan is intended to be a plan described in section 404(c) of ERISA and Title 29 of the Code of Federal Regulations, section 2550.404c 1. As a result, Plan fiduciaries may be relieved of liability for losses that are the direct and necessary result of your investment directions. You are solely responsible for any actions taken by any person to whom you have given permission or authority to act as your agent under the Plan (for example, if you share your PIN with another person who makes investment election changes to your Plan Accounts).

Fees and expenses

The direct charges and expenses arising out of the purchase or sale of securities by the Trustee or investment fund managers, taxes levied on or measured by such transactions, and the investment managers' fees are generally charged against the particular fund to which they relate. Investment funds that are mutual funds have similar expenses, which are deducted from the mutual fund before the fund's net earnings are calculated. Plan income not received directly from investment funds may be used to pay Plan administrative expenses. In addition, Plan administrative expenses (for example, the Trustee's fees and accounting, legal, investment, management, clerical and other services) will be charged against and paid out of the Trust unless the Participating Employers elect to pay them. The Plan Administrator may charge any Plan administrative expenses to Accounts in proportion to the value of each Account on the date the charge is made (although the Plan Administrator may impose a per capita charge, which may vary depending on Account value, to pay any recordkeeper and Trustee fees).

These charges against the Trust will be shown on your quarterly statements.

There are also fees charged to your Account if you are invested in the QDIA (in 2020 there is a 0.25% Managed Account Service fee).

Quarterly statements

Each quarter, Schwab will mail you a statement of your Plan Accounts. This statement will show the balance of your Accounts, including all investment gains and losses. Your Account balances will also be affected by fees associated with administering your Account. Quarterly statements are generally mailed 15 days after each March 31, June 31, September 31 and December 31. If you would prefer to receive your statements electronically, by email, you may elect this change (1) on the internet (by logging on to the Schwab website at www.workplace.schwab.com) or (2) by calling Schwab at **1-800-724-7526** (or en Español **1-877-905-2553**).



Making changes

The Plan is flexible, allowing you to make the following changes to your Account at any time.

Stop or change
the amount of automatic
pre-tax 401(k) contributions

Change investment
fund options

Elect to make pre-tax 401(k),
Roth 401(k) or Non-Roth
after-tax contributions, stop or
change these contributions

Contact Schwab on the internet

by logging on to the Schwab website at www.workplace.schwab.com

Contact Schwab by telephone

by calling Schwab at **1-800-724-7526** (or en Español **877-905-2553**)

The change goes into effect
as soon as administratively
practicable – normally the first
day of the next payroll period.

The change generally goes
into effect the same business
day if called in by 4:00p.m.
Eastern Time.

The change goes into effect
as soon as administratively
practicable – normally the first
day of the next payroll period.





Your Accounts - owning your Accounts

The Accounts you have under the Plan depend on the types of contributions you make and receive from your Employer. Contributions (and related investment earnings) are credited to the Accounts noted below.

Type of Contribution	Name of Account
Pre-tax 401(k) contributions	Employee Pre-Tax 401(k)
Roth 401(k) contributions	Employee Roth 401(k)
Pre-tax catch-up contributions	Employee Catch-Up
Roth catch-up contributions	Employee Catch-Up Roth 401(k)
Rollover contributions	Rollover
Roth rollover contributions	Employee Roth Rollover 401(k)
Safe Harbor Matching Contributions	Safe Harbor Match
Profit Sharing Contributions	Employer Discretionary
Non-Roth after-tax contributions	Employee After-Tax Contributions

You always have a fully vested, non-forfeitable interest in your Accounts listed above, except that the Employer Discretionary Account is subject to a vesting schedule. You will be 100% vested in the Employer Discretionary Account (if any discretionary Profit Sharing Contributions were made on your behalf) if you die, become Disabled or attain age 65 while employed by the Participating Employer or an Affiliate.

Otherwise, your Employer Discretionary Account will vest on the basis of the following schedule:

Vesting Service	Vested Interest
Less than 2 years	0%
2 years	50%
3 or more years	100%

Your Vesting Service is generally the length of your employment with the Participating Employer (and any Affiliate), from your first day of work to your date of termination.

There are two special rules, however, that may apply in determining the end of the period of your Vesting Service. First, if you are absent from active service (with or without pay), your Vesting Service will stop on the first anniversary of your absence, even if you are still employed with the Participating Employer (or an Affiliate). Second, if your employment with the Participating Employer (or an Affiliate) is terminated and you are re-employed by the Participating Employer (or an Affiliate) within 12 months, then the period of absence will count as Vesting Service. (If you terminate employment during an absence from active service, the 12-month period is measured from the date you were first absent from service).

In addition to the Accounts described above, you might have additional sub-accounts if you were a participant in a plan that merged into this Plan.



Receiving your money

If you need some or all of the funds in your Accounts, there are ways you can take them out. Remember, however, the Plan is designed for long-term retirement savings.

You may borrow from your Accounts through the loan feature. Also, under limited circumstances, the Plan allows for in-service withdrawals while you are still employed. Distributions are amounts paid from the Plan when you are no longer an employee of your Participating Employer or another Affiliate.

Loans are not taxed if you pay them back in accordance with the terms of the loan. A distribution or in-service withdrawal from the Plan is generally subject to Federal and state income taxes at the time of the distribution or withdrawal. You should consult with your tax advisor in connection with any withdrawal or distribution. Each form of receiving your money is described in this section.

Plan loans

The Plan lets you borrow from your vested Account balances while you are still working for your Participating Employer or another Affiliate. Federal income tax laws require that you must pay the money back to your Accounts.

- You may request a loan for any reason. All loans are administered by Schwab.
- To request the loan contact Schwab
 - (1) on the internet (by logging on to the Schwab website at www.workplace.schwab.com) or
 - (2) by telephone (by calling Schwab at **1-800-724-7526** (or en Español **1-877-905-2553**)).
- Loans cannot exceed the lesser of: 50% of your total vested Account balance or \$50,000, less your highest outstanding loan balance during the previous 12 months.
- The minimum loan is \$1,000. You must have at least \$2,000 in your vested Account balance to be eligible for a loan.
- The maturity date for your loan may not exceed five years unless you are using the loan proceeds to purchase your principal residence (in which case, the maturity date may be up to 15 years).
- You may have only two outstanding loans at any time.
- Loan amounts will be taken on a pro-rata basis from the investment fund or funds in which your Accounts are invested.
- Check and loan confirmation paperwork will be mailed, under separate cover, to your home address within three to four business days of the loan origination. Rather than receive a check by mail, you may request that loan proceeds be sent to you electronically.
- You repay your loan in equal installments through automatic payroll deductions. Payments will be deducted from your paycheck, and will be transferred into your Plan Account and credited pro rata to your Accounts from which the loan proceeds were originally charged.
- You pay interest on your loan to your Plan Account. The interest rate charged for the length of the loan is fixed at the time of the loan and is based on the prime interest rate (as stated in the Wall Street Journal, determined by the Federal Reserve) plus 1%.
- You may pay your outstanding loan balance in full at any time. Partial pre-payments are not permitted.
- Loans are not taxed when you receive the money. However, you pay the money back with after-tax dollars.



Loan defaults

If you default on your loan, the entire balance of the loan will be reported to the IRS as a taxable distribution. You will have to pay any taxes and penalties due on the distribution.

- **Active employees** — You will default on your loan if you miss any loan payment and do not make up the missed payment by the last day of the calendar quarter immediately following the calendar quarter during which your missed payment was due. You will not be eligible for another loan if you default on a loan until you repay the defaulted loan balance, plus interest, in a single lump sum payment.
- **Former employees** — You will default on your loan when you terminate your employment unless you repay the full outstanding balance of the loan on or before the last day of the calendar quarter immediately following the calendar quarter during which your employment with your Participating Employer and all Affiliates ends.

Tax consequences of Plan loan defaults

If you default on your loan, the entire outstanding balance of the loan will be reported to the IRS as a distribution. You will have to include the loan amount in your income for Federal and state income tax purposes for the year in which the default occurs. You may also have to pay a 10% early distribution tax penalty.

Active employees

If your loan default occurs prior to your termination of employment because you miss a loan payment and do not make up the payment by the last day of the calendar quarter immediately following the calendar quarter during which your missed payment was due, the outstanding loan balance will become a taxable distribution and it is not eligible for rollover. The outstanding loan balance will continue to be shown as an asset in your Account and will be reflected on your Account statement until you have a distributable event such as disability or termination of employment.

If one of these events later occurs and your loan has not been repaid in full, the loan will be cancelled and removed from your Account. You could repay the amount of the loan even after the default (in order to restore the value of your Account), but the repayment will not prevent the tax and penalty. The only way to avoid the income tax and penalty while continuing your employment with your Participating Employer or an Affiliate is to keep your loan payments current.

Former employees

If your loan default occurs because of your termination of employment with your Participating Employer and all other Affiliates, the outstanding balance will become a taxable distribution to you unless you elect to repay the outstanding balance by the last day of the calendar quarter immediately following the calendar quarter during which you terminated employment. If not repaid, the outstanding balance will be cancelled and removed from your Account. You can treat the amount of the loan distribution as an eligible rollover distribution whether or not you receive an actual distribution from your Account. You can roll the amount of the loan distribution to another eligible retirement plan (including an IRA) by depositing money you obtain from some other source within 60 days. Making such a rollover deposit in the full amount of the defaulted loan will avoid both the income tax and any early distribution penalty.

Special rules on loan repayments apply to employees who are on military leave or medical leave of absence. Contact your Participating Employer for information on these special rules.



In-Service withdrawals

Taking money out of the Plan while you are still employed with your Participating Employer or another Affiliate is called an "in-service withdrawal".

1 Rollover, Roth Rollover and Employee After-Tax Contributions Accounts.

You may withdraw money from your Rollover Account, Roth Rollover Account, and Employee After-Tax Contributions Account at any time and for any reason.

2 Disability

If you are Disabled, you may receive an in-service withdrawal from your Employee Pre-tax 401(k) and Employee Roth 401(k) Accounts.

3 Age 59½

If you have attained age 59½, you may receive an in-service withdrawal from your Employee Pre-tax 401(k), Employee Roth 401(k) and Safe Harbor Match Account, the vested portion of any other matching contribution sub-accounts from merged plans (if any) and the vested portion of your Employer Discretionary Account (including employer non-elective contribution sub-accounts from merged plans (if any)) for any reason.

4 Financial hardship

If you are under age 59½, you may receive an in-service withdrawal of your Pre-tax 401(k), Employee Roth 401(k) and Safe Harbor Match Accounts, the vested portion of any matching contribution sub-accounts from merged plans (if any) and the vested portion of your Employer Discretionary Account (including employer non-elective contribution sub-accounts from merged plans (if any)) only for a financial hardship. You may not receive a hardship withdrawal from your Safe Harbor Match Account.

Financial hardship withdrawals will be approved only if the funds will be used to:

- pay unreimbursed medical expenses for you, your spouse, or dependents, or your primary Beneficiary*, that are deductible under section 213(d) of the Internal Revenue Code (determined without regard to whether the expenses exceed 7.5% of your adjusted gross income);
- purchase your primary residence (excluding mortgage payments);
- pay tuition, educational fees and room and board expenses for the 12 months of

post-secondary education for you, your spouse, or dependents or your primary Beneficiary*;

- prevent foreclosure on or eviction from your primary residence;
- pay for burial or funeral expenses for your deceased parent, spouse, child, dependent, or your primary Beneficiary*; or
- pay expenses for the repair for damage to your principal residence that would qualify as a casualty deduction under section 165 of the Internal Revenue Code (including due to a federally declared FEMA disaster).

You may make a financial hardship withdrawal only if:

- the amount of the withdrawal does not exceed the amount you need for one of the reasons described above;
- you have provided the required certification to the Plan regarding your hardship withdrawal request; and
- the Plan Administrator determines you have satisfied the requirements for a financial hardship withdrawal.

5 Norgren Plan and Other Merged Plans

If you were a participant in the Norgren Plan (or another plan that merged into this Plan, such as the Bimba 401(k) Plan) and had an after-tax Account in the Norgren Plan (or other merged plan) then you may withdraw all or any part of the balance of the after-tax sub-account while you are still employed with the Participating Employer or another Affiliate. Contact Schwab if you have any questions about a sub-account.

If you want to request an in-service withdrawal, contact Schwab (1) on the internet (by logging on to the Schwab website at www.workplace.schwab.com) or (2) by telephone (by calling Schwab at **1-800-724-7526** (or en Español **1-877-905-2553**)).

*Your "primary Beneficiary" for the purposes of hardship withdrawals means an individual you named, as of the date of the requested withdrawal, as your Beneficiary under the Plan and who has an unconditional right to all, or a portion, of your Plan Account balance upon your death.

Distributions

You may receive a distribution of your vested Account balances after you terminate employment with your Participating Employer and all Affiliates or you become Disabled. In the event of your death, your Beneficiary under the Plan will receive your Account balances.

Timing of payment

Automatic distributions (balance \$5,000 or less)

If the vested balance of all of your Accounts (excluding the balance of your Rollover Account) is \$5,000 or less, distribution will be made as soon as administratively possible after you terminate employment.

Elective distributions (balance exceeds \$5,000)

If the vested balance of all your Accounts (excluding the balance of your Rollover Account) is more than \$5,000, distribution will be made as soon as administratively possible after you submit a properly completed distribution election form. You may also elect to defer the date on which your distribution will be made. Your deferral election must be made on a form available from Schwab. This date may not be later than the April 1 of the calendar year following the year in which you reach age 70½* (or, if later, the year in which you terminate employment).

If you do not submit a deferral election form, you will be deemed to have elected to defer your distribution until the earlier of the date you elect to receive a distribution or April 1 of the calendar year following the year in which you reach age 70½* (or, if later, the year in which you terminate employment). If you are a 5% owner of IMI or any Affiliate, you must begin receiving distribution payments when you attain age 70½*, even if you are still employed with your Participating Employer or another Affiliate.

*Please note: As a result of a change in federal tax law, this is age 72 if you have not attained age 70½ (or otherwise commenced receiving required minimum distributions) before January 1, 2020.



Requesting a distribution

You may apply for a distribution by contacting Schwab (1) on the internet (by logging on to the Schwab website at www.workplace.schwab.com) or (2) by telephone (by calling Schwab at 1-800-724-7526 (or en Español 1-877-905-2553)).

Form of payment

Your distribution will be paid either directly to you in a single lump sum payment or in monthly, quarterly, semi-annual or annual installment payments. You may elect a direct rollover to an eligible retirement plan or IRA. If you, in your sole discretion, elect a direct rollover to an IRA with Schwab, you may be allowed to transfer your Plan investment funds "in-kind" directly from the Plan to the Schwab IRA.

If you elect to have a lump sum paid directly to you, your investments will be liquidated and a check will be issued to you. Mandatory Federal income tax withholding will be applied at a rate of 20% on the taxable portion of your distribution. State income taxes may also be withheld. Penalties may also apply for early distribution. Please see the "Federal Tax Consequences" section on page 31 of this SPD for more information.

Automatic distributions (balance \$5,000 or Less)

Although you must receive an "automatic distribution" (as described in the "Timing of payment" section on page 27 of this SPD), the form of the payment of the automatic distribution depends on the amount of your Account balances.

If the vested balance of all your Accounts (including the balance of your Rollover Account) is \$1,000 or less, the automatic distribution will be paid to you in cash (unless you have already elected to roll over your distribution to an IRA or eligible retirement plan).

If the vested balance of all of your Accounts (including the balance of your Rollover Account) is more than \$1,000 but not more than \$5,000, if you have not already elected to receive the automatic distribution in cash or elected to roll over your distribution to an IRA or eligible retirement plan, the automatic distribution will be invested in a Traditional Individual Retirement Account, in your name, with The Charles Schwab Trust Bank (the IRA Provider).

The contact information is:

The Charles Schwab Trust Bank
215 Fremont Street, 6th Floor
San Francisco, CA 94105
1-800-724-7526
(or en Español 1-877-905-2553)

The automatic distribution IRA will be deposited in an FDIC-insured money market deposit Account at Charles Schwab Trust Bank. This investment product is designed to preserve principal and provide a reasonable rate of return, consistent with liquidity. This investment product shall seek to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the product by the IRA. An annual maintenance fee (this fee is \$25 in 2020) will be paid by your IRA.

Survivor benefits

If, when you die, the total amount of all of your vested Account balances (excluding your Rollover Account, if any) is \$5,000 or less, your Accounts will be paid to your Beneficiary in one single lump sum payment as soon as administratively practicable after the Plan Administrator receives notice of your death.

If the total vested balance of your Accounts (excluding your Rollover Account, if any) exceeds \$5,000 and you die before April 1 of the year following the later of (1) the year in which you would have attained age 70½* and (2) the year you terminated employment, distribution of your Accounts will be in one lump sum payment or in installment payments, as your Beneficiary chooses.

A lump sum payment must be distributed to your Beneficiary by December 31 of the year that contains the fifth anniversary of your death. If your Beneficiary elects installment payments, they must begin by the end of the calendar year following the year you die. Installment payments must be paid over a period not exceeding your Beneficiary's life expectancy.

If the total vested balance of your Accounts exceeds \$5,000 and you die after April 1 of the year following the later of (1) the year in which you attained age 70½* and (2) the year you terminated employment, distribution of your Accounts will be paid to your Beneficiary at a rate of distribution that is at least as rapid as the rate distributions were being made to you before your death.

*Please note: As a result of a change in federal tax law, this is age 72 if you have not attained 70½ (or otherwise commenced receiving required minimum distributions) before January 1, 2020.

Please contact Schwab if you have any questions or need additional information on the Plan's automatic distribution rules, the Schwab IRA (as described above) and/or the fees and expenses relating to the Schwab IRA.





Naming a Beneficiary

When you enroll in the Plan, you should designate a Beneficiary (or Beneficiaries) who would receive your Account balance if you die. You may change your Beneficiary designation at any time.

If you do not name a Beneficiary or your Beneficiary dies before you, benefits will be paid to your survivors in this order:

- your spouse;
- your children in equal shares (with a deceased child's children taking that child's share); and
- your estate.

To be effective, the proper Beneficiary designation must be received by Schwab **before** you die.

Be sure your Beneficiary designation is in Schwab's online system

The Plan only recognizes Beneficiary designations recorded in Schwab's online Beneficiary designation system. Any prior Beneficiary designation forms you may have submitted in paper form are no longer valid.

If you previously submitted a paper Beneficiary designation form to your employer, or a prior recordkeeper for your employer's 401(k) plan, you must contact Schwab and submit a new Beneficiary designation on Schwab's online system. If you do not do so, in the event of your death, your Plan Account balance will be paid to your automatic survivors under the Plan rules noted above.

You can make a Beneficiary designation (or confirm your existing Beneficiary designation in Schwab's system) online at www.workplace.schwab.com (go to "My Profile" and then "Beneficiaries"), or you may call Schwab's Participant Services Hotline at **1-800-724-7526** (or en Español **1-877-905-2553**) and speak with a Schwab Participant Services Associate.

If you are married and want someone other than your spouse as your primary Beneficiary, your spouse must consent to your decision. After your Beneficiary designation is made on Schwab's system you will receive a Confirmation of Beneficiary Designation form. That form will include a section "Spousal Consent to Non-Spousal Beneficiary Designation" – your spouse must sign that form (and have his or her signature notarized) and you must return that signed, notarized, form to Schwab. Your online Beneficiary designation is not effective until Schwab receives that signed, notarized, form.

You may wish to consult with your legal advisor before completing the Beneficiary designation form. You are strongly advised to review your Beneficiary designation whenever there is a change in your family situation, such as your marriage or divorce, death of a spouse or named Beneficiary or the birth or adoption of a child. Remember: if you are married on the date of your death, your surviving spouse will automatically be the Beneficiary of your Account balances, unless you had designated someone else as your Beneficiary on Schwab's online Beneficiary Designation system and you submitted your spouse's written, notarized, consent form to Schwab.





Federal tax Consequences

The Plan is designed as a “qualified plan” under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”). Pre-tax 401(k) contributions made to the Plan via payroll reduction will reduce your taxable income for Federal and, in most states, for state income tax purposes. Contributions, earnings and gains from the investments made with all contributions generally are not taxable until distribution or withdrawal.

Payments that you receive from the Plan are generally subject to Federal income tax (except for a “qualified distribution” from your Employee Roth 401(k) Account) at the time of payment. There is an exception for an “eligible rollover distribution” that is directly rolled over into an IRA or another eligible retirement plan. A rollover can be accomplished in either of two ways: (1) you can take a distribution and deposit it in an IRA or another eligible retirement plan within 60 days after the distribution, or (2) you can request a direct rollover to an IRA or another eligible retirement plan.

Federal income taxes will be withheld on any eligible rollover distribution that is paid to you and not rolled over in a direct rollover. That means that if you take your distribution in cash and then later want to roll it over, you will need to use your own funds to cover the amount that has been withheld (which will be reported to the IRS and credited against your tax liability). In general, any payment that you receive from the Plan will be an eligible rollover distribution, except for that portion of any payment that is required by law because you have attained age 70½*. The Plan Administrator will provide you with more information regarding rollovers when you terminate employment.

An additional tax equal to 10% of the taxable amount must also be paid if the payment is made before you attain age 59½, you die, or you become Disabled, and the funds are not rolled over into an IRA or other eligible retirement plan. A few limited exceptions apply to this rule.

*Please note: As a result of a change in federal tax law, this is age 72 if you have not attained 70½ (or otherwise commenced receiving required minimum distributions) before January 1, 2020.



FEDERAL INCOME TAX

The Federal income tax aspects of payments from the Plan are complex and subject to change, and applicable tax treatment under state and local law may differ. You or your Beneficiary should consult your tax advisor regarding the financial impact of any payments that you receive from the Plan.

Saver's Credit – you may be eligible for a special tax credit

If you make contributions to this Plan (or another employer's 401(k) plan or to an IRA), you may be eligible for a tax credit, called the "Saver's Credit". If you are eligible, you could claim up to a 50% tax credit on the first \$2,000 you contribute to this Plan (pre-tax 401(k) contributions or Roth 401(k) contributions) – this credit is in addition to the tax exclusion you receive if you make pre-tax 401(k) contributions. Please note that this credit may apply even if you are making pre-tax 401(k) contributions under the Plan's Automatic Enrollment program.

The amount of the credit you can get is based on the contributions you make and your credit rate. The credit rate can be as low as 10% or as high as 50%, depending on your adjusted gross income – the lower your income, the higher the credit rate. The credit rate also depends

on your tax filing status. See the table below to determine your credit rate.

The maximum contribution taken into account for the credit for an individual is \$2,000. If you are married and filing jointly, the maximum contribution taken into account for the credit is \$2,000 each for you and your spouse.

The credit is available to you if you:

- are 18 or older;
- are not a full-time student;
- are not claimed as a dependent on someone else's return; and
- have adjusted gross income (shown on your tax return for the credit) that does not exceed the limits noted below.

Modified adjusted gross income (based on 2020 COLA Adjustments)

Joint return		Head of household		Single or married filing separate		Saver's Credit percentage
Over	Not over	Over	Not over	Over	Not over	
\$0	\$39,000	\$0	\$29,250	\$0	\$19,500	50%
\$39,000	\$42,500	\$29,250	\$31,875	\$19,500	\$21,250	20%
\$42,500	\$65,000	\$31,875	\$48,750	\$21,250	\$32,500	10%
\$65,000		\$48,750		\$32,500		0%

This - or other tax related information in this SPD - is not intended to provide you with individual tax advice. Please consult your personal tax advisor.

Social Security taxes

Your 401(k) contributions will be counted as "wages" for Social Security purposes. This means that the amounts deducted from your paycheck for your Social Security and Medicare taxes ("FICA") will be the same whether or not you elect to make 401(k) contributions. It also means that making 401(k) contributions to the Plan will not reduce the Social Security benefits you or your dependents will be eligible to receive.

Penalty tax

Generally, a distribution to, or withdrawal by you if you have not attained age 59½, will also be subject to an additional early distribution tax equal to 10% of the amount includable in income. The 10% early distribution tax will not be imposed, however, if the distribution is:

- made on account of your termination of employment during or after the year you attain age 55;
- made on account of termination of your employment due to death or disability;
- pursuant to certain qualified domestic relations orders;
- rolled over to an IRA or another employer's qualified plan;
- payments that are paid as equal (or almost equal) payments over your life or life expectancy (or you and your Beneficiaries' lives or life expectancies); or
- deductible by you for medical expenses in the year of distribution (medical expenses are not deductible except to the extent they exceed 7.5% of your adjusted gross income.)

Direct rollovers and income tax withholding

In certain circumstances all, or a portion of the amount, of a distribution otherwise includable in income may be excluded from income to the extent that you transfer such amount (a "rollover") to an "eligible retirement plan." "Eligible retirement plan" includes another employer's qualified plan, an IRA, an annuity contract or annuity plan under Section 403 of the Code and certain governmental plans under Section 457 of the Code. Rollover treatment is generally available without regard to how long you have participated in the Plan. Any distribution from the Plan is an "eligible rollover distribution" except a distribution that is required under the minimum distribution rules for persons who have attained age 70½*; a hardship distribution; or periodic payments in substantially equal amounts over your life, life expectancy or a period of 10 years or more. The rollover must occur within 60 days following the date you receive the distribution or withdrawal.

Every distribution (except distribution of Non-Roth after-tax contributions) that is an "eligible rollover distribution" is subject to 20% Federal income tax withholding, even if you roll the distribution over within 60 days of the distribution. Except for a direct rollover, taxation can be avoided entirely only if you have other funds that can be added to the net (after withholding) distribution so that the amount rolled over equals 100% of the taxable amount of the distribution. No amount will be withheld if the total taxable distribution for the year does not exceed \$200.

You can avoid the 20% withholding by electing to have the distribution made in the form of a direct rollover to an eligible retirement plan.

*Please note: As a result of a change in federal tax law, this is age 72 if you have not attained 70½ (or otherwise commenced receiving required minimum distributions) before January 1, 2020.





Other Plan information

When benefits may be paid to someone else/Qualified Domestic Relations Order ("QDRO")

You may not assign or directly transfer your benefits under the Plan to anyone else other than in connection with a Plan loan or by designating a Beneficiary to receive your Account balance if you die.

Your Account balances are generally protected from the claims of creditors. The IRS may, however, levy against your Account balance to collect tax liabilities.

In addition, all or a portion of your benefits may be paid to another person if the Plan Administrator receives a court-issued domestic relations order that is part of a divorce settlement or child support decree. The domestic relations order must meet the legal requirements for a Qualified Domestic Relations Order. The Plan permits your spouse or dependent to receive a lump sum distribution of an interest in your Accounts assigned pursuant to a domestic relations order at any time after the order is determined by the Plan Administrator to satisfy certain legal requirements. The Plan Administrator will notify you if the Plan receives such a court order regarding your Plan Accounts. If you would like a free copy of the Plan's Qualified Domestic Relations Order determination procedures (including a copy of a model Qualified Domestic Relations Order that you and/or your attorney you could use), contact Schwab or the Plan Administrator.

You or your attorney (or the alternate payee or alternate payee's attorney) are strongly encouraged to send a draft order to the Plan Administrator's legal counsel for review prior to submitting it to a court. The Plan Administrator's legal counsel is:

Pam Thein
Fox Rothschild LLP
Campbell Mithun Tower - Suite 2000
222 South Ninth Street
Minneapolis, MN 55402-3338
Facsimile: 1-612-607-7100
Telephone: 1-612-607-7408
E-Mail: pthein@foxrothschild.com

Once the order is finalized, you or your attorney (or the alternate payee or alternate payee's attorney) must send a certified copy of the signed order to the Plan Administrator at the following address:

IMI Americas LLC
Attention: Tammi Wakefield
5400 South Delaware Street
Littleton, CO 80120
Telephone: 1-720-771-5553

Upon receipt of a certified, signed, copy of an executed court judgment, decree or order which is a domestic relations order, the Plan Administrator will separately account for the amount of benefits that would be payable to the alternate payee under the order during the period in which the Plan Administrator is determining whether the order is a Qualified Domestic Relations Order. This amount is referred to as the "segregated amount."

The Plan Administrator will not separately account for such amounts based solely on distribution of information to the parties, receipt of a draft or proposed order, or notice that a divorce/separation is in progress or that an order will be issued. This means the Plan Administrator will not restrict your right to receive a loan, in-service withdrawal or distribution under the provisions of the Plan in any way prior to the Plan Administrator's actual receipt of a certified copy of a signed domestic relations order issued by a court.

Any fees incurred by the Plan in connection with processing a QDRO (such as legal fees charged by the Plan Administrator's legal counsel and fees charged by Schwab) will be charged to your and the alternate payee's accounts and allocated equally between the accounts unless the QDRO sets forth a different allocation formula. These fees will be imposed after submission of an order to the Plan Administrator or, if earlier, upon submission of a draft order to the Plan Administrator's legal counsel.

For more information, see the Plan's Qualified Domestic Relations Order Procedures.



Your duties under the Plan

As a Participant in the Plan, you must furnish the Plan Administrator with required data and information (including proof of age, marriage or divorce) and must complete any forms the Plan Administrator requires for the proper administration of the Plan. You have a duty to exercise due diligence with respect to matters affecting your benefit.

Payment in case of incapacity

If a person entitled to receive a payment under the Plan is physically, mentally or legally incapable of receiving or acknowledging receipt of the payment and the person has no legal representative, the Plan Administrator may pay the sum to one or more Beneficiaries, the institution maintaining the person, the person's custodian, or the person's spouse, children, parents or other relatives.

Payment satisfies claims

Any payment to you, your legal representative, or Beneficiary will be considered full satisfaction of all claims against the Plan, the Trustee, the Plan Administrator, the IMI 401(k) Retirement Plan Committee, IMI, the Participating Employers and all other Affiliates. The payee may be required to execute a release before receiving the payment.

Top-heavy provisions

Federal tax laws require the Plan to contain provisions that take effect if the Plan becomes "top-heavy." A plan is top-heavy only if the present value of the accumulated benefits for certain key employees exceeds 60% of all accumulated benefits for all employees. Because a large number of employees participate in this Plan, it is very unlikely that it will become top-heavy.

Termination or amendment of the Plan

While IMI expects to continue the Plan, it reserves the right to terminate or amend the Plan at any time. Similarly, each Participating Employer reserves the right to terminate its participation in the Plan. The IMI 401(k) Retirement Plan Committee has the authority to adopt Plan amendments. If the Plan is terminated entirely you will be entitled to receive the entire amount in your Accounts. No amendment to the Plan can deprive you of any interest in benefits that were fully vested at the time the Plan was amended. Contributions to the trust fund may be used for no purpose other than providing benefits and to pay Plan expenses. Employer contributions will not be returned to the Participating Employer, except in two situations: first, if the Internal Revenue Service does not allow the employer to deduct the amount of the contribution on its income tax return; and, second, if a contribution is made on the basis of a mistaken fact.





Claim procedures

To determine your vested Account balance, contact Schwab (1) on the internet (by logging on to the Schwab website at www.workplace.schwab.com) or (2) by telephone (by calling Schwab at **1-800-724-7526** (or en Español **1-877-905-2553**)). If you think the amount of your vested Account balance is in error (or you have any other dispute regarding your benefits under this Plan) you may file a written claim with the Plan Administrator. Within 90 days after receiving your written claim, the Plan Administrator will respond in writing and, if your claim is denied in whole or in part, will state the reasons for the denial, referring to the Plan provisions on which the decision was based, and will tell you if any additional information is needed in order to make a final decision on your claim. The Plan Administrator will also give you a written explanation of the Plan's claim procedure. You may, within 60 days after you receive notice that your claim has been denied, file a written request that the Plan Administrator reviews your denied claim, and you or your representative will be permitted to review Plan documents which relate to your claim and to submit written comments. No later than 60 days after receiving your request, the Plan Administrator will give you or your representative the opportunity to submit your claim in writing to the Plan Administrator. The claim will then be reviewed by the Plan Administrator.

You will receive written notice of the final decision of the Plan Administrator within 60 days after the later of (1) the date the Plan Administrator receives your written request for review or (2) the date of your presentation. The decision will include the specific reasons for the decision, including references to specific Plan provisions where appropriate. If you do not accept the Plan Administrator's final decision, you may appeal the decision in court (as discussed in the "Your Rights under ERISA" section). The 60-day and 90-day time periods may be extended if the Plan Administrator is unable to respond within the specified time periods due to special circumstances.

You must first follow the Plan's claims procedure (described above) before you pursue your claim in any other proceeding (such as a court action). In addition, the Plan imposes deadlines on bringing a court action for benefits: the action must be commenced before the earlier of (1) three years after the occurrence on which the claim is based and (2) one year from the date you had actual knowledge of the facts and circumstances on which the claim is based. The Plan provides that the law (as applied by the Federal courts in Minnesota) will apply to your claim regardless of where you work, live or bring your claim.



Plan Administration

The IMI 401(k) Retirement Plan Committee (the "Committee") performs duties of general administration and is the Plan Administrator. The Plan Administrator has the discretionary power and authority to make rules and regulations, interpret, apply and enforce the Plan and make certain determinations pertaining to operations of the Plan. The Plan Administrator has complete authority to review all denied claims for benefits under the Plan.

The Plan Administrator may, in some circumstances, suspend contributions to the Plan or loans, withdrawals or distributions from the Plan or from certain investment funds and take other action the Plan Administrator deems necessary or appropriate for the administration of the Plan.

In the event any claim is made that any part of the Plan is ambiguous or questions arise concerning the meaning or intent of any of its terms, the Plan Administrator has the sole authority and discretion to resolve all disputes regarding the interpretation. The decision of the Plan Administrator shall be final, conclusive and binding as to all parties, and the Plan Administrator shall be deemed to have properly exercised its authority, unless it has abused its discretion hereunder by acting arbitrarily and capriciously.

All Plan assets are held in a trust fund administered by the Trustee. The Committee may remove and replace the Trustee by written notice. The Trustee receives, holds and distributes trust assets. The Trustee also invests trust assets that are not designated for investment by an investment manager, subject to the terms of the Plan and the investment choices of participating employees. Any investment manager selected by the Committee may be removed and replaced by this Committee in its sole discretion. The Committee may also add or eliminate investment funds at any time.

The Committee has the authority to select a Trustee to:

- **administer the trust fund holding all Plan assets;**
- **select investment managers to manage such assets;**
- **choose the investment funds that will be available to Participants; and**
- **monitor the Plan assets as to investment performance, including reasonableness of brokerage commissions incurred by the Trustee or investment managers, and compliance with ERISA.**





USERRA and your benefits

If you are an employee of a Participating Employer who will be starting a Uniformed Services Leave as defined by the Uniformed Services Employment and Reemployment Rights Acts of 1996 ("USERRA"), you must notify your Employer's Human Resources department of your upcoming leave as promptly as possible.

If you qualify for a USERRA leave and are a Participant in the 401(k) Plan, you should contact the Plan Administrator to determine what rights you have to make up 401(k) contributions and receive matching contributions and/or profit sharing contributions with respect to the period of absence.

If you are on a military leave, your Plan loan repayments will be suspended when you stop receiving pay from the Participating Employer. When you return, your full loan balance, including the interest accrued during the leave, will need to be repaid in full. The term of your loan will be extended by up to the length of your military leave, and the loan will be reamortized over the extended term. Your revised payment amount may not be less than the payment in effect prior to the military leave.

If you are returning from a USERRA Leave, have received not less than an honorable discharge, and have returned from leave to your employment with your Participating Employer within 31 days after your Uniform Services Leave terminates, you will be eligible for all benefits provided by USERRA. You must provide documentation as to the duration of your Uniformed Services Leave and your discharge status.

Please contact your Employer's Human Resources department if you have questions about whether or not you would qualify for a USERRA leave.





Your rights under ERISA

The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA) which relate to defined contribution plans. As such, it is generally subject to Titles I and II of ERISA, including reporting, disclosure, participation and vesting, fiduciary responsibility, administration and enforcement provisions. As an "individual account plan" under ERISA, the Plan is not subject to the funding requirements of Title I of ERISA and Plan benefits are not guaranteed by the Pension Benefit Guaranty Corporation under Title IV of ERISA. Your interest in the Plan is measured by your Account balance.

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

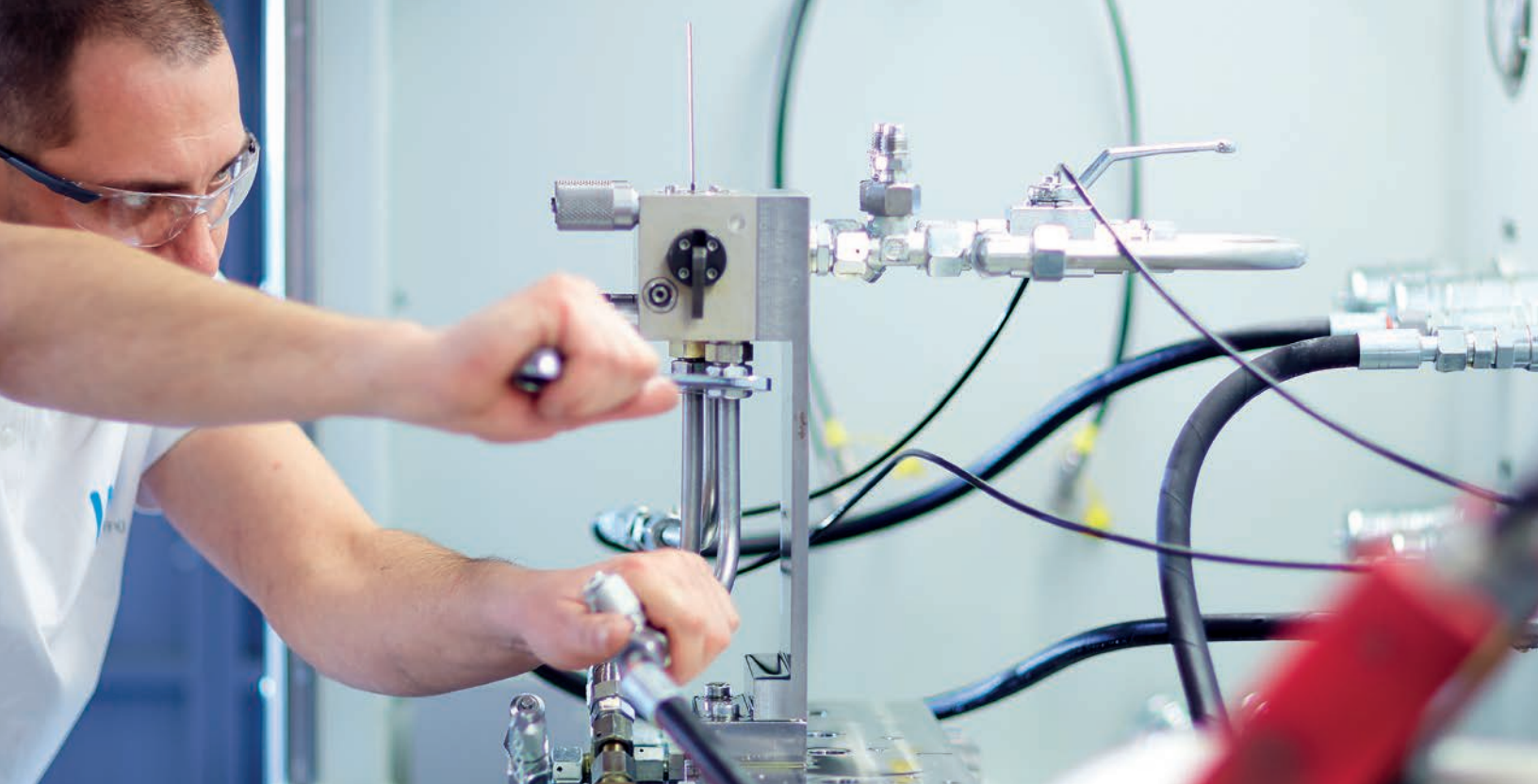
- receive information about your Plan and benefits
- examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites, all documents governing the Plan. These include the Plan itself, the annual financial reports, the Plan descriptions, insurance contracts, a copy of the latest annual report (Form 5500 Series) and all other Plan documents filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
- obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including Plan documents, financial reports, insurance contracts, the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies;
- receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report; and
- obtain a statement telling you whether you have the right to receive a distribution of your 401(k) accounts and, if so, what your Account balances would be at age 65 (without taking into account future contributions or trust earnings) if you stop working under the Plan now. This statement must be requested in writing and is not required to be given more than once a year. The Plan Administrator must provide the statement free of charge.

Prudent actions by Plan fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people responsible for the operation of the employee benefit plans. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to operate the Plan prudently and in the best interest of you and other Plan Participants and Beneficiaries.

No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining benefits or exercising your rights under ERISA.





Enforce your rights

If your claim for a benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless they were not sent because of reasons beyond the Plan Administrator's control.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with your questions

If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.



Plan Administration information

This Plan Administration information is provided in compliance with the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

Plan name

The name of the Plan is the IMI 401(k) Plan.

Plan type

The Plan is a defined contribution plan. Benefits are based solely on the value of each Participant's Account balance. The value of the Plan Accounts depends on the amount of contributions, investment gains or losses and Plan administrative expenses.

Plan funding

The Plan is funded entirely by contributions from employees and Participating Employers. These contributions are deposited in a trust fund maintained for the sole purpose of paying benefits to the Plan's Participants and Beneficiaries and for defraying Plan administrative costs.

Plan Year

The Plan Year is the calendar year (January 1 to December 31).

Plan Sponsor and Administrator

IMI Americas LLC is the Plan Sponsor.

The Plan Administrator is the IMI 401(k) Retirement Plan Committee. The IMI 401(k) Retirement Plan Committee has the sole authority to interpret the terms of the Plan. You may contact the Plan Administrator at:

IMI 401(k) Retirement Plan Committee

IMI Americas LLC

Attention: Tammi Wakefield, 5400 South Delaware Street, Littleton, CO 80120

Telephone: 1-720-771-5553

Plan number

The Plan number is 004.

Plan website

Additional information about the Plan is also available on the Plan's website: **imi-optimize.com**

Employer Identification Number (EIN)

The Employer Identification Number assigned to IMI Americas LLC by the Internal Revenue Service is 84-0858329.

Agent for service of legal process

Communications and service of legal process should be directed to:

VP, Tax & Finance, Americas

IMI Americas LLC

5400 South Delaware Street, Littleton, CO 80120

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

Qualified Domestic Relations Orders

(described in "Other Plan Information" on page 34 of this SPD)

A draft domestic relations order may be sent to the Plan Administrator's legal counsel for review prior to submitting it to a court. The Plan Administrator's legal counsel is:

Pam Thein

Fox Rothschild LLP

Campbell Mithun Tower - Suite 2000

222 South Ninth Street, Minneapolis, MN 55402-3338

Facsimile: 1-612-607-7100

Telephone: 1-612-607-7408

Email: pthein@foxrothschild.com

Once the order is finalized, you or your attorney (or the alternate payee or alternate payee's attorney) must send a **certified** copy of the **signed** order to the Plan Administrator at the following address:

IMI Americas LLC

Attention: Tammi Wakefield

5400 South Delaware Street

Littleton, CO 80120

Telephone: 1-720-771-5553

Plan Trustee and Recordkeeper

The Plan Trustee is:

The Charles Schwab Trust Company

425 Market Street, 7th Floor

San Francisco, CA 64105

The Plan Recordkeeper is:

Schwab Retirement Plan Services, Inc.

4150 Kinross Lakes Parkway

Richfield, OH 44286



Glossary

401(k) contributions

Amounts that you authorize your Employer to deduct from your pay and contribute to the Plan on your behalf. You may make pre-tax and/or Roth 401(k) contributions under this Plan.

Affiliate

An Affiliate is another company or entity that is related to IMI through common ownership described in the Plan document.

Non-Roth after-tax contributions:

These contributions are not eligible for Safe Harbor Matching Contributions. Although similar to Roth 401(k) contributions, Non-Roth after-tax contributions are deducted from your paycheck on an after-tax basis. When Non-Roth after-tax contributions are distributed, no federal (and, generally, state) income taxes are owed, but earnings on after-tax contributions are subject to income taxes upon distribution.

Beneficiary

Your Beneficiary is the person(s) or entity you name to receive your Plan Account balances if you die. If you are married, your spouse is automatically your Beneficiary unless you, with your spouse's written, notarized consent, name another Beneficiary.

Disabled

You are considered "Disabled" under the Plan only if you are receiving disability benefits under the applicable provisions of the Social Security Act or under a long term disability plan maintained by your Participating Employer.

ERISA

The Employee Retirement Income Security Act of 1974, as amended.

IMI

IMI Americas LLC.

In-Plan Roth Conversion

If you choose to transfer a non-Roth Account balance to a Roth Account, you will pay taxes on the amount transferred. This will give you the opportunity for tax-free earnings in the future.

Participating Employer (or Employer)

A Participating Employer (or Employer) is IMI and each Affiliate that has adopted the Plan.

Plan Year

The 12-month period starting January 1 and ending December 31.

Pre-tax 401(k) contributions

Contributions which are eligible for your Employer's Safe Harbor Matching Contributions and are deducted from your paychecks on a pre-tax basis. Pre-tax 401(k) contributions and any related earnings are subject to income taxes upon distribution.

Profit Sharing Contributions

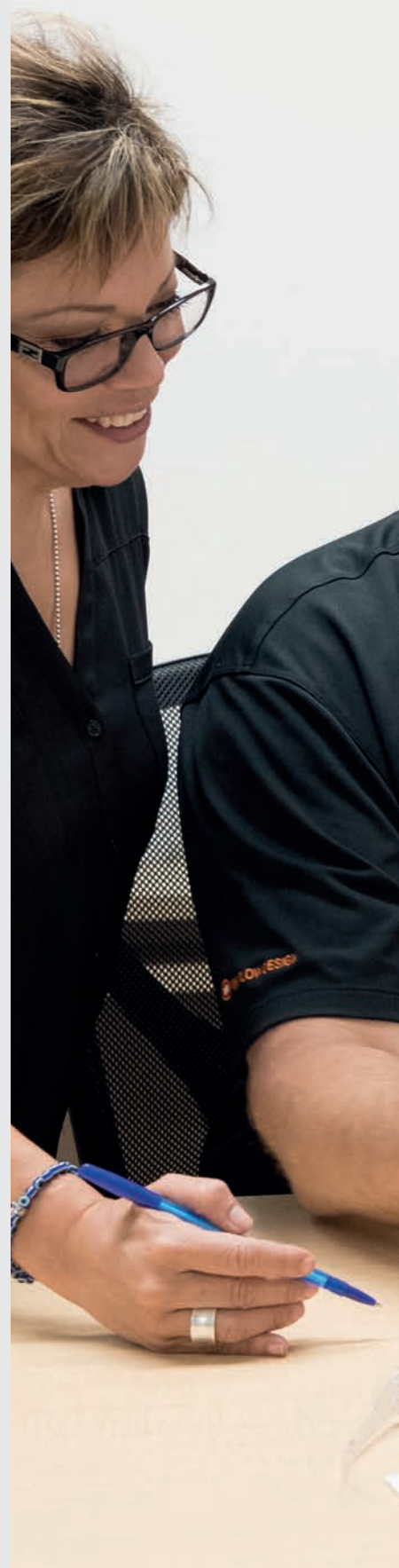
In its sole discretion, your Employer may make a Profit Sharing Contribution to the Plan.

Roth 401(k) contributions Contributions

Which are eligible for your Employer's Safe Harbor Matching Contributions but, unlike pre-tax 401(k) contributions, Roth 401(k) contributions are deducted from your paychecks on an after-tax basis. When Roth 401(k) contributions are distributed, no federal (and, generally, state) income taxes are owed. Earnings are also eligible for tax-free treatment if certain conditions are met.

Safe Harbor Matching Contribution

Your Employer makes a Safe Harbor Matching Contribution to the Plan that equals the lesser of (1) 100% of your 401(k) contributions to the Plan and (2) 6% of your Eligible Earnings.



IMI