

An Overview of Your Infineum Benefits

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An Overview of Your Infineum Benefits

Your Infineum Benefits

An Important Part of Your Total Remuneration

Infineum Benefit Plans, along with your pay, provide a comprehensive program to enhance your financial security for today and tomorrow.

While your pay is certainly the most visible form of remuneration you receive for your contributions to Infineum, there are other aspects of your remuneration you probably don't think about until you need them—your benefits. The benefits you receive from Infineum offer you and your family additional financial security and are a valuable part of your **total remuneration**.

Infineum's Summary Plan Descriptions (SPDs) for each of its individual Plans are **comprised of two documents**:

1. This Overview – which provides important general information, and is an important part of the SPD for each Plan
2. Individual Plan Descriptions – separate descriptions of each Plan's provisions

Take some time to become familiar with this material so you can make informed decisions about your individual benefit needs.

If you Have Questions

Each Plan provides contact information and telephone numbers for that particular benefit. For general benefits questions contact Infineum at:

908-474-2273

The summaries contained in this Overview booklet and in each individual Plan's booklet together provide a plain-language overview of the Infineum benefit programs. While Infineum has made every effort to ensure the accuracy of the summaries, the formal plan documents are the controlling descriptions for the Infineum Benefit Plans. These formal plan documents govern in the event of a discrepancy between information in the summaries and the plan documents. The formal plan documents are available for your review if you have questions.

An Overview of Your Infineum Benefits

Your Infineum benefits are divided into two main categories: Health and Well-being benefits* and Financial Security benefits.

Health and Well-being benefits offer protection for you and your family from unexpected expenses due to illness, injury, or death. They also provide a way to protect your income if you are disabled and unable to work.

Financial Security benefits provide a powerful and flexible way to plan and save for retirement.

Health and Well-Being Benefits *		Financial Security Benefits	
	Medical Plan (Including Medicare Supplement Plan)		Savings Plan
	Dental Plan		Pension Plan
	Flexible Benefit Plan		
	Disability Plans		
	Life & Accident Insurance Plans		
	Colleague Assistance Plan		

* **With the exception of short-term disability (see the [Short and Long Term Disability Benefit Plan Description on the USA-HR Benefits page on the Infineum's Health and Well-Being Benefits](#) are collectively administered under ERISA as the "Infineum Health & Welfare Benefit Plan."**

Additional Information About Your Benefit Plans

Here are some additional things you should know as you read through the Summary Plan Descriptions for the individual Plans.

- Although the Plans are expected to continue indefinitely, Infineum necessarily reserves the right to change, suspend, or amend the Plans at any time, in whole or in part. This means that the Plans may be discontinued in their entirety, changed to provide different levels of benefits, changed to provide for different cost sharing between Infineum and its colleagues, or changed in any other way. Any such change or termination is solely at the discretion of Infineum. If such termination or change occurs, you will be promptly notified.
- Your participation in an Infineum benefits Plan is not a guarantee of your continued employment with Infineum. Nor is it a guarantee that participation under the Plans for active colleagues, totally and permanently disabled colleagues, retirees, or other covered persons will exist or remain unchanged in future years.
- No one employed by Infineum, or any committee, trustee, or administrator can advise you on the tax effect of your participation in these benefit Plans. Because taxes are a complex subject and tax laws constantly change, it's recommended that you consult a tax advisor if you have any questions relating to the tax effects of your participation in the Plans.

Health and Well-Being Benefits

Your Infineum Health and Well-being benefits consist of:

- Medical
- Dental
- Flexible Benefits (Health Care, Dependent Care and Limited Purpose Spending Accounts)
- Life Insurance
 - Basic Group
 - Voluntary
- Accidental Death and Dismemberment (AD&D) Insurance
 - Occupational
 - Optional
- Short-term Disability (STD) Plan
- Long-term Disability (LTD) Insurance
- Colleague Assistance Plan (CAP)

Colleague Defined

For the purpose of Infineum Benefit Plans, a "colleague" is defined as a person employed and paid by Infineum on a regular, scheduled, full- or part-time basis.

Retiree Defined

For the purpose of Infineum Medical, Dental, Health Care Spending Account (COBRA Continuation Coverage only), Basic Group Life Insurance and Colleague Assistance Plan (CAP), a "retiree" is defined as a person who terminates employment from Infineum on or after the first day of the month in which the person attains age 55, and after accruing at least 15 years of Employment Service.

The individual plan descriptions describe in more detail how each of these plans work.

Eligibility for Coverage

In general, Health and Well-being benefits are available to regular U.S. dollar paid Infineum colleagues and retirees. You also can cover your eligible family members under:

- Medical
- Dental
- Flexible Benefits (Health Care, Dependent Care and Limited Purpose Spending Accounts)
- Colleague Assistance Plan

"Eligible family members" for the different plans are described within each individual plan description.

Infineum is in full compliance with the Employer Mandate of the Affordable Care Act which requires that large employers offer affordable, minimum value coverage to all full-time employees.

Double Coverage

If you and your spouse/partner both work for Infineum, you must decide how to elect coverage for your family. No one is eligible to receive benefits under Infineum's medical and dental plans as both a colleague (or retiree) and as an eligible family member of another colleague (or retiree).

Dependent Child

Consider the following regarding eligibility for dependents under the Plan,

- The dependent must be your or your domestic partner's biological child, a legally adopted child, or a child for whom you are legal guardian or managing conservator, and who is primarily dependent on you for support or,
- Your stepchild who lives with you during a majority of the year and who is primarily dependent on you for support and;
- Regularly resides in your home, except in the case of parental separation, divorce, or Qualified Medical Child Support Order (QMCSO); and

For purposes of coverage under Infineum Benefit Plans, the following coverage(s) end:

- **Dental:** Coverage ends at the End of Month of Age 26 birthday, regardless of marital status (no full-time student verification required). Eligibility to age 26 is regardless of an offer of coverage from the dependent child's employer.
- **Medical:** Coverage ends at the End of Month of Age 26 birthday regardless of marital status (no full-time student verification required). Eligibility to age 26 is regardless of an offer of coverage from the dependent child's employer.
- **Flexible Benefits (Health Care Spending Account):** Coverage ends at the End of Month of Age 26 birthday regardless of marital status

A child can still be considered dependent if the child meets all the above requirements (except for age) and is totally and continuously disabled, unmarried, and incapable of self-sustaining employment by reasons of mental or physical handicap, severe mental illness, or severe behavioral health disorder(s) that occurred prior to the end of the year of age 19. You must periodically provide proof that:

- The child is chiefly dependent upon you for support and maintenance and is incapable of living independently.
- The child was covered (or, for new colleagues, would have been eligible for coverage) under a plan as an eligible family member immediately prior to the birthday he or she lost eligibility.

This definition excludes any other persons such as grandchildren, nieces or nephews, even if they live continuously with and are supported by you, unless you are a court-appointed legal guardian or a managing conservator of the children and they meet all other conditions for eligibility. Foster children are not eligible for coverage.

Domestic Partner Benefits

If you are in a domestic partner relationship, your domestic partner may be eligible for coverage under the Medical, Dental, and Colleague Assistance Plans. Your partner's expenses are not eligible for reimbursement under the Flexible Benefit Plan.

For purposes of eligibility under the Infineum Benefit Plans, a domestic partner is defined as a person of the same or opposite sex who meets all the following criteria:

- Maintains a spouse-like relationship with you;
- Is at least 18 years old and mentally competent to enter into a contract;
- Is not legally married to or in a domestic partner arrangement with anyone else;
- Has shared the same residence with you for at least 12 months and intends to do so indefinitely*;
- Is someone with whom you're jointly responsible for each other's common well-being;
- Is financially interdependent;
- Is not related to you in any way that would prohibit a legal marriage in your state of residence; and
- Jointly signs a domestic partnership affidavit with you attesting to all the above, including responsibility for notifying Infineum if this relationship changes.
- ****NOTE: may be required to provide proof of residency at any time during the Plan Year.***

Paying for Coverage

One of the advantages of having choices in your benefits is that you can choose the coverage that fits your needs. Plans offer options with different annual costs. Generally, the option costs depend on the level of coverage you choose and whom you choose to cover.

NOTE: While most cities and states do not tax contributions to pre-tax benefit plans, some do. Check with your state and/or city tax authority for more information.

Infineum pays a large portion of the cost of coverage for most benefits. Some benefits, such as Short- and Long-term Disability, Basic Group Life and Occupational AD&D Insurance, and the Colleague Assistance Plan are paid for entirely by Infineum. Your contributions for the Medical, Dental, and Flexible Benefit Plans may be deducted from your pay on a pre-tax basis, so that you avoid paying federal income taxes on those contributions.

The Pre-tax Advantage

Your Medical, Dental, and/or Flexible Benefit contributions are deducted from your pay before federal income taxes are calculated unless you choose otherwise. That means that your taxable income is reduced by the amount of your contributions, which in turn means you pay less income tax.

Although using pre-tax money reduces your taxable pay, benefits that are based on your pay—such as the Savings Plan, Pension Plan, and Life Insurance—aren't reduced. These benefits will continue to be based on your full pay.

The Internal Revenue Service (IRS) places some limitations on pre-tax benefits, such as limiting the changes you can make during the year. These limitations are described under "Changing Your Elections During the Year."

If you elect Optional Life or AD&D Insurance, your contributions are deducted on an after-tax basis, so the limitations on pre-tax benefits do not apply.

Domestic Partner Contributions

Premium contributions toward coverage for your domestic partner may be deducted through a pre-tax or after-tax arrangement based on dependency status. If your domestic partner does not qualify under IRS rules as a legal dependent, Infineum's premium contributions are imputed (considered as) income and you owe taxes on them at the end of the plan year. Contact the Administrator and/or your tax advisor for more information on qualifying a domestic partner as a legal dependent.

Plan Year

The plan year for each plan is the calendar year.

Open Enrollment

During annual open enrollment, you have the opportunity to choose medical or dental coverage. Your coverage elections during annual open enrollment take effect starting January 1 of the next Plan Year and remain in effect until December 31 of that Plan Year.

If you don't complete your enrollment or election information by the open enrollment deadline, coverages or designations currently in effect continue, with the exception of the Flexible Spending Accounts which must be re-elected each year.

If you are newly employed during the year, you have the opportunity to enroll in Health and Well-being benefits for the remainder of the plan year in which you become employed.

Annual Election

While medical and dental premiums are deducted on a pre-tax basis, each year during an annual election period, you have the opportunity to designate, if you prefer, that these premiums be paid on an after-tax basis. At this time, you can also designate how many dollars, if any, you want to set aside in the Flexible Spending Accounts.

If no pre-tax Flexible spending account elections are made by the annual election deadline, your participation in these spending accounts will end on December 31st of the current year.

Changing Your Elections During the Year

In general, once you make (or decline to make) an election to contribute under the Flexible Benefit Plan, or elect to make (or decline to make) Medical or Dental contributions on a pre-tax basis, you may not change those elections once the plan year starts for which those elections are effective. Under certain circumstances, however, you may change those elections, or you may elect to commence pre-tax contributions to those plans if:

- You have a "change in status" that affects your, your spouse's, or your eligible family member's eligibility (see "[Changes in Status](#)" below for more information);
- You qualify for a special enrollment under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as described below;
- The plan receives a court order, such as a qualified medical child support order (QMCSO); or
- You, your spouse, your domestic partner, or your eligible family member qualifies for Medicare or Medicaid.

If You Make A Change

If a change in status qualifies you to change your benefit coverages, you must request the change within 31 days of the date of the event; otherwise, you must wait until the next annual election. Your new choices become effective the date the change occurred.

Dropping Coverage for an Eligible Family Member

You are responsible for notifying the Administrator when an enrolled family member is no longer eligible for coverage.

If you do not notify the Administrator within 31 days, any contributions you make for ineligible family members are not refunded. Any claims paid after the loss of eligibility are considered overpayments and must be returned to the plan.

In some cases, a family member who has been dropped from coverage may be eligible for continuation of coverage under COBRA (see "Continuation Coverage Rights (COBRA)" for more details).

Special Enrollments Under HIPAA

If you decline enrollment in an Infineum-offered health care plan for yourself and/or your eligible family members (including your spouse) because you have other health insurance coverage, you may in the future be able to enroll yourself and your eligible family members under these plans if that other coverage ends. However, you must request enrollment within 31 days after your other coverage ends.

Changes in Status

You may change your elections during the year if you have an eligible change in status. Changes may be made to your Health Care and Dependent Care Spending Accounts and pre-tax medical or dental contributions.

Eligible changes in status include:

- You get married, divorced, legally separated, or have your marriage annulled;
- You have a baby, adopt a child or have a child placed with you for adoption, or your spouse or eligible family member dies;
- You, your spouse, or your eligible family member starts or ends employment;
- You, your spouse's, or your eligible family member's work schedule changes (a switch from part-time to full-time employment and vice versa, or the start of or return from an unpaid leave of absence);
- Your eligible family member becomes eligible or ineligible for coverage;
- Your repatriation back to the United States from an overseas assignment.

In addition, you may change your coverage during the year **only if**:

- The change in status causes you, your spouse, or your eligible family member to lose or gain eligibility for accident or health coverage under the Plan (or under a spouse's or eligible family member's accident or health plan); and
- Your election change is consistent with the gain or loss of coverage.

If you have an eligible change in status and need to change your coverage during the year, you must do so within 31 days of the event that necessitates the change. If you don't, you can't make a change until the next election period or open enrollment, unless you once again meet one of the conditions for mid-year election changes.

When Plan Eligibility Ends

If you separate from Infineum, coverage ends for you and your eligible family members on the last day of the month in which you separate.

- Coverage for a family member ends when that person ceases to be eligible.
- If you fail to make required contributions, if any, toward the cost of your coverage, your participation ends.
- Eligibility also ends if you commit fraud against an Infineum Plan. This includes filing claims for benefits to which you are not entitled, refusing to repay amounts paid by a plan which you recover from a third party or amounts erroneously paid on your behalf, or failing to comply with the terms of a plan and its administrative requirements.
- Coverage ends if the Plan is terminated or replaced.

Survivor Plan Eligibility

If you die as a colleague or retiree, your eligible family members can continue to be covered as survivors with Infineum contributions toward the cost of their coverage under the Medical and Dental Plans. Your survivors normally remain eligible for coverage until the earliest of:

- Your widow or widower remarries or enters into a domestic partner relationship (at which time your children also become ineligible); or
- Your domestic partner marries or enters into a domestic partner relationship with someone else (at which time your domestic partner's children also become ineligible); or
- Your surviving dependent children would otherwise cease to be eligible for coverage.

Continuation Coverage Rights under COBRA

This section contains information that you must receive if you are covered under a group health plan (referred to as the Plan). For purposes of your Infineum benefits, group health plans are the Medical, Dental, Colleague Assistance and the Health Care Reimbursement Account of the Flexible Benefit Plan. This section contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan.

Below you will find important information regarding: **COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

This right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. Please carefully review this information regarding your rights and obligations under the Plan and under federal law, and contact the Plan Administrator with any questions.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

Retirees continued coverage in the event of bankruptcy

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to Infineum USA Inc., and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to Infineum USA Inc. or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to: Infineum USA Human Resources by completing the appropriate forms provided in the Benefits Page of the USA HR section of the Infinet.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

If continuation coverage is elected, payment is required beginning with the first day of coverage as a COBRA participant.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Please notify Infineum USA Human Resources of this disability as soon as is practical.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

Please contact the Infineum USA Plan Administrator with any additional questions on COBRA Continuation Coverage.

Financial Security Benefits

Your Infineum Financial Security benefits consist of:

- The Savings Plan, which allows you to save a portion of your pay on a tax-deferred and/or after-tax basis. In addition, Infineum matches a portion of your contribution and contributes an additional percentage automatically to your account regardless of the amount you contribute. (Note: there are two different contribution designs based on hire date –see [Savings Plan](#) description on the USA-HR Benefits page on the Infinet for more details).
- The Pension Plan, which is paid for entirely by Infineum and requires no contribution from you. (Note: The Pension Plan is closed to most new entrants hired on/after October 1, 2013. Please see the [Pension Plan](#) description on the USA-HR Benefits page on the Infinet for more details and eligibility criteria).

The individual plan descriptions provide more detail on how each of these plans work.

Employment Service

Both the Pension and Savings Plans use Employment Service (the amount of time you work for Infineum) as a factor in determining when you become vested in Infineum-provided benefits. The Savings Plan also uses Employment Service to determine which fixed percentage Infineum automatically contributes to your Savings Plan – see the [Savings Plan](#) description on the USA-HR Benefits page of the Infinet for more details. You are always vested in your contributions and the Infineum fixed contribution to the Savings Plan. When you attain three years of Employment Service you are vested in the matching contributions of the Savings Plan, and at five years of Employment Service those in the Pension plan become vested.

Employment Service is counted in full years and is calculated as of your service anniversary date. If you work a partial month, you are credited for a full month of Employment Service. If you work at least 1,000 hours in a year, you are credited with a full year of Employment Service for vesting purposes.

Pension Service

The Pension Plan also counts service for determining the amount of your benefit. This is called Pension Service and is explained in the description of the Pension Plan.

Employment Status

Colleagues who are U.S. dollar-paid and work the following schedules are considered regular colleagues. Eligibility for benefits associated with each type of colleague is outlined in the individual plan descriptions.

- Colleagues who regularly work a schedule of 40 hours or more per week are considered regular full-time colleagues.
- Colleagues who regularly work a schedule of 20–39 hours per week are considered regular part-time colleagues.
- Colleagues who are hired on temporary student assignments are considered regular co-op colleagues.

Prior Service with an Owner Company

If you joined Infineum USA as a company-initiated and approved direct transfer from an owner company, you receive credit for your employment service. Your hire date with the owner company determines the following:

- If your hire date with the owner company is **before October 1, 2013** you are enrolled as a participant in the Infineum Pension Plan and receive Pension Service – see the *Pension Plan* description on the USA-HR Benefits page on the Infinet for more details. You are also eligible to participate in the Standard Contribution Design of the Infineum Savings Plan that includes an immediate company match up to 4% and an automatic fixed 3% contribution after one year of employment service – see the *Savings Plan* description on the USA-HR Benefits page on the Infinet for more details. If you receive Employment Service credit of one or more years at hire, the fixed 3% contribution is effective immediately upon enrollment. *[Individuals that were directly hired by Infineum in 1999 had special rules that were in effect which permitted some Employment and/or Pension Service credits to be granted for prior service with an owner company.]*
- If your hire date with the owner company is **on or after October 1, 2013** you are eligible to participate in the Enhanced Contribution Design of the Infineum Savings Plan that includes a company match up to 4% and an immediate automatic fixed contribution ranging from 3-9% based on a point system of Age + Completed Employment Service Years – see the *Savings Plan* description on the USA-HR Benefits page on the Infinet for more details.

Break in Service

Both Employment Service and Pension Service are affected in the same way by the length and timing of any break in service.

On the first anniversary of your separation from Infineum, you have a one-year break in service.

- If you have more than five years of Employment Service at the time of the break in service and you are later rehired, your prior service is credited regardless of the length of the break in service.
- If you have less than five years of Employment Service at the time of your break in service, and are rehired within five years, you are credited with your prior service.
- If you have less than five years of Employment Service and the break in service is more than five years, your prior service is not credited if you are rehired.
- In any event, your prior Employment Service credit can be retained if your absence is due to required military service and you have reemployment rights, or if your break in service is due to illness, disability, or a leave of absence.
- If you are rehired before incurring a one-year break in service, you are credited for your prior service.

Leave of Absence

Infineum does not want a leave of absence to result in a break in Employment Service or Pension Service. You continue to earn Employment Service and Pension Service (if applicable) during the first 12 months of a leave, provided that you return to work at the agreed-upon end of such leave. If you fail to return to work, you incur a break in service beginning on the day you stopped working.

Family Leave

You may be eligible for an unpaid leave if you're away from work because of:

- Your pregnancy;
- The birth of your child;
- The adoption of a child;
- Caring for your child immediately after birth or adoption; or
- Caring for a family member who has a serious health condition or because of your own serious health condition.

Leave of Absence

You'll continue earning Employment Service during the first 12 months of your leave. You do not have a break in service until the second anniversary of the day you stop working.

For Your Information

This section contains required legal information about your Infineum benefits. It also contains a summary of your rights with respect to the Plans.

ERISA Rights Statement

As a participant in the Infineum Benefit Plans you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Continue Group Health Plan Coverage

Continued health care coverage for you, your spouse or your dependents is offered if you experience a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Contained within this Overview are the rules governing your rights regarding continuation of coverage under COBRA.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension/welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension/welfare 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 the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

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

If a Claim Is Denied

If you believe you are being denied a right provided under an Infineum Benefit Plan, you must submit your written appeal within 180 days from the date of the denial notice.

The appeal will take into account all comment, documents, records and other information submitted relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. You will receive a response to the appeal within a reasonable period of time (not to exceed 60 days after receipt of the claim, or if special circumstances require an extension of time, written notice of the extension shall be furnished to the claimant and an additional 60 days will be considered reasonable). The timeframes to respond to Medical & Disability appeals are indicated in each individual Plan booklet.

The decision is written in plain language and refers to the pertinent Plan provisions on which the decision is based.

Plan Termination Provisions

Infineum reserves the right to terminate, suspend, withdraw, amend, or modify the Plans in whole or in part at any time.

Plan Sponsor Information

The Plan Sponsor for the benefit plans is:

**Infineum USA Inc.
P. O. Box 735
Linden, NJ 07036
(800) 441-1074**

Plan Administrator

The Plan Administrator for the Infineum USA Inc. benefit Plans is:

**Human Resources Manager
Infineum USA Inc.
P. O. Box 735
Linden, NJ 07036
(908) 474-2740**

The Plan Administrator is the agent for service of legal process.

Employer Identification Number

The employer identification number (EIN) assigned to Infineum USA Inc. by the Internal Revenue Service for reporting purposes is 74-2890923.

If You Have Questions

Each benefit plan provides a contact phone number if you have questions about that particular benefit. For general benefits questions, please contact Infineum Human Resources at:

908-474-2273

Plan Names and Administrators

Plan Name	Plan #	Administrator
Infineum Health and Welfare Benefit Plan (includes 1-7 below)	501	
1. Infineum Medical Plan		Meritain Health / Aetna
2. Infineum Dental Plan		Aetna Dental
3. Infineum Flexible Benefit Plan (Health Care, Dependent Care and Limited Purpose Spending Accounts)		BPAS (Benefit Plans Administrative Services, Inc.)
4. Infineum Basic Group Life and Occupational AD&D Insurance		United of Omaha Insurance Co.
5. Infineum Voluntary Life and Optional AD&D Insurance		United of Omaha Insurance Co.
6. Infineum Long-Term Disability Plan		Mutual of Omaha
7. Infineum Colleague Assistance Plan		Cigna Behavioral Health
Infineum Savings Plan	002	Fidelity Investments
Infineum Pension Plan	001	BPAS Actuarial & Pension Svs.
Name	Address	Phone
Meritain Health	PO Box 853921 Richardson, TX 75085-3921	800-925-2272
Aetna Dental	P.O. Box 14094 Lexington, KY 40512-4094	877-238-6200
BPAS (Flex Corp)	820 Gessner, Suite 1250 Houston, TX 77024	866-401-5272 Option 3, Option 1, Option 2
Cigna Behavioral Health	11095 Viking Drive Suite 350 Eden Prairie, MN 55344	800-554-6931
Fidelity Investments	200 Magellan Way, KN3C Covington, KY 41015	800-835-5098
BPAS Actuarial & Pension Services	706 N. Clinton St., Suite 200 Syracuse, NY 13204	1-877-722-3908 Option 1
United of Omaha Insurance Co. (Life Insurance)	Group Life Claims Mutual of Omaha Plaza Omaha, NE 68175-0001	1-800-775-8805
United of Omaha Insurance Co. (Long Term Disability)	Group Disability Management Services Mutual of Omaha Plaza Omaha, NE 68175	1-800-877-5176 or 402-351-2167