USUI INTERNATIONAL GROUP

HEALTH & WELFARE BENEFIT PLAN

Plan Document

TABLE OF CONTENTS

ARTICLE I – ESTABLISHMENT 1
1.1 The Plan. 1
1.2 Effective Date. 1
1.3 Adopting Employer. 1

ARTICLE II – DEFINITIONS AND CONSTRUCTION 1
2.1 Definitions 1
2.2 Construction. 3

ARTICLE III - ELIGIBILITY, PARTICIPATION, ENROLLMENT, AND BENEFIT ELECTIONS 3
3.1 Incorporation. 3
3.2 Eligibility and Participation. 4
3.3 Enrollment and Elections. 4
3.4 Changes in Elections. 4
3.5 Reduction of Certain Elections to Prevent Discrimination 4
3.6 Termination of Participation. 4

ARTICLE IV – BENEFITS 4
4.1 Insured Benefits. 4
4.2 Self-funded Benefits. 5

ARTICLE V – FUNDING AND CONTRIBUTIONS 5
5.1 Funding. 5
5.2 Participant Contributions. 5
5.3 Employer Contributions. 5

ARTICLE VI – ADMINISTRATION 5
6.1 Plan Sponsor and Plan Administrator 5
6.2 Plan Administration. 5
6.3 Fiduciaries. 7
6.4 Delegation to Officers or Employees. 7
6.5 Indemnification. 7
6.6 Employment of Advisers. 7
6.7 Fees and Expenses 7
6.8 Rules and Decisions. 8
6.9 Appointment of Committee. 8
6.10 Examination of Records. 8
6.11 Facility of Payment. 8

ARTICLE VII – CLAIM AND APPEAL PROCEDURES 8
7.1 Insured and Self-funded Benefits. 8
7.2 Non-Benefit Claims. 9
7.3 Claims for Benefits. 10

7.4 Finality of Decision. 10
7.5 Limitation on Court Action. 10

ARTICLE VIII – AMENDMENT AND TERMINATION 10
8.1 Amendment. 10
8.2 Termination. 10
8.3 Adopting Employers Termination of Participation. 11

ARTICLE IX – NONALIENATION OF BENEFITS 11
9.1 Nonalienation of Benefits 11

ARTICLE X – COORDINATION OF BENEFITS AND OVERPAYMENTS 11
10.1 Coordination of Benefits. 11
10.2 Overpayment. 11

ARTICLE XI – MISCELLANEOUS 11
11.1 Exclusive Benefit. 11
11.2 Status of Participants. 11
11.3 No Enlargement of Benefits 12
11.4 No Interest in Employer Affairs. 12
11.5 Governing Law. 12
11.6 Tax Effects. 12
11.7 Severability of Provisions. 12
11.8 Construction and Interpretation. 12
11.9 Entire Agreement. 13

USUI INTERNATIONAL GROUP HEALTH & WELFARE BENEFIT PLAN

ARTICLE I – ESTABLISHMENT

1.1 The Plan. Usui International Corporation maintains the Usui International Group Health & Welfare Benefit Plan to provide welfare plan benefits to its eligible employees. This wrap plan document amends and restates the plan set forth in this document and future amendments and will be known as the Usui International Group Health & Welfare Benefit Plan (the "Plan").

The Plan is maintained for the exclusive benefit of Employees of the Plan Sponsor and related employers that adopt the Plan.

The Plan is intended to satisfy the requirements of the Internal Revenue Code of 1986, as amended ("Code"), and the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

Self-funded group medical, dental and vision benefits provided by the Employer, as well as eligibility provisions and other applicable provisions with respect to such self-funded group medical, dental and vision benefits are detailed in the document titled "Usui Medical, Dental And Vision Benefit Provisions of the Usui International Group Health & Welfare Benefit Plan" ("Group Medical Plan"), which document is incorporated herein by reference.

This document and the incorporated documents constitute the written plan document required by ERISA and the Code.

1.2 Effective Date. The effective date of the amended and restated plan document is April 15, 2019.

1.3 Adopting Employer. The Plan Sponsor may extend this Plan or portions of the Plan to any related entity that qualifies as an Adopting Employer ("Adopting Employer"). The Adopting Employer must agree in writing to participate in the Plan and to be bound by its provisions. The term "Employer" as used herein will refer to the Plan Sponsor and Adopting Employers. The Adopting Employers, if any, are listed in Appendix A.

ARTICLE II – DEFINITIONS AND CONSTRUCTION

2.1 Definitions. The following words or phrases, when used in this Plan, have the following meanings:

(a) Administrator or Plan Administrator: The person or entity appointed by the Plan Sponsor with authority and responsibility to manage and direct the operation

of the Plan. If no such person or entity is appointed, the Plan Administrator will be the Company.

(b) Adopting Employer: Any corporation that is a member of a controlled group of corporations, as defined in Code Section 414(b), of which the Company is a member; any trade or business, whether or not incorporated, under common control, as defined in Code Section 414(c), with the Company; each member of an affiliated service group, as defined in Code Section 414(m), of which the Company is a member; and any other entity required to be aggregated with the Company under Code Section 414(o) that adopts the Plan pursuant to Section 1.3.

(c) Benefit: A benefit provided to any Participant under the Plan.

(d) Children or Child: For purposes of insured benefits only, an Employee's child, as that term is defined in the applicable Policy.

(e) Code: The Internal Revenue Code of 1986, as amended from time to time.

(f) Company: Usui International Corporation.

(g) Effective Date: April 15, 2019.

(h) Eligible Dependent. For purposes of insured benefits, any Dependent of an Employee, as that term is defined in the applicable Policy.

(i) Eligible Employee: An Employee who meets the eligibility requirements of Section 3.2.

(j) Employee: Any person who is: receiving compensation for personal services rendered to the Employer as a common law employee of the Employer, including any self-employed individuals as defined in Code Section 401(c)(1); or on layoff status or an authorized leave of absence from any position with the Employer, and to the extent authorized in the applicable Policy or Group Medical Plan any foreign national Employee of the Company who is currently on assignment in the United States of America if completed at least 30 days of active full-time employment with the Employer. Notwithstanding anything to the contrary, the following individuals are excluded from the definition of Employee for purposes of this Plan: (i) those individuals designated by the Employer as independent contractors as evidenced by the issuance of a Form 1099, regardless of any later recharacterization, (ii) non-resident aliens (within the meaning of Code Section 7701(b)(1)(B)), who receive no earned income (within the meaning of Code Section 911(d)(2)), from the Employer which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)), or receives earned income but it is all exempt from income tax in the United States; (iii) a leased employee within the meaning of Code Section 414(n), and (iv) collectively bargained Employees unless they have specifically bargained to participate in the Plan.

(k) Employer: The Company and any Adopting Employer.

(l) ERISA: The Employee Retirement Income Security Act of 1974, as amended from time to time.

(m) Group Medical Plan. The Usui Medical, Dental And Vision Benefit Provisions of the Usui International Group Health & Welfare Benefit Plan.

(n) Insurer: The insurance company or companies designated by the Plan Sponsor from time to time.

(o) Participant: An Employee who meets the participation requirements of Article III and, in the case of elective benefits, elects to participate.

(p) Plan Sponsor: Usui International Corporation.

(q) Plan Year: August 1 to the following July 31.

(r) Policy: The insurance policy or policies, all as amended, and as from time to time in effect, with respect to Benefits offered under the Plan.

(s) Spouse: An Eligible Employee's legally married spouse, as that term is defined in the applicable Policy or Group Medical Plan.

(t) Third Party Administrator. The entity designated by Plan Sponsor under the Group Medical Plan.

2.2 Construction. Plural pronouns are used throughout the Plan for purposes of simplicity and will be interpreted to include the singular. Where necessary or appropriate to the context, the masculine will include the feminine, the singular will include the plural and the plural will include the singular.

ARTICLE III - ELIGIBILITY, PARTICIPATION, ENROLLMENT, AND BENEFIT ELECTIONS

3.1 Incorporation. The Plan provides a variety of benefits, which are described in the Policies, Summary Plan Descriptions, insurance contracts, insurance certificates, program booklets, and other documents for each benefit. These documents are incorporated into and made a part of this Plan and are called the "incorporated documents" in this Plan. The incorporated documents may be amended at any time in accordance with Article VIII of this Plan.

Self-funded group medical, dental and vision benefits provided by the Employer, as well as eligibility provisions and other applicable provisions with respect to such self-funded group medical, dental and vision benefits are detailed in and subject to the terms of the Group Medical Plan, which document is incorporated herein by reference.

3.2 Eligibility and Participation. Provisions governing eligibility and participation in the Plan are set forth in the incorporated documents.

3.3 Enrollment and Elections. Provisions governing enrollment in the Plan and electing Benefits are set forth in the incorporated documents, as well as in the Code Section 125 cafeteria plan sponsored by the Company (the "Cafeteria Plan").

3.4 Changes in Elections. Elections with respect to pre-tax contributions made under the Cafeteria Plan with respect to Plan benefits are governed by the terms of the Cafeteria Plan, and otherwise by the terms of the applicable Policy.

3.5 Reduction of Certain Elections to Prevent Discrimination. If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any non-discrimination requirement imposed by the Code or any limitations on benefits provided to "key employees" (as defined in Code Section 416(i)(1)), the Plan Administrator will take such action as the Plan Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification of elections by highly compensated Employees and/or "key employees" with or without consent of such Employees under the Plan or the Cafeteria Plan.

3.6 Termination of Participation. Benefits will cease when an Employee's participation in the Plan terminates. Benefits will also cease upon termination of the Plan. Other circumstances result in the termination of benefits, as described in the incorporated documents.

Benefits may be continued in certain circumstances. The terms and conditions in which benefits may be continued during leaves of absence and following termination of employment are set forth in the incorporated documents.

ARTICLE IV – BENEFITS

4.1 Insured Benefits. The Employer has contracted with Insurers to insure certain Benefits as set forth in the Policies. Each Policy is incorporated by reference as a part of the Plan, and coverage will be provided thereunder if properly elected under the Plan and the Cafeteria Plan.

Except to the extent specifically provided in the Plan to the contrary, the terms and provisions of the Policies, including their benefits provisions, claims information and coverage provisions, will determine the Benefit to which Participants will be entitled if coverage has been properly elected thereunder. A Participant will make application and submit such evidence of insurability or coverage as may be required by the Insurer, as applicable.

Regardless of whose fault it may be, no right will accrue to anyone whether against the Employer, the Plan Administrator or the Insurer because of any delay in having a Policy actually issued, paid or placed in force.

4.2 Self-funded Benefits. The Company provides group medical, dental and vision benefits in accordance with the terms of the Group Medical Plan, as such plan may be amended from time to time.

ARTICLE V – FUNDING AND CONTRIBUTIONS

5.1 Funding. The Plan is funded by contributions made by the Employer and employees, where applicable, in such amount to be determined by the Employer. Benefits are funded from the general assets of the Employer or, alternatively, through the direct payment of insurance premiums to an insurer from the general assets of the Employer. There is no trust or other separately maintained fund for accumulation of Plan assets or from which benefits are paid.

5.2 Participant Contributions. The Employer will establish the cost required of each Participant for each of the Benefits offered under the Plan. The cost will be determined by the Employer from time to time and communicated to Participants in enrollment materials or through any other means reasonably expected to convey the Participant contribution information to the Plan Participant. The Employer may change the contributions required of Participants at any time by notifying the Participants of the change.

5.3 Employer Contributions. The Employer will make the benefit and premium payments and pay the administrative expenses of the Plan to the extent these payments and expenses exceed Participant contributions required under the Plan and/or the Cafeteria Plan.

ARTICLE VI – ADMINISTRATION

6.1 Plan Sponsor and Plan Administrator. The Company is the Plan Sponsor and Plan Administrator.

6.2 Plan Administration.

(a) Subject to Section 6.2(b), the Plan Administrator has the sole and discretionary authority and responsibility to determine the status and rights of Participants, to construe and interpret Plan terms, and to make final and binding determinations as to eligibility and benefits. The Plan Administrator may allocate and delegate any of these administrative duties among one or more persons or entities, provided that such allocation or delegation is in writing, expressly identifies the persons or entities, and expressly describes the nature and scope of the delegated responsibilities.

The Plan Administrator (or such person or entity as it may designate) will have such powers and duties as may be necessary to discharge its functions under the Plan, including, but not limited to the following:

(1) Rules: to promulgate uniform rules and regulations whenever in the opinion of the Plan Administrator such rules and regulations are required by the terms of the Plan or would facilitate the effective operation of the Plan;

(2) Annual Reports: to prepare, furnish, and file such annual reports with respect to the administration of the Plan as are required by law or as are reasonable and appropriate;

(3) Appointments: to appoint any fiduciaries, and to fix their compensation, if any, and exercise general supervisory authority over them.

(4) Plan Benefits: to establish eligibility requirements for employees and dependents, to determine Employer and Participant contributions to the Plan, to establish benefits which will be payable to any Participant or other person in accordance with the terms of the Plan and the person to whom such benefits will be paid, and any charges, deductibles, maximum benefits, and all other amounts payable under the Plan;

(5) Construction: to interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan, and to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

(6) Forms: to require Participants (i) to complete and file with it such forms as the Employer finds necessary or desirable for the administration of the Plan, and (ii) to furnish all pertinent information requested by the Employer;

(7) Procedures: to prescribe procedures to be followed by Participants in electing benefits and filing claims for benefits;

(8) Information: to prepare and distribute, in such manner as the Employer determines to be appropriate, information explaining the Plan, and to receive from Participants such information as will be necessary for the proper administration of the Plan;

(9) Insurers: to appoint and remove insurance carriers;

(10) Third Party Administrators: to appoint and remove third party administrators to perform certain responsibilities of the Employer and to enter into or change any agreements with the Third Party Administrator; and

(11) Records: to prepare, receive, review, and keep on file (as it deems convenient and proper) records of benefit payments and disbursements for expenses.

(b) Notwithstanding the foregoing, the Insurers have complete discretion to interpret and administer the provisions of their respective Policies and the Third Party

Administrator shall have complete discretion to interpret and administer the provisions of the Group Medical Plan, in accordance with the terms of that plan. The Insurers and the Third Party Administrator are responsible for (a) determining eligibility for and the amount of any benefits payable under the respective Policies and the Group Medical Plan, and (b) prescribing claims procedures to be followed and the claims forms to be used by Participants.

6.3 Fiduciaries. The Plan Administrator will be a "named fiduciary" of this Plan. The Plan Administrator has only those duties, responsibilities, and obligations (referred to collectively as "fiduciary duties") as specifically are given it under the Plan, or as otherwise are imposed by applicable law. The Plan Administrator will be deemed to have properly exercised such fiduciary authority unless it has abused its authority by acting arbitrarily and capriciously. In the exercise of discretionary authority and discretionary responsibility in the administration of the Plan, the Plan Administrator will have the broadest possible discretion in the interpretation of the Plan, which interpretation will be binding on all persons. The Plan Administrator may delegate its fiduciary duties under the Plan to other Plan fiduciaries.

Certain benefits are provided under Policies issued to the Company by various Insurers. These Insurers are the named fiduciaries with respect to the claims administration of their respective benefits. The Plan Administrator has delegated to the Insurers discretionary authority to determine eligibility for benefits and the amount of benefits due, to construe the terms of the contract and generally to do all other things needed to administer the contracts.

6.4 Delegation to Officers or Employees. The Plan Administrator has the power to delegate its fiduciary duties under the Plan or under any benefit available under the Plan to officers and/or employees of the Employer and to other persons, all of whom, if employees of the Employer, will serve without compensation other than their regular remuneration from the Employer.

6.5 Indemnification. The Employer will indemnify any employees of the Employer who are deemed fiduciaries under ERISA and hold them harmless, against any and all liabilities, including legal fees and expenses, arising out of any act or omission made or suffered in good faith pursuant to the provisions of the Plan, or arising out of any failure to discharge a fiduciary duty imposed by ERISA other than a willful failure to discharge an obligation of which the person was aware.

6.6 Employment of Advisers. The Plan Administrator will have the authority to employ such legal, accounting, and financial counsel and advisers as it will deem necessary in connection with the performance of its duties under the Plan, and to act in accordance with the advice of such counsel and advisers.

6.7 Fees and Expenses. All expenses incurred in the operation and administration of the Plan, including the fees and expenses of counsel and other advisors and the compensation, if any, of the fiduciaries, agents, and administrators will be paid or

reimbursed by the Employer unless the Plan Administrator determines that such fees and expenses will be paid in whole or in part by the Plan or by Participants.

6.8 Rules and Decisions. The Plan Administrator may adopt such rules as it deems necessary, desirable or appropriate. All rules and decisions of the Plan Administrator will be uniformly applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator will be entitled to rely upon its interpretation of the terms of the Plan and information furnished by a Participant or beneficiary and the legal counsel of the Plan Administrator.

6.9 Appointment of Committee. The Plan Sponsor may appoint a committee to assist in the administration of the Plan. The committee will consist of as many persons as may be appointed by the Plan Sponsor and will serve at the pleasure of the Plan Sponsor. All usual and reasonable expenses of the committee will be paid by the Plan Sponsor.

6.10 Examination of Records. The Plan Administrator will make available to each Participant such of its records under the Plan as pertain to him or her, for examination at reasonable times during normal business hours.

6.11 Facility of Payment. Payment of Plan benefits may be made on behalf of any person, including payment to an organization that has made payment to the person, when deemed expedient by the plan administrator to satisfy the intent of the Plan, and payment so made will discharge the liability of the Plan.

ARTICLE VII – CLAIM AND APPEAL PROCEDURES

7.1 Insured and Self-funded Benefits. The procedures for submission of a claim with respect to a given insured benefit under a Policy, including a rescission, and obtaining review of a denied claim under the Policy will be governed by the Policy and any other procedures implemented from time to time by the Insurer, as applicable. The procedures for submission of a claim with respect to a given self-funded benefit, including a rescission, and obtaining review of a denied claim under will be governed by the applicable ASC or Benefits Booklet issued by the Third Party Administrator and any other procedures implemented from time to time by the Third Party Administrator, as applicable. Notwithstanding anything to the contrary herein, all such procedures will be in accordance with all applicable laws.

7.2 Non-Benefit Claims.

(a) Non-Benefit Claims. The Plan Administrator will determine all non-benefit claims (i.e., eligibility, etc.). An individual may submit a written non-benefit claim to the Plan Administrator, stating the individual's name, the specific basis for their non-benefit claim, and any other additional information they wish to submit.

The Plan Administrator, upon receipt of a non-benefit claim, will make a determination and will provide written notification of its determination to the individual within 30 days after receipt of the individual's non-benefit claim. This period may be extended one time by the Plan Administrator, provided the Plan Administrator both (i) determines that such an extension is necessary due to matters beyond the control of the Plan, and (ii) notifies the claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

If such an extension is necessary due to a failure of the claimant to submit the information necessary to decide the non-benefit claim, the notice of extension will specifically describe the required information, and the claimant will be afforded at least 45 days from receipt of the notice within which to provide such information.

(b) Manner and Content of Notification of Non-Benefit Claim Determination. The Plan Administrator will provide a claimant with written notification of an adverse determination. The notification will set forth the (i) specific reason or reasons for the adverse determination; (ii) reference to the specific Plan provisions on which the determination is based; (iii) a description of any additional material or information necessary for the claimant to perfect his or her claim, if any, and an explanation as to why such material or information is necessary; (iv) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review; and (v) any internal rules, guidelines, protocols or other similar criterion on which the Plan Administrator relied in making its determination.

(c) Appeal of Adverse Non-Benefit Claim Determination. A claimant may appeal an adverse determination. To do so, such claimant must submit, within 180 days following receipt of the Plan Administrator's adverse determination, a written request for review to the Plan Administrator stating the specific basis of such request, and any additional materials the claimant wishes to submit. In connection with the claimant's request for review, the claimant may request in writing copies of all documents, records, and other information upon which the Plan Administrator relied in making its determination. The Plan Administrator will provide all such documents to the claimant free of charge.

The Plan Administrator will take into account all documents, records and other information submitted by the claimant, without regard to whether such information was submitted or considered in the initial determination.

(d) Timing and Notification of Non-Benefit Claim on Review. The Plan Administrator will notify a claimant of the Plan's non-benefit claim determination on review within 30 days after receipt by the Plan of the claimant's request for review.

(e) Manner and Content of Notification of Non-Benefit Claim Determination on Review. The Plan Administrator will provide a claimant with written notification of the Plan's determination on review. In the case of an adverse determination, such notification will set forth: (i) the specific reasons for the adverse determination; (ii) the specific Plan provisions on which the benefit determination is based; (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, documents, documents and records and other information relevant to the claim; (iv) a statement that the claimant has a right to bring an action ERISA Section 502(a); and (v) a description of any internal rule, guideline, protocol, or other similar criterion, upon which the Plan Administrator relied in making its determination.

7.3 Claims for Benefits. All claims for Benefits under the Plan must be filed within the timeline specified in the applicable Policy; if no such timeline is specified, within twelve months after the claim was incurred. All claims for Benefits under the Group Medical Plan must be filed within the timeline specified in the applicable ASC or Benefits Booklet; if no such timeline is specified, within two years after the claim was incurred.

7.4 Finality of Decision. All determinations of the Plan Administrator, the Insurer and the Third Party Administrator, to the extent authority has been delegated to it, will be final and binding.

7.5 Limitation on Court Action. Any suit brought to contest or set aside a decision of the Plan Administrator or its delegate must be filed in a court of competent jurisdiction within the timeline specified in the applicable Policy or applicable ASC or Benefits Booklet; if no such timeline is specified, within one year from the date of receipt of the Insurer's, the Third Party Administrator's or Plan Administrator's final decision.

ARTICLE VIII – AMENDMENT AND TERMINATION

8.1 Amendment. The Plan Sponsor may at any time amend any or all of the provisions of the Plan in a written document that expressly provides that it is an amendment to the Plan. The amendment must be approved by the Plan Sponsor's Board of Directors or any committee or individual authorized by the Board of Directors to approve such amendments, or the Treasurer of the Plan Sponsor. The amendment may apply prospectively or retroactively as permitted by law and the effective date of the amendment will be stated in the document.

8.2 Termination. The Plan Sponsor may terminate the Plan at any time. Benefits incurred prior to the date of termination will be paid as soon as administratively possible after the termination date.

8.3 Adopting Employers Termination of Participation. An Adopting Employer may terminate its participation in the Plan at any time by written notice to the Plan Sponsor. The Plan Sponsor may, in its absolute discretion, terminate any Employer's participation at any time.

ARTICLE IX – NONALIENATION OF BENEFITS

9.1 Nonalienation of Benefits. No interest, right, or claim in or to any part of or all of any benefit payable from the Plan will be assignable, transferable, or subject to sale, assignment, hypothecation, anticipation, garnishment, attachment, execution, or levy of any kind and the Plan Administrator will not recognize any attempt to so transfer, assign, sell, hypothecate, or anticipate the same except to the extent required by law, and any attempt to do so in violation of this provision will be void.

ARTICLE X – COORDINATION OF BENEFITS AND OVERPAYMENTS

10.1 Coordination of Benefits. Benefits and the coordination of benefit rules with regard to such Benefits under this Plan and other plans, including coordination of benefits relating to motor vehicle insurance and Medicare, will be governed in accordance with the terms of the applicable Policy or Group Medical Plan.

10.2 Overpayment. In accordance with and subject to the terms of the applicable Policy or Group Medical Plan, an overpayment occurs if the Plan pays an amount not payable under the Plan, if the Plan pays an expense more than once, or if an expense or benefit is paid by both the Plan and a third party. An expense or benefit is considered paid if it is paid to the Participant or another party on the Participant's behalf. If an overpayment is made by the Plan, the Plan has the right to recover the overpayment from the Participant or the third party, if applicable. If the Plan is not recovered from the Participant or the third party, if applicable, the Plan will deduct the amount of overpayment from further Benefits with respect to the Participant or the Participants Eligible Dependents, or from the Participant's wages, if applicable. The Plan's right to recover an overpayment does not affect any other right of recovery the Plan may have with respect to such overpayment.

ARTICLE XI – MISCELLANEOUS

11.1 Exclusive Benefit. The assets of the Plan, if any, will not be diverted to or used by the Employer for purposes other than the exclusive benefit of Participants and beneficiaries, except to pay the administrative expenses of the Plan.

11.2 Status of Participants. No Participant will have any right or claim to any benefits under the Plan except in accordance with the provisions of the Plan. The adoption of the Plan will not be construed as creating any contract of employment between the Employer and any Participant or to otherwise confer upon any Participant or other person any legal right to continuation of employment, or as limiting or qualifying the right of the Employer to discharge any Participant without regard to any effect the discharge might have upon the Participant's rights under the Plan. Except for the right to receive a benefit

for claims incurred under the terms of the Plan, no Participant will have any right, title or interest to any benefits or to any of the assets of the Employer because of the Plan.

11.3 No Enlargement of Benefits. This plan document describes the benefit programs provided to Employees of the Employer. These benefit programs are described in detail in booklets prepared by Insurers and Third Party Administrators administering claims for benefits and booklets, certificates of insurance and insurance policies prepared by insurance companies providing benefits. This plan document will not enlarge or modify any benefits described in these booklets, certificates or policies of insurance. In the event there is a conflict between the terms of the applicable Policy or Group Medical Plan and the Plan, the terms of the applicable Policy or Group Medical Plan will govern.

11.4 No Interest in Employer Affairs. Nothing contained in this Plan will be construed as giving any Participant, employee, or beneficiary an equity or other interest in the assets, business, or affairs of the Employer or the right to examine any of the books and records of the Employer. The rights of Participants are limited to the right to receive payment of benefits when due.

11.5 Governing Law. This Plan will be interpreted and enforced in accordance with ERISA, the Code, or other applicable federal law, and the laws of the State of Michigan to the extent that state law may be applicable.

It is intended that this Plan meet all applicable requirements of the Code and ERISA and of all regulations issued thereunder. This Plan will be construed, operated and administered accordingly, and in the event of any conflict between any part, clause or provision of this plan and the Code and/or ERISA, the provisions of the Code and ERISA will be deemed controlling, and any conflicting part, clause or provision of this Plan will be deemed superseded to the extent of the conflict.

11.6 Tax Effects. Neither the Plan nor the Employer makes any representations or warranties regarding Federal, State, local or other tax treatment of benefits provided pursuant to the Plan and a Participant will have no rights against the Employer or the Plan if any tax consequences contemplated by any Participant are not achieved.

11.7 Severability of Provisions. If any provision of the Plan is declared void and unenforceable, the other provisions may be severed and will not be affected and to the extent that the Plan will ever be in conflict with, or silent with respect to, the requirements of any other law or regulation, the provisions of the law or regulation will govern. In the administration of the Plan, the Plan Administrator may avail itself of any permissive provisions of any applicable law or regulation that are not contrary to the provisions of this Plan.

11.8 Construction and Interpretation. The Plan will be interpreted to maintain the tax qualification and tax benefits for the Employer and Plan Participants and to be consistent with the express purpose and intention of the Plan.

11.9 Entire Agreement. The Plan and the incorporated documents constitute the entire agreement.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed this 19th day of June, 2019.

Usui International Corporation

By: T. Suiy

Its: Treasurer

APPENDIX A

ADOPTING EMPLOYERS

None