JOHNSON & JOHNSON SAVINGS PLAN

PLAN DETAILS

APPLIES TO:

- **NON-UNION EMPLOYEES**
- **FULL-TIME EMPLOYEES OF MCNEIL PPC, INC., LITITZ, PA, REPRESENTED BY THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION AND ITS LOCAL 670**

SUMMARY PLAN DESCRIPTION AND PROSPECTUS

January 2019

Quick Reference Guide

Am I eligible for this Plan?

Generally, US union and non-union employees of participating employers are eligible for this Plan. Employees based in Puerto Rico and certain other employees are not eligible.

How does this Plan benefit me?

You are eligible to contribute 3% to 50% of eligible pay as Pre-tax, Roth or Post-tax Contributions.

The company contributes $0.75 for each $1.00 you contribute, up to 6% of eligible pay. Eligible pay includes base salary and 50% of sales commissions. These matching contributions are subject to eligibility or vesting conditions, depending on your date of hire. These are described in more detail below.

Earnings on your investments are not taxed while the money remains in your account.

When can I withdraw money from my account?

After you terminate employment, you can withdraw the vested portion of your account. While the Savings Plan is designed to support the accumulation of retirement assets, the plan does allow for withdrawals due to financial hardship or borrowing against your vested account balance prior to retirement.

What do I need to do now?

Savings Plan participation is voluntary, but subject to an automatic enrollment rule and periodic automatic enrollment initiatives. You can enroll, or choose not to participate, by logging into *For Your Benefit*™ or by calling the Benefit Service Center. If you do not take action within your first 30 days of employment, you will be automatically enrolled.

What happens if I…

Leave the Company before early retirement age?

After leaving the company, you can leave your money in the Plan, take a distribution of your vested account balance, or roll your vested account balance over to an IRA or another qualified retirement plan.

Die before receiving my Savings Plan balance?

Your vested balance will belong to your beneficiaries (if you die while actively employed, your balance will become fully vested).

Become disabled?

Contributions can continue while you are on Short Term Disability, but not during Long Term Disability. Once on Long Term Disability you may take a total or partial distribution of your vested account balance.

What else do I need to know?

Detailed information is provided in this Summary Plan Description. For answers to questions not answered in this Summary Plan Description, please contact the Benefit Service Center. The contact information for the Benefit Service Center is provided in Section 2 (Benefit Service Center) below.

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1. INTRODUCTION

The Johnson & Johnson Savings Plan (also called the "Savings Plan" or the "Plan") offers you a unique opportunity to save for retirement. Together with Social Security and your J&J pension benefits, your savings in this Plan can play a major role in providing the retirement income you will need.

The advantages of the Savings Plan include a 75% company matching contribution (the "Company Match" or "Company Matching Contribution"), deferral of current federal income taxes on pre-tax contributions and Company Matching Contributions, the ability to make Roth contributions and non-Roth post-tax Contributions, convenient automatic payroll deductions, the ability to diversify your savings among a wide variety of investment funds, and the availability of favorable tax treatment on investment earnings.

The following information describes the J&J Savings Plan. You are encouraged to read it carefully, and to refer to it as needed.

The information presented in this summary plan description ("SPD") is not a promise of benefits now or in the future, and does not in any way constitute an agreement of employment. If the information in this SPD differs from the official Savings Plan document, the Plan document will govern in all cases.

This SPD (in its entirety) constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended (the "Securities Act"). It supersedes all prior prospectus documents for the Savings Plan*.* The date of this prospectus is January 1, 2019. Although this SPD constitutes part of the prospectus, the other documents that make up the prospectus are not part of this SPD.

WHO IS ELIGIBLE?

The following individuals are eligible to participate in the Plan:

- Full-time salaried employees and certain hourly, part-time, and temporary employees who are employed primarily in the United States by participating Johnson & Johnson companies (the "Company"); and
- U.S. citizens or resident aliens included on U.S. payrolls but working as global assignees outside the U.S.

For a description of participating Johnson & Johnson companies, see *Participating Employers* under Section 12 (General Plan Information), below.

You are not eligible to participate in the Plan:

- If you are not classified by the Company as a common law employee, even if you are later determined to have been a common law employee of the Company;
- If you are hired through a third-party agency, paid by a third party, or otherwise classified by the Company as a leased employee or in a similar special category;
- If you are an intern or a cooperative employee; or

- If you are based in Puerto Rico.

If you are an eligible employee at a participating J&J company, there is no service requirement in order to begin making contributions to the Savings Plan. If you were hired before March 1, 2017, there was a one-year service requirement before you were eligible to receive the Company Match. If you were hired on or after March 1, 2017, you are immediately eligible to receive the Company Match (but you are subject to the vesting conditions described below with respect to the Company Match).

Your Contributions

You decide how much you want to contribute to the Savings Plan, from a minimum of 3% up to a maximum of 50% of eligible pay (which includes salary plus 50% of paid, eligible sales commissions, subject to certain limits). Your contributions can be pre-tax, Roth, post-tax or a combination of all three. You also decide where you want your contributions invested from a broad range of investment funds.

The first 6% of eligible pay that you contribute to the Plan is eligible for the Company Match, subject to the eligibility or vesting conditions described below.

Company Match

The Company Match -- or the Company Matching Contribution -- gives you an immediate 75% return on your investment in the Plan every time you contribute from 3% to 6% of your eligible pay. For each eligible dollar that you contribute, the Company contributes 75¢. If you were hired (or rehired) on or after March 1, 2017, you are eligible to receive the Company Match as soon as you begin contributing to the Plan. If you were hired before March 1, 2017, you were eligible to receive the Company Match after completing one year of service. Please see the description of vesting conditions applicable to the Company Match below and in Section 5 (Vesting).

Vesting: Your Rights To The Money In Your Account

If you were hired before March 1, 2017, you are always 100% vested in your entire Savings Plan account, including the portion attributable to Company Matching Contributions and any related earnings. In other words, your Savings Plan account is not subject to forfeiture if you terminate employment.

If you were hired on or after March 1, 2017, all of your Savings Plan account other than the portion attributable to Company Matching Contributions is always 100% vested. You will become vested in your Company Matching Contributions and associated earnings after you have completed a three-year period of service. You will become vested prior to the end of this three-year period of service if, while employed by the Johnson & Johnson Controlled Group, you die, become disabled (as defined in the Savings Plan), or reach age 55.

If your Company Matching Contributions and associated earnings are not vested when your employment ends, they will be forfeited unless you return to employment before (1) taking a total distribution of your vested account balance and (2) incurring a break in service. A “break in service” means a period of at least five years in which you are not employed by the Johnson & Johnson Controlled Group. If you return to employment before incurring a break in service, but after taking a total distribution of your vested account balance, the non-vested portion of your Company Matching Contributions will be restored to your account (without interest or earnings following the date of distribution of the vested portion of your account).

If you were originally hired prior to March 1, 2017, and then were rehired on or after that date, please refer to Section 5 (Vesting) below for a description of how these rules apply to you.

The value of your account is always based on your account's investment performance.

What Counts As Service?

Your years and months of employment with the Johnson & Johnson Controlled Group, starting on your date of hire, count as service for vesting in the Company Match. The following also count as service:

- Previous employment with the Johnson & Johnson Controlled Group;
- An approved absence of less than one year;
- The entire period of an approved absence of longer than one year, after which you immediately return to work;
- Certain full-time service in a non-professional capacity as a leased employee with the Johnson & Johnson Controlled Group;
- The first year of an approved absence longer than one year, after which you do not return to work; and
- If you terminate employment with the Johnson & Johnson Controlled Group and are rehired within 12 months, the period from your termination until your rehire date.
- A year of service equals 12 full months of service. Partial months are added together: 30 days counts as a month.

Approved Absences

An approved absence is an authorized leave of absence that is approved by a Johnson & Johnson company, such as: family or medical leave; personal leave (paid or unpaid); short or long-term disability; or military service, but only if the military service starts immediately after you leave a Johnson & Johnson company and you return to a Johnson & Johnson company after discharge within the time period allowed by law.

Enrolling/Automatic Enrollment

To enroll in the Savings Plan, go to the *For Your Benefit*™ website (you will need your User ID and Password). Go to Pension & 401(k) Savings tab, and follow the easy enrollment steps. You also can enroll by calling the Benefit Service Center. Payroll deductions will start in the first available pay period after you submit your enrollment elections.

If you do not take action to enroll or decline your enrollment in the Savings Plan within your first 30 days of employment, you will be enrolled by Automatic Enrollment.

AUTOMATIC ENROLLMENT

Thirty days after your date of hire, if you have not submitted your enrollment elections or declined your enrollment to the Benefit Service Center (either via *For Your Benefit*™ or by calling the Benefit Service Center), you will be automatically enrolled for pre-tax employee contributions equal to 6% of your eligible pay. These contributions will be invested in the Balanced Fund, unless you make an investment election. As with the other funds in the Plan, you may change your investment selection from the Balanced Fund to one of the other investment funds available under the Plan at any time.

The Plan Administrator retains the right to change your deferral rate if, after receiving notice of the change, you do not affirmatively make a deferral election (including an election to defer 0%) or reaffirm a prior election.

You can increase contributions and/or change the investment fund designation at any time. You can also stop your contributions to the Plan (by electing 0% contributions). However, contributions already made to the Plan cannot be refunded to you while you are still employed by a J&J company, except as described under Withdrawals from Your Account.

NAMING A BENEFICIARY

An important step in enrolling in the Plan is naming a beneficiary — the individual or legal entity who will receive the vested amounts in your Savings Plan account in the event of your death (if you die while actively employed, your account will become fully vested). If you are married and you name a beneficiary other than, or in addition to, your spouse, your spouse must sign a consent form, and your spouse's signature must be notarized.

If you named your spouse as your beneficiary and you divorce, your spouse will continue to be your beneficiary after the divorce until you name a new beneficiary. If you did not name your spouse as your beneficiary and you divorce, your beneficiary after the divorce will be the Plan's default beneficiary, as described under Payment of Your Account. If you marry (whether after a divorce or for the first time), any previous beneficiary designation you made will no longer be valid. By law, your new spouse will automatically be your beneficiary, unless your new spouse consents in a written notarized document to your designation of someone else.

Subject to the spousal consent requirements described above, you may (1) name multiple beneficiaries, and (2) change your beneficiary(ies) at any time through *For Your Benefit*™.

If you do not name a beneficiary, upon your death, your account will be paid to the Plan's default beneficiary, as described under Payment of Your Account.

YOUR ENROLLMENT DECISIONS

How much may I save? You can save up to a maximum of 50% of your eligible pay (which includes 50% of sales commissions). On the other hand, you can save as little as 3%. And, you can save any amount (in 1% increments) in between. It is up to you.

What type of contributions may I make? You can make pre-tax contributions, Roth contributions, post-tax contributions, or a combination of all three. Read about the advantages and potential downsides of each under Pre-Tax Contributions, Roth Contributions and Post-Tax Contributions.

How may I allocate contributions among the investment options? The plan has a number of investment options in different asset classes. Your investment allocation is a personal decision that will depend on a range of factors, such as time until retirement, risk tolerance, diversification, and your individual circumstances. See *Investment Choices* in Section 6 (The Investment Funds), below.

Who will receive my account balance should I die? If you are married, your spouse is automatically your beneficiary. You may, however, name someone other than, or in addition to, your spouse, provided you obtain your spouse's written, notarized consent. If you are not married, you may name anyone as your beneficiary. See *Payment To Your Beneficiary* in Section 10 (Payment of Your Account), below.

EMPLOYMENT STATUS CHANGES

REHIRED EMPLOYEES

If you leave the Company and are rehired, you may re-enroll effective immediately upon your rehire with the Company.

TRANSFERRED EMPLOYEES

Your service and Plan participation are not affected if you transfer from a covered position at one participating J&J company to a covered position at another J&J company that participates in the Plan.

If you change to an employment status not covered by the Plan, your participation in the Plan will continue, but you will not be able to make additional contributions.

If you transfer to an entity in the Johnson & Johnson Controlled Group not covered by the Plan, you will continue to earn service credit for vesting purposes, but you will not be able to make contributions to the Savings Plan or receive the Company Match unless and until you return to a position at a participating employer.

URGENT FINANCIAL NEEDS

The Plan is designed for your long-term retirement income needs. However, along the way to retirement, you may have certain financial needs, such as buying a home or paying tuition for your children's education. The Plan offers loans for you to address these types of financial needs. See *Loan Program* under Section 9 (Loans and In-Service Withdrawals) for details. To the extent that a Savings Plan loan is unavailable or will not fully satisfy your financial need, the Plan also allows withdrawals for certain financial hardships. However, you should be aware that there are tax consequences and restrictions, such as suspension of contributions and Company Match. See *Hardship Withdrawal* under Section 9 (Loans and In-Service Withdrawals), below.

2. BENEFIT SERVICE CENTER

The Benefit Service Center is responsible for the day-to-day administration of the Savings Plan. Contact the Center (see chart below) to enroll in the Plan, get account balances and fund performance, execute transactions and get general and personalized Plan information.

BENEFIT SERVICE CENTER	
INTERNET SITE	*For Your Benefit*™ at http://fyb.jnj.com (current employees) or http://digital.alight.com/jnjbsc (former and retired employees) (note that the URL is case sensitive)
BY PHONE	(800) 565-0122 (toll-free) Automated information available 24 hours/day, including account balance and general information, with no transactional capabilities Benefit Service Representatives available 9:00-5:00 Eastern time, Monday through Friday TDD: Please call your local relay service Calling from outside the U.S. or Canada +1 (847) 883-0796 (not toll-free)
MAILING ADDRESS	Johnson & Johnson Benefit Service Center P.O. Box 661103 Dallas, TX 75266

3. HOW MUCH YOU CAN CONTRIBUTE

You can contribute from a minimum of 3% up to a maximum of 50% of your eligible pay to the Savings Plan. Your contributions can be either pre-tax, Roth, post-tax or a combination of all three, and will be automatically deducted from your pay and credited to your Savings Plan account. All contributions are made in 1% increments of eligible pay (e.g., you cannot contribute 5½%). Government limitations (described below) may affect the actual amount that you can contribute. Both you and the Company contribute to the Savings Plan. Some of your contributions will be matched (subject to applicable vesting requirements), as described below.

ELIGIBLE PAY

Your eligible pay is your rate of pay for the regular workweek before deductions and taxes are withheld.

For sales representatives and sales managers, eligible pay also includes 50% of paid, eligible sales commissions. For this purpose, eligible sales commissions are payments designated by the Company as commissions under a Company-established sales incentive compensation program based on sales results versus forecast; eligible sales commissions are not recognized for purposes of the Savings Plan until they have been paid to you. For example, if you earn $1,000 in sales commissions in October 2019 and the $1,000 will be paid to you in January 2020, the Savings Plan will consider $500 of the commissions as eligible pay in January 2020. If you do not receive a base salary other than a draw against commissions, all of your compensation is subject to the 50% limit.

Eligible pay does not include overtime, bonuses, incentive or piecework earnings, sales commissions (other than those described above) and other forms of incentive or extra compensation.

COMPANY MATCH

If you were hired on or after March 1, 2017, you are immediately eligible for the Company Match. Your Company Matching Contributions will be vested after you complete a three-year period of service (see Section 5 (Vesting) for additional details) or if you die, become disabled (as defined in the Savings Plan), or reach age 55, in each case while employed by the Johnson & Johnson Controlled Group. Any contributions you make over 6% of eligible pay are not eligible for the Company Match.

For additional information (including rules applicable if you were rehired on or after March 1, 2017), see Section 4 (Company Match) and Section 5 (Vesting), below.

GOVERNMENT LIMITATIONS

Federal tax laws limit the amount an employer and a participant may contribute to plans such as the Savings Plan for any Plan Year. For 2019, the total limit on allocations to your account (your contributions and the Company Match, combined) is $56,000. Contributions to all defined contribution plans sponsored by J&J companies, or by any company in which Johnson & Johnson's ownership interest is more than 50%, count toward this limit.

Federal tax laws also limit the amount that may be treated as eligible pay for any Plan Year. For 2019, the limit is $280,000.

Federal tax laws limit the combined amount of pre-tax and Roth money a participant may contribute each year. This limit for 2019 is $19,000. When your Savings Plan contributions reach this limit, payroll will automatically convert your contributions to post-tax so that you will continue to receive the Company Match on the first 6% of eligible pay (until you reach the compensation limit). If you participate in more than one plan during a year--for example, because you work for more than one employer--it is your responsibility to ensure that your combined pre-tax and Roth contributions do not exceed this limit.

The limits on contributions and eligible pay are indexed for inflation.

Federal tax laws may further limit the combined pre-tax and Roth contributions of certain highly compensated individuals. If you are affected, you will be notified.

Do Not Miss Out On The Company Match

To take full advantage of the Company Match, make sure your contribution percentage is 6% or higher in each pay period of the year. If you contribute less than 6% of eligible pay in any pay period, you will not be taking full advantage of the Company Match, which gives you an additional 75 cents on each $1 of your contributions up to 6% of eligible pay (subject to applicable vesting conditions).

When You Get A Raise

Consider increasing your contributions the next time you get a raise. You can add more to your savings without impacting the amount you are used to taking home in your paycheck. You may also elect Automatic Escalation (see *Automatic Escalation* in this section, below), which will automatically increase your contribution percentage each March, when annual salary increases are granted.

To maximize the Company Match, be sure you are able to contribute 6% of your eligible pay for each period, within the legal limits on annual contributions. For example, suppose that 6% of your eligible pay each period is $600. If you contribute $600 for each period, you will receive a Company Match of $450 (75% of $600) for each period. In contrast, if you contribute $1,200 in one period and $0 in the next period, you will receive a Company Match of the same $450 for the first period and $0 for the second period.

Pre-Tax Contributions

Pre-tax contributions to the Savings Plan are deducted from your paycheck before federal income taxes are withheld. This means that your pre-tax contributions reduce your pay for federal income taxes as well as for most state and local taxes. You will not have to pay taxes on these contributions (or the Company Match), or on any investment earnings, while they remain in the Plan.

Your Social Security and Medicare benefits at retirement will not be affected by your participation in this Plan. The amount of Social Security and Medicare (FICA) tax deducted from your pay remains the same whether or not you make pre-tax contributions.

What Is The Advantage Of Pre-Tax Contributions?

The basic advantage of pre-tax contributions is that your contributions go directly into your account before federal income taxes (and most state taxes) are withheld. You postpone (or defer) paying income taxes until the money comes out of the Plan.

Another way of looking at it: instead of paying money to the government in taxes now, you can contribute more to your Savings Plan account and have the money working for you.

Pre-tax contributions increase your available income (net pay) when compared to saving the same amount with post-tax dollars. The following example illustrates how.

HOW YOU PAY LESS CURRENT TAX BY SAVING PRE-TAX

	POST-TAX OR ROTH CONTRIBUTIONS	PRE-TAX CONTRIBUTION
Eligible pay (annual)	$ 50,000	$ 50,000
Savings Plan Contribution (6%)	3,000	3,000
Taxable income	$ 50,000	$ 47,000
FICA tax	3,825	3,825
Federal income tax	4,370	4,010
Available income after contributing to the Savings Plan	$ 38,805	$ 39,165
CURRENT TAX SAVINGS BY MAKING PRE-TAX CONTRIBUTIONS		**$360**

In this example, you save $360 in federal income taxes in the current year by electing pre-tax versus post-tax or Roth contributions. This is money available to you, either to spend, to reinvest in the Savings Plan by increasing your contribution rate, or to invest outside of the Savings Plan. Your $3,000 contribution to the Savings Plan will not be subject to federal income tax until it is paid out to you from the Plan.

This example is based on 2019 federal single taxpayer rates, assuming a $12,000 standard deduction. It does not include state and local taxes. Most states do not include pre-tax contributions in taxable income, which could further increase your current tax savings. Your actual tax savings will depend on your total family income, your tax bracket, how much money you contribute, and the tax rates in effect at the time of contribution.

IS THERE ANY DOWNSIDE TO PRE-TAX CONTRIBUTIONS?

Because pre-tax contributions are designed to be a retirement benefit, you have limited access to this money while it is in the Plan. In fact, prior to your leaving or retiring from the Company, this money is available for withdrawal *only* for an approved financial hardship or disability. Also, if you withdraw pre-tax contributions and are under 59½ years of age (other than following a separation from service with the Company during or after the calendar year in which you reach age 55 or due to death or permanent disability), you may be subject to an additional 10% tax--referred to in this document as the 10% early withdrawal tax. You may, however, borrow pre-tax contributions without paying the 10% early withdrawal tax by taking a Savings Plan loan (see Section 9 (Loans and In-Service Withdrawals), below, for additional information).

Also, if the tax rate you pay in the future when you withdraw your money is higher than today, you will pay taxes at the higher rate. If you expect that might happen, Roth contributions could be a more tax-efficient approach.

Roth Contributions

Roth contributions to the Savings Plan are deducted from your paycheck after federal income taxes are withheld. However, investment earnings are not taxed while they remain in the Plan, and if you receive a qualified distribution, your distribution (contributions and investment returns) will be exempt from federal income tax altogether. A qualified distribution is one that is made (1) after you reach age 59½ or become disabled (as defined by law) and (2) after at least four full calendar years have elapsed since the calendar year in which you made your first Roth contribution. (Because the time since your first Roth contribution must include four full calendar years plus the year of your first Roth contribution, the period is sometimes called a five-year waiting period.)

Please note that the tax rules that restrict higher paid individuals from contributing to a Roth IRA do not apply to Roth contributions in the Savings Plan or rollovers to Roth IRAs.

How Are Roth Contributions Different Than Post-Tax Contributions?

Both Roth and post-tax contributions are deducted from your paycheck after federal income taxes. The difference is in how they are taxed when they are withdrawn. Upon withdrawal, investment earnings on post-tax contributions are subject to federal income tax at ordinary income tax rates. Earnings on Roth contributions are not subject to federal income tax if they are taken in a qualified distribution. Earnings on Roth contributions that are withdrawn without meeting the qualified distribution requirements are subject to the same tax rules as post-tax contributions.

What Are The Advantages Of Roth Contributions?

The basic advantage of Roth contributions is that no federal income taxes are due on investment earnings received in a qualified distribution. If you expect your tax rate to increase in the future, Roth contributions allow you to pay taxes now, at a lower expected rate, rather than later, at a higher expected rate.

There are at least two other advantages that may be significant depending on your circumstances. The first is that Roth contributions and associated earnings can be rolled over into a Roth IRA. While you are required to begin taking minimum distributions from your Savings Plan account (and traditional IRAs) not later than the year after you reach age 70½, Roth IRAs do not require minimum distributions and allow you to continue tax-free investment growth on your whole balance past age 70½. (Even if you do not make Roth contributions, you can recognize this advantage by converting all or part of your balance to Roth by rolling over non-Roth amounts to a Roth IRA.)

The second is that Roth contributions could allow you to accumulate more savings in the Plan (net of taxes) because in a qualified distribution, no taxes will be taken from any part of your qualified distribution that represents Roth contributions and their earnings.

Is There Any Downside To Roth Contributions?

As with pre-tax contributions, because Roth contributions are designed to be a retirement benefit, you have limited access to this money while it is in the Plan. In fact, prior to your leaving or retiring from the Company, this money is available for withdrawal *only* for an approved financial hardship or disability. You may, however, borrow Roth contributions by taking a Savings Plan loan (see Section 9 (Loans and In-Service Withdrawals), below, for additional information).

Also, if Roth contributions are withdrawn before you meet the qualified distribution requirements (i.e., they are withdrawn prior to age 59½ or on or before December 31 of the fifth calendar year that ends after your first Roth contribution), your investment earnings will be subject to federal income tax at ordinary income tax rates and may also be subject to the 10% early withdrawal tax.

Post-Tax Contributions

Post-tax contributions to the Savings Plan are deducted from your paycheck *after* income taxes are withheld. When you withdraw your post-tax contributions from the Plan, you will not have to pay taxes on them.

Although you pay current income taxes on these contributions, you do not have to pay taxes on any investment earnings on them (or the Company Match) while they remain in the Plan. However, when you withdraw the investment earnings from the Plan, they are taxable as ordinary income and may also be subject to the 10% early withdrawal tax.

What Is The Advantage Of Post-Tax Contributions?

One advantage of post-tax contributions is greater access to the money. Post-tax contributions made before August 1, 2003 (and any earnings on them) and any unmatched post-tax contributions made on or after August 1, 2003 (and any earnings on them) may be withdrawn for any reason. However, when you withdraw post-tax contributions, earnings on them are taxable as ordinary income and may be subject to the 10% early withdrawal tax. Read more under *Non-Hardship Withdrawals* under Section 9 (Loans and In-Service Withdrawals).

Also, some employees want to contribute more than the combined pre-tax and Roth contribution limit ($19,000 in 2019, plus an additional $6,000 if you are eligible to make catch up contributions), possibly because they like the investment choices available under the Plan or they like the discipline of saving additional amounts through payroll deductions. Contributions above this limit can be made only as post-tax contributions. Continuing your contributions as post-tax after reaching this limit will also ensure that you continue to receive the Company Match even after you’ve reached the limit in that calendar year.

Another advantage of post-tax contributions is that the tax on investment earnings is deferred until the earnings are distributed. However, when the earnings are distributed, they are taxed at ordinary income rates (not capital gains rates).

Post-tax contributions can be rolled over to a Roth IRA while associated earnings are rolled over to a traditional (non-Roth) IRA. This rule allows you to convert your post-tax contributions to Roth amounts without any immediate tax liability.

Is There Any Downside To Post-Tax Contributions?

Post-tax contributions are subject to federal income taxes at the time they are deducted from your pay. Post-tax contributions do not reduce your taxable income. Post-tax contributions also do not have the Roth advantage that earnings are not taxed when taken as part of a qualified distribution. Instead, earnings on post-tax contributions are taxed at ordinary income tax rates when they are withdrawn from the Plan and may also be subject to the 10% early withdrawal tax.

Summary Comparison of Pre-Tax, Roth and Post-Tax Contributions

	Pre-tax contributions	**Roth contributions**	**Post-tax contributions**
Are contributions deducted before or after income taxes* are withheld from your paycheck?	Before-tax (This lowers the amount of taxes you pay today)	After-tax (This lowers take home pay)	After-tax (This lowers take home pay)
Tax* treatment when you receive a withdrawal	Contributions and investment earnings are taxed	Contributions and investment earnings are not taxed at the time of distribution from the plan if you satisfy the requirements for a qualified distribution	Only investment earnings are taxed
Limit on contributions you can make	Applies (combined limit on pre-tax and Roth contributions) For 2019, the limit is $19,000.		Does not apply (but subject to overall limits on contributions and eligible pay)
Limit on “catch-up” contributions you can make if you’re age 50 or older	Applies (combined limit on pre-tax and Roth contributions) For 2019, the limit is $6,000.		N/A
Can you receive the Company Match?	Yes, you will receive Company Match on the first 6% of eligible pay that you contribute, subject to the applicable eligibility/vesting requirements. (Company Match on all types of contributions is fully taxable at the time of distribution.)		

SUMMARY COMPARISON OF PRE-TAX, ROTH AND POST-TAX CONTRIBUTIONS

	Pre-tax contributions	Roth contributions	Post-tax contributions
These contributions might be right for you if you	• Want tax savings today • Expect your tax rate when you retire to be lower than today	• Are not seeking tax savings today because you're in a lower tax bracket or have many deductions • Expect your tax rate when you retire to be higher than today • Want to accumulate earnings tax-free	• Want to contribute beyond the legal limits for pre-tax and Roth • Are contributing more than 6% of your eligible pay and want greater access to those contributions before retirement
Investment options	Variety of funds available – See *Investment Choices* under Section 6 (The Investment Funds) and log on to FYB to review. Investment options available for all contributions.		

*This row relates only to federal income taxes. FICA taxes are withheld before contributions are made, and state taxes may vary.

CATCH-UP CONTRIBUTIONS FOR AGES 50 AND OLDER

Participants who are age 50 or older (or who attain age 50 within the calendar year) can contribute extra pre-tax and/or Roth contributions (above the annual legal limits described above), called catch-up contributions. The limit on catch-up contributions for 2019 is $6,000 for pre-tax and Roth contributions combined. You can elect an amount to be contributed from each paycheck as your catch-up contribution. This amount will be in addition to the pre-tax, Roth and post-tax contribution percentages that you have elected.

The catch-up contribution is not eligible for the Company Match. To request a catch-up contribution, go to *For Your Benefit™* or call the Benefit Service Center.

CHANGING YOUR CONTRIBUTION RATE

You can increase, decrease, or stop your Savings Plan contributions anytime, as often as you wish. The minimum contribution is 3% of eligible pay.

To change your contribution rate or resume contributions that stopped, go to *For Your Benefit™* or call the Benefit Service Center. Your new rate will go into effect in the next available pay period. Remember, if you reduce your own contributions below 6% of your eligible pay, you also reduce the Company Match.

Automatic Escalation

Automatic escalation is an option you can elect that helps you increase your savings over time without feeling the pinch. Each year, on March 1st (coincident with the timing of annual salary increases), your Savings Plan contribution rate will automatically increase by a rate chosen by you, until you reach a target contribution rate also chosen by you.

The advantage of increasing your contribution rate each year is that you are able to save more money automatically, and since the increase should be coincident with scheduled salary increases, there should be a smaller relative impact on your take-home pay than you would normally see when you increase your contribution rate. To elect automatic escalation, go to *For Your Benefit*, go to the **Pension & 401(k) Savings** tab. Under the 401(k) Savings Plan drop down select **Contributions,** click **Change**, and then continue until you get to the **Annual Increase Option**.

Please note that you must make your initial election at least 60 days before March 1 for your contribution rate to increase in the current year. Otherwise, it will increase the following year. If you change your mind, you can turn off automatic escalation at any time. Each year you will receive a reminder notice approximately 30 days before the escalation takes effect.

Rollovers From Another Employer's Plan

You may have participated in a plan similar to the J&J Savings Plan at a previous employer. The Savings Plan allows active employees to move money from another employer's qualified retirement plan into this Plan. This is called a rollover contribution.

A rollover allows you to maintain the tax-favored status of your prior pre-tax, Roth, and post-tax savings and any earnings until they are distributed to you from the Plan. The Savings Plan allows the rollover of post-tax or Roth money only from another qualified plan (not an IRA) and only by direct transfer. Your Roth 401(k) "begin date" (used to determine when you meet the 5-year requirement for qualified distributions) will transfer over when processing a rollover from another employer's Plan.

A rollover to the Savings Plan can be made at any point while you are an active employee beginning from your date of hire. You have 60 days from the date you receive the rollover money from your former employer (or from a conduit or non-conduit rollover IRA) to move it to the J&J Savings Plan. You may also request your former employer complete a direct rollover of your prior plan account balance to the J&J Savings Plan.

You will need to provide proof that the amount to be rolled over is from a qualified plan. Amounts temporarily placed in a *rollover IRA* (sometimes called a conduit IRA) are eligible for rollover into this Plan. However, you cannot roll over money that has been combined with savings that were not part of the original retirement plan.

If you would like to transfer money that is eligible for a rollover, go to *For Your Benefit*™ to request a rollover form under Forms and Materials or call the Benefit Service Center.

ROLLOVERS FROM THE CONSOLIDATED RETIREMENT PLAN OF JOHNSON & JOHNSON

Terminated participants and beneficiaries with a vested account balance in the Plan greater than $5,000 are also permitted to roll over eligible rollover distributions from the Johnson & Johnson Consolidated Retirement Plan into the Savings Plan.

MILITARY LEAVE

Except as required under the Uniformed Services Employment and Reemployment Rights Act (USERRA), you cannot "make up" past contributions that you miss. For example, if your compensation stops (*i.e.*, you do not receive a paycheck) due to a leave without pay or a temporary layoff, you will not be allowed to make contributions above the Plan's limits (to make up for missed contributions during your period of absence) when you return.

Under USERRA, employees can make up contributions (and receive the corresponding Company Match, if applicable) missed as a result of "qualified" military leave. Any make-up contributions must be made by the earlier of:

- the final day of the period that begins on the date of your return from military service and lasts three times as long as your military service. For example, if you have one year of qualifying military service, the deadline is three years after your return; or
- five years after your return.

In addition, while you are on a USERRA qualified leave you can make pre-tax and/or Roth contributions to the Plan from differential wage payments (and receive the corresponding Company Match, if applicable); however, these contributions will reduce any contributions that you could otherwise make upon return to employment.

For more information about whether military service is qualified and your rights under USERRA, please contact the Plan Administrator.

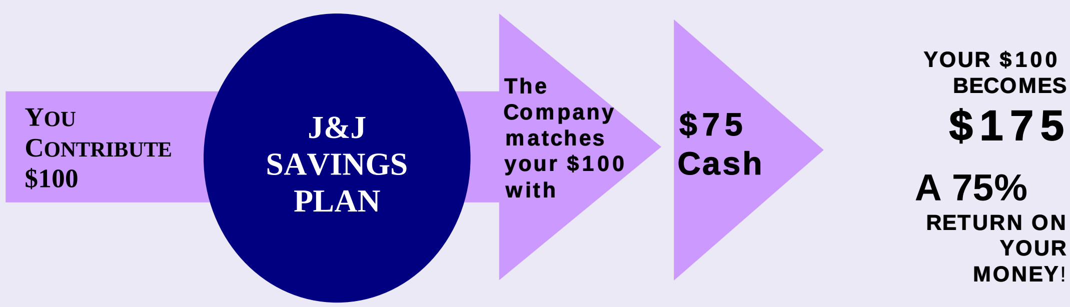
Please note that make-up contributions are not the same as catch-up contributions, described above.

4. COMPANY MATCH

When you contribute to the Savings Plan, the Company makes an additional contribution to your account -- the Company Match (or, the Company Matching Contribution). The Company Match is equal to 75% of the first 6% of eligible pay that you contribute -- either pre-tax, Roth, post-tax or a combination of all three -- to the Plan. The Company Match and any related investment earnings are not taxable income until they are paid out of the Plan.

For every $1 that you contribute up to 6% of eligible pay, the Company contributes 75¢. So, when you save 6% in the Savings Plan, you are actually saving 10.5%. That is because the 75% Company Match gives you an additional contribution equal to 4.5% of eligible pay (6% x 75% = 4.5%). ***You must contribute a minimum of 6% (pre-tax, Roth, post-tax, or any combination) from every paycheck in order to receive the full Company Match***. If you stop your contributions for any reason during the year, you will not receive the Company Match for paychecks from which Savings Plan contributions were not deducted.

EXAMPLE:
HOW THE COMPANY MATCH INCREASES YOUR CONTRIBUTION



The Company Match applies to the first 6% of eligible pay that you contribute.

The Company Match is added to your account after each payroll period, and is invested in the same Savings Plan investment fund(s) that you have elected for your own contributions.

IMPORTANT: *To take full advantage of the Company Match, make sure you maintain your contribution percentage at 6% or higher in each pay period of the year. If you contribute less than 6% in any pay period, you will not be taking full advantage of the Company Match.*

NOTE: Prior to January 1, 2005, the 75% Company Match was made up of two parts: 50% in cash and 25% in shares of J&J common stock. The 25% stock contribution accumulated in a fund called the J&J Stock Contributions Fund (see *J&J Stock Contributions Fund* in Section 6 (The Investment Funds), below, for more information).

5. VESTING

Vesting is your right as a participant in the Savings Plan to the full value of your account. To be fully vested means that you have total nonforfeitable ownership of your account.

Your Employee Contributions

Your employee contributions (each of pre-tax, after-tax, Roth 401(k) and rollover contributions) and the earnings on them are always fully vested.

Company Matching Contributions

Participants hired before March 1, 2017

If you were hired before March 1, 2017, the Company Matching Contributions made to your account after the one-year eligibility period has been satisfied, and the earnings on these contributions, will always be fully vested.

Participants hired on or after March 1, 2017

If you were hired on or after March 1, 2017, the Company Matching Contributions made to your account, and the earnings on these contributions, will become vested after you have completed a three-year period of service. These contributions will also become vested if, while employed by the Johnson & Johnson Controlled Group, you die, become disabled (as defined in the Savings Plan), or reach age 55.

If your Company Matching Contributions and associated earnings are not vested when your employment ends, they will be forfeited unless you return to employment with the Johnson & Johnson Controlled Group before (1) taking a total distribution of your vested account balance and (2) incurring a break in service. A "break in service" means a period of at least five consecutive years in which you are not employed by the Johnson & Johnson Controlled Group.

If you return to employment before incurring a break in service, but after taking a total distribution of your vested account balance, the non-vested portion of your Company Matching Contributions will be restored to your account (without interest or earnings following the date of distribution of the vested portion of your account).

Employees Rehired on or After March 1, 2017

If you were originally hired before March 1, 2017, and then were rehired on or after March 1, 2017, the rules described below apply to you:

- If your rehire date was before September 15, 2017, the following applies:
    - if you had completed one year of service prior to March 1, 2017, (i) you will be immediately eligible for Company Matching Contributions following your rehire date and (ii) you will be fully vested in all of your Company Matching Contributions, including those attributable to services provided after your rehire date;

  - o if you had not completed one year of service prior to March 1, 2017, (i) you will be immediately eligible for Company Matching Contributions following your rehire date and (ii) your Company Matching Contributions attributable to services provided after your rehire date will be subject to the vesting conditions described above that apply to participants hired on or after March 1, 2017 (i.e., you will vest after you complete three years of service with earlier vesting if, while employed by the Johnson & Johnson Controlled Group, you die, become disabled (as defined in the Savings Plan), or reach age 55).
- If your rehire date was on or after September 15, 2017, you will be immediately eligible for Company Matching Contributions following your rehire date. Any Company Matching Contributions relating to services you provided after your rehire date will be subject to the vesting conditions described above for participants hired on or after March 1, 2017 (i.e., you will vest after you complete three years of service with earlier vesting if, while employed by the Johnson & Johnson Controlled Group, you die, become disabled (as defined in the Savings Plan), or reach age 55).

WHAT COUNTS AS SERVICE?

Your years and months of employment with the Johnson & Johnson Controlled Group, starting on your date of hire, count as service for vesting in the Company Match. The following also count as service:

- Previous employment with the Johnson & Johnson Controlled Group;
- An approved absence of less than one year;
- The entire period of an approved absence of longer than one year, after which you immediately return to work;
- Certain full-time service in a non-professional capacity as a leased employee with the Johnson & Johnson Controlled Group;
- The first year of an approved absence longer than one year, after which you do not return to work; and
- If you terminate employment with the Johnson & Johnson Controlled Group and are rehired within 12 months, the period from your termination until your rehire date.

You earn a year of vesting service for each 12-month period you work between your hire date and your termination date. Partial months are added together: 30 days counts as a month. If you terminate employment but are rehired by the Johnson & Johnson Controlled Group within 12 months, the period while you were not employed will be counted as a period of employment for purposes of determining your years of service.

6. THE INVESTMENT FUNDS

Your selection of investment funds in the Savings Plan, like any investment decision, should be an informed decision based on your individual circumstances. How you invest your money depends on when you plan to retire, your savings goals, your comfort with investment risk, your return and accumulation objectives, your other assets outside of the Plan, and any other factors unique to your particular situation. Your investment fund selections apply to all types of contributions to your account—pre-tax, Roth, post-tax and the Company Match. You should consult with a financial advisor in deciding how to invest your account.

Participant Investment Responsibility

You are responsible for your investment decisions. The Plan is intended to constitute a plan described in ERISA section 404(c). To the extent that the Plan does not satisfy the conditions of ERISA section 404(c), you are still responsible (as a named fiduciary) for the investment of the assets in your Plan accounts. This means that you exercise full control over the investment decisions that you make under the Plan, and the other Plan fiduciaries are not responsible for any losses which are the result of your investment decisions.

Investment Choices

As of January 1, 2019, the following investment choices are available under the Plan:

- U.S. Government Securities Fund
- Fixed Interest Fund
- Intermediate Bond Fund
- Balanced Fund
- Russell 3000 Index Fund
- Diversified Equity Fund
- International Equity Fund
- U.S. Small Cap Fund
- J&J Common Stock Fund
- J&J Stock Contribution Fund (closed to new investments)

You have the right to direct the investment of your Account at any time from among the various investment options available under the Plan in 1% increments. You may also change your investment elections at any time and can obtain information about all of the investment options available under the Plan (including fees associated with each investment option), free of charge, by logging on to the *For Your Benefit*™ website at http://fyb.jnj.com (current employees) or http://digital.alight.com/jnjbsc (former and retired employees) (note that the URL is case sensitive) or by calling the Johnson & Johnson Benefit Service Center at 1-800-565-0122 (1-847-883-0796 if you're outside the U.S.).

Before making investment decisions, you should review the Investment Fund Information Supplement to the Plan's prospectus (which is <u>not</u> a part of this SPD) and additional information that is available on *For Your Benefit*™ or by contacting the

Benefit Service Center at 1-800-565-0122.

You are responsible for educating yourself sufficiently in order to make appropriate asset allocations and direct the investment of your account consistent with your investment objectives, time horizon, and risk tolerance.

Each investment option has a different degree of risk. In general, assuming a higher level of risk may increase your chance of greater investment returns, but it will also increase your chances of incurring greater losses. You should base your investment choices on the degree of risk that you are willing to accept and with which you are comfortable.

You should always consider sound investment strategies including diversification.

By *diversifying* your account—choosing a mix of funds that combines safety (capital preservation), income, and growth potential—you can take advantage of the benefits of different markets and reduce the risk associated with being overexposed to any one specific type of investment.

When you diversify, you spread your assets across multiple investments to make your account less vulnerable to declines in any one investment. Simply put, diversification means not "putting all your eggs in one basket." Spreading your assets among different types of investments can reduce your overall risk because conditions that cause one security or category of assets to perform well may cause another security or category of assets to perform poorly. However, even a well-diversified portfolio can suffer significant losses.

You should also consider that the past performance of an investment fund does not necessarily indicate how the investment fund will perform in the future.

Investments and certain transactions in the Plan are subject to fees and expenses. You should consider the impact that fees and expenses may have on your retirement savings when making investment decisions. Keep in mind that fees are only one of several factors that you should consider when making investment decisions.

More detail about the investment funds, including the top 10 holdings of the fund and fee information, is available on *For Your Benefit™*. Information about the J&J Common Stock Fund and J&J Stock Contributions Fund (in public filings and from other sources) is <u>not</u> part of this SPD. You should receive communications about the J&J Common Stock Fund and J&J Stock Contributions Fund when communications are distributed to Johnson & Johnson stockholders.

DIVIDENDS ON J&J COMMON STOCK

Savings Plan participants receive dividends on J&J common stock (both shares held in the J&J Common Stock Fund and the J&J Stock Contributions Fund). The dividend rate is determined and paid quarterly on a per-share basis. You have the choice of receiving dividends as a cash payment or having them reinvested in the J&J Common Stock Fund to purchase additional units in the Fund. If no election is made, the dividends will be automatically reinvested in the J&J Common Stock Fund. If you want to elect cash dividend payments or change your current election, go to *For Your Benefit*™ or call the Benefit Service Center.

If you Do not Make an Investment Election

If you do not make an investment election (for example, because you were auto-enrolled into the Plan), your contributions will be invested in the Balanced Fund. The default investment allocation process is designed to ensure that participants who have not directed the investment of their funds will have their funds prudently invested. However, to establish an investment strategy that reflects your individuals needs and preferences, you are encouraged to make your own selections from the Plan's available investment options. You may change your investment selection from the Balanced Fund (or any of the other funds available under the Plan) to one or more of the other investment funds available under the Plan at any time.

Taxes On Cash Dividend Payments

Cash dividend payments are subject to ordinary income tax and are reported to you on IRS Form 1099-R. There is no tax withholding from cash dividend payments. Dividends paid out from a 401(k) plan are not "qualified dividends" eligible for preferential tax treatment.

J&J Stock Funds are Not Diversified Investments

Unlike the Plan's other investment funds, the J&J Common Stock Fund and the J&J Stock Contributions Fund (the "J&J Stock Funds") are designed to invest in a single stock--Johnson & Johnson common stock; the J&J Stock Funds are *not* diversified investments. As with any stock, the value of your investment may go up or down depending on how Johnson & Johnson's stock performs in the market. Investing in a non-diversified unmanaged single stock fund inherently involves more investment risk than investing in a diversified fund.

The Department of Labor has indicated that if you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. If you invest in a J&J Stock Fund, you should review your portfolio and consider whether it is sufficiently diversified.

Before investing in the J&J Common Stock Fund, you should review materials that describe Johnson & Johnson's business, and you should also consult with an investment adviser. Please note that information about Johnson & Johnson (such as public filings, proxy statements, and quarterly, annual, and periodic reports) is not part of this SPD.

You should follow the same approach before investing in any of the other investment funds offered by the Plan. Please understand that the Company will not protect you against any decline in the value of the J&J Stock Funds or any other investment fund available under the Plan.

7. DAILY VALUATION

Daily valuation means that the value of your Savings Plan account balance is determined on a daily basis, every business day that the New York Stock Exchange (NYSE) is open. When you check your Savings Plan account balance on *For Your Benefit™* or by calling the Benefit Service Center, you get your balance as of the end of the previous business day.

Your account is valued every business day that the NYSE is open. If the Benefit Service Center is open, but the NYSE is closed, Savings Plan account balances will reflect the value on the preceding business day that the NYSE was open.

Savings Plan transactions are processed daily. For example, when you request a fund transfer (i.e., moving money from fund A to fund B), the transfer will take effect at the end of the day, provided you complete it before 4:00 p.m. Eastern time or before the close of the NYSE, whichever is earlier. Transactions requested after the close of the NYSE will take effect at the close of the next business day that the NYSE is open.

UNIT ACCOUNTING

All investment funds are valued using unit accounting. Unit accounting is a method of determining your daily account balance.

A unit is a portion of ownership in an investment fund. For each fund you are invested in, you own units. The number of units will increase as you add money to a fund (for example, with a contribution, loan repayment, or transfer in) or decrease as you extract money from the fund (for example, with a loan, withdrawal or transfer out).

The value of each unit is determined at the close of each business day of the NYSE. The Plan Trustee takes into account all of the assets and liabilities of the fund and divides that by the total number of units to arrive at the unit value (also called the Net Asset Value).

UNIT ACCOUNTING FOR THE J&J COMMON STOCK FUND AND J&J STOCK CONTRIBUTIONS FUND

When you invest in the J&J Common Stock Fund or the J&J Stock Contributions Fund, instead of directly owning shares of J&J common stock, you own a portion of the Fund. The J&J Common Stock Fund and J&J Stock Contributions Fund are made up of shares of J&J common stock as well as a small amount of cash necessary to provide daily liquidity. Your balance, as seen on Your Portfolio Performance at the Savings Plan web site (*For Your Benefit™),* is expressed in equivalent shares, which are the number of shares represented by the number of units in your J&J Common Stock Fund or J&J Stock Contributions Fund account. The closing J&J share price on the NYSE is used by the Plan Trustee to calculate the number of J&J equivalent shares available for withdrawals and distributions each day.

HOW ARE MY INVESTMENTS DOING?

To check your current account balances,

- Go to *For Your Benefit™* or

- Call the Benefit Service Center

You will also receive a personalized Savings Plan Quarterly Statement, or you can view and print your account statement online during the year, which will show the total value of your vested and unvested account and the balance in each investment fund as of the last day of the preceding calendar quarter. It will show the investment gain or loss for each fund. It will also show the number of equivalent shares of J&J common stock in your account, the cost (tax) basis, the current market value per share and the current total market value.

YOUR RIGHTS AS A J&J SHAREHOLDER

If you have chosen to invest in J&J common stock within the Savings Plan, your account earns units that are backed by J&J common stock. As an owner of units in Johnson & Johnson stock, you have all the rights and benefits of any shareholder. You have full voting rights on any shares represented in your account. You receive all the voting material you need before the annual shareholders' meeting. The Plan administrator has procedures in place designed to protect the confidentiality of information relating to J&J common stock held by participants and beneficiaries.

Your account shares in the dividends earned by J&J common stock. See *Dividends on J&J Common Stock* under Section 7 (Daily Valuation), above.

8. CHANGING YOUR INVESTMENTS

There are two ways you can change your investments:

- Transfer or reallocate existing Savings Plan dollars among the Plan's investment funds.
- Change how your future contributions to the Plan will be invested.

To change your Savings Plan investments, go to *For Your Benefit*^{TM} or call the Benefit Service Center. A change in the investment of your future contributions will be effective with the next available pay period following the completion of your request. A change of existing balances (that is, a transfer or reallocation) will be effective the same day you submit your request, provided the request is completed by 4:00 p.m. Eastern time or the close of business of the NYSE, whichever is earlier. If you submit your request after 4:00 p.m. or after the NYSE closes, the transfer/reallocation will be effective after the close of the next business day.

INVESTMENT CHANGE LIMITATIONS

Certain investment change limitations are imposed within the Plan:

- A transfer of funds from the Fixed Interest Fund (FIF) directly into the U.S. Government Securities Fund (USGSF) is not permitted. Whenever money is transferred out of the FIF, a transfer into the USGSF from any fund(s) is not permitted for a period of three months.
- A 2% redemption fee applies if, within 30 days of transferring a balance into the International Equity Fund from another Savings Plan investment fund, you reverse all or part of that trade by making a transfer out of the International Equity Fund.
    - ➢ The redemption fee is intended to limit the amount of short-term trading in the International Equity Fund. Short-term trading runs counter to the primary purpose of the Savings Plan, which is to enable participants to enjoy tax advantages while saving and investing for the long term. In addition, each time a participant performs a short-term trade it creates a transactional cost within the International Equity Fund. By establishing a redemption fee, the cost of short-term trading is paid specifically by those trading short-term.
    - ➢ The redemption fee does not apply to loans, withdrawals or distributions taken from the Plan. No fee is imposed on purchases or transfers *into* the International Equity Fund or transfers out of any of the other investment funds of the Plan.
    - ➢ The redemption fee is determined using a "first-in-first-out" method, meaning that when a transfer out is requested, all moneys exempt from the redemption fee (contributions, loan repayments, moneys rolled into the Plan from another qualified plan and moneys transferred into the Fund more than 30 days ago) are considered as removed first, minimizing the assessed fee.
    - ➢ If a redemption fee will be assessed on a transaction, you will be alerted online by a "pop-up" notice before being asked to confirm the transaction. If you are transacting through a representative, they will notify you of the fee amount if due.

    - Redemption fees will be deposited into the International Equity Fund, adding to the Fund's overall income, shared among all investors in the Fund.
- In the unlikely event that the amount of liquid assets held by any of the Savings Plan's investment funds is insufficient to satisfy all withdrawal and transfer requests immediately, it may be necessary for the Trustee to temporarily limit or suspend withdrawals and transfers.

AUTOMATIC REBALANCING

You can elect automatic rebalancing, which allows you to stay on point with your target asset allocation without constantly going online to make adjustments to your account. If you elect automatic rebalancing, your account will be rebalanced to maintain the asset mix that you chose for your future contributions. For example, if you have selected a 60% Diversified Equity/40% Fixed Interest Fund mix, and the Diversified Equity Fund performs exceptionally, your account over time will become more weighted toward Diversified Equity, e.g. 70%/30%. With rebalancing, some of the Diversified Equity Fund investment is transferred to the Fixed Interest Fund, bringing the mix back to the 60%/40% target you elected. You may choose to have your Savings Plan balance automatic rebalanced every 90 days, 180 days, or annually.

The advantage to automatic rebalancing is that you maintain alignment of your account balance with your target asset allocation mix. To elect the option to have your account automatically rebalanced go to *For Your Benefit*™ go to the Pension & 401(k) Savings tab. Under the 401(k) Savings Plan drop down select **Investments**, then click **Change Investments**. The **Automatic Rebalancing** feature can be found on the right-hand side.

You will receive a reminder notice approximately 30 days before each rebalance takes effect. Please note that you can turn off the automatic rebalancing feature at any time.

Think Long Term

Whenever you consider making an investment change, keep these points in mind:

- The purpose of the Savings Plan is to help you save for retirement.
- Stock investments fluctuate in value, sometimes sharply, especially in the short term.
- Think about your investment horizon before "reacting" to short-term swings in value.
- Are your investments diversified? That is, are you spreading your savings across different types of investments versus "putting all your eggs in one basket"?

9. LOANS AND IN-SERVICE WITHDRAWALS

The Savings Plan is intended to encourage you and help you to save for retirement. The Plan is also flexible, so you can access all or part of your vested account balance to meet critical financial needs before retirement. There are three ways to take money out of the Savings Plan before you terminate employment:

- Loan Program
- Non-Hardship Withdrawal
- Hardship Withdrawal

The loan and non-hardship withdrawal options must be exhausted before a hardship withdrawal can be approved. There is one exception to this rule. In the case of a hardship withdrawal for the purpose of a down payment on the purchase of a house that will be your primary residence, a loan is not required, because many mortgage companies do not allow you to borrow money to cover a down payment.

Investments in the J&J Stock Contributions Fund are not available for a loan or for either type of withdrawal. Also, in the unlikely event that the amount of liquid assets held by any of the Savings Plan's investment funds is insufficient to satisfy all withdrawal and transfer requests immediately, it may be necessary for the Trustee to temporarily limit or suspend withdrawals and transfers.

LOAN PROGRAM

ELIGIBILITY

Savings Plan participants who are actively employed are eligible for the loan program. A participant may have as many as three Savings Plan loans outstanding at any time.

REPAYMENT

You repay the loan, as well as the interest on the loan, through automatic payroll deductions each pay period. You choose the number of months over which you want to pay back the loan (*the term*), which can be any number of months from a minimum of 12 to a maximum of 60. The payroll deductions for loan repayments are made on a post-tax basis. The loan repayments are reinvested back into your account according to your investment elections that apply for new contributions when the repayment is made. Repayments are allocated back to their pre-tax, Roth or post-tax status when they came out of the Plan. You may repay the loan in full, without penalty, at any time by payment in cash; provided that the loan has been outstanding for at least 12 months.

If you terminate employment with all J&J companies when a loan is still outstanding, you must repay your loan in full. If the loan is not repaid within two months after your employment terminates, the loan will be in default and you will have to pay taxes on the outstanding balance. For more information, see *Defaulting on your Loan* in this section, below.

INTEREST

The interest rate on the loan is determined based on the prime rate at State Street Bank & Trust Company as of the date the loan request is completed, plus one percentage point. The interest rate is fixed for the term of the loan.

AMOUNTS YOU MAY BORROW

The minimum loan amount is $1,000.

The maximum loan amount (including the administration fee) is the lesser of (1) 50% of your available vested account balance reduced by the sum of all loans already outstanding (if any) or (2) $50,000 reduced by the highest balance of any outstanding loan(s) over the last 12 months. Your available vested account balance for the purpose of a loan includes all the vested money in your account, except for the value of any investment in the J&J Stock Contributions Fund.

ADMINISTRATION FEE

There is an administration fee for each loan taken. If the loan is processed by a Benefit Service Representative, the fee is $100. If the request is made electronically through *For Your Benefit™* , the fee is $75. The fee is included in the total amount borrowed. So, for example, if you request a $2,000 loan (via *For Your Benefit™*), the $75 fee is added to the $2,000 resulting in a total loan amount that you have to repay of $2,075, even though you receive only $2,000. Note, however, that if you request the maximum loan amount (generally, $50,000), you will receive slightly less (*e.g.*, $49,925) so that the total loan amount, including the fee will not exceed the $50,000 maximum.

A WORD OF CAUTION!

Remember that the Savings Plan is intended to help you save for retirement. Think carefully about the reason that you are borrowing, and whether using Savings Plan funds is really the best solution. Consider the effect on your long-term savings as a result of taking money out of the Plan, even though it will be repaid over time (minimum of 12 months). Your account balance at retirement could be lower if you reduce your contributions to the Plan to make loan payments. Reducing contributions could also result in a reduction in Company Match credited. The loan principal earns a fixed rate of interest (the loan interest rate) that you fund for the term of the loan, rather than the potential investment returns, and interest on the loan is not tax-deductible. In addition, a loan towards the down payment on a house could affect your ability to get a mortgage approved.

Examples of maximum amounts

Suppose you have a vested account balance of $60,000 (excluding any investment in the J&J Stock Contributions Fund). Suppose you took out a $15,000 plan loan 12 months ago, and the current outstanding balance of that loan is $10,000. Assume you have not had any other outstanding plan loans during the last 12 months.

Your maximum loan amount is the **lesser** of the following:

(1) $30,000 (50% of your available vested account balance) *reduced by* $10,000 (the sum of all loans already outstanding) *equals* **$20,000**, or

(2) $50,000 *reduced by* $15,000 (your highest combined loan balance in the last 12 months) *equals* **$35,000**.

Therefore, the maximum amount you may borrow is **$20,000**.

How to Request a Loan

The most efficient way to request a loan is online at *For Your Benefit™* (401(k) Savings). You can also request a loan by speaking to a Benefit Service Representative at the Benefit Service Center, at (800) 565-0122. However, as an incentive for you to use the faster, more cost-effective electronic methods (instead of speaking with a Benefit Service Representative), you get a 25% reduction on the $100 administration fee when you use *For Your Benefit™*. You will receive the loan amount approximately 10 business days following your request.

Defaulting on your Loan

If you default on a Savings Plan Loan while you are employed by a J&J company, you will be unable to request a new loan from the Plan for a period of five years from the date of default. In addition, the unpaid balance (including accrued interest) will be deducted from your vested account balance and reported to the IRS as a distribution. The amount reported will be included in your income for federal and state tax purposes and will also be subject to the 10% early withdrawal tax (if applicable).

IF YOU LEAVE THE JOHNSON & JOHNSON CONTROLLED GROUP

If you terminate employment with all J&J companies when a loan is still outstanding, you must repay your loan in full. If any loan is not repaid in full within two months after your employment terminates, the unpaid balance (including accrued interest) will be deducted from your vested account balance and reported to the IRS as a distribution. The amount reported will be included in your income for federal and state tax purposes and will also be subject to the 10% early withdrawal tax (if applicable).

LOAN PROGRAM SUMMARY	
MINIMUM LOAN AMOUNT	$1,000
MAXIMUM LOAN AMOUNT	The lesser of: (a) $50,000 minus the highest outstanding loan balance during the last 12 months, or (b) 50% of your vested account balance, excluding any investment in the J&J Stock Contributions Fund, minus the sum of all loans outstanding The maximum amount you can actually receive is the maximum loan amount described above minus the administration fee.
FEE	$100 $75 if requested via *For Your Benefit™* The fee will be included in the total loan amount.
INTEREST RATE	Prime rate at State Street Bank (as of the date the loan request is completed) plus 1%.
MINIMUM LOAN TERM	12 months
MAXIMUM LOAN TERM	60 months Term may be any length from 12-60 months, e.g. 18 months, 30 months, etc.
PRE-PAYMENT OF LOAN BALANCE	Permitted after 12 months
RETIREMENT OR TERMINATION	Must repay in full. If the loan is not repaid in full within 2 months after your termination date, the outstanding balance will be deducted from your vested account balance and reported to the IRS as a distribution subject to applicable federal and state income tax and the 10% early withdrawal tax, if applicable.
MAXIMUM NUMBER OF LOANS OUTSTANDING	Three (3)
UNPAID LEAVE OF ABSENCE	Can repay existing outstanding loan(s) by check monthly
DEFAULTING ON A LOAN	Will result in an inability to request a new loan from the Plan for a period of five years from the date of default. The unpaid balance will be deducted from your vested account balance and reported to the IRS as a distribution subject to applicable federal and state income tax and the 10% early withdrawal tax, if applicable.

NON-HARDSHIP WITHDRAWAL

A non-hardship withdrawal lets you withdraw eligible money for any reason, regardless of your financial circumstances. Generally, eligible money includes the following:

1. Rollover contributions (pre-tax, Roth, and post-tax);
2. Post-tax contributions made prior to August 1, 2003;
3. Unmatched post-tax contributions made on or after August 1, 2003; and
4. Pre-August 1, 2003 Company Match Cash Contributions;

in each case, adjusted for investment experience. The following sources are not available for non-hardship withdrawal:

5. Pre-tax contributions;
6. Roth contributions;
7. Company Matching Contributions made on or after August 1, 2003;
8. Matched post-tax contributions made on or after August 1, 2003;
9. Investments in the J&J Stock Contributions Fund; and
10. Earnings attributable to any of the contributions listed in 5 through 9, above.

To find out how much money in your vested account is available for non-hardship withdrawal, go to *For Your Benefit*™ or call the Benefit Service Center.

If you withdraw pre-August 1, 2003 Company Matching Contributions, you will not be eligible for the Company Match for the next six months. Note also that even though post-tax contributions are not taxable when withdrawn, the earnings on them (if any) are taxable.

When you receive a non-hardship withdrawal, the contributions and earnings in your Savings Plan vested account are withdrawn in an Order of Withdrawal by Contribution Type.

HARDSHIP WITHDRAWAL

A hardship withdrawal can help you with certain emergency financial needs. An immediate and specific financial emergency situation, as defined by the Plan, must exist to qualify you for a withdrawal of pre-tax or Roth money from your account. Federal tax law restricts the withdrawal of pre-tax and Roth money in retirement plans like the J&J Savings Plan, since pre-tax and Roth money have special tax advantages to encourage Plan participants to save for retirement.

If your financial needs qualify, money eligible for withdrawal from your account includes pre-tax contributions, Roth contributions, post-tax contributions, vested Company Matching Contributions and a portion of your investment earnings (if any). Your hardship withdrawal may not include the portion of your account, if any, that is attributable to Company Matching Contributions that have not become vested. If your hardship request is approved, you will not be able to contribute to the Savings Plan for six months following the hardship withdrawal. Since you will not be able to contribute, you will not receive any Company Match during this six-month period.

You can take a maximum of four hardship withdrawals per calendar year.

Qualifying For A Hardship Withdrawal

Only the following financial needs can qualify for a hardship withdrawal:

- Expenses for the purchase of your primary residence (excluding mortgage payments).
- Tuition, room and board for the next 12 months of post-secondary education for you, your spouse, your children, other tax dependents or your primary beneficiaries under the Plan.
- Unreimbursed medical and dental expenses for you, your spouse, your children, other tax dependents or your primary beneficiaries under the Plan which are not covered by insurance.
- Funeral expenses for a parent, spouse, children, dependents or primary beneficiaries under the Plan.
- Expenses to prevent eviction from or foreclosure on the mortgage of your principal residence.
- Expenses required to repair unforeseen damage to your principal residence. This category is limited to damages that occur as a result of an earthquake, fire, flood, storm/hurricane/tornado, vandalism/theft, or similar situation. Home maintenance and improvements do not qualify.

The Plan requires that if a Savings Plan loan is available, it must be taken before a hardship withdrawal is permitted, unless the reason for the hardship withdrawal is the purchase of your primary residence. You must also use other reasonably available sources of money before applying for a hardship withdrawal (including any non-hardship withdrawals from the Plan). These sources include personal assets such as bank accounts, stocks, savings bonds (including bonds in the name of a child) or a vacation home that can be sold. The amount of your hardship withdrawal, which will include mandatory federal tax withholding, cannot exceed the amount of your financial hardship need. For more information regarding tax withholding on hardship withdrawals, see Section 11 (Taxes).

Applying For A Hardship Withdrawal

You can process your hardship withdrawal request at *For Your Benefit*™ or by calling the Benefit Service Center. You must submit all related documents affirming your lack of any other available funds along with your completed hardship withdrawal application. The form must be signed by you and notarized.

Hardship applications are generally reviewed by the Benefit Service Center.

Taxes On Withdrawals

The taxable portion of any withdrawal is subject to income taxes and may also be subject to the 10% early withdrawal tax when it is paid to you. Read Taxes for general information on the tax consequences of withdrawals from the Savings Plan.

10. PAYMENT OF YOUR ACCOUNT

When you leave employment with the Johnson & Johnson Controlled Group, either at retirement or before, you are entitled to receive the vested amounts in your Savings Plan account at any time. You also have the option to leave your money in the Plan, if your vested account balance is over $5,000.

IF YOU LEAVE OR RETIRE FROM THE JOHNSON & JOHNSON CONTROLLED GROUP

You will receive the value of your own contributions, vested Company Matching Contributions, and earnings on those contributions, less any outstanding loans not repaid, when your account is paid out to you. The value of your account is determined at the end of the day on which you request your distribution (your valuation date) from *For Your Benefit*™ or through a representative at the Benefit Service Center, provided your request is submitted before 4:00 p.m. Eastern time or the close of business of the NYSE, whichever is earlier. If your request is submitted later in the day or on a day when the NYSE is closed, the value of your account will be determined at the end of the next NYSE trading day.

Once your final account value has been determined, no further earnings/losses or dividends on J&J common stock will accrue on your account balance. Therefore, you will not receive any dividends or interest/gains (nor share in any losses) between the valuation date and the date you receive your distribution.

Similarly, if you request a distribution in shares of J&J common stock as part of your total distribution, the transfer of ownership of the shares (from the Trustee, State Street Bank and Trust Company, to your name) will take place as soon as administratively possible.

If your vested Savings Plan account balance (including Roth and non-Roth amounts) is $5,000 or less, your vested account balance will automatically be distributed from the Plan. You can elect to (1) receive the vested balance as a lump sum payment, or (2) directly roll over the vested amount to another qualified plan or an IRA (see direct rollover in Section 14 (Glossary), below). If no election is received within 60 days following your termination of employment, the Plan's distribution rules will apply separately to your Roth balance and your non-Roth balance. If your Roth or vested non-Roth balance is $1,000 or less, that balance will automatically be distributed to you as a lump sum payment with the appropriate taxes withheld. If your Roth or vested non-Roth balance exceeds $1,000, that balance will automatically be rolled over to an IRA that will be set up on your behalf.

For example, if you have a Roth balance of $400 and a vested non-Roth balance of $2,000 at the time of your termination of employment, and you do not make a distribution election within 60 days after your termination of employment, your Roth balance will be distributed to you in a lump sum, and your non-Roth balance will be rolled over to an IRA that will be set up on your behalf.

If your vested Savings Plan account balance (including Roth and non-Roth amounts) is more than $5,000, you can:

- Directly roll over your vested account balance to another qualified plan or an IRA (traditional or Roth),

- Receive your vested account balance in a lump sum,
- Receive partial payments up to 4 (four) times per calendar year, with a minimum of $1,000 per request,
- Receive your vested account balance in installments — annually, quarterly, or monthly, or
- Simply leave your money in the Plan (see *Deferring Payment of Your Account* in this section, below).

Lump Sum Payment

This is a single payment of your vested account balance. You can receive the payment entirely in cash, or you can choose to receive cash plus part or all of your vested account balance in the J&J Common Stock Fund or J&J Stock Contributions Fund in whole shares of J&J common stock (see *Distribution in Shares* in this section, below).

Partial Distribution

This is a payment of less than your entire vested account balance. You can receive the payment entirely in cash, entirely in J&J common stock (to the extent invested in the J&J Common Stock Fund or J&J Stock Contributions Fund), or a combination of cash and shares of J&J common stock. You may request up to four partial distributions per calendar year, with a minimum distribution of $1,000. For purposes of the four payment limit and the $1,000 minimum, payments of Roth and non-Roth amounts count as separate payments, even if they are paid at the same time. You may take a partial distribution equal to the entire remaining vested balance in your Roth or non-Roth accounts, respectively, even if the distribution is less than $1,000.

Installments

You may elect annual, quarterly or monthly installments. The installments will be paid over a period of years selected by you. Once the installment frequency has been selected it cannot be changed. The number of years you select cannot be more than the joint life expectancy of you and your spouse, if you are married, or just your life expectancy, if you are not married. (For this purpose, life expectancy is determined by an IRS regulation.) There is a minimum installment amount of $100 per month or $300 per quarter. There is no minimum dollar amount for annual installments.

While you are receiving installment payments, the unpaid balance of your account will remain in the Plan in your selected investment funds. The installment amounts will be recalculated with each payment to reflect any gains or losses in the investment funds.

Other Forms of Distribution

If you had an account balance in another retirement plan that was merged into the Plan, other forms of distribution may be available to you. You may contact the Benefit Service Center for more information.

If you had an account balance in a Neutrogena retirement plan that offered an annuity form of distribution and that was merged into the Plan, part of your benefit must be paid as an annuity unless you elect otherwise. If you are not married, the default annuity form is a single life annuity. If you are married, the default annuity form is a joint and 50% survivor annuity, and your spouse must consent to any other form.

Distribution In Shares

As described above, you have the option of receiving all or part of your vested account balance in shares of J&J common stock (to the extent invested in the J&J Common Stock Fund and the J&J Stock Contributions Fund). Share distributions are not eligible for direct rollover. The number of shares you receive is determined once your final vested account value has been determined, following your termination date. Once your vested account is valued, no additional dividends accrue, but you will continue to be eligible for dividends on shares that you receive. The shares are distributed to you after they are transferred from the Trust into your name. If your total vested account is distributed during a single calendar year, your income tax on the shares is based on the cost basis of the shares on the valuation date, provided that an in-kind distribution of the shares is selected.

The cost basis of your distribution in shares (in the year the shares are paid out of the Plan) is the sum of the actual purchase costs of all the shares in your vested account that are subject to federal income tax. If your total vested account is distributed in the same calendar year, you are taxed based on the stock's original price (when it was purchased by the Plan), not the stock's current market value, provided that you select an in-kind distribution of your shares. (Your ordinary income will not include any amount paid with Roth or after-tax contributions or, in the case of a qualified distribution, earnings on Roth contributions, but these amounts will be included in your basis.[1]) The taxable portion of the total cost basis is considered ordinary income for federal income tax purposes, and the 10% early withdrawal tax may apply.

When you sell the shares, any gain in the shares' value from the time of purchase to the time of distribution becomes taxable (only applies to non-Roth money) as a long-term capital gain. Any gain in value from the time the shares were distributed to you from the Plan to when you sell them is taxable as either a short-term or long-term capital gain, depending on how long the shares are held after distribution. (This preferential tax treatment is applicable only when the total account is distributed in a single calendar year and only when an in-kind distribution of shares is selected. See *Unrealized Appreciation on Employer Securities* under Section 11 (Taxes). Any loss will be treated as a capital loss.

For example, if you started investing in the J&J Common Stock Fund in 1985, the cost basis for the shares purchased with your contributions in 1985 would be the actual 1985 purchase price. So, if you elect a full distribution of your account and elect to receive your shares in-kind, when you receive the shares today, your ordinary income tax liability for the J&J common stock you receive is not based on today's price for a share of J&J common stock; it is based on the price at the time of purchase in 1985. The rest of the value will be treated as capital gain (or capital loss) when you sell your shares, as described above.

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[1] **In the case of a qualified distribution from your Roth account, the cost basis is based on the market value of the shares on the final valuation date.**

Also see *Unrealized Appreciation on Employer Securities* under Section 11 (Taxes), below. If you are considering taking a distribution in shares, it is recommended that you consult with a professional tax advisor.

DEFERRING PAYMENT OF YOUR ACCOUNT

If your vested account balance is more than $5,000 when you leave the Company, you may defer payment of your vested account until as late as April 1st following the calendar year in which you reach age 70½. Your account will continue to share in the investment experience (gains or losses, net of expenses) of the fund(s) in which it is invested. You may transfer amounts among the various investment funds and request withdrawals.

ROLLING OVER YOUR SAVINGS PLAN PAYMENT

You can take your vested account balance from the Savings Plan when you terminate employment with the Johnson & Johnson Controlled Group and continue to postpone paying taxes on the taxable portion of your distribution by rolling it into another employer's qualified plan or an IRA.

With a direct rollover, your Plan distribution will be made payable to another qualified retirement plan or an IRA for your benefit, and the check will be mailed to you (note: shares of J&J common stock are not eligible for direct rollover). This will protect the deferred status of the untaxed money. You also may roll over post-tax contributions. No tax withholding will be applied to a direct rollover. You can also continue the tax-free growth of Roth contributions and associated investment earnings by rolling them into a Roth IRA, and you may roll over non-Roth amounts to a Roth IRA. (Note: Roth contributions begin date will not transfer to the Roth IRA.)

If you receive the distribution (a check payable to you only), you must roll over the taxable portion of your savings within 60 days of receiving the money from the Savings Plan, or else you must pay income taxes and the 10% early withdrawal tax, if applicable, for the year in which the distribution was paid out of the Plan. The check paid directly to you will be reduced by 20% for federal income tax withholding as required by law, but your actual tax liability may be more or less than the amount withheld. Roth contributions must also be rolled over within 60 days to maintain their ongoing status as Roth contributions and earnings. Also see *Rollover* under Section 11 (Taxes), below.

PAYMENT TO YOUR BENEFICIARY

Your vested account will be distributed to your beneficiary upon your death. If you are married, your spouse is automatically your beneficiary under this Plan. If you wish to name someone other than (or in addition to) your spouse as beneficiary, your spouse must consent in writing in the presence of a Notary Public. You can name more than one beneficiary to share in the distribution. If you die while actively employed with J&J, your account will become vested (if it was not already).

IF YOUR ONLY BENEFICIARY IS YOUR SPOUSE, your spouse can choose to roll over part or all of the vested account balance to an IRA or to receive a lump sum distribution, partial distribution or equal monthly, quarterly, or annual installments. (Federal law may limit the installment period.) Alternatively, the distribution can be deferred until as late as April 1 of the year following the year you would have reached age 70½ (or the end of the year after your death, if later). This deferred option is not available for a non-spouse Partner.

IF YOUR BENEFICIARY IS SOMEONE OTHER THAN, OR IN ADDITION TO, YOUR SPOUSE, your beneficiary(ies) can elect to roll over the vested account balance to an IRA(s) or take a lump sum payment. In addition, your spouse can elect installments or partial distributions. If no election is made within 2 months of the account setup, the vested account balance will automatically be paid in a lump sum payment. Distribution to your beneficiaries must begin by December 31 of the year after your death.

IF YOU DIE WHILE RECEIVING INSTALLMENTS AND YOUR SPOUSE IS A BENEFICIARY, your spouse will continue receiving installments unless he or she requests a lump sum payment.

If you die while receiving installments and your beneficiary is someone other than, or in addition to, your spouse, your non-spouse beneficiary(ies) will receive their designated portion(s) of your vested account in a lump sum.

IF YOU HAVE NOT NAMED A BENEFICIARY, or if the beneficiary you have named is not living when you die, your vested Savings Plan account will be paid to the first surviving person(s) in the following order:

- Your spouse or Partner (provided you and your Partner have met the applicable criteria under Johnson & Johnson's "Choices" flexible benefits program);
- Your children (in equal shares);
- Your parents (in equal shares);
- Your siblings (in equal shares); or
- The executor or administrator of your estate.

IF YOU ARE DISABLED

A Savings Plan participant who is considered disabled under the applicable J&J Long Term Disability Plan may withdraw all or any portion of his or her account balance at any time after having received benefits under the applicable J&J Short Term Disability Plan for at least 6 months. If you become disabled (as defined in the Plan) while actively employed with J&J, you will become vested in your account balance if you are not already vested.

While you are on long term disability (LTD), all contributions to the Savings Plan will stop. This applies to your contributions, as well as to the Company Match. When you return from LTD, you must re-enroll in the Savings Plan by going to *For Your Benefit*™ or calling the Benefit Service Center.

PAYMENT OF YOUR ACCOUNT AT AGE 70½

If you retire or separate from the Company and leave your savings in the Plan, federal tax laws require you to begin receiving a distribution of at least a portion of your balance from the Plan no later than April 1 of the calendar year following the year you reach age 70½.

These rules do not apply while you are still actively employed by a J&J company unless you reached the age of 70½ before 1999. If you are actively employed by a J&J company at age 70½, you may continue contributing to the Plan.

If you are retired or separated from the Company, Roth contributions and associated earnings are also subject to required distributions at age 70½, but amounts that are rolled over to a Roth IRA are not subject to minimum required distributions from the Roth IRA.

11. TAXES

The following description of the tax consequences of Savings Plan distributions is only an overview of federal tax rules in effect as of January 1, 2019. Tax laws are complicated and subject to change. The Company recommends that participants seek advice from a professional tax counselor or financial advisor before making a withdrawal or receiving a distribution from the Savings Plan and for specific questions regarding state and local taxation.

PLAN QUALIFICATION

The Savings Plan is a tax-qualified plan under section 401(a) of the Internal Revenue Code (the Code). The Trust established under the Plan is intended to be exempt from tax under Section 501(a) of the Code. The Plan incorporates a cash or deferred* arrangement on a salary reduction basis which is intended to satisfy additional qualification requirements under Section 401(k) of the Code. The Plan also includes an employee stock ownership plan under Section 4975(e)(7) of the Code.

*** Qualified "cash or deferred" arrangements permit employees to elect to have their employer contribute an amount to the Plan on their behalf or to pay it to them directly in cash. Under the salary reduction provision of the Plan, the employee's current compensation is reduced by the amount of the contribution the employer makes to the Plan on behalf of the employee.**

TAXES ON CONTRIBUTIONS

PRE-TAX CONTRIBUTIONS

Pre-tax contributions are not subject to federal income tax until they are paid from the Plan to you. However, the contributions are subject to Social Security and Medicare tax at the time they are made.

ROTH CONTRIBUTIONS

Roth contributions are included in your income for tax purposes before they are contributed to the Plan. However, a distribution of your Roth contributions and associated investment earnings will not be includable in income for federal tax purposes ***if*** the distribution is a qualified distribution (i.e., a distribution from a designated Roth account made (1) after you reach age 59½ or become disabled (as defined by law) and (2) after at least four full calendar years have elapsed since the calendar year in which you made your first Roth contribution to the designated Roth account). If a distribution of Roth contributions and associated investment earnings is not a qualified distribution, it will be treated like a distribution of post-tax contributions and associated earnings, as described below.

POST-TAX CONTRIBUTIONS

Post-tax contributions are included in your income for tax purposes before they are contributed to the Plan. For federal tax purposes, a distribution of your post-tax contributions will not be includable again in income, but any earnings will be included in your income.

Company Matching Contributions

Company Matching Contributions are not taxable until paid to you from the Plan.

Plan Investment Earnings

Your Savings Plan investment earnings are not subject to federal income tax until they are paid to you from the Plan. The portion of any distribution paid to you from the Plan that represents Plan investment earnings will be included in your income for federal income tax purposes, unless it is part of a qualified distribution of previously-made Roth contributions (i.e., a distribution from a designated Roth account made (1) after you reach age 59½ or become disabled (as defined by law) and (2) after at least four full calendar years have elapsed since the calendar year in which you made your first Roth contribution to the designated Roth account).

Loan Interest

The interest you pay on a loan from the Savings Plan is not deductible on your federal income tax return.

Plan Withdrawals and Distributions

The laws governing the taxation of distributions from plans such as the Savings Plan are complex. The following is a brief, general summary. For specific information on these rules, you should consult with a professional tax advisor about your particular circumstances.

Withdrawals

Under the Tax Reform Act of 1986, a “pro-rata basis recovery rule” is applied to determine the taxable portion of any withdrawal while you are still employed by the Company.

The Savings Plan follows a specified order in which money may be taken from the various types of contributions under the Plan. This is referred to as the “withdrawal hierarchy.” Withdrawals are made pro rata from the various investment funds within a money type, as of the valuation date of the withdrawal.

Order of Withdrawal by Contribution Type

Money is withdrawn from your non-Roth accounts in the following order (to the extent applicable):

1. Pre-1987 post-tax (matched and unmatched) contributions (excluding earnings)
2. Unmatched post-1986 post-tax contributions and associated earnings

3. Matched post-1986 post-tax contributions made before August 1, 2003, and associated earnings
4. Earnings on pre-1987 post-tax contributions
5. Post-tax rollover contributions and associated earnings
6. Pre-tax rollover contributions and associated earnings
7. Company Matching Contributions made in cash before August 1, 2003, and associated earnings
8. Matched post-1986 post-tax contributions made on or after August 1, 2003, and associated earnings
9. Vested Company Matching Contributions made in cash on or after August 1, 2003, and associated earnings
10. Pre-tax contributions and associated pre-1989 earnings
11. Post-1989 earnings on pre-tax contributions
12. Company Matching Contributions made in J&J common stock before August 1, 2003, and associated earnings
13. Company Matching Contributions made in J&J common stock on or after August 1, 2003, and associated earnings

Money is withdrawn from your Roth accounts in the following order:

1. Roth rollover contributions and associated earnings
2. Roth contributions and associated earnings

Non-hardship withdrawals can come from the following non-Roth accounts (numbers refer to the list of non-Roth accounts, above):

1. Without any tax liability or suspension of Company Match

1-6. Without a Company Match suspension

7. As a non-hardship withdrawal with suspension of Company Match for 6 months

Hardship withdrawals can come from non-Roth accounts 1-10 and both types of Roth account, excluding earnings on Roth contributions (but including earnings on Roth Rollover Contributions).

Termination and long-term disability payments can come from any account. Non-Roth account types 11-13 and earnings on Roth contributions (but not earnings on Roth rollover contributions) can be taken only upon termination or long-term disability and are not otherwise available for withdrawal.

Special Rule if Born Before January 1, 1936

If you were born before January 1, 1936 and you receive a lump sum distribution, you may be eligible to use special ten-year forward averaging tax rules. An employee who uses ten-year forward averaging must aggregate all lump sum distributions received in the year in which a lump sum distribution is received. You should consult a professional tax advisor for more information.

ROLLOVER

When you receive a distribution from the Savings Plan (other than a hardship distribution), it will not be subject to current taxation if you roll over the distribution to an IRA or to a qualified plan of another employer (if permitted by that plan). When you request a distribution, you can elect to have it made payable to another qualified plan or IRA for your benefit (a direct rollover). Or, for your taxable monies, you can receive the distribution and roll it over yourself, provided the transfer to the IRA or qualified plan takes place within sixty (60) days after the distribution is paid to you from the Savings Plan.

If you have a Roth account, it would be rolled over to a separate IRA with a Roth designation. You may also roll over non-Roth amounts to a Roth IRA. In that case, you would have to pay taxes at the time of the rollover, but you would be eligible for Roth favorable tax treatment after the rollover.

Income earned by a non-Roth rollover account will not be taxed until distributed. If the rollover is to a non-Roth IRA, taxable amounts distributed from the IRA are taxed as ordinary income. If the rollover is to a Roth IRA, the earnings will be exempt from federal income tax if they are distributed as part of a qualified distribution (i.e., a distribution from a designated Roth account made (1) after you reach age 59½ or become disabled (as defined by law) and (2) after at least four full calendar years have elapsed since the calendar year in which you made your first Roth contribution to the designated Roth account).

Federal income tax withholding at a 20% rate is required on the taxable portion of any eligible rollover distribution that is not directly transferred to an IRA or qualified retirement plan. Thus, if you receive a lump sum distribution from the Plan, the gross amount will be reduced by 20%. This withholding may not be waived. You may avoid the 20% withholding by electing to have the distribution transferred directly to an IRA or a qualified plan.

You are not required to transfer the entire Plan distribution to the IRA or subsequent qualified plan.

Generally, rules similar to those applicable to a participant with respect to transfers to an IRA are applicable to the spouse of a deceased participant.

UNREALIZED APPRECIATION ON EMPLOYER SECURITIES

The net unrealized appreciation on J&J common stock that is distributed in a lump sum in the form of shares is subject to special tax treatment. Net unrealized appreciation is the excess of the market value of the shares at the time of the distribution over the Plan's cost basis in the shares. Unless the participant elects otherwise, net unrealized appreciation will not be taxed at the time the stock is distributed but will be taxed only on a subsequent sale or exchange. Any gain up to the date of distribution will be treated as a long-term capital gain, regardless of how long the stock is held by the employee. Any further appreciation accruing while the stock is held by the employee is treated as a long-term or short-term capital gain, depending on how long the stock is held after the distribution (and any losses will be treated as capital losses).

For this special tax treatment of the net unrealized appreciation to apply, your entire account balance must be distributed within a single calendar year and you must elect the distribution of the J&J common stock in the form of shares. See *Distribution In Shares* under Section 10 (Payment of Your Account), above, for more information.

Additional Tax On Early Distributions

If you receive a distribution before attaining age 59½ (other than following a separation from service with the Company during or after the calendar year in which you reach age 55 or due to death or permanent disability), the 10% early withdrawal tax generally will be imposed on the taxable portion of the distribution. There are limited exceptions to this rule. The 10% early withdrawal tax is not imposed if you roll over the taxable distribution to an IRA or to another qualified retirement plan. However, the 20% withholding rules apply if the distribution is made directly to you (see *Rollover* in this section, above).

Nonqualified Distributions of Roth Contributions and Earnings

Roth distributions that are not qualified distributions (i.e., they are withdrawn prior to age 59½ or on or before December 31 of the fifth calendar year that ends after your first Roth contribution) receive the same tax treatment as regular post-tax contributions.

12. GENERAL PLAN INFORMATION

Participating Employers

As of January 1, 2019, all U.S.-based employers in the Johnson & Johnson Controlled Group as of that date participate in the Plan except for employers based in Puerto Rico. Internal restructuring does not affect participation in the Plan unless the Plan Administrator provides otherwise in an amendment to the Plan. Any new employer acquired through a corporate transaction will participate in the Plan only at the time and to the extent provided by the Plan Administrator.

Non-Assignment Of Benefits

Under this Plan, you may not assign, sell, transfer, or use your benefits as collateral. Furthermore, creditors may not attach your benefits in the Plan as a means of collecting debts owed by you.

There are a few exceptions to this rule. For example, your benefits could be reduced to satisfy a court order or a legal settlement relating to a violation of ERISA.

Additionally, benefits will be transferred to an alternate payee if required by a valid qualified domestic relations order (QDRO) if properly served on the Plan. A QDRO is an order or judgment from a state court directing the Plan Administrator to pay all or a portion of the participant's benefits to an alternate payee, such as a former spouse or beneficiary.

We encourage you to submit a draft domestic relations order to the following address for preapproval by the Plan Administrator, before you submit the order to the court.

Johnson & Johnson Qualified Order Team
Post Office Box 1433
Lincolnshire, IL 60069-1433
Fax: (847) 883-9313

If you have any questions, please contact the Benefit Service Center at 1-800-565-0122 and request to be transferred to the Qualified Specialist Unit. Representatives are available at this number to answer your questions Representatives available 9:00-5:00 Eastern time, Monday through Friday Monday through Friday from 9:00-5:00 Eastern time. Plan participants and beneficiaries can obtain a copy of the Plan's procedures governing qualified domestic relations orders without charge by contacting the Qualified Order Team.

Recovery of Overpayments

If any overpayment of benefits is made to you under this Plan, the Plan will recover the amount of the overpayment and interest. The Plan may recover the amount by subtracting it from future benefit payments (if there are any) or requiring you to pay it back. The Plan has an equitable lien with respect to any overpayment.

Doubt as to Identity or Whereabouts

In general, your vested account may not be distributed (and is subject to investment losses and expenses) until you request a distribution, or a distribution is required by law. Even if you request a distribution or a distribution is required by law, if there is doubt about your whereabouts, your benefit may be forfeited subject to reinstatement if a proper claim is made before the Plan is terminated.

If a check is issued to you and not cashed before the check expires, the benefit may be forfeited, subject to reinstatement if a proper claim is made before the Plan is terminated. In a claim for reinstatement, you will be required to demonstrate that the check was not cashed. Any uncertainty will be resolved in the Plan's favor.

Future Of The Plan

The Company reserves the right to change, suspend, or terminate the Plan at any time for any reason. If the Company terminates or partially terminates the Plan or discontinues contributions, all Plan funds will be used exclusively for the benefit of the Plan participants.

Pension Benefit Guaranty Corporation

As a defined contribution plan, this Plan is not covered by the termination insurance provisions of the Pension Benefit Guaranty Corporation (a government corporation established under the Employee Retirement Income Security Act of 1974).

Issuer Of Stock

Johnson & Johnson is the issuer of the shares of common stock covered under the Plan. As of December 31, 2018, an estimated 29,373,481 shares of J&J common stock remained available for use in the aggregate under the Plan and the Johnson & Johnson Retirement Savings Plan.

Plan Identification

Plan Name

Johnson & Johnson Savings Plan

Employer Identification Number

#22-1024240

Plan Identification Number

#100

PLAN TYPE

The Plan is a defined contribution plan with a 401(k) feature, a 401(m) feature and an Employee Stock Ownership Plan (ESOP) feature.

PLAN SPONSOR

Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, New Jersey 08933
(732) 524-0400

AGENT FOR SERVICE OF LEGAL PROCESS

For any legal proceeding, the Plan's agent is:

General Counsel
Johnson & Johnson
One Johnson &Johnson Plaza
New Brunswick, New Jersey 08933
(732) 524-0400

Legal action may also be served on the Plan Administrator or appropriate Plan Trustee.

TRUSTEE AND ASSET MANAGERS

TRUSTEE

State Street Bank and Trust Company
225 Franklin Street
Boston, MA 02101

BENEFIT PAYOR

Benefits from the Plan are paid by the Trustee, State Street Bank and Trust Company.

PLAN ADMINISTRATION

Johnson & Johnson sponsors the Savings Plan for employees of participating companies.

The Employee Retirement Income Security Act of 1974 (ERISA), a federal law, introduced certain requirements for employee benefit plans. Generally, these rules cover the funding and administration of benefit plans and your rights to benefits and communications about these benefits. The Plan Administrator is responsible for making sure that all employee benefit plans operate according to the terms of ERISA and the appropriate documents or contracts.

The Plan Administrator for the Savings Plan is Johnson & Johnson's Pension and Benefits Committee, which is a named fiduciary of the Plan. The Plan Administrator is responsible for controlling and managing the operation and administration of the Plan, interpreting Plan provisions and computing benefits, and selecting the Trustee, insurance companies, investment managers and consultants. The Plan Administrator may delegate certain responsibilities to personnel of Johnson & Johnson or a third-party administrator. Regardless of any statements made by such representatives with respect to the Plan, the Plan Administrator retains exclusive authority to interpret the Plan (and any related documents) and to establish or change the Plan's administrative procedures. When interpreting the Plan, the Plan Administrator will disregard any error in Plan language (commonly called a "scrivener's error"), as determined by Johnson & Johnson's Vice President, International Total Rewards & Global Benefits or another authorized officer.

Two sub-committees of the Plan Administrator have been established for the purpose of performing certain duties, responsibilities and obligations attendant to the Plan: the Benefit Investment Committee and the Benefit Claims Committee. The Benefit Investment Committee has responsibility for the oversight and management of the assets of the Savings Plan, including the selection of investment alternatives made available to participants under the Plan. The Benefit Claims Committee is responsible for hearing and deciding appeals of denied claims for benefits under the Savings Plan.

The Plan Administrator and any other Plan fiduciary may engage attorneys, accountants, actuaries, consultants, and others to advise it on issues related to the Plan. When it does so, the adviser's client is the Plan Administrator or other fiduciary, and not any participant or beneficiary under the Plan. Communications between an attorney and a client are "privileged," which means that they may not be disclosed to third parties unless the client waives the privilege. The Company, the Plan Administrator, and Plan fiduciaries affiliated with the Company intend and expect to preserve this attorney-client privilege, and all other rights to maintain confidentiality, to the full extent permitted by law. No participant or beneficiary will be permitted to review any communication between the Company, the Plan Administrator, or any other Plan fiduciary affiliated with the Company (including any representative or agent of the Plan Administrator or other fiduciary) and any of the attorneys or other advisors with respect to whom a privilege applies, unless mandated by a court order.

The address of the Plan Administrator is:

The Pension and Benefits Committee
Johnson & Johnson
One J&J Plaza
New Brunswick, New Jersey 08933
(732) 524-0400

The Plan Administrator has designated the J&J Benefit Service Center to be responsible for the day-to-day administration of this Plan. You can obtain Savings Plan information and perform Plan transactions either at the Benefit Service Center's web site at http://fyb.jnj.com (current employees) or http://digital.alight.com/jnjbsc (former and retired employees) (note that the URL is case sensitive) or by calling (800) 565-0122.

Plan Records

All Plan records are kept on a calendar-year basis.

Normal Retirement Age

The Plan's normal retirement age is 65.

Collectively Bargained Employees

For the collectively bargained employees who are eligible for the Plan, the Plan is maintained pursuant to a collective bargaining agreement. A copy of your collective bargaining agreement (if applicable) is available in your employer's office.

Summary Plan Description

This SPD is a summary of the J&J Savings Plan required by ERISA. It is not a guarantee of benefits under the Plan. Every effort has been made to report correct information. If there are any differences between this SPD and the actual Plan document, the terms of the Plan document or applicable policies and other agreements under which your benefits are determined will prevail. For the avoidance of doubt, silence in this document or in the Plan document will not be treated as an ambiguity.

You may print this SPD in whole or in part. However, only the complete document comprises the official Savings Plan SPD. You also can request a printed copy or download a copy via *For Your Benefit*TM or by calling the Benefit Service Center at 1-800-565-0122.

Potential Delays In Processing

The Plan Trustee, in its discretion, may limit the daily volume of its purchases or sales of securities, and, as a result, may limit transactions in any or all of the Plan's investment funds. Such delay in transactions may be for a number of reasons including, but not limited to, suspension of trading in an asset important to one of the investment funds, insufficient liquidity within any investment fund to process transactions, or a major market disruption. As a result, there may be a delay in accepting and/or executing participants' transaction requests for one or more days.

When You Have A Claim For Benefits

In general, you (or your designated beneficiary, when applicable) must file a claim for benefits through the Internet at http://fyb.jnj.com (current employees) or http://digital.alight.com/jnjbsc (former and retired employees) (note that the URL is case sensitive), by calling the Benefit Service Center at (800) 565-0122 (or (847) 883-0796 if calling from outside the U.S.) or by writing to the Benefit Service Center at the following address:

Johnson & Johnson
Benefit Service Center
P.O. Box 661103

Dallas, TX 75266

Your claim ordinarily will be evaluated and processed within 90 days from the date on which it is filed. If more time is needed, the review period may be extended for an additional 90 days. If this happens, you will be notified.

The period for deciding your claim begins when the Benefit Service Center receives your claim, even if all the information needed to review the claim is not included in that initial filing. However, if more information is needed to decide your claim, the period to decide the claim will be automatically extended until you provide the information (or, if you fail to respond, the date on which the information was due). If you don't receive this written explanation within the aforementioned period, the claim will be deemed denied.

If Your Claim Is Denied

If your claim is denied (in full or in part), you will be provided a notice of claim denial. The notice of claim denial will give specific reasons for the denial, identifying the specific Plan provisions involved and any other materials on which the decision was based, any additional information needed, and the reason why this information is needed. The notice will also provide an explanation of the appeal procedure, including a statement that you have a right to file a lawsuit under Section 502(a) of ERISA if your claim is denied after review on appeal. You are entitled to see all documents that affect your claim.

Appeal

If you receive notice that your claim has been denied (in full or in part) and you disagree with the decision, you are entitled to appeal and have the denial of your claim reviewed. You (or your appointed representative) can appeal and request a claim review within 60 days after you received the denial notice. You may submit written comments, documents, records, and other information related to your claim. The Benefit Claims Committee will take into account all such documents and information that you submit. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. Your appeal must be in writing to the following address:

Johnson & Johnson
Worldwide Benefits & Health Resources
Benefit Claims Committee
P.O. Box 2634
New Brunswick, NJ 08903

The Benefit Claims Committee will evaluate your claim within 60 days after you have filed your appeal and will make a decision. If more time is needed, the review period may be extended for an additional 60 days. If this happens, you will be notified.

The period for deciding an appeal begins when the Benefit Claims Committee receives your appeal, even if all the information needed to review the appeal is not included in that initial filing. If more information is needed to decide your appeal, the period to decide the appeal will be automatically extended by the amount of time from when the Benefit Claims Committee requests additional information until you provide the information (or, if you fail to respond, the date on which the information was due).

If your appeal is denied, the Benefit Claims Committee will provide a written decision on your claim, stating the reason for the decision and any applicable Plan provision or other material on which it is based. The written decision will also include a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim and a statement of your right to file a lawsuit under Section 502(a) of ERISA. If no decision is issued by the Benefit Claims Committee within the aforementioned period, the claim will be deemed denied on appeal.

The Benefit Claims Committee has full authority and discretion to decide claims, and its decisions are final and binding. See *Legal Action* in this section, below, and Section 13 (Your Rights Under ERISA), for information on legal action you can take if you feel your right to a benefit has been improperly denied.

Legal Action

Limitations Period for Filing a Lawsuit

If you wish to file a lawsuit that relates to the Plan (a) to recover benefits you believe are due to you under the terms of the Plan or any law; (b) to enforce your rights under the Plan; (c) to clarify your right to future benefits under the Plan; or (d) to seek a remedy, ruling or judgment of any kind against the Plan, the Plan Administrator or its delegate, Plan Fiduciaries, or a party in interest (within the meaning of ERISA) with respect to the Plan, you may not file a lawsuit until you have exhausted the claims procedures described above, and you must file the suit within the "Applicable Limitations Period" or your suit will be time-barred.

The Applicable Limitations Period is the period ending two years after the following date:

1. In the case of a claim or action to recover benefits allegedly due to you under the terms of the Plan or to clarify your right to future benefits under the terms of the Plan, the earliest of: (a) the date the first benefit payment was actually made, (b) the date the first benefit payment was allegedly due, or (c) the date the Plan first repudiated its alleged obligation to provide such benefits. For purposes of this rule, "repudiation" means a communication (which could be oral or in writing) indicating that you are not entitled to the particular benefit. A repudiation can be made in the form of a direct communication to you (such as a response to a claim or other inquiry, or an agreement or offer letter) or a more general communication about the benefits payable under the Plan—for example, this SPD, a summary of material modifications, or a benefit statement;

2. In the case of a claim or action to enforce an alleged right under the Plan (other than a claim or action to recover benefits), the date the Plan first denied your request to exercise such right; or

3. In the case of any other claim or action, the earliest date on which you knew or should have known of the material facts on which the claim or action is based, regardless of whether you were aware of the legal theory underlying the claim or action.

If a lawsuit is filed on behalf of more than one individual, the Applicable Limitations Period applies separately with respect to each individual.

If you have a timely claim or appeal pending pursuant to the Plan's claim review procedures when the Applicable Limitations Period would otherwise expire, the Applicable Limitations Period will be extended to 30 calendar days after the final denial of the claim on administrative review.

Subject to Section 413 of ERISA, the Applicable Limitations Period replaces and supersedes any limitations period that otherwise might be deemed applicable under any state or federal law. The Applicable Limitations Period does not affect any limitations period under Section 413 of ERISA.

Forum Selection

Legal actions against the Plan must be filed in either (1) the United States District Court for the District of New Jersey or (2) in the case of an action brought by an individual to recover benefits due to that individual under the Plan (not a class action or other action brought by or on behalf of the Plan or more than one plaintiff), the United States District Court for the district in which such plaintiff resides.

If any action is filed in a jurisdiction other than the appropriate court described above, or if any action filed in such a jurisdiction is subsequently amended or altered to add additional plaintiffs, to add class action allegations, or to add a claim on behalf of the Plan, then the Plan, all parties to such action that are related to the Plan (such as a Plan Fiduciary, administrator or party in interest), and all alleged participants must take all necessary steps to have the action removed to, transferred to, or re-filed in the appropriate jurisdiction as described above.

This forum selection provision is waived if no party invokes it within 120 days after the action is filed or amended or altered, as applicable.

This provision does not waive the requirement to exhaust the claims procedures described above before filing a lawsuit.

If you feel you must take legal action for any reason regarding your benefits, legal action can be served on Johnson & Johnson in care of:

General Counsel
Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, NJ 08933

Legal action may also be served on the Plan Administrator or appropriate Plan Trustee.

DOCUMENTS AVAILABLE UPON REQUEST

You can receive, upon request, copies of the following documents that are incorporated by reference in the Plan's prospectus (but that are not part of this SPD) and are filed by the Company with the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Exchange Act"):

(a) The Company's and the Plan's latest annual reports, filed pursuant to Sections 13(a) or 15(d) of the Exchange Act, or in the case of the Company either (1) the Company's latest prospectus filed pursuant to Rule 424(b) under the Securities Act which contains, either directly or by incorporation by reference, audited financial statements for the Company's latest fiscal year for which such statements have been filed or (2) the Company's annual report on Form 10-K filed under the Exchange Act containing audited financial statements for the Company's latest fiscal year.

(b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the annual reports or the prospectus or effective registration statement referred to in (a) above.

(c) The description of J&J common stock contained in the Registration Statement on Form S-3, filed with the Commission on August 7, 2001, as amended (Registration No. 333-67020), including any amendments or reports filed for the purpose of updating such description.

All documents filed by the Company and the Plan pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date hereof, and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in the Plan's prospectus (but are not part of this SPD).

Although the above documents and this SPD are part of the Plan's prospectus, neither the Plan's prospectus nor the above documents are incorporated by reference in this SPD.

The Company will provide without charge upon request by any person to whom this SPD is delivered, a copy of any or all of the documents listed above (other than exhibits to such documents unless such exhibits are specifically incorporated by reference into such documents). Requests should be directed to: The Office of the Secretary, Johnson & Johnson, One J&J Plaza, New Brunswick, New Jersey 08933 (telephone 732-524-2455) or to the J&J Benefit Service Center at 1-800-565-0122.

Participants may obtain additional information about the Plan and its administration at *For Your Benefit*™ at http://fyb.jnj.com (current employees) or http://digital.alight.com/jnjbsc (former and retired employees) (note that the URL is case sensitive) or by contacting the Benefit Service Center at 1-800-565-0122

13. YOUR RIGHTS UNDER ERISA

As a participant in the Johnson & Johnson Savings Plan, 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 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.

Receive quarterly statements showing the amount of your benefit under the Plan. If any benefit under the Plan is not vested, you have a right to receive a statement at least once per year telling you how many more years you have to work to get a vested right to that benefit. The Plan must provide these statements free of charge.

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 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 benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a benefit under the Plan 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, as described above.

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 Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, 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

Your Savings Plan account balance is available online at http://fyb.jnj.com (current employees) or http://digital.alight.com/jnjbsc (former and retired employees) (note that the URL is case sensitive) or at the Benefit Service Center at (800) 565-0122 (or +1 (847) 883-0796 if calling from outside the U.S.). For security purposes, you must enter your User ID and Password to receive your personalized Savings Plan information.

If you have any questions about the J&J Savings Plan, you may contact the Benefit Service Center or 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.

14. GLOSSARY

10% Early Withdrawal Tax

A ten percent (10%) additional tax due on any withdrawal or distribution from a tax-qualified retirement plan or IRA before age 59½ if the withdrawal or distribution is not rolled over to an eligible retirement plan or IRA. For a withdrawal or distribution from a tax-qualified retirement plan (but not an IRA), the 10% early withdrawal tax does not apply for withdrawals or distributions (1) after your employment with the Company terminates, if such termination occurs during or after the calendar year in which you reach age 55, or (2) to an alternate payee pursuant to a QDRO. The 10% early withdrawal tax also does not apply to a withdrawal or distribution from a tax-qualified retirement plan or an IRA after death or disability. Certain other limited exceptions may apply.

401(k)

A section of the Internal Revenue Code that allows employees to save and invest on a tax-favored basis by contributing a portion of their salary to a qualified employer-sponsored plan.

Approved Absence

An approved absence is an authorized leave of absence that is approved by a Johnson & Johnson company, such as: family or medical leave; personal leave (paid or unpaid); short or long-term disability; or military service, but only if the military service starts immediately after you leave a Johnson & Johnson company and you return to a Johnson & Johnson company after discharge within the time period allowed by law.

Automatic Escalation

A process that occurs each year, on March 1st (coincident with the timing of annual salary increases), where your Savings Plan contribution rate will automatically increase by a rate chosen by you, until you reach a target contribution rate also chosen by you.

Automatic Rebalancing

The process that rebalances your Savings Plan account to maintain the asset mix that you chose for your future contributions. Automatic rebalancing allows you to stay on point with your target asset allocation without constantly going online to make adjustments to your account. You may choose to have your Savings Plan balance automatically rebalanced every 90 days, 180 days, or annually.

Basis

See Cost Basis.

Beneficiary

The person(s) you designate to receive the value of your account in the event of your death. The Plan provides for a default beneficiary if you do not designate a beneficiary.

Benefit Claims Committee

A committee appointed by the Plan Administrator to hear and decide appeals of denied claims for benefits under the Savings Plan.

Benefit Service Center

The organization responsible for the day-to-day benefit administration activities for employees and retirees under the J&J salaried benefit plans.

Calendar Year

January 1 through December 31. This is also the Plan Year.

Cash Dividend Payment

The payment of cash dividends on J&J common stock to participants investing in the J&J Common Stock Fund or the J&J Stock Contributions Fund. Dividends that are not paid in cash are automatically reinvested in the J&J Common Stock Fund to purchase additional units in the Fund.

Catch-up Contributions

Additional pre-tax and Roth contributions that can be made by participants who are age 50 or older within any calendar year. Catch-up Contributions do not affect the regular contribution limits for the calendar year. The limit on Catch-up Contributions for 2018 is $6,000 – this amount can be contributed by those age 50 or older in addition to the regular 2018 pre-tax and Roth contribution limit of $18,500.

Common Stock

Units of ownership in a company.

Company

A participating Johnson & Johnson company.

Company Match or Company Matching Contribution

Money contributed by the Company to participants' accounts in the Savings Plan in addition to participants' own contributions. The Company Match is equal to 75% of the first 6% of eligible pay contributed by the participant. The entire Company Match is made in cash and invested in accordance with your investment elections for new contributions. Before January 1, 2005, two-thirds of the Company Match was made in cash and one-third was made in J&J common stock (the J&J common stock portion). The J&J common stock portion accumulated in the J&J Stock Contributions Fund.

Controlled Group

Johnson & Johnson and each company controlled (directly or indirectly) by Johnson & Johnson. For purposes of the Plan, "control" generally means an 80% or greater ownership interest.

Cost Basis

The sum of the purchase costs of all the shares of J&J common stock in your Savings Plan account. If you receive a lump sum distribution from the Plan in shares of J&J common stock, the cost basis is subject to federal ordinary income tax. (Your ordinary income will not include any amount paid with Roth or after-tax contributions or, in the case of a qualified distribution, earnings on Roth contributions, but these amounts will be included in your basis.)

Direct Rollover

A qualified retirement plan distribution that is paid to another qualified retirement plan, or an IRA (traditional or Roth), for your benefit.

Dividends

The portion of net earnings a corporation pays to its stockholders.

Eligible Pay

Your salary or rate of pay used to calculate your regular paycheck (and the basis of any salary increases) plus 50% of eligible paid sales commissions. Eligible pay does not include incentive or piecework earnings, overtime, bonuses, or other forms of extra compensation.

Eligible Sales Commissions

Compensatory payments designated by the Company as commissions earned by sales representatives and sales managers under a Company-established sales incentive compensation program based on sales results versus forecast.

Employee Stock Ownership Plan (ESOP)

The part of the Savings Plan containing shares of Johnson & Johnson stock that are allocated in the form of units to the accounts of employees participating in the Plan.

Equivalent Shares

Represent the approximate number of shares of J&J common stock you would receive if you were to take a distribution in shares from the J&J Common Stock Fund or J&J Stock Contributions Fund. Equivalent shares are determined by dividing the value of the portion of your account invested in the J&J Common Stock Fund or J&J Stock Contributions Fund by the share price. The closing J&J share price on the New York Stock Exchange is used by the Plan Trustee to calculate the number of equivalent shares available for withdrawals and distributions each day.

ERISA (Employee Retirement Income Security Act Of 1974)

A statute enacted by the U.S. Congress that regulates most private pension and welfare benefits plans in the U.S. to protect the rights of plan participants.

***For Your Benefit*™ (FYB)**

The Web site for the Savings Plan at http://fyb.jnj.com (current employees) or http://digital.alight.com/jnjbsc (former and retired employees) (note that the URL is case sensitive).

Forfeiture

The loss of any nonvested amount in your account due to your termination of employment before becoming vested in that amount.

Hardship Withdrawal

A Savings Plan withdrawal that may only be made for specific financial emergency reasons, when no other sources are available to meet the need. Participants are limited to four hardship withdrawals per calendar year.

IRA (Individual Retirement Account or Individual Retirement Annuity)

A retirement savings program for individuals to which contributions up to a specific annual limit can be made. Contributions to a traditional (non-Roth) IRA are generally tax deductible. Contributions to a Roth IRA are not tax deductible, but earnings on the contributions are exempt from federal tax, if certain requirements are met.

Investment Earnings

The earnings or losses allocated to your account based on the amount of money invested in each fund and the performance of the fund.

Investment Fund

The specific vehicle that receives, holds and invests participants' contributions.

Johnson & Johnson Company or J&J Company

A company in the Johnson & Johnson Controlled Group.

J&J Stock Contributions Fund

The fund that holds the pre-2005 contributions credited to your account from the 25% stock portion of the 75% Company Match (and any investment earnings on them).

Net Asset Value

The value of each unit in a Savings Plan investment fund. (See Unit Value.)

Non-Hardship Withdrawal

A withdrawal of eligible moneys and earnings from the Savings Plan that is not a hardship withdrawal. Non-hardship withdrawals must be made in a specified order of withdrawal.

Participant

An eligible employee or former eligible employee who has an account balance under the Plan.

Partner

A civil union partner, registered domestic partner or non-registered domestic partner who meets the applicable criteria under Johnson & Johnson's "Choices" flexible benefits program.

Pension and Benefits Committee

Johnson & Johnson's Pension and Benefits Committee. The Pension and Benefits Committee is the Plan Administrator and named fiduciary of the Plan responsible for duties such as controlling and managing the operation and administration of the Plan, interpreting Plan provisions, computing benefits and selecting the Trustee and investment managers.

Plan

The Johnson & Johnson Savings Plan.

Plan Year

January 1 through December 31.

Post-Tax Contributions

Non-Roth contributions to the Plan from payroll deductions of money that has already had income taxes taken out.

Pre-Tax Contributions

Contributions to the Plan from payroll deductions of money that has not had federal income tax taken out. Federal taxes are deferred for these contributions until the money is withdrawn.

Qualified Distribution

Disbursements from a designated Roth account or a Roth IRA made (1) after you reach age 59½ or become disabled (as defined by law) and (2) after at least four full calendar years have elapsed since the calendar year in which you made your first Roth contribution to the designated Roth account or Roth IRA, respectively. Qualified distributions carry no type of penalty or tax burden.

Qualified Plan

An employer-sponsored retirement or savings plan that meets Internal Revenue Code requirements, allowing it to have certain tax-favored treatment.

Quarterly Statement

A statement of your Savings Plan account as of the last day of the calendar quarter. Quarterly statements are provided to Plan participants early in the following calendar quarter.

Redemption Fee

An amount (2%) charged to the participant's account in the International Equity Fund on money transferred out of the Fund subsequent to being transferred into the Fund within the past 30 calendar days.

Rollover

The transfer of funds from one qualified retirement plan or IRA to another qualified plan IRA.

Roth Contributions

Contributions to the Plan from payroll deductions that are made after federal income tax is taken out. A qualified distribution of Roth contributions and earnings is not subject to federal income tax.

Share

A part into which the capital of a company is divided. It represents the owner's portion of interest in the Company.

Shareholder

An owner of Johnson & Johnson stock who is entitled to dividends and can vote on issues concerning Johnson & Johnson.

Tax Deferral

Delaying the payment of taxes. For example, in 401(k) savings plans (such as the J&J Savings Plan), taxes on investment earnings are postponed until the money is withdrawn. Pre-tax contributions to a 401(k) plan are deducted from the employee's pay before taxes are taken out, making them tax-deferred until a distribution is taken.

Trustee

A person, bank or company that has responsibility for the financial aspects of a plan's funds. State Street Bank and Trust Company is the Trustee of the Savings Plan, appointed by the Plan Administrator, to hold and manage employee and Company contributions.

Units

A unit is a portion of ownership in a Savings Plan's investment fund. For each investment fund that you are invested in, you own units, which increase as money is added to the fund, and decrease as money is extracted from the fund.

Unit Value

The value of each unit in a Savings Plan investment fund is determined by the Plan Trustee at the close of each business day of the New York Stock Exchange by taking into account all the assets and liabilities of the fund and dividing that by the number of units in the fund.

User ID

An ID that is created by you and uniquely identifies you on the *For Your Benefit*™ (FYB) Website. To create a new User ID:

- Go to the Log On page of FYB and choose "Create your user ID".
- Enter your Social Security Number and your original password.
- Choose "Register as a New User' and follow the prompts to create your User ID.

The system is not case sensitive; you can enter upper or lower case letters.

Valuation Date

Each day that the New York Stock Exchange (NYSE) is open for business. The value of Savings Plan assets on each valuation date is determined as of 4:00 p.m. Eastern Time or the close of business of the NYSE, whichever is earlier. Transactions executed before the close of business on the valuation date will be valued at that day's price. Transactions executed after the close of business will be valued at the closing price on the next valuation date.

Vesting

Your right to, or ownership of, the contributions and earnings in your Savings Plan account.