

**INTUIT INC. 401(k) PLAN**

**SUMMARY PLAN DESCRIPTION**

**Revised for the Plan as in Effect  
on January 1, 2017**

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**SUMMARY PLAN DESCRIPTION**  
**FOR THE**  
**INTUIT INC. 401(k) PLAN**

**SECTION I: PLAN OVERVIEW & INTRODUCTION**

The Intuit Inc. 401(k) Plan (the “Plan”) is a retirement plan designed to permit you, as an eligible employee of Intuit Inc. or certain of its subsidiaries (collectively referred to as the “Company” or “Intuit”), to accumulate funds for your retirement. The Plan was originally established effective as of April 1, 1992, and was subsequently restated in its entirety on six occasions, as of January 1, 1996, January 1, 2002, January 1, 2005, January 1, 2009, January 1, 2012, and January 1, 2017. This Summary Plan Description (“SPD”) reflects the January 1, 2017 restatement.

If you are an eligible employee, you may allocate a portion of your eligible compensation to a pre-tax elective contributions account or Roth elective contributions account under the Plan. Once you reach age 50, you may defer an additional amount to either of these accounts that is referred to as a “catch-up” deferral contribution. You may also allocate a portion of your eligible compensation to a regular after-tax contributions account.

The Plan contains an “automatic enrollment” feature which provides that unless (and until) you make an affirmative election otherwise, you will automatically have 6% of your eligible compensation deferred into the Plan each payroll period as a pre-tax elective contribution. Once you are automatically enrolled, this percentage shall automatically increase by 1% each August 1st (beginning with the first year following the year in which you are automatically enrolled), up to a maximum of 50%, unless you elect otherwise.

Making pre-tax elective contributions under the Plan means that current salary that would otherwise be paid and currently taxable as income to you, will instead be deposited into your pre-tax elective contributions account under the Plan. The amounts that you defer are not currently taxable except for Social Security (FICA) and Federal unemployment (FUTA) taxes, and any applicable state taxes. These contributions, including earnings (gains and losses) are generally treated as taxable income when you receive a distribution from the Plan if you do not roll over that distribution.

Making Roth elective contributions under the Plan means that current salary that would otherwise be paid to you, will instead be deposited into your Roth elective contributions account under the Plan on an after-tax basis. The amounts you defer into your Roth elective contributions account will be subject to federal and state income tax and Social Security (FICA) and Federal unemployment (FUTA) taxes at the time contributed to the Plan. Earnings (gains and losses) are not treated as taxable income when you receive a distribution from the Plan if certain requirements are met.

Making after-tax contributions under the Plan means that current salary that would be otherwise paid to you, will instead be deposited into your after-tax contributions account under the Plan on an after-tax basis. The amounts you defer into your after-tax contributions account will be subject to federal and state income tax and Social Security (FICA) and Federal unemployment

(FUTA) taxes at the time contributed to the Plan. Unlike Roth elective contributions, earnings (gains and losses) are treated as taxable income when you receive a distribution of after-tax contributions from the Plan.

You are fully entitled to, meaning you are 100% vested in, your pre-tax elective contributions, Roth elective contributions, and after-tax contributions, and any earnings (gains and losses) on those contributions.

If you are eligible, Intuit will make matching contributions based on your elective contributions (both pre-tax and Roth) for the plan year. Your matching contributions, including earnings (gains and losses) are generally treated as taxable income when you receive a distribution from the Plan if you do not roll over that distribution. Your interest in matching contributions made by Intuit will vest over a period of 2 years.

All contributions made to the Plan are held for your benefit by Great-West Trust Company, LLC (the "Trustee"). This summary plan description often refers to all amounts held in trust for you as "your Plan account"; administratively, however, your Plan account consists of several accounts based on different types of contributions such as your "pre-tax elective contributions account," "Roth elective contributions account," "catch-up contributions account (pre-tax and/or Roth)," "after-tax contributions account," "matching contributions account," "rollover contributions account," and/or your "Roth rollover contributions account."

You may take a withdrawal from the Plan while you are employed by Intuit, if you have reached age 59½, if you have a qualifying financial hardship, or if you are a reservist or National Guardsman and are called to active duty. You may also take a loan from a portion of your Plan account while you are employed by Intuit. You may take a withdrawal from your after-tax contributions account, rollover contributions account, or Roth rollover contributions account at any time and for any reason.

This Plan is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This means that you have the right to direct the investment of your Plan account among the available investment funds, and that the fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of your investment instructions.

This non-technical summary of the important features of the Plan may be revised from time to time, so please ensure that you have the most recent version. To confirm that you have the most recent version of the summary, please visit the Intuit intranet site or contact Intuit HR Connect at 1-800-819-1620.

This summary is not meant to interpret, extend or change the provisions of the Plan in any way. The provisions of the Plan can only be accurately interpreted by reading the actual Plan document, which takes precedence if there should be any conflict between the actual Plan document and this summary. The actual Plan document will be used by the Employee Benefits Administrative Committee (the "Committee"), in its sole and absolute discretion as Plan Administrator, in interpreting and applying the provisions of the Plan and making all determinations under the Plan, such as those pertaining to eligibility, the amount of benefits, and claims. Only the Committee (or its authorized delegate), in its sole and absolute discretion, may

make administrative interpretations of the provisions of the Plan.

The laws relating to retirement plans frequently change. In any case in which a Plan provision is inconsistent with any law, regulation or ruling, the Plan may be administered, at the sole and absolute discretion of the Committee, in accordance with the law, regulation or ruling, regardless of the terms and conditions of the Plan or this summary.

Neither the Plan nor this summary give you any right with respect to continuation of your employment by Intuit, nor will they interfere in any way with your right, or Intuit's right, to terminate your employment at any time, with or without cause.

## SECTION II: GENERAL INFORMATION

*Company Name,*  
*Address and Phone Number:* Intuit Inc.  
2535 Garcia Avenue  
Mountain View, CA 94043  
650-944-6000

*Company Federal Identification Number:* 77-0034661

*Plan Name:* Intuit Inc. 401(k) Plan

*Plan Number:* 001

*Effective Date:* April 1, 1992

*Restatement Effective Date:* January 1, 2017

*Plan Year:* January 1 through December 31

*Plan Administrator:* Employee Benefits Administrative Committee  
c/o Intuit Inc.  
2535 Garcia Avenue  
Mountain View, CA 94043  
650-944-6000

*Plan Trustee:* Great-West Trust Company, LLC  
8525 East Orchard Road  
Greenwood Village, CO 80111

*Agents for Service of Process:* Legal process may be served on the General Counsel at:  
P.O. Box 7850, MS 2650  
Mountain View, CA 94039-7850  
Legal process may also be served on the Trustee at the address shown above.

*Type of Plan:* A defined contribution pension plan containing a cash or deferred arrangement (“CODA”), and matching contributions maintained pursuant to Code Sections 401(a), 401(k), 401(m), and 501(a), and ERISA Section 404(c) whereby participants have the right to select their investments from among those available under the Plan.

*Type of Plan Administration:* Self-administered, with certain functions delegated to a third party administrator, Empower Retirement (Participant Services):  
  
Intuit401k.com  
1-844-INTU401

*Plan Document:* A copy of the Plan is available for inspection and copying during regular business hours Monday through Friday (excluding holidays), by making a request to Intuit HR at 1-800-819-1620. A charge may be made for copying. A copy of the most recent summary plan description (the “SPD”) is posted on the Intuit intranet site.

## SECTION III: QUESTIONS AND ANSWERS ABOUT PLAN PROVISIONS

### ELIGIBILITY AND PARTICIPATION

#### 1. Am I eligible to participate in the Plan?

You are eligible to participate in the Plan if you are an employee (as determined by Intuit), have reached age eighteen (18), and are not otherwise excluded (as explained below).

You are not eligible to participate in the Plan if:

- you are classified as an intern or a project employee by Intuit;
- you are covered by any other retirement plan to which Intuit is required to contribute;
- you are a non-resident alien with no U.S. sourced income (as defined in the Internal Revenue Code);
- you are covered by a collective bargaining agreement, unless that agreement specifically provides for participation in the Plan;
- you have entered into an agreement with Intuit that provides that you will not participate in this Plan;
- you are a non-employee board of director member, leased employee or other individual who is not an employee; or
- you are not on the U.S. payroll of Intuit.

#### 2. When and how do I enroll in the Plan if I am eligible?

***Enrollment for 401(k) Elective Contributions.*** If you are an eligible employee, you may begin participation in the Plan on the first day of any payroll period that coincides with or next follows the date that your employment with Intuit begins.

You may enroll in the Plan and make affirmative elections to make pre-tax elective contributions, Roth elective contributions, after-tax contributions and/or catch-up (pre-tax or Roth) contributions (if eligible) by calling Empower at 1-844-INTU401 or accessing the Empower website at [www.Intuit401k.com](http://www.Intuit401k.com). If you do not affirmatively enroll, you will automatically be enrolled in the Plan as soon as administratively feasible after you become eligible to participate, and have 6% of your eligible compensation withheld each payroll period and contributed to the Plan as pre-tax elective contributions. Each August 1st (beginning with the first year following the year you are initially automatically enrolled), your pre-tax elective contributions will automatically increase by 1%, up to a maximum of 50%. You may make an affirmative election to stop (or opt out of) automatic pre-tax elective contributions or automatic increases before they start or at any time thereafter.

Of course, you may adjust your contribution types (pre-tax, Roth, after-tax, catch-up) and/or



percentage under the Plan at any time and you are encouraged to select the appropriate investment funds that meet your personal financial objectives.

***To change or stop your elective contributions (including automatic enrollment), you may access the Empower Retirement website at [Intuit401k.com](http://Intuit401k.com), or call Participant Services any business day of the week at 1-844-INTU401 between 6:00 a.m. and 7:00 p.m. Pacific Time.***

***Eligibility for Intuit Matching Contributions.*** If you make pre-tax elective contributions (or they are made for you through automatic enrollment), or you make Roth elective contributions, then you are automatically eligible to receive Intuit matching contributions based on Intuit's matching contribution formula in effect at the time. Matching contributions will not be made on regular after-tax contributions or catch-up contributions.

### **3. How long can I participate in the Plan?**

Your participation in the Plan will continue until all amounts credited to your Plan accounts are distributed to you or your beneficiary. If you cease making contributions, lose eligibility, or terminate employment (but maintain your account) you become an inactive participant. Inactive participants are not eligible to receive matching contributions.

If you cease to be an active participant due to termination of employment or loss of eligible employee status and are later reemployed by Intuit or regain eligible status, then you may once again begin contributing to the Plan as soon as administratively feasible following your reemployment date or eligibility.

If you go on an authorized leave of absence you will generally continue to participate if you are receiving compensation. If you go on a military leave, special rules apply and you should contact the HR department.

## **CONTRIBUTIONS**

### **4. What can I contribute to the Plan?**

You can make elective contributions (pre-tax or Roth), after-tax contributions, catch-up contributions (pre-tax or Roth) and rollover contributions. To make elections, request to change or discontinue your deferral percentage, or initiate a rollover into the Plan you may either access the Empower Retirement website at [intuit401k.com](http://intuit401k.com) or call Empower Retirement Participant Services at 1-844-INTU401.

***Automatic Enrollment for Pre-Tax Elective Contributions.*** If you are an eligible employee you will automatically be enrolled in the Plan, as soon as administratively feasible, at an automatic pre-tax elective deferral contribution rate of 6% of eligible compensation (except for certain bonuses and commissions which are subject to a separate election) from each paycheck. Your pre-tax elective contributions will be automatically increased by 1% each August 1st, beginning the first year following the year you were automatically enrolled or re-enrolled, up to a maximum of 50%. If you are automatically enrolled in the Plan, you may make an affirmative

election to either cancel that enrollment or change your automatic deferral percentage from 6% to another percentage of eligible compensation (as explained below). Your election will become effective as soon as administratively feasible following the date you make it.

***Withdrawal of Automatic Pre-Tax Elective Contributions.*** You have ninety (90) days from the date the first automatic pre-tax elective contribution is made to the Plan on your behalf to elect to withdraw all automatic pre-tax elective contributions, adjusted for earnings. All matching contributions with respect to the amount withdrawn will be forfeited. Such withdrawal will be paid to you in a single lump sum and will not be eligible for a rollover distribution or direct rollover. If you elect to change the percentage of pre-tax elective contributions prior to the end of the 90-day period, any amounts deferred after such change may not be withdrawn as automatic elective contributions.

***Choosing Your Pre-Tax Elective Contributions Percentage or Roth Elective Contributions Percentage.*** If you are an eligible employee, you may make an affirmative election, instead of the automatic enrollment described above, to defer from 1% to 50% of your eligible compensation from each paycheck to your pre-tax elective contributions account and/or Roth elective contributions account. You may also affirmatively elect to have your deferral percentage automatically increased, in accordance with procedures established by the Plan Administrator.

***Separate Election for Bonuses and/or Commissions.*** You also may make an affirmative election to defer from 1% to 50% of your bonus and/or commission to your pre-tax elective contributions account and/or your Roth elective contributions account. Such election shall be separate from your regular pre-tax and Roth elections described above and is subject to rules established by the Plan Administrator.

***Restrictions on Pre-Tax Elective Contributions and Roth Elective Contributions.*** The Internal Revenue Service (“IRS”) limits the dollar amount of pre-tax elective contributions and Roth elective contributions that you may make in any calendar year to all 401(k) plans in which you participate to \$18,000 for 2017 (not including “catch-up” deferral contributions, for which there is a separate dollar limit described below). This amount may be adjusted annually by the IRS to reflect cost-of-living changes.

***Choosing Your After-Tax Contributions Percentage.*** You may make an affirmative election to make after-tax contributions in an amount from 1% to 10% of your eligible compensation from each paycheck to your after-tax contributions account.

Please note that Intuit does not match after-tax contributions.

***“Catch-Up” Elective Contributions.*** An eligible employee who is age fifty (50) or older at any time during the calendar year and maximizes his or her elective contributions for the year may defer (including through the separate election attributable to bonuses) an additional amount, referred to as “catch-up” elective contributions, in the form of either pre-tax elective contributions and/or Roth elective contributions. “Catch-up” contributions may not exceed 75% of your eligible compensation. “Catch-up” contributions are 100% vested at all times. If you make “catch-up” contributions during a Plan year in which you do not maximize your elective contributions (pre-tax and/or Roth) for that year, those contributions will be recharacterized as

elective contributions in accordance with applicable IRS requirements. Any contributions that are recharacterized shall retain the original treatment, either pre-tax or Roth, associated with such contributions.

“Catch-up” elective contributions are available up to \$6,000 for 2017. This amount may be adjusted annually by the IRS to reflect cost-of-living changes.

Please note that Intuit does not match catch-up contributions.

***Making Changes to Your Contributions.*** You may begin making contributions, or increase, decrease, or discontinue contributions (including automatic elective contributions) to your pre-tax elective contributions account, Roth elective contributions account, after-tax contributions account, or catch-up contributions account at any time. Your initial election or change will become effective as soon as administratively possible after you make an election. To request to change or discontinue your deferral percentage, you may either access the Empower Retirement website at [intuit401k.com](http://intuit401k.com) or call Empower Retirement Participant Services at 1-844-INTU401. You will need a personal identification number (PIN) to call the automated telephone system or log on to the website, which you can create when you first call the automated telephone system or log on to the website.

***Please note that it is your responsibility to review your paychecks to make sure that your elective contributions (pre-tax and/or Roth), after-tax contributions and “catch-up” (pre-tax or Roth) contributions, if any, are correct. Your Plan deductions are presumed to be correct, unless you notify the Committee in writing of an error before the end of plan year in which the error occurred.***

***Rollover Contributions.*** If you are eligible to participate in the Plan or you are a former employee with an account balance, and your intended rollover contributions meet Plan requirements, then you may roll over amounts that you contributed on a pre-tax or Roth basis to another retirement plan (including a Code Section 403(b) or 457(b) plan). Your rollover contributions accounts will be 100% vested at all times. You may apply to make rollover contributions to the Plan by contacting Empower Retirement for an Incoming Rollover Request Form. Forms can be obtained from the website, [Intuit401k.com](http://Intuit401k.com) or by calling Participant Services at 1-844-INTU401.

## **5. What will Intuit contribute to the Plan for me?**

***Matching Contributions.*** Intuit will make matching contributions on a pay period basis equal to 125% of up to six percent (6%) of your compensation contributed to the Plan as pre-tax elective contributions and/or Roth elective contributions subject to an annual limit of \$10,000.

These matching contributions become vested over a period of years as described in the section on vesting below.

Matching contributions will not be made on “catch-up” contributions or on after-tax contributions. Intuit allocates matching contributions in each payroll period for which a

participant makes elective contributions.

## **6. What is my eligible compensation for contribution purposes?**

Your eligible compensation for purposes of calculating the amount that you may defer (as pre-tax, Roth, after-tax or catch-up) and consequently the matching contributions you receive (on your pre-tax and Roth contributions) during a Plan year is your W-2 wages paid to you while you are a Plan participant, plus amounts you elect to contribute to this Plan and pre-tax contributions to the Intuit 125 cafeteria plan.

Eligible compensation does not include amounts realized from the exercise of a qualified or a non-qualified stock option; amounts associated with any award or grant of equity-based compensation, including but not limited to restricted stock, restricted stock units (or other items of remuneration that are similar), performance-based equity grants, nonqualified stock options, incentive stock options, and option under an employee stock purchase plan; reimbursement of expenses; expense allowances; any amount Intuit contributes as required for a person's coverage under a group insurance plan or other employee benefit plan (whether or not excludable from that person's gross income under that plan); welfare benefits, including imputed income from covering non-dependents; fringe benefits; employee award payments; or other amounts of extra compensation (for example, severance payments, payments of deferred compensation, and assistance payments).

Compensation paid after severance from employment is excluded from the definition of eligible compensation for all purposes under the Plan.

The maximum dollar amount of eligible compensation that may be taken into account under Federal tax law for a plan year to determine contributions made on your behalf to the Plan is \$270,000 for 2017. This amount may be adjusted annually by the IRS to reflect cost-of-living changes.

## **7. Are my contributions limited?**

Yes. The IRS imposes several limits on the amount that you may contribute to the Plan and the amount that Intuit may contribute on your behalf to the Plan.

***Annual Dollar Limit for Elective and "Catch-Up" Contributions.*** Both elective contributions (including both pre-tax and Roth elective contributions) and "catch-up" contributions are subject to separate annual dollar limits specified by the IRS according to federal tax law. As noted above, in 2017, pre-tax and Roth elective contributions cannot exceed \$18,000 and catch-up contributions cannot exceed \$6,000 (both limits subject to future cost of living increases).

***If You Participate In More Than One 401(k) Plan.*** If, in any calendar year, you participate in the 401(k) plan of another employer as well as this Plan, and if your total combined elective contributions (including pre-tax and Roth elective contributions) to all 401(k) plans *exceeds* the applicable annual dollar limit, then you will incur a tax penalty. The limit is \$18,000 for 2017 (this amount may be adjusted annually thereafter to reflect cost-of-living changes). However, you can avoid this tax penalty if you request and receive the excess contributions amount from one or a combination of the 401(k) plans that you participated in during the year. If you wish to

receive any excess contributions from this Plan, then you must notify the Intuit payroll department in writing no later than March 1st of the following calendar year.

***IRS Annual Limit on All Plan Contributions.*** Federal tax laws also impose a maximum dollar limit on the total amount contributed (except rollover contributions) to your Plan account for any one “limitation year” (January 1 through December 31). This maximum limit or “annual addition” for 2017 is the *lesser* of \$54,000 (subject to future cost-of-living adjustments), or 100% of your “Section 415 compensation” (as defined in the Plan) for the Plan year. In the unlikely event that the total amount contributed to your Plan account exceeds the annual addition limit for any limitation year, you will be notified and your contributions in excess of the annual addition limit may be refunded to you, and matching contributions made by Intuit that are in excess of the annual addition limit may be forfeited subject to Internal Revenue Service rules.

***Nondiscrimination Test Limits.*** Federal tax laws impose further limits on the amount of contributions that may be allocated to your accounts during a Plan Year through nondiscrimination testing. These additional limits are designed to prevent the Plan from primarily benefiting higher-paid employees (referred to as “highly compensated employees” or “HCEs”). These limits may require the Plan Administrator to reduce the amount of contributions allocated to your account if you are an HCE. You will be notified if you are determined to be an HCE whose contributions will be limited by this requirement.

## INVESTMENTS

### 8. Who decides how my Plan account is invested?

***Plan Assets Are Held in a Trust Fund.*** The Trustee is responsible for maintaining the trust fund that holds your Plan account and managing the investment of the trust, subject to your investment fund selections.

This Plan is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). This means that as a participant in the Plan, you are eligible to direct the investment of your Plan account among the then currently available investment funds listed and described at [intuit401k.com](http://intuit401k.com). ***Because you choose your investments, you are responsible for any investment losses that result from your investment decisions. The fiduciaries of the Plan are not liable for any losses that are the direct and necessary result of your investment instructions.***

### 9. What are my investment options?

The Committee selects the investment alternatives offered under the Plan. The Committee chooses the investment alternatives to provide you with a range of investments that will give you a reasonable opportunity to materially affect the potential return on your accounts and the potential risk to which your accounts are subject. The current funds are listed and further described at [www.Intuit401k.com](http://www.Intuit401k.com) or by calling Empower at 1-844-INTU401. The Committee monitors the investment alternatives and may change the investment alternatives from time to time. If this happens, you will be notified in advance.

Each fund has a particular investment objective and, accordingly, the degree of risk involved and the potential for long-term appreciation (or depreciation) will vary. You may call 1-844-INTU401, or log on to [www.Intuit401k.com](http://www.Intuit401k.com) to request written materials, including a current prospectus, for each of the funds. Please refer to the prospectus for each fund for detailed information and financial data pertaining to each fund.

*Before making any investment you should always obtain and read all available information concerning the investment, including a prospectus, financial statements, annual reports, other offering documents, and even analysts' reports where available. You may also wish to seek the advice of an investment advisor.*

#### **10. What if I fail to make an investment election?**

**Default Investment Fund.** If you do not make an investment election under the Plan (e.g. because you are auto enrolled) then your contributions—until such time as you elect to stop them or make an investment fund election—will automatically be invested in a default fund, chosen by Intuit. The default fund is intended to be a “qualified default investment alternative” (QDIA) within the meaning of Department of Labor Regulation 29 CFR Part 2550. Materials will be provided you if your Plan accounts are automatically invested in the QDIA. You may transfer out of the QDIA Fund at any time without financial penalty. More details about the QDIA funds offered in the Plan, including fees and expenses, are available by logging on to [www.Intuit401k.com](http://www.Intuit401k.com) or by calling Empower at 1-844-INTU40. You can also obtain information concerning the other investment alternatives available under the Plan from Empower.

#### **11. How do I Give the Plan Investment Direction or Make Changes to My Investment Allocation?**

You may make your initial investment or change the investment allocation for your Plan accounts by logging on to the Empower Retirement website at [intuit401k.com](http://intuit401k.com) or calling Empower Retirement Participant Services at 1-844-INTU401. You are strongly encouraged to verify that any investment fund change that you request is properly recorded and implemented. If you make your change via the Empower Retirement website at [intuit401k.com](http://intuit401k.com), you should print out your confirmation page. If you contact the Empower Retirement Participant Services line at 1-844-INTU401, a written confirmation will be mailed to your home. A statement reflecting the amounts that you currently have invested in each investment fund is available online at [intuit401k.com](http://intuit401k.com)

You should carefully evaluate the investment alternatives available to you under the Plan, and consult with your financial advisor to determine which funds meet your particular investment objectives. The value of your Plan account at any time is subject to a number of factors, including the performance of your investment funds, fluctuations in the stock market, variations in interest rates, and the economy. No assurances are given that the investment funds available under the Plan will produce any net gains or appreciation, or not suffer any net loss or depreciation.

## 12. When will the value of my Plan accounts be determined?

The value of your accounts is calculated at the close of business on each day the applicable markets are open. Each time that the Plan's assets are valued your accounts will be credited with their allocable share of income, gain, or loss. You may check your Plan accounts any time at [intuit401k.com](http://intuit401k.com). In addition, you will automatically be sent a quarterly statement regarding your accounts. Your participant statement will show your account balance, the value of each investment fund (including gains and losses), any limits/restrictions on investments, the importance of a diversified portfolio, and references to Department of Labor information on investing and diversification.

## VESTING

### 13. When am I vested in my Plan account?

**Types of Contributions that are 100% Vested.** You are always 100% vested in—meaning you are fully entitled to receive—those portions of your Plan account that include your pre-tax elective contributions, Roth elective contributions, after-tax contributions, “catch-up” elective contributions, rollover contributions, qualified non-elective contributions, qualified matching contributions, and earnings (gains and losses) on these contributions.

**Types of Contributions that are Subject to Vesting.** Those portions of your Plan account comprising matching contributions made by Intuit (and earnings, if any), are subject to gradual vesting over the period of your “years of service.” A “year of service” means each 12-consecutive month period within your period of service. Your period of service is the total of *all* periods that you work for Intuit, starting with your date of employment (or re-employment) and ending on the date that you have not been employed by Intuit for at least 12 months. If you worked for a company that was acquired by Intuit, your service with that company generally will count towards your period of service under the Plan. Also, service for eligibility purposes under the Plan for seasonal employees was determined differently prior to January 1, 2002. You may contact Intuit HR at 1-800-819-1620 to verify if a particular period of service counts, or if you have any questions about your eligibility to participate in, or periods of service under, the Plan.

- If you were hired on or before April 1, 2005, and remain employed after that date, the following schedule applies in determining your vested interest in matching contributions or profit sharing contributions made prior to January 1, 2012:

Years of Service	Vested Percentage
Less than one year	0%
One year but less than two years	25%
Two years but less than three years	50%
Three years or more	100%

- If you are first hired after April 1, 2005, the following schedule applies in determining your

vested interest in matching contributions or profit sharing contributions made prior to January 1, 2012:

<b>Years of Service</b>	<b>Vested Percentage</b>
Less than two years	0%
Two years but less than three years	50%
Three years or more	100%

- The following schedule applies in determining your vested interest in safe harbor matching contributions made after January 1, 2012 and prior to December 31, 2014, and matching contributions made on or after January 1, 2015:

<b>Years of Service</b>	<b>Vested Percentage</b>
Less than two years	0%
Two years or more	100%

**Accelerated Vesting.** Matching contributions, if any (and earnings, if any) allocated to your Plan account will become fully vested and nonforfeitable (to the extent not already vested under the schedule shown above) if you are employed by Intuit at the time of any of these events:

- you reach age 55; or
- you become disabled (as defined in the Plan); or
- upon your death; or
- on the date the Plan is terminated by Intuit, if you have a Plan account on that date.

**Vesting from Other Acquired Plans.** Amounts transferred to the Plan in connection with Intuit's past acquisitions of certain companies may be subject to different vesting provisions than those specified above. If you were a participant in a retirement plan of a company acquired by Intuit, and either that plan was merged into or assets of that plan were transferred to the Intuit Plan, please contact Intuit HR at 1-800-819-1620.

#### **14. Can any portion of my Plan account be forfeited?**

Yes. If you terminate employment with Intuit before you are fully vested in any matching contributions (and earnings on these contributions, if any), then the non-vested portion of your Plan account will forfeit to the Plan on the earlier of:

- the date you take a distribution of the vested portion of your Plan account, or
- when you have a "Total Break in Service."



You have a Total Break in Service when your cumulative Breaks in Service (12 consecutive month) total five (5) or more years following your termination of employment with Intuit.

**Forfeitures.** Forfeitures will be determined on a periodic basis. If a forfeiture results from matching contributions, then it will be applied toward future matching contributions made by Intuit.

**Restoring a Forfeiture if You Are Re-employed.** If the non-vested portion of your Plan account is forfeited because you left employment with Intuit and took a distribution of the vested portion of your Plan account, and you are re-employed by Intuit *before* you have a Total Break in Service (see above), then you can restore the forfeited non-vested portion by fully repaying the vested amount that was distributed to you no later than five (5) years from your re-employment date. If you do not timely repay the distribution, your Plan account will not be restored.

**Prior Service Restored by Intuit.** If you are re-employed by Intuit *before* you have a Total Break in Service, then your service up to the date of your previous termination of employment will be restored for future vesting in your entire Plan Account.

## LOANS AND IN-SERVICE DISTRIBUTIONS

### 15. May I borrow from the Plan?

Yes, you may borrow from the Plan if you meet the requirements under the Plan's Statement of Loan Policies and Guidelines, which may be amended from time to time by the Committee, in its sole and absolute discretion. The Statement of Loan Policies and Guidelines is available on the Intuit intranet site or from Intuit HR Connect at 1-800-819-1620.

### 16. May I take a withdrawal from my Plan account while I am employed by Intuit (an "in-service" withdrawal)?

Yes, but you are permitted to take a withdrawal while you are employed by Intuit only under the following limited circumstances:

**In-Service Withdrawal for Hardship.** If you have one of the below immediate and heavy financial needs that cannot be met through other available resources while you are employed by Intuit, then you may request a hardship withdrawal:

- expenses incurred or necessary for qualifying medical care (as described in Internal Revenue Code Section 213) for you, your spouse, your primary beneficiary, or dependents; or
- costs associated with purchasing your principal residence (excluding mortgage payments); or
- payment of post-secondary tuition and related educational fees, and room and board expenses, for the next twelve (12) months for you, your spouse, your primary beneficiary, children, or dependents; or

- payment required to prevent eviction from, or foreclosure on, your principal residence; or
- payment of burial or funeral expenses for your deceased parents, your spouse, your primary beneficiary, children or dependents; or
- payment of expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

You will have to certify in writing that the hardship exists and that it cannot be met through insurance, reasonable liquidation of your assets, by cessation of contributions to this Plan and all other plans maintained by Intuit for at least 6 months, or by other currently available loans from the Plan or other sources. The Committee (or its authorized delegate) will determine if you qualify for a hardship distribution, based on documentation that it determines is necessary or appropriate for you to provide to it. You may only receive one hardship distribution each Plan year.

You may only take a withdrawal from that part of your pre-tax elective contributions and Roth elective contributions (excluding earnings), vested non-safe harbor matching contributions, rollover contributions and Roth rollover contributions as is necessary to meet your immediate and heavy financial need, and anticipated taxes and penalties on that amount. If the hardship withdrawal amount is less than \$500, then it must be for the entire value of your Plan account.

***Withdrawals of Rollover Contributions or After-Tax Contributions.*** If you have made rollover contributions or Roth rollover contributions into the Plan or have made after tax contributions to the Plan, you may withdraw these amounts at any time.

***In-Service Withdrawal at Age 59½.*** If you are age 59½ or older, then you may withdraw, upon request, all or a portion of your Plan account.

***Qualified Reservist Distribution.*** If you are a reservist or National Guardsman (as defined in the United States Code) while you are employed by Intuit and you are ordered or called to active duty for a period in excess of 179 days (or for an indefinite period), you may withdraw, upon request, all or a portion of your Plan account (as long as the request is made during the period beginning on the date of your order or call to duty and ending at the close of your active duty period).

## **PAYMENTS OF BENEFITS**

### **17. When can I take a distribution from the Plan other than an “in-service” withdrawal?**

Other than “in-service” withdrawals, your Plan account is payable to you (or your beneficiary) when you terminate your employment with Intuit or if you die. If you have been away for more than 30 days on account of active military duty, as defined by the Internal Revenue Code, you will be treated as having terminated employment for distribution purposes and you can elect to receive a distribution of your Plan account. Please note that should you make this election, you

may not make elective contributions to the Plan during the 6-month period following the date of the distribution (unless your distribution also meets the definition of a Qualified Reservist Distribution, as defined above, in which case it will be treated as a Qualified Reservist Distribution and will not be subject to this 6-month restriction on making elective contributions).

#### **18. When am I required to take a distribution from the Plan?**

**Age 70 ½.** Once you terminate employment with Intuit, your account must begin to be distributed to you no later than April 1st of the calendar year following the calendar year in which you reach age 70½.

**Plan Accounts of \$1,000 or Less.** If your vested Plan account balance is \$1,000 or less at the time that you are eligible for a distribution, then that portion will automatically be distributed to you or your beneficiary at such time as set forth in administrative procedures established by the Committee. A distribution package will be sent to your last known address as shown in Plan records. If you (or your beneficiary) do not return a distribution election to Empower Retirement within sixty (60) days, then the balance of your account will automatically be distributed to you by a check sent to your last known home address as shown in Plan records.

**Plan Accounts Over \$1,000 and up to \$5,000, Automatic Rollover Rules.** If your vested Plan account balance is over \$1,000 and up to \$5,000 at the time that you are eligible for a distribution, then that portion will automatically be scheduled for distribution to you or your beneficiary at such time as set forth in administrative procedures established by the Committee.

A distribution package will be sent to your last known home address as shown in Plan records. If you (or your beneficiary) do not return a distribution election to Empower Retirement within sixty (60) days, then the Plan Administrator will arrange for your Plan account to be deposited in an Individual Retirement Account (an “automatic rollover IRA” or an “automatic Roth rollover IRA” for your Roth elective contributions and Roth rollover contributions) established by the Plan with Millennium Trust for your benefit. Your automatic rollover IRA and/or automatic Roth rollover IRA will be invested in an FDIC-insured, interest-bearing bank demand account, and will be subject to maintenance fees, as determined by Millennium Trust.

Establishing an automatic rollover IRA under the circumstances described in this section relieves Intuit, the Plan, the Committee and each of their delegates of any further responsibility for your Plan account balance. Once established, you (or your beneficiary) are then responsible for the automatic rollover IRA, including fees, investment directions and any eventual claim for distribution.

**Plan Accounts Over \$5,000.** If your vested Plan account balance exceeds \$5,000 at the time that you are eligible for a distribution, then you must generally consent to distribution of your Plan account before it will be made to you.

#### **19. How will my benefits be paid?**

You may elect to receive your vested Plan benefits in (i) a single lump sum, (ii) partial lump-sums at such times as you elect, or (iii) in substantially equally monthly, quarterly, semi-annual or annual installments over a specified duration.

**20. How may I designate a beneficiary, and who is my beneficiary if I do not designate anyone?**

To designate a beneficiary or change your existing beneficiary designation, log on to the Empower Retirement website at [intuit401k.com](http://intuit401k.com) or call Empower Retirement Participant Services at 1-844-INTU401. Please note that you may designate any person(s) or entity(ies) as your beneficiary(ies), subject to the rules below.

If you are married, then your spouse will automatically be your beneficiary, unless you designate another beneficiary with your spouse's written consent. To designate a beneficiary other than your spouse, if you are married, you will need to complete a beneficiary designation form which can be found online at [intuit401k.com](http://intuit401k.com) and have it notarized or witnessed by a Plan representative. If you marry after you have made a beneficiary designation; your marriage will nullify the beneficiary designation you made prior to the marriage and your beneficiary will be your spouse. If you wish to designate another beneficiary, you will need your spouse's written consent.

If you have not designated a beneficiary (or your beneficiary has died), the beneficiary will be designated in the following order of precedence, if then living: your surviving spouse, your children (in equal shares), your parents (in equal shares), your siblings (in equal shares), and your estate. If the deaths of you and your spouse occur within twenty-four (24) hours of each other and result from the same or related incident or event, your spouse will be deemed to have predeceased you. If a primary beneficiary who is entitled to payment dies before receiving his or her distribution and you did not name a contingent beneficiary and the primary beneficiary did not designate his or her own beneficiary, a beneficiary shall be designated in the same order as described above.

If the Committee is in doubt as to anyone's right to receive your account balance, it may either direct the Trustee to retain your account balance until the appropriate rights are determined, or pay such amount into any court of appropriate jurisdiction, without liability for any additional earnings which will be a complete discharge of the Plan's liability for disposition of your account balance.

**21. How are my Plan benefits taxed?**

*You may obtain a copy of the Special Tax Notice which describes the tax rules that apply to distributions at [intuit401k.com](http://intuit401k.com). This section is intended to be a high level overview of the tax rules that apply to Plan distributions. You should always consult with your tax advisor regarding your personal tax situation.*

**Distributions from Accounts Other than from your Roth Accounts.** When you receive (or your beneficiary receives) a distribution from the Plan (other than from your Roth contributions or after-tax contributions), the entire amount of that distribution (contributions plus earnings) will generally be taxable to you (or to your beneficiary) as ordinary income. An additional 10% Federal tax penalty (and any applicable state tax penalty) may apply for early distribution, which is a distribution before you have reached age 59½. Generally, only the earnings on after-tax contributions will be taxable to you (or to your beneficiary) as ordinary income.

You may generally postpone or reduce income tax payable on a distribution from the Plan if you “roll over” all or a portion of the distribution to another retirement plan or an IRA.

***Distribution from your Designated Roth Accounts.*** If you have a “qualified distribution” from your Roth accounts the contributions and earnings are not taxed. A “qualified” distribution from your Roth elective contributions account and/or your Roth catch-up contributions account is a distribution that occurs at least five years after the first Roth contribution is made to the plan (or Roth rollovers from a prior plan provided certain criteria are met) and you have reached age 59½, you die or become disabled. You may also rollover your Roth elective contributions and/or Roth catch-up contributions to a Roth IRA or employer plan that accepts Roth rollovers. If the distribution is not a “qualified distribution” and you do not do a rollover, you will be taxed on the earnings and if you are under age 59½ an additional 10% income tax on early distributions will also apply to the earnings (unless an exception applies).

***You are strongly encouraged to consult with your own tax advisor to determine how these (and related rules) apply to your particular facts and circumstances.***

**22. What is a direct rollover, and how and when can my distribution be made as a direct rollover?**

See the Special Tax Notice available at [intuit401k.com](http://intuit401k.com) for more information on rollovers. A “direct rollover” is when your distribution is paid directly to your new employer’s plan or to an IRA or Roth IRA, and not to you. You may generally postpone or reduce your income tax obligations and penalties resulting from a distribution by rolling over your distribution to your new employer’s retirement plan or to an IRA. Please note that you cannot directly roll over an in-service hardship withdrawal or a mandatory distribution made once you reached age 70½ after terminating employment with Intuit.

Any part of a distribution attributable to Roth elective contributions or Roth rollover contributions may only be rolled over to a Roth IRA or to another employer’s plan that provides for Roth elective contributions.

If you request a direct rollover, then you must provide the Trustee with specific information about the retirement plan, IRA or Roth IRA to which the direct rollover is to be made. Your distribution check will be made payable to that entity. If you intend to make a direct rollover to your new employer’s retirement plan, then you should first ask the administrator of that plan if it will accept the rollover and if there are any restrictions on the types of contributions it will accept.

If you elect to receive the distribution rather than make a direct rollover, in most cases 20% of the distribution will be withheld for Federal income tax purposes. Additional withholding may apply for state income tax purposes. You will receive a notice of your right to elect a direct rollover and of the withholding consequences of not electing a direct rollover in accordance with rules prescribed by the IRS. If you elect to receive the distribution you have up to 60 days from the date you receive the distribution to roll your distribution over to an IRA or to the retirement plan of another employer if you choose to do so.

**Example:** If you receive a cash distribution of 80% of your account balance (after mandatory withholding), then you may—within 60 days—roll over that amount to another retirement plan, IRA or Roth IRA. If you roll over the 80% cash distribution that you received, then the 20% that was previously withheld is subject to taxation (as described above).

To avoid any tax on that 20% (if you rolled over to another retirement plan or IRA), you may make up the 20% amount from your own money when you roll over the 80% cash distribution that you received. Thus, you could—within 60 days—roll over both the 80% cash distribution as well as an additional 20% (which must be your own money), so that no portion of the distribution is currently taxable to you. Any difference in federal tax due on your distribution from the 20% withholding will be resolved when you file your federal income tax return for that year.

The rollover rules described above that apply to you also apply to your surviving or alternate payee spouse. A distribution made to a beneficiary other than your surviving or alternate payee spouse (a “non-spouse beneficiary”) may also be rolled over, *but is subject to the following rules:* A non-spouse beneficiary must make a direct rollover of death benefits received from the Plan to an IRA or Roth IRA established to receive the distribution. Rollovers to another employer retirement plan are not permitted. Also, the non-spouse beneficiary cannot receive payment and then roll over the payment him/herself to the IRA or Roth IRA. The IRA or Roth IRA will be treated as an inherited IRA and will be subject to the minimum distribution rules that apply to beneficiaries under the Plan and to inherited IRA beneficiaries. Your non-spouse beneficiary should consult with a personal tax advisor in order to understand these rules before electing a rollover.

### **23. May I convert contributions in my non-Roth accounts in the Plan to Roth elective contributions?**

Yes. You may elect an in-Plan rollover of all or a portion of your accounts, including your pre-tax elective contributions, pre-tax catch-up contributions, after-tax contributions, and your matching contributions accounts, into a special Roth conversion account. At the time of the in-Plan rollover, the amounts converted (contributions plus earnings) become taxable income to you. There is no premature withdrawal penalty tax on the Roth conversion, but you will be taxed on the amounts converted (contributions plus earnings) as ordinary income. You also may elect an in-Plan rollover of all or a portion of your regular after-tax contributions into the special Roth conversion account. For example, if you do an in-plan Roth rollover from your pre-tax accounts you will owe taxes on the total amount, including earnings, which were transferred to your Roth conversion account. If you do an in-plan Roth rollover of after-tax contributions, you will owe taxes on the amount of earnings only as you have already paid taxes on the after-tax contributions. You will receive a Form 1099-R which reports the amount of taxable income resulting from your in-plan Roth rollover.

The funds in your special in-plan Roth rollover account, including earnings, will not be taxed again when later distributed to you, as long as you wait until the in-plan Roth rollover account is distributable without penalty.

The Roth in-plan rollover rules described above that apply to you also apply to your surviving

spouse or alternate payee.

*You are strongly encouraged to consult with your own tax advisor to determine how these (and related rules) apply to your particular facts and circumstances.*

## ASSIGNMENTS

### **24. May I assign or transfer my Plan account prior to distribution?**

Generally, no. Your interest in the Plan normally cannot be subject to a claim against you, or attached or subject to garnishment or other legal process by a creditor, and you normally cannot sell, assign, or transfer your interest in the Plan before it is distributed to you. However, your interest in the Plan can be reduced due to:

- Federal tax levies and executions on Federal tax judgments against you;
- payments made in satisfaction of the rights of an alternate payee in connection with a divorce pursuant to a qualified domestic relations order (“QDRO”); or
- an offset against your Plan account, resulting from the default of a loan that you took from the Plan; or
- a judgment or settlement against you, as specifically provided for in the Internal Revenue Code.

### **25. What is a qualified domestic relations order?**

A qualified domestic relations order (“QDRO”) is a court order that creates or recognizes the right of an alternate payee (for example, your child or former spouse) to all or a part of your Plan account. A QDRO is an exception to the general protection of your Plan account from creditors. Please note that as a Participant, you will be responsible for a nominal fee related to the administration of any QDRO impacting your account. Further information regarding this fee is available on the QDRO Consultants Company, LLC web site at <http://www.qdros.com>.

The Committee (or QDRO Consultants Company, LLC as its authorized delegate) must notify you if the Plan receives a domestic relations order that affects your Plan account and must also determine, within a reasonable time, if that order is qualified. You and each alternate payee will be notified whether the order is qualified. While the determination is being made a hold will be placed on your account—meaning loans, withdrawals or distributions may not be taken—to protect the affected benefits. Further information may be found regarding QDROs on the QDRO Consultants Company, LLC web site at <http://www.qdros.com>.

## ADMINISTRATION AND CLAIMS PROCEDURES

### 26. Who administers the Plan?

Intuit is the Plan sponsor, and the Committee is the Plan Administrator under ERISA. Both Intuit and the Committee may appoint other persons or entities to assume certain of each of their Plan duties.

The Committee has the sole and absolute discretion and authority to construe, interpret and apply Plan provisions and to make all Plan determinations, including (but not limited to) those regarding eligibility, the amount, manner and time of payment of any benefits from the Plan, and claims for Plan benefits.

### 27. Are any fees or expenses charged to my Plan account?

Fees currently are charged to your account for the administration of the Plan. These fees are reflected in your quarterly benefit statement. You also can obtain information on these fees by accessing the Empower Retirement participant website at [intuit401k.com](http://intuit401k.com), or by calling Empower Retirement Participant Services at 1-844-INTU401. In addition, certain Plan investments may have fees and expenses associated with them (such as redemption fees or basis points) which are detailed in the investment fund's prospectus. Please see Supplement A for information on how to obtain a copy of an investment fund prospectus.

### 28. How do I make a claim under the Plan?

***When to File a Claim.*** Distribution of your benefits under the Plan will normally be made as described in the Payment of Benefits section above, as applicable to your particular circumstances. However, if you believe that you are being denied rights or benefits under the Plan, then you may file a claim in writing with the Committee. You may review any pertinent documents, other than those that are legally-privileged and may submit issues and comments to the Committee in writing. Your beneficiary may bring a claim. You also may designate in writing an authorized representative to act on your behalf.

***Denial of a Claim.*** If a claim is submitted that is denied in whole or in part, then the Committee (or its authorized delegate) will provide you, your beneficiary, or your authorized representative with an explanation. This explanation of the denial will include the following:

- the specific reason(s) for the denial, as well as the specific provision(s) of the Plan upon which the denial is based;
- a list of any additional material or information that could help you support your claim and reasons why that material or information is needed;
- a statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information (except to the extent that this information is legally-privileged) relevant to your claim; and



- an explanation of how you may appeal the denial of your claim, and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

Generally, you will receive this explanation within 90 days after the Committee has received your claim. If, however, special circumstances require an extension of time, then you will receive a notice prior to the end of the initial 90-day period informing you of the extension. Any extension will not exceed an additional 90 days from the end of the initial 90-day period.

## **29. How can I appeal a decision under the Plan?**

***Appealing a Denied Claim.*** If your claim is denied in whole or in part, then you (or your authorized representative) may request a review. You must request a review by written application to the Committee within 60 days following the denial.

***Timing of Reaching a Decision.*** The Committee will issue a decision within 60 days after your request for review has been filed, unless the Committee extends this period for an additional 60 days because of special circumstances. You will receive notification from the Committee within the first 60 days if it will extend the review period for another 60 days.

***Claim Appeal is Denied.*** If an appeal by you (or your beneficiary) of the denial of a claim is also denied in whole or in part, then the Committee will provide you (or your beneficiary) with an explanation of the subsequent denial, which will include the following:

- the specific reason(s) for the denial, as well as the specific provision(s) of the Plan upon which the denial is based;
- a statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information (except to the extent legally-privileged) relevant to your claim; and
- a statement regarding your right to bring an action under ERISA Section 502(a).

***Statute of Limitations.*** Legal action may not be brought more than one (1) year after the date that the Committee communicates its decision on appeal. In no event, however, may legal action be brought more than four (4) years after the facts giving rise to the legal action occurred.

## **30. Can the Plan be amended or terminated?**

Yes. Although Intuit intends to continue the Plan indefinitely, the Company reserves the right to amend or terminate the Plan, including but not limited to the right to discontinue contributions to the Plan at any time for any reason. Amendments are effective as of the date specified in the amendment and may be made retroactively. In the event that the Plan is terminated and, if Intuit does not maintain another defined contribution plan, then your entire account balance will be fully vested (if not already) and will be paid to you in a single lump sum payment in accordance

with the distribution provisions of the Plan.

### **31. Are my benefits insured?**

No. The benefits under the Plan are based solely upon contributions to your account and any earnings (gains and losses) on those contributions. Consequently, the Pension Benefit Guaranty Corporation (“PBGC”) does not insure your benefits.

## **SECTION IV: RIGHTS UNDER ERISA**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all 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 work sites, all documents governing the Plan 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 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.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (normal retirement age is 65; the Plan allows for distributions upon reaching early retirement which is 55) and, if so, what your benefits would be if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people 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 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 pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, then you may file suit in Federal court. If it should happen that the 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 that your claim is frivolous.

## **Assistance with Your Questions**

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