UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

[X] Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended JANUARY 31, 2000 or

[ ] Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from ___________ to ___________.

COMMISSION FILE NUMBER 0-21180

INTUIT INC.
(Exact name of registrant as specified in its charter)

DELAWARE	77-0034661
(State of incorporation)	(IRS employer identification no.)

2535 GARCIA AVENUE, MOUNTAIN VIEW, CA 94043
(Address of principal executive offices)

(650) 944-6000
(Registrant's telephone number, including area code)

Indicate by a check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Approximately 201,677,034 shares of Common Stock, $0.01 par value, as of February 29, 2000

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INTUIT INC.
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<TABLE>
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PART I FINANCIAL INFORMATION

INTUIT INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

(In thousands, except par value; unaudited)	JULY 31, 1999	JANUARY 31, 2000
ASSETS		
Current assets:		
Cash and cash equivalents	$ 554,230	$ 377,685
Short-term investments	305,125	412,918
Marketable securities	431,319	1,046,170
Customer deposits	145,836	135,456
Accounts receivable, net(1)	63,677	249,146
Mortgage loans	84,983	38,386
Deferred income taxes	64,925	65,002
Inventories	4,931	9,351
Income taxes receivable	--	1,190
Prepaid expenses and other current assets(2)	67,859	34,803
Total current assets	1,722,885	2,370,107
Property and equipment, net	119,220	149,324
Purchased intangibles, net	98,049	97,275
Goodwill, net	383,102	416,874
Other assets	7,897	9,022
Long-term deferred income taxes	76,190	80,222
Investments	45,704	39,569
Restricted investments	36,028	38,416
Total assets	$2,489,075	$ 3,200,809
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Lines of credit	$ 29,896	$ 3,283
Accounts payable	66,436	121,110
Accrued compensation and related liabilities	39,996	49,733
Payroll tax obligations	131,148	127,333
Escrow liabilities	14,857	9,821
Drafts payable	49,169	15,344
Deferred revenue	65,994	106,395
Income taxes payable	143,181	--
Deferred income taxes	136,694	384,484
Other accrued liabilities	201,872	271,760
Total current liabilities	879,243	1,089,263
Long-term notes payable	36,614	37,862
Long-term deferred income taxes	11,615	11,919
Minority interest	215	224
Stockholders' equity		
Preferred stock, $0.01 par value		
Authorized - 1,345 shares total; 145 shares designated Series A;		
250 shares designated Series B Junior Participating		

Issued and outstanding - none; none	--	--
Common stock, $0.01 par value		
Authorized - 750,000 shares		
Issued and outstanding - 196,350 and 201,093 shares, respectively	1,073	2,012
Additional paid-in capital	1,266,004	1,433,323
Acquisition related deferred compensation	--	(30,063)
Accumulated other comprehensive income	77,680	448,207
Accumulated retained earnings	216,631	208,062
Total stockholders' equity	1,561,388	2,061,541
Total liabilities and stockholders' equity	$2,489,075	$ 3,200,809

</TABLE>

(1) Includes $0.1 million and $2.3 million due from Checkfree at July 31, 1999 and January 31, 2000, respectively (see Note 11).

(2) Includes $6.7 million and $10.6 million note receivable from Venture Finance Software Corp. at July 31, 1999 and January 31, 2000 respectively (see Note 11).

See accompanying notes to condensed consolidated financial statements.

INTUIT INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

<TABLE>
<CAPTION>

<S> (In thousands, except per share amounts; unaudited)	THREE MONTHS ENDED JANUARY 31, 1999 <C>	2000 <C>	SIX MONTHS ENDED JANUARY 31, 1999 <C>	2000 <C>
Net revenue(1)	$373,733	$ 425,499	$510,614	$ 602,427
Costs and expenses:				
Cost of goods sold:				
Products and services	70,234	93,066	109,231	149,506
Amortization of purchased software and other	1,897	2,489	3,701	4,921
Customer service & technical support	41,144	47,657	72,004	81,958
Selling & marketing	71,203	86,110	124,282	156,015
Research & development	36,353	44,038	70,021	85,750
General & administrative	19,625	23,327	38,934	44,819
Charge for purchased research and development	--	--	--	1,312
Amortization of goodwill and purchased intangibles	20,962	45,211	41,932	81,562
Amortization of acquisition related deferred compensation	--	1,005	--	1,744
Reorganization costs	2,000	--	2,000	3,500
Total costs & expenses	263,418	342,903	462,105	611,087
Income (loss) from operations	110,315	82,596	48,509	(8,660)
Interest and other income and expense, net	3,950	6,988	7,298	15,465
Gain (loss) from marketable securities	10,088	(2,800)	10,088	(20,110)
Income (loss) before income taxes	124,353	86,784	65,895	(13,305)
Income tax provision (benefit)	31,228	29,582	17,665	(4,587)
Minority interest	--	(90)	--	(149)
Net income (loss)	$ 93,125	$ 57,292	$ 48,230	$ (8,569)
Basic net income (loss) per share	$ 0.49	$ 0.29	$ 0.26	$ (0.04)
Shares used in per share amounts	188,813	195,935	187,600	192,285
Diluted net income (loss) per share	$ 0.47	$ 0.27	$ 0.25	$ (0.04)
Shares used in per share amounts	198,413	209,566	195,561	192,285

</TABLE>

(1) Includes $1.3 million and $2.4 million from Checkfree for the three and six months ended January 31, 1999 and $1.8 million and $3.6 million from Checkfree for the three and six months ended January 31, 2000 respectively (see Note 11).

See accompanying notes to condensed consolidated financial statements.

INTUIT INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS

<TABLE>
<CAPTION>

(In thousands; unaudited)	SIX MONTHS ENDED JANUARY 31, 1999	2000
<S>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ 48,230	$ (8,569)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Amortization of goodwill and other purchased intangibles	45,633	86,483
Deferred compensation expense	--	1,744
Depreciation	18,002	21,798
Charge for purchased research and development	--	1,312
(Gain) loss from marketable securities	(10,088)	20,110
Changes in assets and liabilities:		
Accounts receivable	(181,831)	(185,369)
Inventories	(2,170)	(4,420)
Mortgage loans	(66,435)	46,597
Prepaid expenses and other current assets	(16,544)	32,163
Customer deposits	(8,514)	6,565
Deferred income tax assets and liabilities	(1,428)	(3,805)
Accounts payable	25,838	54,620
Accrued compensation and related liabilities	4,877	9,572
Escrow funds payable	8,362	(5,036)
Deferred revenue	(12,581)	40,401
Drafts payable	9,812	(33,825)
Accrued acquisition liabilities	(19,181)	(5,389)
Other accrued liabilities	130,558	63,936
Income taxes payable	25,404	(94,561)
Minority interest	--	9
Net cash (used in) provided by operating activities	(2,056)	44,336
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of marketable securities	17,263	--
Purchase of property and equipment	(27,448)	(51,901)
Principal payments of long-term debt	(29)	--
(Increase) in other assets	(7,262)	(14,851)
Purchase of short-term investments	(145,086)	(301,277)
Acquisitions and dispositions, net of cash acquired	--	(54,584)
Purchase of long-term investments	(474)	(11,115)
Liquidation and maturity of short-term investments	100,547	191,096
Net cash used in investing activities	(62,489)	(242,632)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net borrowings (payments) under lines of credit	70,887	(26,613)
Net borrowings under reverse repurchase agreement	9,135	--
Purchase of common stock	(1,308)	--
Net proceeds from issuance of common stock	39,627	48,364
Rock Financial and Title Source payments of dividends	(177)	--
Net cash provided by financing activities	118,164	21,751
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	53,619	(176,545)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	140,991	554,230
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 194,610	$ 377,685

</TABLE>

See accompanying notes to condensed consolidated financial statements.

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INTUIT INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

- - ---

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Company

Intuit Inc. develops, sells and supports small business accounting, tax preparation and consumer finance desktop software products, financial supplies (such as computer checks, envelopes and invoices), mortgage loans and Internet-based products and services for individuals and small businesses. Our products and services are designed to automate commonly performed financial tasks and to simplify the way individuals and small businesses manage their finances. We sell our products throughout North America and in many international markets. Sales are made through retail distribution channels, traditional direct sales to customers and via the Internet.

Basis of Presentation

Intuit has prepared the accompanying unaudited condensed consolidated financial statements in accordance with generally accepted accounting principles for interim financial statements. We have included all adjustments considered necessary to give a fair presentation of our operating results for the periods shown. Results for the six months ended January 31, 2000 do not necessarily indicate the results to be expected for the fiscal year ending July 31, 2000 or any other future period. All financial statements presented are restated to include the results of our Rock Financial Corporation ("Rock") and Title Source, Inc. ("Title Source") subsidiaries which were acquired on December 8, 1999 in a transaction which was accounted for as a pooling of interests. These statements and accompanying notes should be read together with the audited consolidated financial statements for the fiscal year ended July 31, 1999 included in Intuit's Form 10K-A, Amendment No. 1, filed with the Securities and Exchange Commission.

Principles of Consolidation

The condensed consolidated financial statements include all of our accounts and those of our wholly-owned subsidiaries. We have eliminated all significant intercompany accounts and transactions. Investments in which management intends to maintain more than a temporary 20% to 50% interest, or otherwise has the ability to exercise significant influence, are accounted for under the equity method. Investments in which we have less than a 20% interest and/or do not have the ability to exercise significant influence are carried at the lower of cost or estimated realizable value.

Use of Estimates

To comply with generally accepted accounting principles, we make estimates and assumptions that affect the amounts reported in the financial statements and disclosures made in the accompanying notes. Our most significant estimates are related to reserves for product returns and exchanges, reserves for rebates and the collectability of accounts receivable. We also use estimates to determine the remaining economic lives and carrying value of goodwill, purchased intangibles, and fixed assets. Despite our intention to establish accurate estimates and assumptions, actual results may differ from our estimates.

Net Revenue

Intuit recognizes revenue upon shipment of our shrink-wrapped products based on "FOB shipping" terms. Because, under FOB shipping terms, title and risk of loss are transferred, and we have no continuing obligations,

once our products are delivered to the shipper, we recognize revenue upon shipment, net of reserves based on historical experience. To recognize revenue, it must be probable that we will collect the accounts receivable from our customers. Reserves are provided for returns of excess quantities of current product versions, as well as previous versions of products still in the distribution channel when new versions are launched. In some situations, we receive advance payments from our customers. Revenue associated with these advance payments is deferred until the products are shipped or services are provided. We also reduce revenue by the estimated cost of rebates when products are shipped. Warranty reserves are provided at the time revenue is recognized for the estimated cost of replacing defective products.

We recognize revenue from Internet products and services when that revenue is "earned" based on the nature of the particular product or service. For Internet products and services that are provided over a period of time, revenue is recognized pro rata based on the passage of the contractual time period during which the product or service is to be provided or in accordance with agreed upon performance criteria. However, where the Internet product or service is to be delivered or provided at one point in time, revenue is recognized immediately upon delivery of the product or completion of the service, rather than over time. For example, we earn advertising revenues from third parties that advertise on certain of our websites and contract to run such advertisements for a particular period of time. In that case, the associated advertising revenue is recognized ratably over the contractual time period during which the advertising is to be placed. By contrast, for on-line transactions for which we receive a payment, revenue is recognized upon completion of the transaction, assuming there are no remaining obligations on our part.

Intuit also offers several plans under which customers are charged for technical support assistance. Fees charged for these plans are collected in advance and are recognized as revenue over a period of time (generally one year) at a rate that is based on historical call volumes for support, which approximates when these services are performed. Costs incurred for fee for support plans are included in cost of goods sold.

We defer loan origination revenue and associated incremental direct costs on loans held for sale until the related loan is sold. We recognize gains and losses on loans at the time we sell them, based upon the difference between the selling price and the carrying value of the related loans sold. We recognize loan servicing revenue as the related principal is collected. We recognize interest income on mortgage loans as it is earned, and we recognize interest expenses on related borrowings as we incur them.

Customer Service and Technical Support

Customer service and technical support costs include the costs associated with performing order processing, answering customer inquiries and providing technical assistance by telephone, fax, email, and the Internet. In connection with the sale of certain products, Intuit provides limited free telephone support service to customers. This free service, also referred to as post-contract customer support, is included in this expense category. We do not defer the recognition of any revenue associated with sales of these products, since the cost of providing this free support is insignificant. The support is provided within one year after the associated revenue is recognized and enhancements are minimal and infrequent. The estimated cost of providing this free support is accrued upon product shipment.

Cash, Cash Equivalents and Short-Term Investments

Intuit considers highly liquid investments with a maturity of three months or less at the date of purchase to be cash equivalents. Both cash equivalents and short-term investments are considered available-for-sale securities and are carried at amortized cost, which approximates fair value. Available-for-sale securities are classified as current assets based upon our intent and ability to use any and all of these securities as necessary to satisfy the significant short-term liquidity requirements that may arise from the highly seasonal and cyclical nature of our business. Based on our significant business seasonality, cash flow requirements within quarters may fluctuate dramatically and could require us to use a significant amount of the cash investments held as available-for-sale securities.

The following schedule summarizes the estimated fair value of our cash, cash equivalents and short-term investments:

<TABLE>
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(In thousands; unaudited)	JULY 31, 1999	JANUARY 31, 2000
Cash and cash equivalents:		
Cash	$ 56,548	$ 9,235
Money market funds	294,190	172,342
Commercial paper	156,037	40,875
Municipal bonds	37,455	155,233
U.S. Government securities	10,000	--
	$ 554,230	$ 377,685
Short-term investments:		
Certificates of deposit	$ 9,901	$ --
Commercial Paper	--	103,244
Corporate notes	19,482	2,932
Municipal bonds	284,057	312,487
U.S. Government securities	27,713	32,671
Restricted short-term investments	(36,028)	(38,416)

	$ 305,125	$ 412,918
	=========	=========

</TABLE>

The estimated fair value of cash equivalents and short-term investments classified by date of maturity is as follows:

<TABLE>
<CAPTION>

	JULY 31, 1999	JANUARY 31, 2000
<S>	<C>	<C>
(In thousands; unaudited)		
Due within one year	$ 735,349	$ 725,909
Due within two years	101,784	93,875
Due within three years	1,702	--
Restricted short-term investments	(36,028)	(38,416)
	$ 802,807	$ 781,368
	=========	=========

</TABLE>

For information about our restricted investments, see Note 8. Realized gains and losses from sales of each type of security were immaterial for all periods presented.

Marketable Securities

As explained in greater detail below, we currently hold several marketable securities that were acquired in connection with strategic business transactions and relationships. Our available for sale marketable securities are carried at fair value and we include unrealized gains and losses, net of tax, in stockholders' equity. We have designated our investment in At Home Corporation ("At Home") as a trading security and fluctuations in the market value of these shares are reported in net income. We held the following marketable securities at July 31, 1999 and January 31, 2000:

<TABLE>
<CAPTION>

		GROSS UNREALIZED			
	COST	GAIN	LOSS	NET REALIZED LOSS	FAIR VALUE
<S>	<C>	<C>	<C>	<C>	<C>
JULY 31, 1999					
(In thousands; unaudited)					
Checkfree Corporation common stock ..	$150,081	$152,177	$ --	$ --	$ 302,258
S1 Corporation common stock	49,997	--	16,140	--	33,857
At Home common stock	132,060	--	--	36,856	95,204
	$332,138	$152,177	$16,140	$ 36,856	$ 431,319
	========	========	=======	==========	==========
JANUARY 31, 2000					
(In thousands; unaudited)					
Checkfree Corporation common stock ..	$150,081	$450,245	$ --	$ --	$ 600,326
S1 Corporation common stock	49,997	37,922	--	--	87,919
S1 Corporation options	--	178,874	--	--	178,874
Mortgage.com, Inc. common stock	6,000	13,859	--	--	19,859
Homestore.com, Inc. common stock	3,500	67,639	--	--	71,139
Quotesmith.com, Inc. common stock ...	6,000	6,971	--	--	12,971
At Home common stock	132,060	--	--	56,978	75,082
	$347,638	$755,510	$ --	$ 56,978	$1,046,170
	========	========	=======	==========	==========

</TABLE>

In January 1997, we sold our online banking and bill payment transaction processing business to Checkfree Corporation. We obtained marketable securities in Checkfree as a result of this sale.

We account for the investment in Checkfree as an available-for-sale equity security, which accordingly is carried at market value. Checkfree common stock is quoted on the Nasdaq National Market under the symbol CKFR. The closing price of Checkfree common stock at January 31, 2000 was $59.00 per share. At January 31, 2000, we held 10.2 million shares, or approximately 19.5%, of Checkfree's outstanding common stock.

In May 1999, we purchased 970,813 shares of common stock of Security First Technologies. In November 1999, Security First Technologies changed its name to S1 Corporation ("S1"). We account for the investment in S1 as an available-for-sale-equity security, which accordingly is carried at market value. S1 common stock is quoted on the Nasdaq National Market under the symbol SONE. The closing price of S1 common stock at January 31, 2000 was $90.5625 per share. At January 31, 2000, we held 970,813 shares, or approximately 3.5%, of S1's outstanding common stock. In connection with the above purchase, we also received an option to purchase up to an additional 4,579,187 shares of S1 exercisable at a per share purchase price of $51.50. We account for these options as available-for-sale equity securities, and accordingly the options are carried at market value.

In August 1999, we acquired approximately 3.7 million shares of common stock of Mortgage.com, Inc. ("Mortgage.com") upon conversion of our preferred shares in connection with Mortgage.com's initial public offering. We account for the investment in Mortgage.com as an available-for-sale-equity security, which accordingly is carried at market value. Mortgage.com common stock is quoted on the Nasdaq National Market under the symbol MDCM. The closing price of Mortgage.com common stock at January 31, 2000 was $5.4375 per

share. At January 31, 2000, we held 3.7 million shares, or approximately 8.5%, of Mortgage.com's outstanding common stock.

In August 1999, we acquired 729,165 shares of common stock of Homestore.com, Inc. ("Homestore.com") upon conversion of our preferred shares in connection with Homestore.com's initial public offering. We account for the investment in Homestore.com as an available-for-sale-equity security, which accordingly is carried at market value. Homestore.com common stock is quoted on the Nasdaq National Market under the symbol HOMS. The closing price of Homestore.com common stock at January 31, 2000 was $97.5625 per share. At January 31, 2000, we held 729,165 shares, or approximately 1.0%, of Homestore.com's outstanding common stock.

In February 1999, we purchased one million shares of common stock of Quotesmith.com, Inc. ("Quotesmith.com"). We purchased an additional 272,727 shares of Quotesmith.com in August 1999 at the time of its initial public offering. We account for the investment in Quotesmith.com as an available-for-sale-equity security, which accordingly is carried at market value. Quotesmith.com common stock is quoted on the Nasdaq National Market under the symbol QUOT. The closing price of Quotesmith.com common stock at January 31, 2000 was $10.1875 per share. At January 31, 2000, we held approximately 1,272,727 shares, or approximately 6.6%, of Quotesmith.com's outstanding common stock.

In connection with At Home Corporation's acquisition of Excite in May 1999, our shares of Excite were converted into At Home common stock. We have elected to report these converted At Home shares as a trading security. As a result, we are reporting both positive and negative fluctuations in the market value of this stock in net income. At January 31, 2000, we owned approximately 2.1 million shares (or approximately 0.6%) of At Home common stock and reported a realized valuation loss of approximately $20.1 million for these securities for the period between August 1, 1999 and January 31, 2000. The closing price of At Home (symbol ATHM) at January 31, 2000, was $36.0313 per share. The average price of At Home between August 1, 1999 and January 31, 2000 was $41.49 per share.

Checkfree, At Home, S1, Mortgage.com, Homestore.com and Quotesmith.com are high technology companies whose stocks are subject to substantial volatility. Accordingly, it is possible that the market price of one or more of these companies' stocks could decline substantially and quickly, which could result in a material reduction in the carrying value of these assets.

Lines of Credit

For lines of credit we estimate fair value based on the discounted value of contractual cash flows using interest rates currently in effect for similar maturities and collateral requirements. The carrying amount of these lines of credit approximates their estimated fair values since all of the borrowings have variable interest rates that approximate current market interest rates for similar types of lines of credit and are due upon demand. We held the following lines of credit at July 31, 1999 and January 31, 2000.

<TABLE>
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	JULY 31, 1999		JANUARY 31, 2000	
	CARRYING AMOUNT	FAIR VALUE	CARRYING AMOUNT	FAIR VALUE
<S>	<C>	<C>	<C>	<C>
Lines of credit....................	29,896	30,000	3,283	3,291

</TABLE>

Mortgage Loans

We carry mortgage loans at estimated realizable value, and we estimate their fair value using quoted market prices for similar loans, adjusted for differences in loan characteristics, including credit quality. The carrying amount of accrued interest receivable approximates the assets' fair value. We held the following mortgage loans and lines of credit at July 31, 1999 and January 31, 2000.

	JULY 31, 1999 CARRYING AMOUNT	JULY 31, 1999 FAIR VALUE	JANUARY 31, 2000 CARRYING AMOUNT	JANUARY 31, 2000 FAIR VALUE
Mortgage loans....................	$84,983	$86,021	$38,386	$ 39,183

Carrying amounts at July 31, 1999 and January 31, 2000 include an allowance for credit losses of $1.3 million and $0.4 million, respectively.

As of July 31, 1999 and January 31, 2000, there were approximately $1.8 million and $0.5 million, respectively of mortgage loans that were greater than 90 days past due.

Goodwill and Purchased Intangible Assets

We record goodwill when the cost of net assets we acquire exceeds their fair value. Goodwill is amortized on a straight-line basis over periods ranging from 3 to 5 years. The cost of identified intangibles is generally amortized on a straight-line basis over periods ranging from 1 to 10 years. We regularly perform reviews to determine if the carrying value of assets is impaired. The reviews look for the existence of facts or circumstances, either internal or external, which indicate that the carrying value of the asset cannot be recovered. No such impairment has been indicated to date. If, in the future, management determines the existence of impairment indicators, we would use undiscounted cash flows to initially determine whether impairment should be recognized. If necessary, we would perform a subsequent calculation to measure the amount of the impairment loss based on the excess of the carrying value over the fair value of the impaired assets. If quoted market prices for the assets are not available, the fair value would be calculated using the present value of estimated expected future cash flows. The cash flow calculations would be based on management's best estimates, using appropriate assumptions and projections at the time.

Goodwill and purchased intangible assets consisted of the following:

(In thousands; unaudited)	LIFE IN YEARS	NET BALANCE AT JULY 31, 1999	NET BALANCE AT JANUARY 31, 2000
Goodwill.................................	3-5	$383,102	$416,874
Customer lists...........................	3-5	66,934	67,535
Covenants not to compete.................	3-5	2,492	5,985
Purchased technology.....................	1-5	17,751	14,970
Assembled workforce......................	2-5	3,972	3,428
Trade names and logos....................	1-10	6,900	5,357

Balances presented above are net of total accumulated amortization of $210.1 million and $289.5 million at July 31, 1999 and January 31, 2000, respectively.

Concentration of Credit Risk

Intuit operates in an industry which is highly competitive and rapidly changing. Many circumstances could have an unfavorable impact on Intuit's operating results. Examples include significant technological changes in the industry, changes in customer requirements or the emergence of competitive products or services with new capabilities.

We are also subject to risks related to our significant balances of short-term investments, marketable securities and trade accounts receivable. At January 31, 2000, we held shares of Checkfree common stock representing approximately 19.5% of Checkfree's outstanding common stock. We also held approximately 0.6% of At Home's common stock, 3.5% of S1's outstanding common stock, 8.5% of

Mortgage.com's outstanding common stock, 1.0% of Homestore.com's outstanding common stock and 6.6% of Quotesmith.com's outstanding common stock. If there is a permanent decline in the value of these securities below cost, we will need to report this decline in our statement of operations. Fluctuations in the market value of our shares in At Home are treated as realized gains and losses in our statement of operations on an ongoing basis, since this investment is treated as a trading security.

See "Marketable Securities," above in Note 1 for a discussion of risks associated with our marketable securities. Our remaining portfolio is diversified and consists primarily of short-term investment-grade securities.

To reduce the credit risk associated with accounts receivable, Intuit performs ongoing evaluations of customer credit. Generally, no collateral is required. We maintain reserves for estimated credit losses and these losses have historically been within our expectations.

Recent Pronouncements

In June 1998, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities" ("FAS 133"). FAS 133 provides a comprehensive and consistent standard for the recognition and measurement of derivatives and hedging activities. Implementation is required for fiscal years beginning after June 15, 2000. Upon adoption, we will report transition adjustments in net income or other comprehensive income, as appropriate, reflecting the effect of a change in accounting principle. We have not yet determined whether adoption of FAS 133 will have a material impact on our consolidated financial position, results of operations, or cash flows.

Reclassifications

Certain previously reported amounts have been reclassified and restated to include the results of our Rock and Title Source subsidiaries acquired on December 8, 1999. Certain other previously reported amounts have been reclassified to conform to the current presentation format.

2. PER SHARE DATA

Basic income per share is computed using the weighted average number of common shares outstanding during the period. Diluted income per share is computed using the weighted average number of common and dilutive common equivalent shares outstanding during the period. Common equivalent shares consist of the shares issuable upon the exercise of stock options under the treasury stock method. In loss periods, basic and dilutive loss per share is identical since the impact of equivalent shares is anti-dilutive.

On September 8, 1999, our Board of Directors declared a three-for-one stock split, to be effected as a stock dividend of two shares of common stock for each share of Intuit's common stock outstanding. Stockholders of record on September 20, 1999 were issued two additional shares of common stock for each share of Intuit's common stock held on that date. The payment date for the stock dividend was September 30, 1999. We have restated all share and per share amounts referred to in the financial statements and notes to reflect this stock split.

3. COMPREHENSIVE NET INCOME

As of August 1, 1998, Intuit adopted SFAS 130, "Reporting Comprehensive Income." SFAS 130 establishes new rules for the reporting and display of comprehensive net income and its components. However, it has no impact on our net income or stockholders' equity as presented in our financial statements. SFAS 130 requires foreign currency translation adjustments and changes in the fair value of available for sale securities to be included in comprehensive income.

The components of comprehensive net income, net of tax, are as follows:

<TABLE>
<CAPTION>

	SIX MONTHS ENDED JANUARY 31,	
	1999	2000
<S>	<C>	<C>
(In thousands; unaudited)		
Net income (loss)	$ 48,230	$ (8,569)
Unrealized gain on marketable securities	371,342	371,684

Change in cumulative translation adjustment ..	(4,052)	(1,157)
Comprehensive net income	$ 415,520	$ 361,958

</TABLE>

4. ACQUISITIONS

On May 3, 1999, we completed our acquisition of Computing Resources, Inc. ("CRI"), a Reno, Nevada-based provider of payroll services for a combination of cash and Intuit stock. CRI is one of the country's largest payroll services companies and a leader in providing payroll services to small businesses. The purchase price for privately-held CRI was approximately $200 million, consisting of approximately $100 million cash and approximately $25 million of Intuit stock that was paid at closing, and $75 million in cash to be paid in three annual installments of $25 million each beginning in May 2000. We accounted for the acquisition of CRI as a purchase for accounting purposes and allocated approximately $187 million to identified intangible assets and goodwill. These assets are being amortized over a period of three to five years. The following table shows pro forma net revenue, net loss from continuing operations and diluted net loss per share from continuing operations of Intuit and CRI as if we had acquired CRI at the beginning of fiscal 1999:

<TABLE>
<CAPTION>

	SIX MONTHS ENDED JANUARY 31, 1999	
	PRO FORMA	AS REPORTED
<S>	<C>	<C>
(In thousands, except per share data; unaudited)		
Net revenue	$528,280	$510,614
Net income	32,523	48,230
Diluted net income per share	$ 0.17	$ 0.25

</TABLE>

On November 30, 1999, we completed the purchase of all of the outstanding common stock of Turning Mill Software, Inc. ("Turning Mill") for approximately $22 million in stock. Turning Mill is a developer of software and web based products based in Acton, Massachusetts. We accounted for the acquisition of Turning Mill as a purchase for accounting purposes and allocated approximately $22 million to identified intangible assets and goodwill. These assets are being amortized over periods of three to five years.

On December 8, 1999, we completed the purchase of all of the outstanding shares of Rock Financial Corporation ("Rock") for approximately 8.6 million shares of Intuit common stock. Rock is a provider of consumer mortgages and is based in Michigan. In connection with the acquisition, Intuit assumed all of Rock's outstanding employee stock options, which were converted into options to purchase approximately 1.2 million shares of Intuit common stock. In a related transaction, Intuit also completed the acquisition of Title Source, Inc., an affiliate of Rock, for approximately 150,000 shares of Intuit stock. Title Source provides title insurance and escrow services to real estate agents, lenders, attorneys, corporations and homeowners. We accounted for the acquisitions of Rock and Title Source as a pooling of interests for accounting purposes and have restated all previously reported amounts to reflect the effect of the pooling.

5. BORROWINGS

We have two lines of credit. Advances under the first line of credit are based on a formula computation, with interest due monthly. Advances are due on demand and are collateralized by residential first and second mortgages. Advances may be drawn for working capital and sub-prime, high loan-to-value and conventional prime mortgage loans. Interest rates are variable and are based on the federal funds rate and prime rate, depending on the type of advance. The interest rates in effect at July 31, 1999 and January 31, 2000 were 6.29% and 6.83%, respectively. The weighted average interest rates for the year ended July 31, 1999 and quarter ended January 31, 2000 were 6.45% and 6.58%, respectively.

Our second line of credit currently provides for up to $50 million principal amount of demand loans secured by mortgage loans and other assets. Loans interest at rates that vary depending on the type of underlying loan, and the loans are subject to sublimits, advance rates and warehouse terms that vary depending on the type of underlying loan. The interest rates in effect at July 31, 1999 and January 31, 2000 were 6.37% and 6.96%, respectively, while the weighted average interest rates for the three month periods ended July 31, 1999 and January 31, 2000 were 5.92% and 6.64%, respectively. We are required to maintain a minimum tangible net worth and to satisfy other financial covenants, as outlined in the line of credit agreements. We were in compliance with the requirements as of July 31, 1999 and January 31, 2000.

Our reverse repurchase agreement entered into in 1997 provides that the lender will purchase from us, subject to our agreement to repurchase on a specified date, up to $200 million of conventional prime and sub-prime mortgage loans at par, as of January 31, 2000. Loans subject to purchase are fixed and adjustable rate, fully-amortizing first or junior lien residential mortgage loans and home equity loans that comply with our origination guidelines and conform to whole-loan sale requirements. The reverse repurchase agreement is not a committed facility and the lender may elect to discontinue the repurchase agreement at any time. The terms of the financing under the repurchase agreement mature and may be renewed on a daily basis. In any event, the arrangement terminates in March 2000. Interest rates are variable and are based on the London Interbank Offered Rate, depending on the type of advance. The interest rate in effect at July 31, 1999 was 5.75%. The weighted average interest rate for the year ended July 31, 1999 was 5.92%. There were no borrowings on this line for the quarter ended January 31, 2000.

Drafts payable represent funds advanced for mortgages originated which have not yet been drawn against the lines of credit.

6. OTHER ACCRUED LIABILITIES

<TABLE>
<CAPTION>

(In thousands; unaudited)	JULY 31, 1999	JANUARY 31, 2000
Reserve for returns and exchanges	$ 73,955	$ 96,372
Future payments due for CRI acquisition	66,314	68,313
Other acquisition and disposition related items ..	10,824	12,341
Rebates	18,002	34,204
Post-contract customer support	3,418	11,289
Other accruals	29,359	49,241
	$201,872	$271,760

</TABLE>

7. SEGMENTED INFORMATION

Intuit has adopted Statement of Financial Accounting No. 131, "Disclosures about Segments of an Enterprise and Related Information," ("SFAS 131"). SFAS 131 establishes standards for the way in which public companies disclose certain information about operating segments in the Company's financial reports. Consistent with SFAS 131, we have determined our operating segments based on factors such as how our operations are managed and how results are viewed by management. Since Internet-based revenues and expenses cut across all of our business divisions, we do not report results of our Internet-based businesses as a separate business segment in our financial statements. Instead, each of our business divisions reports Internet-based revenues and expenses that are specific

to its operations and are included in its results. The accounting policies of the operating segments are the same as those described in the summary of significant accounting policies. Intuit does not track assets by operating segments. Consequently, we do not disclose assets by operating segments. The following unaudited results are broken out by our operating segments for the six month periods ended January 31, 1999 and 2000:

<TABLE>
<CAPTION>
SIX MONTHS ENDED
JANUARY 31, 1999

(In thousands; unaudited)	SMALL BUSINESS DIVISION	CONSUMER FINANCE DIVISION	TAX DIVISION	INTERNATIONAL DIVISION	OTHER(1)	CONSOLIDATED
Net revenue	$131,961	$134,269	$209,358	$ 35,026	$ --	510,614
Segment operating income / (loss)	38,925	19,210	98,415	(6,263)	--	150,287
Common expenses	--	--	--	--	(54,145)	(54,145)
Sub-total operating income (loss)	38,925	19,210	98,415	(6,263)	(54,145)	96,142

Gains/(losses) on marketable securities ...	--	--	--	--	10,088	10,088
Acquisition costs	--	--	--	--	(45,633)	(45,633)
Reorganization costs	--	--	--	--	(2,000)	(2,000)
Interest income/expense and other items	--	--	--	--	7,298	7,298
Net income (loss) before tax	$ 38,925	$ 19,210	$ 98,415	$ (6,263)	$ (84,392)	$ 65,895
SIX MONTHS ENDED JANUARY 31, 2000 (In thousands; unaudited)						
Net revenue	$216,912	$140,659	$196,844	$ 48,012	$ --	$ 602,427
Segment operating income/(loss)	70,007	10,238	68,581	4,383	--	153,209
Common expenses	--	--	--	--	(68,830)	(68,830)
Sub-total operating income (loss)	70,007	10,238	68,581	4,383	(68,830)	84,379
Gains/(losses) on marketable securities ...	--	--	--	--	(20,110)	(20,110)
Acquisition costs	--	--	--	--	(89,539)	(89,539)
Reorganization costs	--	--	--	--	(3,500)	(3,500)
Interest income/expense and other items	--	--	--	--	15,465	15,465
Net income (loss) before tax	$ 70,007	$ 10,238	$ 68,581	$ 4,383	$(166,514)	$ (13,305)

</TABLE>

(1) Reconciling items include acquisition and other common costs not allocated to specific segments.

8. NOTES PAYABLE AND COMMITMENTS

In March 1997, our Japanese subsidiary, Intuit KK, entered into a three-year loan agreement with Japanese banks for approximately $30.3 million used to fund its acquisition of Nihon Micom. The loan is denominated in Japanese yen and is therefore subject to foreign currency fluctuations when translated to U.S. dollars for reporting

purposes. The interest rate is variable based on the Tokyo inter-bank offered rate or the short-term prime rate offered in Japan. At January 31, 2000, the rate was approximately 0.6%. The fair value of the loan approximates cost as the interest rate on the borrowings is adjusted periodically to reflect market rates (which are currently significantly lower in Japan than in the United States). We have guaranteed the loan and pledged approximately $38.4 million, or 110% of the loan balance, of short-term investments to be restricted as security for the borrowings at January 31, 2000. We are obligated to pay interest only until March 2000. We are currently refinancing this debt for another one-year term.

9. INCOME TAXES

Intuit computes the provision (benefit) for income taxes by applying the estimated annual effective tax rate to recurring operations and other taxable items. Our effective tax rate differs from the federal statutory rate primarily because of tax credits, tax exempt interest income, state taxes and certain foreign losses.

10. LITIGATION

Intuit was a defendant in two consolidated class action lawsuits (one in California and one in New York) which alleged that certain of its Quicken products have on-line banking functions that are not Year 2000 compliant. With respect to the California litigation, on October 13, 1999 the court dismissed the case without leave to amend. The only remaining issue relates to a potential award of attorneys' fees to the plaintiffs. On December 1, 1999, the court granted our motion to dismiss all the New York actions with prejudice. Although plaintiffs filed a Notice of Appeal, they failed to perfect the appeal. Accordingly, this case is also now over.

In addition, a suit was filed in the Contra Costa County, California Superior Court by an individual consumer against various retailers, including Circuit City Stores, CompUSA, Fry's Electronics, Office Depot, The Good Guys and others, alleging that these retailers have sold software and hardware products which are not Year 2000 compliant, including at least one product published by Intuit. One of the defendants in this action, Fry's Electronics, filed a cross-complaint against various software publishers and hardware manufacturers, including Intuit, asserting a claim for indemnity in the main action. In September 1999, Fry's Electronics reached a settlement with the plaintiffs. All the cross defendants, including Intuit, then filed a demurrer to the cross-complaint. On December 7, 1999 the court granted the demurrer and dismissed the case without leave to amend. If Fry's Electronics does not appeal this ruling by April 4, 2000, this lawsuit against Intuit will also be over.

On March 3, 2000 a class action lawsuit, Bruce v. Intuit Inc., was filed in the United States District Court, Central District of California, Eastern Division. On March 8, 2000 a virtually identical lawsuit, Rubin v. Intuit Inc., was filed in the United States District Court, Southern District of New York. Both actions claim that private customer information entered into Intuit's Quicken.com website was intentionally and secretly disclosed to third-party advertisers. The two lawsuits allege identical causes of actions for invasion of privacy and violations of federal statutes related to electronic communications. The lawsuits seek injunctive relief, an order to disgorge profits related to the alleged acts, and statutory and other damages. As of March 10, 2000, neither lawsuit had been served on Intuit.

We are subject to other legal proceedings and claims that arise in the normal course of our business. We currently believe that the ultimate amount of liability, if any, for any pending actions (either alone or combined) will not materially affect our financial position, results of operations or liquidity. However, the ultimate outcome of any litigation is uncertain, and either unfavorable or favorable outcomes could have a material negative impact. Regardless of outcome, litigation can have an adverse impact on Intuit because of defense costs, diversion of management resources and other factors.

11. RELATED PARTY TRANSACTIONS

As of January 31, 2000, we held approximately 19.5% of Checkfree's outstanding common stock. In exchange for providing connectivity between Checkfree's bill payment processing service and our Quicken products, we reported

revenues of $1.3 million and $2.4 million from Checkfree for the three and six-months ended January 31, 1999 and $1.8 million and $3.6 million for the three and six-months ended January 31, 2000, respectively. We held receivables due from Checkfree for $0.1 million and $2.3 million at July 31, 1999 and January 31, 2000, respectively.

As of January 31, 2000, we held a 49% non-voting equity interest in Venture Finance Software Corp. ("VFSC"). We have entered into agreements with VFSC to provide them with services related to ongoing development of Web-oriented finance products and services. We have an option to purchase the equity interests of the other investors in VFSC between May 4, 2000 and May 4, 2002, at a price to be determined by a formula. We held a receivable due from VFSC for $6.7 million and $10.6 million at July 31, 1999 and January 31, 2000, respectively.

12. SUBSEQUENT EVENTS

On February 18, 2000 we sold 3.0 million shares of Checkfree common stock at a price of $90 per share and on March 2, 2000 we sold 2.5 million shares of Checkfree common stock at a price of $92 per share. Gross proceeds from these transactions were $500 million. These divestitures reduced our ownership in Checkfree to 4.7 million shares or approximately 9% of Checkfree's outstanding stock.

On February 29, 2000, Verisign, Inc. ("Verisign") acquired all of the outstanding securities of privately-held Signio, Inc. ("Signio"). We held an investment in Signio, and in exchange for our investment, we will receive approximately 194,000 common shares of Verisign (representing less than 1% of the outstanding common stock of Verisign subsequent to the acquisition). On February 29, 2000, the closing stock price of Verisign was $253 per share.

- - ---

ITEM 2
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS

- - ---

CAUTIONS ABOUT FORWARD LOOKING STATEMENTS AND INVESTMENT CONSIDERATIONS

This Form 10-Q contains forward-looking statements about events and circumstances that have not yet occurred. For example, statements with words like "expect," "anticipate," or "believe" and statements in the future tense, are forward-looking statements. Investors should be aware that actual results may differ materially from our expectations because of risks and uncertainties about the future. We will not necessarily update information in this Form 10-Q if any forward-looking statement later turns out to be inaccurate. Risks and uncertainties that may affect our future results and performance include, but are not limited to the following:

- - - Our revenue and earnings are highly seasonal and our quarterly and annual financial results fluctuate significantly.

- - - We face intense competition from many companies in all of our business areas.

- - - Competition in the personal tax preparation software business is particularly intense, with Microsoft having entered the market during the 1999 tax season. We are seeing increasing price competition during the remainder of the tax season (including free products from Microsoft), and this could have a material negative impact on revenue, profitability and market position for our personal tax business.

- - - In our online mortgage and insurance businesses, we face competition from many newly public companies that have a narrower business focus, increasing financial resources and less demanding earnings expectations.

- - - We must continue to establish and maintain important distribution relationships for our Internet-based products and services and successfully market and promote these products and services.

- - - We must maintain high reliability for our server-based Web services. In particular, our web-based tax preparation and electronic filing services must handle extremely heavy customer demand during the peak tax season.

- - - If we fail to provide responsive customer service and technical support, we could lose customers.

- - - Our Internet businesses face risks relating to customer privacy and security and increasing regulation.

- - - Our Internet businesses require significant research and development and marketing expenditures.

- - - Page views and reach statistics for our Quicken.com site can vary significantly from month to month due to seasonal trends, site performance, the timing of launches, competitors' activities and other factors. Adverse changes in page view and reach statistics could adversely affect our ability to earn advertising revenue from our Quicken.com site.

- - - In order to succeed in the payroll services business, we must continue to improve the integration of the operations of our payroll processing subsidiary, streamline customer activations for our online payroll processing service and focus our traditional payroll service on existing distribution channels.

- - - The technology and services of certain alliances for our QuickBooks Internet Gateway initiative still need to be completed and integrated with QuickBooks, and are subject to risks and uncertainties involved in the product development process, including technological difficulties, possible delays, and availability of financial resources. Significant delays in implementing key services, or failure to implement, could delay or eliminate our ability to recognize contractually committed revenues.

- - - The anticipated benefits of certain proposed small business services to Intuit (including the Site Builder website creation tool, Site Solutions services and QuickBooks Internet Gateway services) will depend on a number of variables, including the rate at which customers upgrade to QuickBooks 2000 and future versions of the product, customer acceptance of new and proposed services, and, the level of satisfaction of third party participants.

- - - The success of the small business alliances will depend on establishing and maintaining a number of important business relationships, and there can be no assurance that key relationships will continue.

- - - Our Tax and Quicken Internet Gateway initiatives, and related new services to be offered in these areas, are in very early stages. Success of these initiatives will depend on establishing and maintaining business relationships with key participants and completing necessary technology development and integration, as well as achieving broad customer acceptance of the services to be offered.

- - - We offer electronic bill payment and bill presentment services, and the My Finances web-based personal finance management service, through licensing arrangements with a joint venture in which we are a participant. The success of these services for Intuit will depend on a number of factors, including timely and cost-effective completion of ongoing development efforts, customer and biller adoption and participation rates, and the status of the relationship with the joint venture. Intuit has an option to purchase the interests in the joint venture that it does not currently own between May 2000 and May 2002, at a formula-driven price that could exceed $100 million. If we do not exercise the purchase option, our rights to use the technology developed by the joint venture will be subject to future negotiation.

- - - We face increasing competition for access to retail and OEM distribution channels.

- - - The integration of acquired companies poses ongoing operational challenges and risks. In addition, our recent acquisitions have resulted in significant acquisition-related expenses.

- - - Our mortgage business is subject to interest rate fluctuations, and the impact of interest rates on Intuit's operating results has become more significant since the acquisition of Rock Financial was completed.

- - - Our recent acquisition

of Rock Financial could have a negative impact on Intuit's relationships with other lenders that participate in the online mortgage service.

- - - We hold investments that have been very volatile.

Additional information about factors that could affect future results and events is included in our fiscal 1999 Form 10-K/A and other reports filed with the Securities and Exchange Commission.

OVERVIEW

Intuit's mission is to revolutionize the way individuals and small businesses manage their finances. As we execute our mission, we have embarked on a strategy to greatly expand the world of electronic finance. "Electronic finance" encompasses three types of products and services: (1) desktop software products, such as Quicken(R), QuickBooks(R) and Quicken TurboTax(R), that operate on customers' personal computers to automate financial tasks; (2) online products and services, such as Quicken.com(SM), QuickenLoans(SM), QuickenInsurance(SM) and Quicken TurboTax for the Web(SM), that are delivered via the Internet; and (3) products and services, such as QuickBooks Online Payroll(SM) service, that connect Internet-based services with desktop software to enable customers to integrate their financial activities. Our revenues come primarily from the United States, Japan, Canada and the United Kingdom, through retail distribution channels, direct customer sales and via the Internet.

While desktop software and related products and services now provide most of our revenue, our Internet-based revenue is growing rapidly. For the three months ended January 31, 2000, Internet-based revenues grew by approximately 162% compared to the same period last year and accounted for approximately 21% of total revenue in the quarter ended January 31, 2000, compared to approximately 10% in the prior year quarter. We use the term Internet-based revenue to include revenue from both Internet-enabled products and services as well as revenue from electronic distribution. Internet products and services include activities where the customer realizes the value of the goods or services directly on the Internet or an Intuit server. Internet product revenues include, for example, advertising revenues generated on our Quicken.com website, online tax preparation and electronic tax filing revenues, online payroll service revenue and transaction and processing fees from our online insurance and online mortgage services. Electronic distribution includes revenues generated by electronic ordering and/or delivery of traditional desktop software products and financial supplies. We also use the Internet to host our technical support website where we can quickly and cost-effectively provide patches for product bugs and provide customers with answers to frequently asked questions.

While we believe that the Internet provides an opportunity to increase revenue in fiscal 2000, we also anticipate continued increases in spending in an effort to capitalize on new business opportunities. In particular, we continue to expect increased research and development expenses due to investments in Internet-based initiatives. We also anticipate increased selling and marketing expenses related to these initiatives and because of more intense competition in the personal tax market during fiscal 2000. While we have made significant progress in our Internet-based businesses, investors should be aware many of these businesses are in their initial stages, and are not yet generating significant revenue or profit. Since Internet-based revenues and expenses cut across all of our business divisions, we do not report results of our Internet-based businesses as a separate business segment in our financial statements. Instead, each of our business divisions reports Internet-based revenues and expenses that are specific to its operations and are included in its results.

Our business is highly seasonal. Sales of tax products are heavily concentrated from November through March. Sales of consumer finance and small business products are typically strongest during the year-end holiday buying season, and therefore our major product launches usually occur in the fall to take advantage of this customer buying pattern. These seasonal patterns mean that revenue is usually strongest during the quarters ending January 31 and April 30. We experience lower revenues for the quarters ending July 31 and October 31, while our operating expenses to develop and manage products and services continue to be incurred at relatively consistent levels during these periods. These seasonal trends can result in significant operating losses, particularly in the July 31 and October 31 quarters when our revenues are lower. Operating results can also fluctuate for other reasons,

such as changes in product release dates, non-recurring events such as acquisitions and dispositions, and product price cuts in quarters that have relatively high fixed expenses. Acquisitions and dispositions in particular can have a significant impact on the comparability of both our quarterly and yearly results, and acquisition-related expenses have had a negative impact on earnings.

RESULTS OF OPERATIONS

Set forth below are certain consolidated statements of operations data for the three and six-month periods ended January 31, 1999 and 2000. Investors should note that results for the three and six-month periods ended January 31, 2000 include activity for our CRI subsidiary, which was acquired in May 1999. The corresponding year ago periods did not include results for CRI (see Note 4). Results for all periods include results for Rock Financial Corporation, which we acquired in December 1999. The acquisition of Rock has been accounted for as a pooling of interests, so all prior periods have been restated to reflect combined results of Rock and Intuit. The inclusion of Rock's results in the comparison periods for both fiscal 1999 and fiscal 2000 had a significant impact on our financial results. Rock's revenue declined approximately 50% between the comparison periods, due to Rock's transition from a traditional mortgage business to an online mortgage business and the closing of the majority of their traditional mortgage branch offices, as well as rising interest rates. Although Rock's operating expenses decreased in absolute dollars between the comparison periods, they increased significantly as a percentage of revenue and resulted in operating losses for Rock during the fiscal 2000 comparison periods (compared to operating profits in the fiscal 1999 periods), which partially offset growth in operating income for our other businesses as a whole.

Since the business of selling software and related services is considerably different from our supplies business, we break them out separately for financial reporting purposes.

NET REVENUE

<TABLE>
<CAPTION>

	Three Months Ended January 31,			Six Months Ended January 31,		
	1999	Change	2000	1999	Change	2000
<S>	<C>	<C>	<C>	<C>	<C>	<C>
(Dollars in millions; unaudited)						
Software and other	$ 344.1	14%	$ 392.7	$ 457.4	18%	$ 541.7
% of revenue	92%		92%	90%		90%
Supplies	$ 29.6	11%	$ 32.8	$ 53.2	14%	$ 60.7
% of revenue	8%		8%	10%		10%
Total	$ 373.7	14%	$ 425.5	$ 510.6	18%	$ 602.4

</TABLE>

The following revenue discussion is categorized by our business divisions, which is how we examine results internally. Our domestic supplies business is considered a part of our small business division while the international supplies business is considered part of our international division (see Note 7).

Small Business Division. Small business division revenues come primarily from the following sources:

- QuickBooks product line
- Supplies products (including checks, envelopes and invoices)

- Payroll services
- Support fees for the QuickBooks Support Network

Overall, revenue for the division was up 63% and 64% for the three and six-month periods ended January 31, 2000, respectively, compared to the same periods a year ago. The increases were primarily a result of revenue growth for our QuickBooks products. In addition, CRI (acquired in May 1999) and our QuickBooks Online Payroll Service (launched in October 1998) contributed to revenues during the three-month and six-month periods

ended January 31, 2000, but did not account for material revenue in the three and six-month periods ended January 31, 1999.

Though they are a smaller component of small business division revenues, tax tables service revenue and revenue from our QuickBooks Support Network also grew in the three and six-month periods ended January 31, 2000 compared to the same periods a year ago.

We launched our most recent version of QuickBooks (QuickBooks 2000) in December 1999. The increased revenue from our QuickBooks product line was attributable to increased unit sales, as well as an increase in the average selling prices of the QuickBooks product driven by consumer preferences toward higher priced, greater functionality products. We believe a significant number of customers may have upgraded earlier than they otherwise may have, due to Year 2000 concerns. Accordingly, we expect that some of the fiscal 2000 second quarter strength in QuickBooks revenue is a shift from the second half of the year, and we expect the revenue growth rate to decline significantly as the year progresses.

QuickBooks 2000 features the QuickBooks Internet Gateway platform of connected and integrated electronic services, that is designed to offer small businesses direct access to services from third parties, such as electronic postage and merchant account services, that can help them more easily and efficiently manage their business. It also features QuickBooks Site Builder, a new web site creation and domain name registration tool that enables small businesses to quickly establish a presence on the Web. Although these new features are strategically important for Intuit, it is too early to tell how successful these services will be, or the extent to which they will generate increasing demand for QuickBooks 2000.

Domestic supplies revenues, which are part of the small business division, grew by 11% and 14% for the three and six-month periods ended January 31, 2000 as a result of our increasing base of small business customers who use QuickBooks and Quicken. In addition, in August 1999, we began charging for shipping and handling for domestic supplies shipments which also contributed to our domestic supplies revenue.

We offer different types of payroll services. Our QuickBooks Online Payroll service, which is integrated with our QuickBooks products, handles all aspects of payroll processing with our CRI subsidiary providing the processing services. CRI also continues to provide traditional payroll processing services for its customer base. We also offer QuickPayroll, a subscription-based payroll service for customers who do not use QuickBooks, as well as a payroll tax table subscription service for small business customers that need current tax tables to prepare their own payroll. While the payroll processing business provides us with a significant opportunity to generate revenue, there are business risks associated with the payroll processing business and the continued integration of CRI into our existing business model. For example, if we are unable to provide accurate and timely payroll information, cash deposits or tax return filings, that failure could be costly to correct and may have a significant negative impact on our ability to attract and retain customers, who have a low tolerance for payroll processing errors. Our ability to successfully operate CRI will depend in part on retaining their existing customers and maintaining relationships with certain banks and other third parties who we will rely on to retain existing customers and attract new customers outside of our QuickBooks customer base. If we are unable to do so, it could result in a negative impact on our consolidated results. While the customer base for the QuickBooks Online Payroll service continues to expand, the service is not yet generating material revenues and we must continue to focus on streamlining the customer activation process.

Tax Division. Tax division revenues come primarily from the following sources:

- Quicken TurboTax and MacInTax personal desktop tax preparation products
- Professional tax preparation products (ProSeries and Lacerte product lines)
- Quicken TurboTax for the Web electronic tax preparation services and electronic filing services

Overall, tax division revenues for the three and six-months ended January 31, 2000 declined by 8% and 6% respectively, compared to the same periods last year. The declines in revenue were due primarily to an aggressive marketing and pricing strategy for Quicken TurboTax in response to a very competitive market for desktop personal tax software. We lowered average selling prices, and we also bundled electronic filing and state tax products with certain versions of Quicken TurboTax, which required us to defer recognition of approximately $30 million of revenue from the second quarter to the remainder of the fiscal year. While we have experienced significant unit sales growth for the quarter ended January 31, 2000, we continue to experience extreme pricing pressures from both H&R Block's aggressively priced TaxCut product and from Microsoft's TaxSaver product, including free product offerings from Microsoft. The increased competition has resulted in lower average selling prices in response to these pricing pressures.

It is currently too early to predict the final level of demand for the Quicken TurboTax product line through our retail distribution channels. Although the number of units sold is currently higher in the current fiscal year to date compared to the same period a year ago, revenue is lower due to lower average selling prices. We expect our reserves for returned products will be adequate to cover retailers' returns of unsold products during the next three quarters, though higher than expected returns could have a negative impact on revenue for the season. Because of these and other uncertainties, revenues and operating results for this tax season will be unknown until late in the fiscal year.

We have experienced significantly higher revenues and volume for Quicken TurboTax for the Web and for electronic filing compared to last year, as an increasing number of customers gain Internet access and become more accustomed to processing transactions on-line. We expect that as the tax filing deadline nears, we may experience a dramatic increase in demand for both Web tax preparation and electronic filing services. To deal with the expected increases in demand, we have increased our capacity and have developed a contingency plan to provide additional capacity if necessary. However, the exact level of demand is very difficult to predict, and we could experience significant negative financial and public relations consequences if our capacity to serve our web tax preparation and electronic filing customers is insufficient during the peak filing period, or if the service is unavailable for other reasons such as technical difficulties at our data center. We have not experienced any service interruptions thus far in the current tax filing season. However, we did have some interruptions in our electronic filing services in February 1999 and on April 11-12, 1999. Although we do not believe those service outages prevented customers from completing and filing their returns in a timely manner, or posed a risk that customer data would be lost or corrupted, we did experience negative publicity.

Revenues for our professional tax (ProSeries) products and products from our Lacerte subsidiary increased by 10% for the three and six-month periods ended January 31, 2000 compared to the same periods last year. This growth is attributable to a combination of a continued shift to higher priced products and growth in our customer base due in part to our acquisitions of Compucraft and TaxByte during 1999. In addition, we continue to experience a high customer renewal rate.

Consumer Finance Division. Consumer finance division revenues come primarily from the following sources:

- Quicken product line
- Advertising and sponsorship fees from the consumer areas of our Quicken.com website
- Implementation, marketing and transaction fees from financial institutions (including marketspace participants) providing services through Quicken and Quicken.com
- On-line consumer mortgage placement and servicing fees through QuickenLoans

Overall, consumer finance division revenues were up 9% and 5% for the three and six-month periods ended January 31, 2000 compared to the same periods a year ago. The increases are due primarily to strong revenue growth for our Quicken product line and growth in Internet-based revenues, offset in part by a significant decline in revenues for Rock's mortgage business from the year-ago periods. Quicken revenue increased compared to the same periods of the prior year primarily due to strong consumer demand resulting from aggressive retail

promotions with our tax products and lower than expected product rebate redemptions related to Quicken 99. We believe some customers may have upgraded during the second quarter, due to Year 2000 concerns. Accordingly, some of the fiscal 2000 second quarter strength in Quicken revenue may be a shift from the third quarter, and we expect the revenue growth rate may decline as the year progresses.

Our Quicken product line faces many challenges in the desktop personal financial software market. For example, we continue to face competition from Microsoft's Money product. In addition, personal financial software functionality is increasingly becoming available on the Internet at no cost, which has a negative impact on desktop product sales. There is also an increasing emphasis on packaging desktop software with original equipment manufacturers' personal computers, which results in lower revenues per unit shipped.

Consumer division revenue growth also benefited from an increase in certain Internet-based revenue compared to the same periods last year. This increase was largely due to higher advertising, sponsorship and transaction-related revenue through Quicken.com and Quicken. However, revenue growth was not uniform across all of our Internet product and service offerings in the Consumer division. For example, advertising revenue from our Quicken.com site has grown relatively rapidly. However, revenue from QuickenLoans was substantially lower than in the same periods a year ago. QuickenLoans now encompasses Intuit's online mortgage business as well as the online and traditional mortgage businesses of Rock Financial, which we acquired in December 1999. The decline in mortgage revenue was primarily due to Rock's decision to close many of its traditional mortgage branch offices in order to focus resources on Internet-based lending, as well as increasing interest rates. Growth in mortgage transaction fees may continue to be adversely impacted if interest rates continue to rise, and as we continue to phase out Rock's traditional mortgage business. In addition, the acquisition of Rock will continue to result in new business risks and integration challenges common in all acquisitions. For example, our ability to successfully facilitate the application, approval, and closing process in loan applications on a timely basis will have a significant impact on our ability to attract customers to the service. Our ability to successfully operate Rock will depend in part on maintaining relationships with certain banks and other third parties who we will rely on to provide access to capital, and later, service the loans. If we are unable to do so, it could have a negative impact on our consolidated results.

The rapid growth we've experienced in our Internet products and services has been generated in part by collaborating with third party online service and content providers such as At Home Corporation (doing business as "Excite@Home") and AOL, which have helped to increase traffic to our Quicken.com website. The Excite@Home agreement calls for us to share revenue generated from our Quicken.com site and the AOL agreement calls for us to make significant guaranteed payments to AOL over the term of the agreement. While the Internet provides a significant opportunity for revenue growth, our financial commitments to these and other third party providers are significant and we must continue to increase traffic and revenue in order for our Internet businesses to become profitable. Our ability to maintain important relationships with Internet portals, distributors and content providers will also have an impact on traffic and revenues. If our website traffic and revenue expectations aren't met, there could be a significant negative impact on our operating results.

International Division. International division revenues come primarily from the following sources:

- Japanese QuickBooks and other small business products
- Canadian Quicken, QuickBooks and Tax products
- German Quicken, QuickBooks and Tax products
- United Kingdom Quicken and QuickBooks products

In addition to the above, we also operate in smaller European, Asian and Latin American markets. Overall, international division revenues increased 37% for the three and six-month periods ended January 31, 2000 compared to the same periods last year. This increase is a result of stronger sales of Quicken and QuickBooks in both Canada and the U.K., higher sales of the Yayoi small business product in Japan, and favorable currency fluctuations in Japan. Partially offsetting these increases were declines in revenues, but increased profitability in

Germany due to a shift in our business model from direct participation in the market to a third party distribution arrangement.

COST OF GOODS SOLD

<TABLE>
<CAPTION>

	Three Months Ended January 31,			Six Months Ended January 31,		
(Dollars in millions; unaudited)	1999	Change	2000	1999	Change	2000
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Product	$ 70.2	33%	$ 93.1	$ 109.2	37%	$ 149.5
% of revenue	19%		22%	21%		25%
Amortization of purchased .. software & other	$ 1.9	32%	$ 2.5	$ 3.7	32%	$ 4.9
% of revenue	1%		1%	1%		1%

Total	$ 72.1	33%	$ 95.6	$ 112.9	37%	$ 154.4
% of revenue	19%		22%	22%		26%

</TABLE>

There are two components of cost of goods sold. The largest is the direct cost of manufacturing and shipping products and offering services. The second component is the amortization of purchased software, which is the cost of products obtained through acquisitions. Total cost of goods sold increased to 22% and 26% of revenue for the three and six-months ended January 31, 2000 compared to 19% and 22% for the same periods of the prior year. These increases are primarily attributable to two factors. First, consistent with our growing Internet-based business, we are experiencing a significant increase in related hardware and infrastructure costs as we purchase equipment to increase our Internet capability. These costs are classified as cost of goods sold and, as a percentage of revenue, are significantly higher than the costs of goods sold for our traditional desktop software business. Second, our service businesses, such as payroll processing and QuickBooks Support Network, generally have higher cost of goods sold compared to the sale of packaged software. As these businesses grow to a higher proportion of total revenue, we anticipate that our cost of goods sold will continue to increase. Note that results from CRI, our payroll processing subsidiary that we acquired in May 1999, are included in fiscal 2000 results but not in the fiscal 1999 comparison periods, which contributed to the year-over-year increase in cost of goods sold.

OPERATING EXPENSES

<TABLE>
<CAPTION>

(Dollars in millions; unaudited)	Three Months Ended January 31,			Six Months Ended January 31,		
	1999	Change	2000	1999	Change	2000
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Customer service & technical support	$ 41.1	16%	$ 47.7	$ 72.0	14%	$ 82.0
% of revenue	11%		11%	14%		14%
Selling & marketing	$ 71.2	21%	$ 86.1	$ 124.3	26%	$ 156.0
% of revenue	19%		20%	24%		26%
Research & development	$ 36.4	21%	$ 44.0	$ 70.0	22%	$ 85.8
% of revenue	10%		10%	14%		14%
General and administrative	$ 19.6	19%	$ 23.3	$ 38.9	15%	$ 44.8
% of revenue	5%		5%	8%		7%
Charge for purchased research and development	$ --	N/A	$ --	$ --	N/A	$ 1.3
% of revenue	N/A		N/A	N/A		0%

</TABLE>

<TABLE>

<S>	<C>	<C>	<C>	<C>	<C>	<C>
Other acquisition costs, including amortization of goodwill and purchased intangibles	$ 21.0	115%	$ 45.2	$ 41.9	95%	$ 81.6
% of revenue	6%		11%	8%		14%
Other acquisition related costs- amortization of deferred compensation ...	$ --	N/A	$ 1.0	$ --	N/A	$ 1.7
% of revenue	N/A		0%	N/A		0%
Reorganization costs	$ 2.0	(100)%	$ --	$ 2.0	75%	$ 3.5
% of revenue	1%		N/A	0%		1%

</TABLE>

Customer Service and Technical Support. Customer service and technical support expenses were flat as a percentage of revenue for the three and six-month periods ended January 31, 2000 compared to the same periods of the prior year. We have benefited from our efforts to provide customer service and technical support less expensively through websites and other electronic means. However, we increased our investment in customer service and technical support during the fiscal 2000 comparison periods in anticipation of increased call volumes relating to potential year 2000 issues, and also to support two major product launches in the second quarter (QuickBooks 2000 and Quicken TurboTax for the 1999 tax year).

Selling and Marketing. Selling and marketing expenses were 20% and 26% of revenue for the three and six-months ended January 31, 2000 compared to 19% and 24% for the same periods of the prior year. The increases in selling and marketing costs are attributable to the aggressive marketing programs relating to the expansion of our Internet-based businesses and the increasingly competitive personal tax market. We continue to expect that selling and marketing costs as a percentage of revenue will increase for fiscal 2000 compared to fiscal 1999 as we continue to aggressively market our Internet-based businesses and face intense competition in the personal tax market for the rest of the 1999 tax season.

Research and Development. Research and development expenses were 10% and 14% of revenue for the three and six-months ended January 31, 2000 compared to 10% and 14% of revenue for the same periods of the prior year. We continue to invest in research and development due to our efforts to develop our Internet-based businesses. As a result, we expect our Internet-based businesses will continue to require significant development expenditures in fiscal 2000 and beyond. If such expenses exceed our current expectations, they may have an adverse effect on operating results. This could occur, for example, if we were to undertake a costly product development venture in response to competitive pressures or other market conditions.

General and Administrative. General and administrative expenses were 5% and 7% of revenue for the three and six-months ended January 31, 2000 compared to 5% and 8% for the same periods of the prior year. For fiscal 2000, we expect general and administrative expenses to remain roughly flat as a percentage of revenue compared to fiscal 1999.

Charge for Purchased Research and Development. For the six months ended January 31, 2000, we recorded charges for purchased research and development as a result of our Boston Light and Hutchison acquisitions. In connection with these acquisitions, we used third party appraisers' estimates to determine the value of in-process projects under development for which technological feasibility had not been established. The total value of these projects at the time of the acquisitions was determined to be approximately $1.3 million and was expensed in the three months ended October 31, 1999. The value of the projects was determined by estimating the costs to develop the in-process technology into commercially feasible products, estimating the net cash flows we believed would result from the products and discounting these net cash flows back to their present value. We believe the products related to these charges will be completed during our fiscal year 2000, and that the risk of these products not being

successfully completed is low.

Other Acquisition Costs. Other acquisition costs include the amortization of goodwill and purchased intangibles and deferred compensation costs that are recorded as part of an acquisition. These costs increased to $48.7 million and $88.2 million for the three and six-months ended January 31, 2000 compared to $22.9 million and $45.6 million for the same periods of the prior year. These increases ware primarily attributable to the amortization of intangibles associated with our acquisition of CRI in May 1999, and our acquisitions of Secure Tax, Boston Light and Hutchison in August 1999, and Turning Mill Software in November 1999.

The high levels of non-cash amortization expense related to completed acquisitions will continue to have a negative impact on operating results in future periods. Assuming no additional acquisitions and no impairment of value resulting in an acceleration of amortization, future amortization will be approximately $163.7 million, $145.5 million, $140.2 million and $90.9 million for the years ending July 31, 2000 through 2003, respectively. If we complete additional acquisitions or accelerate amortization in the future, there could be an incremental negative impact on operating results.

Reorganization Costs. Reorganization costs represent the costs associated with Rock's closure of numerous branch offices in Michigan prior to its acquisition by Intuit as the mortgage business began to transition from a traditional branch-based business to an on-line transactional-based business. These costs increased to $3.5 million for the six-month period ended January 31, 2000 from $2.0 million for the same period of the prior year.

OTHER INCOME

For the three and six-months ended January 31, 2000, interest and other income and expense, net, increased to $7.0 million and $15.5 million compared to $4.0 million and $7.3 million for the same periods a year ago, reflecting increased cash and short-term investment balances. We have elected to report our At Home common stock as a trading security and are required to mark to market the fluctuations in the stock price and report the fluctuations in our earnings. For the three and six-months ended January 31, 2000, we reported losses arising from fluctuations in the share price of At Home of $2.8 million and $20.1 million, respectively. In the same period a year ago, we did not report a gain or a loss for changes in the market value of Excite, Inc. ("Excite"), one of the predecessor companies of Excite@Home in our earnings, since that security was not classified as a trading security. We did, however, report a realized gain of $10.1 million for both the three and six-month periods from a year ago from the sales of Checkfree, Verisign, and Concentric common stock.

INCOME TAXES

For the three and six-months ended January 31, 2000, we recorded income tax provisions (benefits) of $29.6 million and ($4.6) million on a pretax income (loss) of $86.8 million ($13.3) million, respectively. This compares to income tax provisions of $31.2 million and $17.7 million on a pretax income of $124.4 million and $65.9 million, respectively for the same periods of the prior year. At January 31, 2000, there was a valuation allowance of $11.6 million for tax assets of our international subsidiaries based on management's assessment that we may not receive the benefit of certain loss carryforwards.

LIQUIDITY AND CAPITAL RESOURCES

At January 31, 2000, our unrestricted cash and cash equivalents totaled $377.7 million, a $176.5 million decrease from July 31, 1999. The decrease was a result of net cash used by investing activities, partially offset by cash provided by financing and operations activities. Cash from operating activities is driven by the seasonality of our business, which typically results in the majority of net revenues and cash receipts occurring in the January and April quarters, though operating expenses are incurred throughout the year.

Our operations provided $44.3 million in cash during the six months ended January 31, 2000. Primary sources of cash were an increase of $54.6 million in accounts payable and $63.9 million in other accrued liabilities. The

increases in accrued liabilities and accounts payable are driven by the seasonality of our business and the resulting increases in accruals for product returns, customer rebates and accrued technical support expenses. In addition, cash was generated by an increase in deferred revenues of $40.4 million due primarily to the deferral of state tax product and electronic filing revenues which will be realized in our third and fourth fiscal quarters. Cash was also generated by the decrease of $32.2 million in prepaid expenses due primarily to the completion of acquisitions in the first quarter. Primary uses of cash included the net loss of $8.6 million, an increase of $185.4 million in accounts receivable due to the large volumes of seasonal product shipments to retailers and distributors that typically occur in our second fiscal quarter and a significant decrease in income taxes payable as a result of the payment of taxes for our fiscal year ended July 31, 1999.

Investing activities used $242.6 million in cash for the six months ended January 31, 2000. Uses of cash included net purchases of $110.2 million in short-term investments and purchases of $51.9 million in property and equipment. Property and equipment purchases were made to support our ongoing operations, information system upgrades and our growing Internet-based businesses. We also used $54.6 million in cash for our acquisitions of SecureTax and Hutchison.

Financing activities provided $21.8 million in the first quarter, primarily attributable to proceeds from the exercise of employee stock options. This was partially offset by a decrease in our line of credit as we funded new consumer mortgage loans during the period.

We currently hold investments in a number of publicly traded companies (see Note 1). The volatility of the stock market and the potential risk of fluctuating stock prices may have an impact on our future liquidity. Due to our reporting of the At Home shares as a trading security, future fluctuations in the carrying value of At Home will impact our earnings (see Note 1). If future declines in our other marketable securities are deemed to be permanent, they will also impact our earnings.

In connection with our acquisition of CRI (see Note 4), we are required to pay three annual installments of $25 million in each of the next three fiscal years. In the normal course of business, we enter into leases for new or expanded facilities in both domestic and international locations. We also evaluate the merits of acquiring technology or businesses, or establishing strategic relationships with and investing in other companies. Accordingly, it is possible that we may decide to use cash and cash equivalents to fund such activities in the future. For example, if we exercise our option to purchase VFSC (see Note 11) and elect to pay all or a significant portion of the exercise price in cash, this would have a negative impact on our liquidity.

We believe that our unrestricted cash, cash equivalents and short-term investments will be sufficient to meet anticipated seasonal working capital and capital expenditure requirements for at least the next twelve months.

YEAR 2000

The following is a Year 2000 readiness disclosure under the Year 2000 Information and Readiness Disclosure Act.

Intuit established a Year 2000 Project Office to address the impact of the year 2000 date transition on its operations, products and services globally. We adopted a five-phase approach for reviewing and preparing the significant elements of operations, products and services for the Year 2000 date transition. Through the date of this filing, we have had no major Y2K-related issues. In addition, all substantive claims in the lawsuits filed against Intuit in connection with alleged Y2K problems with our products and services have been dismissed, with only one possible appeal remaining. Customers can find Intuit's Year 2000 Readiness Disclosure about our products, and order free solutions, where required, on our Corporate Year 2000 Resource Center at www.intuit.com/y2k.

Costs directly attributed to our Year 2000 project were approximately $6.5 million in fiscal 1999. We currently anticipate direct costs in the range of $8 to $12 million for fiscal year 2000, including costs associated with

ongoing maintenance and support activity in fiscal year 2000, and including costs associated with the manufacture and distribution of free solutions for products that are not Year 2000 compliant or in certain cases that were not tested for Year 2000 compliance. Although the provision of free solutions has probably resulted in some lost revenue for new product upgrades, we believe the lost revenue will be less than $5 million.

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ITEM 3
QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

- - ---

SHORT-TERM INVESTMENT PORTFOLIO

We do not hold derivative financial instruments in our short-term investment portfolio. Our short-term investments consist of instruments that meet high quality standards consistent with our investment policy. This policy dictates that we diversify our holdings and limit our short-term investments to a maximum of $5 million to any one issuer. Our policy also dictates that all short-term investments mature in 30 months or less.

MARKETABLE SECURITIES

We also carry significant balances in marketable equity securities as of January 31, 2000. These securities are subject to considerable market risk due to their volatility. See Note 1 of the financial statement notes for more information regarding risks related to our investments in marketable securities.

INTEREST RATE RISK

Interest rate risk represents a component of market risk to us and represents the possibility that changes in interest rates will cause unfavorable changes in our net income and in the value of our interest rate sensitive assets, liabilities and commitments. In a higher interest rate environment, borrower demand for mortgage loans declines. Interest rate movements also affect the interest income earned on loans we hold for sale in the secondary market, interest expense on our lines of credit, the value of mortgage loans we hold for sale in the secondary market and ultimately the gain on the sale of those mortgage loans. In addition, interest rate movements affect the interest income earned on investments we hold in our short-term investment portfolio and the value of those investments.

As part of our risk management programs, we enter into financial agreements and purchase financial instruments in the normal course of business to manage our exposure to interest rate risk with respect to our Conventional Loans and our government-insured loans (together, "Prime Loans"), but not with respect to our Sub-Prime Loans or Home Equity Lines of Credit. We use these financial agreements and financial instruments for the explicit purpose of managing interest rate risks to protect the value of our mortgage loan portfolio.

Management actively monitors and manages our exposure to interest rate risk on Prime Loans, which is incurred in the normal course of business. The committed and closed pipelines of Prime Loans, as well as the related forward commitments and derivatives, are valued daily. We refer to the loans, pipeline, commitments and derivatives together as the "hedge position." The hedge position is evaluated against a spectrum of interest rate scenarios to determine expected net changes in the fair values of the hedge position in relation to the changes in interest rates. We do not enter into instruments for trading purposes. Our interest rate risk exposure is evaluated daily using models which estimate changes in the fair value of the hedge position and compare those changes against the fair value of the underlying assets and commitments.

<TABLE>
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PRINCIPAL AMOUNTS BY EXPECTED MATURITY:
(in thousands, except interest rates)

	PERIOD ENDING JANUARY 31, EXPECTED MATURITY DATE						FAIR VALUE JANUARY 31,
	2000	2001	2002	2003	2004	TOTAL	2000
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
ASSETS:							
Mortgage Loans....................	$38,386	--	--	--	--	$38,386	$39,183
Average Interest Rate........	8.97%					8.97%	
LIABILITIES:							
Lines of Credit..................	$ 3,283	--	--	--	--	$ 3,283	$ 3,291
Average Interest Rate........	6.64%					6.64%	

</TABLE>

Based on the carrying values of our mortgage loans and lines of credit that we held at January 31, 2000, we do not believe that short-term changes in interest rates would have a material effect on the interest income we earn on loans held for sale in the secondary market, interest expense on our lines of credit or the value of mortgage loans that we hold for sale in the secondary market. See Notes 1 and 5 of the financial statement notes for more information regarding risks related to our mortgage loans and lines of credit.

IMPACT OF FOREIGN CURRENCY RATE CHANGES

During fiscal 1999, the currency of our Japanese subsidiary strengthened while the currencies of our other subsidiaries remained essentially stable. As of January 31, 2000, the currency of our Japanese subsidiary has continued to strengthen and the currencies of our other subsidiaries have remained essentially stable since the end of our 1999 fiscal year. Because we translate foreign currencies into U.S dollars for reporting purposes, currency fluctuations can have an impact, though generally immaterial, on our results. We believe that our exposure to currency exchange fluctuation risk is insignificant, primarily because our international subsidiaries invoice customers and satisfy their financial obligations almost exclusively in their local currencies. For the quarter ended January 31, 2000, there was an immaterial currency exchange impact from our intercompany transactions. Currency exchange risk is also minimized since foreign debt is due almost exclusively in local foreign currencies. As of January 31, 2000, we did not engage in foreign currency hedging activities.

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PART II
ITEM 1
LEGAL PROCEEDINGS

- - ---

Intuit was a defendant in two consolidated class action lawsuits (one in California and one in New York) which alleged that certain of its Quicken products have on-line banking functions that are not Year 2000 compliant. With respect to the California litigation, on October 13, 1999 the court dismissed the case without leave to amend. The only remaining issue relates to a potential award of attorneys' fees to the plaintiffs. On December 1, 1999, the court granted our motion to dismiss all the New York actions with prejudice. Although plaintiffs filed a Notice of Appeal, they failed to perfect the appeal. Accordingly, this case is also now over.

In addition, a suit was filed in the Contra Costa County, California Superior Court by an individual consumer against various retailers, including Circuit City Stores, CompUSA, Fry's Electronics, Office Depot, The Good Guys and others, alleging that these retailers have sold software and hardware products which are not Year 2000 compliant, including at least one product published by Intuit. One of the defendants in this action, Fry's Electronics, filed a cross-complaint against various software publishers and hardware manufacturers, including

Intuit, asserting a claim for indemnity in the main action. In September 1999, Fry's Electronics reached a settlement with the plaintiffs. All the cross defendants, including Intuit, then filed a demurrer to the cross-complaint. On December 7, 1999 the court granted the demurrer and dismissed the case without leave to amend. If Fry's Electronics does not appeal this ruling by April 4, 2000, this lawsuit against Intuit will also be over.

On March 3, 2000 a class action lawsuit, Bruce v. Intuit Inc., was filed in the United States District Court, Central District of California, Eastern Division. On March 8, 2000 a virtually identical lawsuit, Rubin v. Intuit Inc., was filed in the United States District Court, Southern District of New York. Both actions claim that private customer information entered into Intuit's Quicken.com website was intentionally and secretly disclosed to third-party advertisers. The two lawsuits allege identical causes of actions for invasion of privacy and violations of federal statutes related to electronic communications. The lawsuits seek injunctive relief, an order to disgorge profits related to the alleged acts, and statutory and other damages. As of March 10, 2000, neither lawsuit had been served on Intuit.

We are subject to other legal proceedings and claims that arise in the normal course of our business. We currently believe that the ultimate amount of liability, if any, for any pending actions (either alone or combined) will not materially affect our financial position, results of operations or liquidity. However, the ultimate outcome of any litigation is uncertain, and either unfavorable or favorable outcomes could have a material negative impact. Regardless of outcome, litigation can have an adverse impact on Intuit because of defense costs, diversion of management resources and other factors.

ITEM 2
CHANGES IN SECURITIES AND USE OF PROCEEDS

(a) Not applicable.

(b) Not applicable.

(c) On January 24, 2000, we issued and sold 225,000 shares of our common stock to Stephen M. Bennett, our recently appointed President and Chief Executive Officer, pursuant to two Restricted Stock Purchase Agreements. The purchase price for the shares was $0.01 per share, for an aggregate purchase price of $2,250. The shares were issued without registration under the Securities Act of 1993, as amended (the "1933 Act"), in reliance on an exemption under Section 4(2) of the 1933 Act. The shares are subject to vesting over periods of up to 10 years. Any unvested shares may be repurchased by Intuit for the original purchase price if Mr. Bennett's employment with Intuit is terminated under certain circumstances.

(d) Not applicable.

ITEM 5
OTHER MATTERS

CHANGES IN EXECUTIVE OFFICERS AND BOARD OF DIRECTORS

On January 24, 2000, Stephen M. Bennett was appointed President and Chief Executive Officer and a member of the Board of Directors. William V. Campbell stepped down as Acting Chief Executive Officer but remains Chairman of the Board.

As of March 13, 2000, Intuit's executive officers are as follows:

<TABLE>
<CAPTION>

NAME	POSITION
<S>	<C>

</TABLE>

Stephen M. Bennett	President and Chief Executive Officer
Scott D. Cook	Chairman of the Executive Committee of the Board of Directors
Eric C.W. Dunn	Senior Vice President and Chief Technology Officer
Alan A. Gleicher	Senior Vice President, International
James J. Heeger	Senior Vice President, Small Business Division
David A. Kinser	Senior Vice President, Service Delivery and Operations
Greg J. Santora	Senior Vice President, Finance, and Chief Financial Officer
Raymond G. Stern	Senior Vice President, Corporate Strategy and Marketing
Larry J. Wolfe	Senior Vice President, Tax Division
Sonita J. Ahmed	Vice President, Finance
Kristen S. Brown	Vice President, Corporate Development
Caroline F. Donahue	Vice President, Sales
Linda Fellows	Vice President, Treasurer and Director of Investor Relations
Daniel B. Gilbert	Vice President, Quicken Loans
Larry King, Jr.	Vice President, Payroll Services Group
Elisabeth M. Lang	Vice President, Corporate Public Relations and Marketing Communications
Carol Novello	Vice President, Financial Supplies Group
Enrico Roderick	Vice President, Personal Finance Group
Catherine L. Valentine	Vice President, General Counsel and Secretary

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ITEM 6
EXHIBITS AND REPORTS ON FORM 8-K

- - --

(A) THE FOLLOWING EXHIBITS ARE FILED AS PART OF THIS REPORT:

10.01 Intuit Inc. 1996 Employee Stock Purchase Plan, as amended through January 19, 2000

10.02 Employment Agreement between Intuit and Stephen M. Bennett dated January 21, 2000

10.03 Intuit Inc. Restricted Stock Purchase Agreements between Intuit and Stephen M. Bennett dated January 24, 2000

10.04 Confidential Agreement and General Release of Claims between Intuit Inc. and William H. Harris, Jr., dated September 23, 1999

27.01 Financial Data Schedule (filed only in electronic format) period ended January 31, 2000

27.02 Financial Data Schedule (filed only in electronic format) period ended January 31, 1999

- - ----------------

(B) REPORTS ON FORM 8-K:

(1) On January 25, 2000, Intuit filed a report on Form 8-K to report under Item 5 the appointment of Stephen M. Bennett as President and Chief Executive Officer and a board member.

- - --

SIGNATURES

- - --

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

INTUIT INC.
(REGISTRANT)

Date: March 16, 1999 By: /s/ Greg J. Santora

Greg J. Santora
Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT INDEX

<TABLE>
<CAPTION>

Exhibit Number..	Description	Page
<S>	<C>	<C>
10.01	Intuit Inc. 1996 Employee Stock Purchase Plan, as amended through January 19, 2000...	
10.02	Employment Agreement between Intuit and Stephen M. Bennett dated January 21, 2000...	
10.03	Intuit Inc. Form of Restricted Stock Purchase Agreements between Intuit and Stephen M. Bennett dated January 24, 2000..................	
10.04	Confidential Agreement and General Release of Claims between Intuit Inc. and William H. Harris, Jr., dated September 23, 1999.......	
27.01	Financial Data Schedule (filed only in electronic format) period ended January 31, 2000	
27.02	Financial Data Schedule (filed only in electronic format) period ended January 31, 1999	

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EXHIBIT 10.01

INTUIT INC.

1996 EMPLOYEE STOCK PURCHASE PLAN

As Adopted October 7, 1996
As Amended through January 19, 2000

1. ESTABLISHMENT OF PLAN. Intuit Inc., a Delaware corporation (the "Company"), proposes to grant options for purchase of the Company's Common Stock, $0.01 par value, to eligible employees of the Company and its Subsidiaries (as hereinafter defined) pursuant to this Employee Stock Purchase Plan (this "Plan"). For purposes of this Plan, "Parent Corporation" and "Subsidiary" (collectively, "Subsidiaries") shall have the same meanings as "parent corporation" and "subsidiary corporation" in Sections 424(e) and 424(f), respectively, of the Internal Revenue Code of 1986, as amended (the "Code"). The Company intends this Plan to qualify as an "employee stock purchase plan" under Section 423 of the Code (including any amendments to or replacements of such Section), and this Plan shall be so construed. Any term not expressly defined in this Plan but defined for purposes of Section 423 of the Code shall have the same definition herein. A total of 2,800,000 shares of the Company's Common Stock is reserved for issuance under this Plan. Such number shall be subject to adjustments effected in accordance with Section 14 of this Plan.

2. PURPOSE. The purpose of this Plan is to provide employees of the Company, or of any Subsidiary designated by the Board of Directors of the Company (the "Board") as eligible to participate in this Plan, with a convenient means of acquiring an equity interest in the Company through payroll deductions, to enhance such employees' sense of participation in the affairs of the Company and Subsidiaries, and to provide an incentive for continued employment.

3. ADMINISTRATION. This Plan shall be administered by a committee appointed by the Board (the "Committee"). If two or more members of the Board are "Outside Directors" within the meaning of Code Section 162(m), the Committee will be comprised of at least two (2) members of the Board, all of whom are Outside Directors. As used in this Plan, references to the "Committee" shall mean either such committee or the Board if no committee has been established. Subject to the provisions of this Plan and the limitations of Section 423 of the Code or any successor provision in the Code, all questions of interpretation or application of this Plan shall be determined by the Committee and its decisions shall be final and binding upon all participants. Members of the Committee shall receive no compensation for their services in connection with the administration of this Plan, other than standard fees as established from time to time by the Committee for services rendered by Committee members serving on Board committees. All expenses incurred in connection with the administration of this Plan shall be paid by the Company.

4. ELIGIBILITY. Any employee of the Company, or of any Subsidiary designated by the Board as eligible to participate in this Plan) is eligible to participate in an Offering Period (as hereinafter defined) under this Plan except the following:

(a) employees who are not employed by the Company or Subsidiaries fifteen (15) days before the beginning of such Offering Period;

(b) employees who are customarily employed for less than twenty (20) hours per week;

(c) employees who are customarily employed for less than five (5) months in a calendar year;

(d) employees who, together with any other person whose stock would be attributed to such employee pursuant to Section 424(d) of the Code, own stock or hold options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or any of its Subsidiaries or

who, as a result of being granted an option under this Plan with respect to such Offering Period, would own stock or hold options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or any of its Subsidiaries.

An individual who provides services to the Company, or any designated Subsidiary, as an independent contractor shall not be considered an "employee" for purposes of this Section 4 or this Plan, and shall not be eligible to participate in the Plan, except during such periods as the Company or the designated Subsidiary, as applicable, is required to withhold U.S. federal employment taxes for the individual. This exclusion from participation shall apply even if the individual is reclassified as an employee, rather than an independent contractor, for any purpose other than U.S. federal employment tax withholding.

5. OFFERING DATES. The offering periods of this Plan (each, an "Offering Period") shall be of six (6) months duration commencing on December 16 and June 16 of each year and ending on June 15 and December 15 of each year; provided, however, that the first Offering Period shall commence on January 1 1997 and end on June 30, 1997, and the second Offering Period shall commence on July 1, 1997 and end on December 15, 1997. The first business day of each Offering Period is referred to as the "Offering Date." The last business day of each Offering Period is referred to as the "Purchase Date." The Board shall have the power to change the duration of Offering Periods with respect to future offerings without stockholder approval if such change is announced at least fifteen (15) days prior to the scheduled beginning of the first Offering Period to be affected.

6. PARTICIPATION IN THIS PLAN. Eligible employees may become participants in an Offering Period under this Plan on the first Offering Date after satisfying the eligibility requirements by delivering a subscription agreement to the Company not later than fifteen (15) days before such Offering Date unless a later time for filing the subscription agreement authorizing payroll deductions is set by the Committee for all eligible employees with respect to a given Offering Period. An eligible employee who does not deliver a subscription agreement to the Company by such date after becoming eligible to participate in such Offering Period shall not participate in that Offering Period or any subsequent Offering Period unless such employee enrolls in this Plan by filing a subscription agreement with the Company not later than fifteen (15) days preceding a subsequent Offering Date. Once an employee becomes a participant in an Offering Period, such employee will automatically participate in the Offering Period commencing immediately following the last day of the prior Offering Period unless the employee withdraws or is deemed to withdraw from this Plan or terminates further participation in the Offering Period as set forth in Section 11 below. Such participant is not required to file any additional subscription agreement in order to continue participation in this Plan.

7. GRANT OF OPTION ON ENROLLMENT. Enrollment by an eligible employee in this Plan with respect to an Offering Period will constitute the grant (as of the Offering Date) by the Company to such employee of an option to purchase on the Purchase Date up to that number of shares of Common Stock of the Company determined by dividing (a) the amount accumulated in such employee's payroll deduction account during such Offering Period by (b) the lower of (i) eighty-five percent (85%) of the fair market value of a share of the Company's Common Stock on the Offering Date (but in no event less than the par value of a share of the Company's Common Stock), or (ii) eighty-five percent (85%) of the fair market value of a share of the Company's Common Stock on the Purchase Date (but in no event less than the par value of a share of the Company's Common Stock); provided, however, that the number of shares of the Company's Common Stock subject to any option granted pursuant to this Plan shall not exceed the maximum number of shares which may be purchased pursuant to Section 10(b) or 10(c) below with respect to the applicable Offering Period. The fair market value of a share of the Company's Common Stock shall be determined as provided in Section 8 hereof.

8. PURCHASE PRICE. The purchase price per share at which a share of Common Stock will be sold in any Offering Period shall be eighty-five percent (85%) of the lesser of:

(a) The fair market value on the Offering Date; or

(b) The fair market value on the Purchase Date;

provided, however, that in no event may the purchase price per share of the Company's Common Stock be below the par value per share of the Company's Common Stock.

For purposes of this Plan, the term "Fair Market Value" means as of any date, the value of a share of the Company's Common Stock determined as follows:

(a) if such Common Stock is then quoted on the Nasdaq National Market, its last reported sale price on the Nasdaq National Market or, if no such reported sale takes place on such date, the average of the closing bid and asked prices;

(b) if such Common Stock is publicly traded and is then listed on a national securities exchange, its last reported sale price or, if no such reported sale takes place on such date, the average of the closing bid and asked prices on the principal national securities exchange on which the

Common Stock is listed or admitted to trading;

(c) if such Common Stock is publicly traded but is not quoted on the Nasdaq National Market or listed or admitted to trading on a national securities exchange, the average of the closing bid and asked prices on such date, as reported in The Wall Street Journal, for the over-the-counter market; or

(d) if none of the foregoing is applicable, by the Board in good faith.

9. PAYMENT OF PURCHASE PRICE; CHANGES IN PAYROLL DEDUCTIONS; ISSUANCE OF SHARES.

(a) The purchase price of the shares is accumulated by regular payroll deductions made during each Offering Period. The deductions are made as a percentage of the participant's compensation in one percent (1%) increments not less than two percent (2%), nor greater than ten percent (10%) or such lower limit set by the Committee. Compensation shall mean base salary and commissions. Payroll deductions shall commence on the first payday following the Offering Date and shall continue to the end of the Offering Period unless sooner altered or terminated as provided in this Plan.

(b) A participant may lower (but not increase) the rate of payroll deductions during an Offering Period by filing with the Company a new authorization for payroll deductions, in which case the new rate shall become effective for the next payroll period commencing more than fifteen (15) days after the Company's receipt of the authorization and shall continue for the remainder of the Offering Period unless changed as described below. Such change in the rate of payroll deductions may be made at any time during an Offering Period, but not more than one (1) change may be made effective during any Offering Period. A participant may increase or decrease the rate of payroll deductions for any subsequent Offering Period by filing with the Company a new authorization for payroll deductions not later than fifteen (15) days before the beginning of such Offering Period.

(c) All payroll deductions made for a participant are credited to his or her account under this Plan and are deposited with the general funds of the Company. No interest accrues on the payroll deductions. All payroll deductions received or held by the Company may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

(d) On each Purchase Date, so long as this Plan remains in effect and provided that the participant has not submitted a signed and completed withdrawal form before that date which notifies the Company that the participant wishes to withdraw from that Offering Period under this Plan and have all payroll deductions accumulated in the account maintained on behalf of the participant as of that date returned to the participant, the Company shall apply the funds then in the participant's account to the purchase of whole shares of Common Stock reserved under the option granted to such participant with respect to the Offering Period to the extent that such option is exercisable on the Purchase Date. The purchase price per share shall be as specified in Section 8 of this Plan. Any cash remaining in a participant's account after such purchase of shares shall be carried forward, without interest, into the next Offering Period; provided, however, that in the event that this Plan has been oversubscribed,

all funds not used to purchase shares on the Purchase Date shall be returned to the participant, without interest. No Common Stock shall be purchased on a Purchase Date on behalf of any employee whose participation in this Plan has terminated prior to such Purchase Date.

(e) As promptly as practicable after the Purchase Date, the Company shall issue shares for the participant's benefit representing the shares purchased upon exercise of his or her option.

(f) During a participant's lifetime, such participant's option to purchase shares hereunder is exercisable only by him or her. The participant will have no interest or voting right in shares covered by his or her option until such option has been exercised. Shares issued for the benefit of a participant under this Plan will be issued in the name of the participant or in the name of the participant and his or her spouse.

10. LIMITATIONS ON SHARES TO BE PURCHASED.

(a) No participant shall be entitled to purchase stock under this Plan at a rate which, when aggregated with his or her rights to purchase stock under all other employee stock purchase plans of the Company or any Subsidiary, exceeds $25,000 in fair market value, determined as of the Offering Date (or such other limit as may be imposed by the Code) for each calendar year in which the employee participates in this Plan.

(b) No more than two hundred percent (200%) of the number of shares determined by using eighty-five percent (85%) of the fair market value of a share of the Company's Common Stock on the Offering Date as the denominator may be purchased by a participant on any single Purchase Date.

(c) No participant shall be entitled to purchase more than the Maximum Share Amount (as defined below) on any single Purchase Date. Not less than thirty (30) days prior to the commencement of any Offering Period, the Committee may, in its sole discretion, set a maximum number of shares which may be purchased by any employee at any single Purchase Date (hereinafter the "Maximum Share Amount"). In no event shall the Maximum Share Amount exceed the amounts permitted under Section 10(b) above. If a new Maximum Share Amount is set, then all participants must be notified of such Maximum Share Amount not less than fifteen (15) days prior to the commencement of the next Offering Period. Once the Maximum Share Amount is set, it shall continue to apply with respect to all succeeding Offering Periods unless revised by the Committee as set forth above.

(d) If the number of shares to be purchased on a Purchase Date by all employees participating in this Plan exceeds the number of shares then available for issuance under this Plan, then the Company will make a pro rata allocation of the remaining shares in as uniform a manner as shall be reasonably practicable and as the Committee shall determine to be equitable. In such event, the Company shall give written notice of such reduction of the number of shares to be purchased under a participant's option to each participant affected thereby.

(e) Any payroll deductions accumulated in a participant's account which are not used to purchase stock due to the limitations in this Section 10 shall be returned to the participant as soon as practicable after the end of the applicable Offering Period, without interest.

11. WITHDRAWAL.

(a) Each participant may withdraw from an Offering Period under this Plan by signing and delivering to the Company a written notice to that effect on a form provided for such purpose. Such withdrawal may be elected at any time at least fifteen (15) days prior to the end of an Offering Period.

(b) Upon withdrawal from this Plan, the accumulated payroll deductions shall be returned to the withdrawn participant, without interest, and his or her interest in this Plan shall terminate. In the event a participant voluntarily elects to withdraw from this Plan, he or she may not resume his or her participation in this Plan during the same Offering Period, but he or she may participate in any Offering Period under this Plan which commences on

a date subsequent to such withdrawal by filing a new authorization for payroll deductions in the same manner as set forth above for initial participation in this Plan.

12. TERMINATION OF EMPLOYMENT. Termination of a participant's employment for any reason, including retirement, death or the failure of a participant to remain an eligible employee, immediately terminates his or her participation in this Plan. In such event, the payroll deductions credited to the participant's account will be returned to him or her or, in the case of his or her death, to his or her legal representative, without interest. For purposes of this Section 12, an employee will not be deemed to have terminated employment or failed to remain in the continuous employ of the Company in the case of sick leave, military leave, or any other leave of absence approved by the Committee; provided that such leave is for a period of not more than ninety (90) days or reemployment upon the expiration of such leave is guaranteed by contract or statute.

13. RETURN OF PAYROLL DEDUCTIONS. In the event a participant's interest in this Plan is terminated by withdrawal, termination of employment or otherwise, or in the event this Plan is terminated by the Board, the Company shall promptly deliver to the participant all payroll deductions credited to such participant's account. No interest shall accrue on the payroll deductions of a participant in this Plan.

14. CAPITAL CHANGES. Subject to any required action by the stockholders of the Company, the number of shares of Common Stock covered by each option under this Plan which has not yet been exercised and the number of shares of Common Stock which have been authorized for issuance under this Plan but have not yet been placed under option (collectively, the "Reserves"), as well as the price per share of Common Stock covered by each option under this Plan which has not yet been exercised, shall be proportionately adjusted for any increase or

decrease in the number of issued and outstanding shares of Common Stock of the Company resulting from a stock split or the payment of a stock dividend (but only on the Common Stock) or any other increase or decrease in the number of issued and outstanding shares of Common Stock effected without receipt of any consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration"; and provided further, that the price per share of Common Stock shall not be reduced below its par value per share. Such adjustment shall be made by the Board, whose determination shall be final, binding and conclusive. Except as expressly provided herein, no issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an option.

In the event of the proposed dissolution or liquidation of the Company, the Offering Period will terminate immediately prior to the consummation of such proposed action, unless otherwise provided by the Board. The Board may, in the exercise of its sole discretion in such instances, declare that the options under this Plan shall terminate as of a date fixed by the Board and give each participant the right to exercise his or her option as to all of the optioned stock, including shares which would not otherwise be exercisable. In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger or consolidation of the Company with or into another corporation, each option under this Plan shall be assumed or an equivalent option shall be substituted by such successor corporation or a parent or subsidiary of such successor corporation, unless the Board determines, in the exercise of its sole discretion and in lieu of such assumption or substitution, that the participant shall have the right to exercise the option as to all of the optioned stock. If the Board makes an option exercisable in lieu of assumption or substitution in the event of a merger, consolidation or sale of assets, the Board shall notify the participant that the option shall be fully exercisable for a period of twenty (20) days from the date of such notice, and the option will terminate upon the expiration of such period.

The Board may, if it so determines in the exercise of its sole discretion, also make provision for adjusting the Reserves, as well as the price per share of Common Stock covered by each outstanding option, in the event that the Company effects one or more reorganizations, recapitalizations, rights offerings or other increases or reductions of shares of its outstanding Common Stock, or in the event of the Company being consolidated with or merged into any other corporation; provided, that the price per share of Common Stock shall not be reduced below its par value per share.

15. NONASSIGNABILITY. Neither payroll deductions credited to a participant's account nor any rights with regard to the exercise of an option or to receive shares under this Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 22 hereof) by the participant. Any such attempt at assignment, transfer, pledge or other disposition shall be void and without effect.

16. REPORTS. Individual accounts will be maintained for each participant in this Plan. Each participant shall receive promptly after the end of each Offering Period a report of his or her account setting forth the total payroll deductions accumulated, the number of shares purchased, the per share price thereof and the remaining cash balance, if any, carried forward to the next Offering Period.

17. NOTICE OF DISPOSITION. Each participant shall notify the Company if the participant disposes of any of the shares purchased in any Offering Period pursuant to this Plan if such disposition occurs within two (2) years from the Offering Date or within one (1) year from the Purchase Date on which such shares were purchased (the "Notice Period"). Unless such participant is disposing of any of such shares during the Notice Period, such participant shall keep the certificates issued to him or her that represent shares purchased hereunder in his or her name (and not in the name of a nominee) during the Notice Period. The Company may, at any time during the Notice Period, place a legend or legends on any certificate representing shares acquired pursuant to this Plan requesting the Company's transfer agent to notify the Company of any transfer of the shares. The obligation of the participant to provide such notice shall continue notwithstanding the placement of any such legend on the certificates.

18. NO RIGHTS TO CONTINUED EMPLOYMENT. Neither this Plan nor the grant of any option hereunder shall confer any right on any employee to remain in the employ of the Company or any Subsidiary, or restrict the right of the Company or any Subsidiary to terminate such employee's employment.

19. EQUAL RIGHTS AND PRIVILEGES. All eligible employees shall have equal rights and privileges with respect to this Plan so that this Plan qualifies as an "employee stock purchase plan" within the meaning of Section 423 or any successor provision of the Code and the related regulations. Any provision of

this Plan which is inconsistent with Section 423 or any successor provision of the Code shall, without further act or amendment by the Company or the Board, be reformed to comply with the requirements of Section 423. This Section 19 shall take precedence over all other provisions in this Plan.

20. NOTICES. All notices or other communications by a participant to the Company under or in connection with this Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

21. TERM; STOCKHOLDER APPROVAL. This Plan shall become effective on the date that it is adopted by the Board. This Plan shall be approved by the stockholders of the Company, in any manner permitted by applicable corporate law, within twelve (12) months before or after the date this Plan is adopted by the Board. No purchase of shares pursuant to this Plan shall occur prior to such stockholder approval. This Plan shall continue until the earlier to occur of (a) termination of this Plan by the Board (which termination may be effected by the Board at any time), (b) issuance of all of the shares of Common Stock reserved for issuance under this Plan, or (c) ten (10) years from the adoption of this Plan by the Board.

22. DESIGNATION OF BENEFICIARY.

(a) A participant may file a written designation of a beneficiary who is to receive any shares and cash, if any, from the participant's account under this Plan in the event of such participant's death subsequent to the end of an Offering Period but prior to delivery to him of such shares and cash. In addition, a participant may file a written designation of a beneficiary who is to receive any cash from the participant's account under this Plan in the event of such participant's death prior to a Purchase Date.

(b) Such designation of beneficiary may be changed by the participant at any time by written notice. In the event of the death of a participant and in the absence of a beneficiary validly designated under this Plan who is living at the time of such participant's death, the Company shall deliver such shares or cash to the executor or administrator of the estate of the participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such shares or cash to the spouse or to any one or more dependents or relatives of the participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

23. CONDITIONS UPON ISSUANCE OF SHARES; LIMITATION ON SALE OF SHARES. Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, and the requirements of any stock exchange or automated quotation system upon which the shares may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

24. APPLICABLE LAW. The Plan shall be governed by the substantive laws (excluding the conflict of laws rules) of the State of California.

25. AMENDMENT OR TERMINATION OF THIS PLAN. The Board may at any time amend, terminate or extend the term of this Plan, except that any such termination cannot affect options previously granted under this Plan, nor may any amendment make any change in an option previously granted which would adversely affect the right of any participant, nor may any amendment be made without approval of the stockholders of the Company obtained in accordance with Section 21 hereof within twelve (12) months of the adoption of such amendment (or earlier if required by Section 21) if such amendment would:

(a) increase the number of shares that may be issued under this Plan;

(b) change the designation of the employees (or class of employees) eligible for participation in this Plan; or

(c) constitute an amendment for which stockholder approval is required by any stock exchange or automated quotation system upon which the shares may then be listed.

EXHIBIT 10.02

January 21, 2000

Stephen M. Bennett
[Address]
[Address]

Employment Agreement

Dear Steve:

On behalf of the Board of Directors of Intuit Inc. ("Intuit"), I am pleased to offer you the position of President and Chief Executive Officer of Intuit on the terms set forth below.

1. Position. You will be employed by Intuit as its President and Chief Executive Officer effective commencing upon the date of your resignation from your current employer (the "Commencement Date") and continuing thereafter until termination pursuant to Section 6. You will have overall responsibility for the management of Intuit and will report directly to its Board of Directors. During your term, you will also be appointed to the Board of Directors. You will be expected to devote your full working time and attention to the business of Intuit, and you will not render services to any other business without the prior approval of the Board of Directors or, directly or indirectly, engage or participate in any business that is competitive in any manner with the business of Intuit. You will also be expected to comply with and be bound by the Company's operating policies, procedures and practices that are from time to time in effect during the term of your employment.

2. Base Salary. Your initial base annual salary will be $750,000, payable in accordance with Intuit's normal payroll practices with such payroll deductions and withholdings as are required by law. Your base salary will be reviewed on an annual basis by the Compensation Committee of the Board of Directors and increased from time to time, in the discretion of the Compensation Committee, but in any event such compensation shall not be reduced below $750,000 during your term of employment.

3. Bonus. (a) You will be eligible to receive a target bonus of 150% of your then current annual base salary in accordance with Intuit's Incentive Compensation Plan. Achieving results less than target may yield between 80% and 100% of your target bonus. Achieving results greater than target may yield between 100% and 150% of your target bonus. For Intuit's 2000 fiscal year you will receive a prorated target bonus.

(b) You will receive a signing bonus of $1,000,000 (the "Sign-On Bonus") within thirty days following the Commencement Date to compensate you for any forfeiture of your 1999 General Electric annual bonus. You will be required to repay to Intuit a portion of the Sign-On Bonus to the extent that you do not forfeit your General Electric bonus. In the event of your Voluntary Termination or Termination for Cause (both as defined in Section 6 below) within one year of the Commencement Date you shall be required to repay to Intuit the full amount of the Sign-On Bonus.

4. Stock Options and Restricted Stock.

(a) On the Commencement Date, the Compensation Committee of the Board of Directors shall grant you nonqualified stock options to purchase 800,000 shares of Intuit common stock at an exercise price equal to such common stock closing price on the Commencement Date. These options will vest and become exercisable over a five year period, with 160,000 shares vesting and becoming exercisable on your Commencement Date and the remaining 640,000 shares vesting and becoming exercisable in 48 equal monthly installments following the first anniversary of the Commencement Date (each a "Succeeding Vesting Date"). Except as otherwise indicated in this agreement, the vested portion of such options may be exercised at any time until the earlier of 90 days after the termination of your employment or ten years after the grant of such options. You should consult a tax advisor concerning your income tax consequences before exercising any of the options. Notwithstanding any other provision of this Section 4(a) to the contrary, upon "Involuntary Termination," "Termination without Cause," or "Termination for Death or Disability," a portion of the unvested options and shares of restricted stock (as described in Section 4(b) below) shall immediately vest as provided in Section 8 below. Intuit shall register the shares issuable under the option and the shares of restricted stock (as described in Section 4(b) below) on a Form S-8 registration statement and shall keep such registration statement in effect for the entire period the options and shares remain outstanding.

(b) You will be granted 150,000 shares of restricted common stock on your first date of employment for a purchase price equal to the par value of the Intuit common stock of $0.01 per share. These shares of restricted stock will vest over a five year period, with 30,000 shares vesting on the first anniversary of the Commencement Date and the remaining 120,000 shares vesting in four equal installments on the second, third, fourth and fifth anniversaries of the Commencement Date. These shares of restricted stock will not be transferable by you until they are vested. Unvested shares will be subject to repurchase by Intuit at $0.01 per share upon termination of your employment, except as otherwise provided in Section 8 below. Unless you elect to be taxed upon receipt of the restricted stock (by filing a special Section 83(b) election with the IRS within 30 days), you will be taxed (and subject to income tax withholding) on the value of the restricted stock as the shares vest. Again, you should consult a tax advisor concerning the tax consequences.

(c) You will be granted 75,000 shares of restricted common stock on your first date of employment for a purchase price equal to the par value of the Intuit common stock of $0.01 per share. These shares of restricted stock will vest over a ten year period, with 7,500 shares vesting on the first anniversary of the Commencement Date and the remaining 67,500 shares vesting in nine equal installments on the succeeding nine anniversaries of the Commencement Date. These shares of restricted stock will not be transferable by you until they are vested. Unvested shares will be subject to repurchase by Intuit at $0.01 per share upon termination of your employment, except as otherwise provided in Section 8 below. Unless you elect to be taxed upon receipt of the restricted stock (by filing a special Section 83(b) election with the IRS within 30 days), you will be taxed (and subject to income tax withholding) on the value of the restricted stock as the shares vest. Again, you should consult a tax advisor concerning the tax consequences.

5. Other Benefits. You will be entitled to the following additional benefits:

(a) You will be eligible for the normal vacation, health insurance, 401(k), employee stock purchase plan and other benefits offered to all Intuit senior executives of similar rank and status.

(b) You will be eligible for reimbursement for expenses incurred in connection with your relocation to California, including any brokerage commissions and closing costs associated with the sale of your principal Connecticut residence and the purchase of your principal California residence.

(c) Intuit will provide you with a recourse loan in an amount not to exceed $6,000,000 at the minimum interest rate required to avoid imputed income under the provisions of the Internal Revenue Code of 1986, as amended (the "Code"'), repayable to Intuit two years from the date of your termination of employment for reasons other than a Voluntary Termination or a Termination for Cause or within 90 days following your Termination for Cause or your Voluntary Termination or at the end of the 10 year term.

(d) If within one year following your termination of employment pursuant to Sections 6 (a) and 6 (d) you sell your principal California residence (purchased pursuant to Section 5 (b) above) Intuit will split with you any loss on the sale of such residence on a fifty/fifty basis.

6. Employment and Termination. Your employment with Intuit will be at-will and may be terminated by you or by Intuit at any time for any reason as follows:

(a) You may terminate your employment upon written notice to the Board of Directors at any time for "Good Reason," as defined below (an "Involuntary Termination");

(b) You may terminate your employment upon written notice to the Board of Directors at any time in your discretion without Good Reason ("Voluntary Termination");

(c) Intuit may terminate your employment upon written notice to you at any time following a determination by two-thirds (2/3) vote of the entire Board of Directors that there is "Cause," as defined below, for such termination ("Termination for Cause");

(d) Intuit may terminate your employment upon written notice to you at any time in the sole discretion of two-thirds (2/3) of the entire Board of Directors without a determination that there is Cause for such termination ("Termination without Cause");

(e) Your employment will automatically terminate upon your death or upon your disability as determined by the Board of Directors ("Termination for Death or Disability"); provided that "disability" shall mean your complete inability to perform your job responsibilities for a period of 180 consecutive days or 180 days in the aggregate in any 12-month period.

7. Definitions. As used in this agreement, the following terms have the following meanings:

(a) "Good Reason" means (i) a material reduction in your duties that is inconsistent with your position as President and Chief Executive Officer of Intuit or a change in your reporting relationship such that you no longer report directly to the Board of Directors; (ii) your no longer being President and Chief Executive Officer of Intuit or, in the case of a Change in Control, of the surviving entity or acquiror that results from any Change in Control; (iii) any reduction in your base annual salary or target quarterly or annual bonus (other than in connection with a general decrease in the salary or target bonuses for all officers of Intuit without your consent or material breach by Intuit of any of its obligations hereunder after providing Intuit with written notice and an opportunity to cure within seven days; (iv) a requirement by Intuit that you relocate your principal office to a facility more than 50 miles from Intuit's current headquarters; or (v) failure of any successor to assume this agreement pursuant to Section 13(d) below.

(b) "Cause" means (i) gross negligence or willful misconduct in the performance of your duties to Intuit (other than as a result of a disability) that has resulted or is likely to result in substantial and material damage to Intuit, after a demand for substantial performance is delivered to you by the Board of Directors which specifically identifies the manner in which the Board believes you have not substantially performed your duties and you have been provided with a reasonable opportunity to cure any alleged gross negligence or willful misconduct; (ii) commission of any act of fraud with respect to Intuit; or (iii) conviction of a felony or a crime involving moral turpitude causing material harm to the business and affairs of Intuit. No act or failure to act by you shall be considered "willful" if done or omitted by you in good faith with reasonable belief that your action or omission was in the best interests of Intuit.

(c) "Change in Control" means (i) any person or entity becoming the beneficial owner, directly or indirectly, of securities of Intuit representing fifty (50%) percent of the total voting power of all its then outstanding voting securities, (ii) a merger or consolidation of Intuit in which its voting securities immediately prior to the merger or consolidation do not represent, or are not converted into securities that represent, a majority of the voting power of all voting securities of the surviving entity immediately after the merger or consolidation, (iii) a sale of substantially all of the assets of Intuit or a liquidation or dissolution of Intuit, or (iv) individuals who, as of the Commencement Date, constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of such Board; provided that any individual who becomes a director of Intuit subsequent to the Commencement Date, whose election, or nomination for election by Intuit stockholders, was approved by the vote of at least a majority of the directors then in office shall be deemed a member of the Incumbent Board.

8. Separation Benefits. Upon termination of your employment with Intuit for any reason, you will receive payment for all unpaid salary and vacation accrued to the date of your termination of employment; and your benefits will be continued under Intuit's then existing benefit plans and policies for so long as provided under the terms of such plans and policies and as required by applicable law. Under certain circumstances, you will also be entitled to receive severance benefits as set forth below, but you will not be entitled to any other compensation, award or damages with respect to your employment or termination.

(a) In the event of your Voluntary Termination or Termination for Cause, you will not be entitled to any cash severance benefits or additional vesting of shares of restricted stock or options.

(b) In the event of your Involuntary Termination or Termination without Cause, you will be entitled to (i) a single lump sum severance payment equal to six months of your current annual base salary (less applicable deductions and withholdings) payable within 30 days after the effective date of your termination; (ii) accelerated vesting of all of your unvested shares of restricted stock; and (iii) accelerated vesting and exercisability of that portion of your outstanding options to purchase Intuit common stock that would have vested on the next twelve Succeeding Vesting Dates.

Notwithstanding the foregoing, if your Involuntary Termination or Termination without Cause occurs within two months before or twelve months following a Change in Control, you will be entitled to (i) a single lump sum payment equal to twelve months of your current annual base salary (less applicable deductions and withholding) payable within 30 days following your termination; (ii) your full target bonus for the year of termination without regard to satisfaction of any target performance objectives; (iii) accelerated vesting of all unvested shares of restricted stock; and (iv) accelerated vesting and exercisability of that portion of your outstanding options to purchase

Intuit common stock (or securities of the surviving entity that are issuable upon exercise of such options following the Change in Control) would have vested on the next twenty-four Succeeding Vesting Dates.

(c) In the event of your Termination for Death or Disability, the vesting of your unvested shares of restricted stock shall be accelerated and the vesting and exercisability of your outstanding options to purchase Intuit common stock shall be immediately accelerated by that portion of the options that would have vested on the next twelve Succeeding Vesting Dates; and you or your estate will have until one year after the effective date of your death or disability to exercise any options that were vested as of the effective date of your termination, including those that were accelerated as of the effective date of your death or disability.

(d) If your severance and other benefits provided for in this Section 8 constitute "parachute payments" within the meaning of Section 280G of the Code and, but for this subsection, would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code, then your severance and other benefits under this Section 8 will be payable, at your election, either in full or in such lesser amount as would result, after taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, in your receipt on an after-tax basis of the greatest amount of severance and other benefits.

(e) No payments due you hereunder shall be subject to mitigation or offset.

9. Indemnification Agreement. Upon your commencement of employment with Intuit, Intuit will enter into its standard form of indemnification agreement for officers and directors, a copy of which is attached to this letter as Exhibit C, to indemnify you against certain liabilities you may incur as an officer or director of Intuit.

10. Confidential Information and Invention Assignment Agreement. Upon your commencement of employment with Intuit, you will be required to sign its standard form of Employee Agreement, a copy of which is attached to this letter as Exhibit D, to protect Intuit's confidential information and intellectual property.

11. Nonsolicitation. During the term of your employment with Intuit and for one year thereafter, you will not, on behalf of yourself or any third party, solicit or attempt to induce any employee of Intuit to terminate his or her employment with Intuit.

12. Arbitration. The parties agree that any dispute regarding the interpretation or enforcement of this agreement shall be decided by confidential, final and binding arbitration conducted by Judicial Arbitration and Mediation Services ("JAMS") under the then existing JAMS rules rather than by litigation in court, trial by jury, administrative proceeding or in any other forum.

13. Miscellaneous.

(a) Authority to Enter into Agreement. Intuit represents that its Chairman of the Board has due authority to execute and deliver this agreement on behalf of Intuit.

(b) Absence of Conflicts. You represent that upon the Commencement Date your performance of your duties under this agreement will not breach any other agreement as to which you are a party.

(c) Attorneys Fees. If a legal action or other proceeding is brought for enforcement of this agreement because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred, both before and after judgment, in addition to any other relief to which they may be entitled.

(d) Successors. This agreement is binding on and may be enforced by Intuit and its successors and assigns and is binding on and may be enforced by you and your heirs and legal representatives. Any successor to Intuit or substantially all of its business (whether by purchase, merger, consolidation or otherwise) will in advance assume in writing and be bound by all of Intuit's obligations under this agreement.

(e) Notices. Notices under this agreement must be in writing and will be deemed to have been given when personally delivered or two days after mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. Mailed notices to you will be addressed to you at the home address which you have most recently communicated to Intuit in writing. Notices to Intuit will be addressed to its General Counsel at Intuit's corporate headquarters.

(f) Waiver. No provision of this agreement will be modified or waived except in writing signed by you and an officer of Intuit duly authorized by its Board of Directors. No waiver by either party of any breach of this agreement by the other party will be considered a waiver of any other breach of this agreement.

(g) Entire Agreement. This agreement, including the attached exhibits, represents the entire agreement between us concerning the subject matter of your employment by Intuit.

(h) Governing Law. This agreement will be governed by the laws of the State of California without reference to conflict of laws provisions.

Steve, we are very pleased to extend this offer of employment to you and look forward to your joining Intuit as its President and Chief Executive Officer. Please indicate your acceptance of the terms of this agreement by signing in the place indicated below.

Very truly yours,	Accepted January 24, 2000:
/s/ WILLIAM V. CAMPBELL	/s/ STEPHEN M. BENNETT
___________________________________	___________________________________
William V. Campbell Chairman of the Board of Directors Intuit Inc.	

EXHIBIT 10.03

INTUIT INC.

FORM OF RESTRICTED STOCK PURCHASE AGREEMENT

This Restricted Stock Purchase Agreement (this "AGREEMENT") is made and entered into as of January 24, 2000 (the "EFFECTIVE DATE") by and between Intuit Inc., a Delaware corporation (the "COMPANY"), and the Purchaser named below (the "PURCHASER").

PURCHASER:	STEPHEN M. BENNETT
SOCIAL SECURITY NUMBER:	
ADDRESS:	
TOTAL NUMBER OF SHARES:	150,000
PURCHASE PRICE PER SHARE:	$0.01
TOTAL PURCHASE PRICE:	$1,500.00

1. PURCHASE OF SHARES.

1.1 Purchase of Shares. On the Effective Date and subject to the terms and conditions of this Agreement and the Employment Agreement between Purchaser and the Company, attached hereto as Exhibit 1 (the "EMPLOYMENT AGREEMENT"), Purchaser hereby purchases from the Company, and the Company hereby sells to Purchaser, the Total Number of Shares set forth above (the "SHARES") of its Common Stock at the Purchase Price Per Share set forth above (the "PURCHASE PRICE PER SHARE") for a Total Purchase Price set forth above (the "PURCHASE PRICE"). As used in this Agreement, the term "SHARES" includes the Shares purchased under this Agreement and all securities received (i) in replacement of the Shares, (ii) as a result of stock dividends or stock splits with respect to the Shares, and (iii) in replacement of the Shares in a merger, recapitalization, reorganization or similar corporate transaction.

1.2 Title to Shares. Purchaser desires to take title to the Shares as follows: (i) [X] individual, as separate property; (ii) [ ] husband and wife, as community property - spell wife's name exactly as it should be set forth on the certificate(s): ____________________; or (iii) [ ] husband and wife as joint tenants - spell wife's name exactly as it should be set forth on the certificate(s):_____________________.

2. DELIVERY. Purchaser hereby delivers to the Company (i) three signed copies of this Agreement; (ii) five signed copies of the Stock Power and Assignment Separate from Stock Certificate in the form of Exhibit 2 ("STOCK POWERS") attached hereto; and (iii) payment of the Purchase Price in cash (by check) in the amount of $1,500.00, receipt of which is acknowledged by the Company. The Company will issue duly executed stock certificates evidencing the Shares in Purchaser's name and the name of his spouse, as Participant's elects above in Section 1.2. The certificates shall be placed in escrow as provided in Section 6 below until termination of the Company's Repurchase Option described in Section 5 below.

3. RESTRICTION ON TRANSFER. Unvested Shares (as defined in Section 5 below) are not transferable. Purchaser shall not assign, grant a lien or security interest in, pledge, hypothecate, encumber or otherwise dispose of any Unvested Shares.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants to the Company that:

4.1 Purchase for Own Account for Investment. Purchaser is purchasing the Shares for Purchaser's own account for investment purposes only and not with a view to, or for sale in connection with, a distribution of the Shares within the meaning of the Securities Act of 1933, as amended. Purchaser has no present intention of selling or otherwise disposing of all or any portion of the Shares and no one other than Purchaser (and his spouse as designated in Section 1.2) has any beneficial ownership of any of the Shares.

4.2 Access to Information. Purchaser has had access to all information regarding the Company and its present and prospective business, assets, liabilities and financial condition that Purchaser reasonably considers important in making the decision to purchase the Shares, and Purchaser has had ample opportunity to ask questions of the Company's representatives concerning such matters and this investment.

4.3 Understanding of Risks. Purchaser is fully aware of: (i) the volatility of the market price of the Company's Common Stock; (ii) the lack of liquidity of the Shares and the restrictions on transferability of the Shares (e.g., that Purchaser may not be able to sell or dispose of the Shares or use them as collateral for loans); and (iii) the tax consequences of investment in the Shares. Purchaser is capable of evaluating the merits and risks of this investment, has the ability to protect Purchaser's own interests in this transaction and is financially capable of bearing a total loss of this investment.

4.4 No General Solicitation. At no time was Purchaser presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the offer, sale and purchase of the Shares.

5. COMPANY'S REPURCHASE OPTION FOR UNVESTED SHARES. The Company, or its assignee, shall have the option to repurchase all or a portion of the Purchaser's Unvested Shares (as defined in Section 5.1 below) on the terms and conditions set forth in this Section 5 (the "REPURCHASE OPTION") if Purchaser's employment with the Company is terminated for any reason, or no reason, including without limitation Purchaser's death, disability, voluntary or involuntary resignation or termination by the Company with or without cause.

5.1 Unvested and Vested Shares. Shares that are vested pursuant to the schedule set forth in Section 5.2 below are "VESTED SHARES." Shares that are not vested pursuant

to the schedule set forth in Section 5.2 are "UNVESTED SHARES." The number of Shares that are Vested Shares or Unvested Shares will be proportionally adjusted for any stock split or similar change in the capital structure of the Company.

5.2 Vesting Schedule. The Shares will vest over a ten-year period. On the Effective Date all of the Shares will be Unvested Shares. Provided Purchaser remains continuously employed with the Company, 30,000 Shares will vest on January 24, 2001, the first anniversary of Purchaser's employment, and the remaining 120,000 Shares shall vest over each of the next four years as to 30,000 Shares on each subsequent anniversary of Purchaser's employment. Provided Purchaser remains continuously employed with the Company he shall be fully vested in all Shares on January 24, 2005. In the event Purchaser's employment with the Company is terminated due to "INVOLUNTARY TERMINATION," "TERMINATION WITHOUT CAUSE" or "TERMINATION FOR DEATH OR DISABILITY," each as defined in the Employment Agreement, the vesting of the Shares will accelerate as set forth in Section 5.3 below. In the event Purchaser's employment with the Company is terminated due to "VOLUNTARY TERMINATION" or "TERMINATION FOR CAUSE," the Shares will cease vesting on the date Purchaser's employment with the Company terminates, and the Company or its assignee(s) will have a Repurchase Option as to all Unvested Shares on such date. Hereinafter, the date on which Purchaser's employment with the Company ends shall be referred to as the "TERMINATION DATE."

5.3 Acceleration of Vesting. If Purchaser suffers an Involuntary Termination or Termination Without Cause, or in the event of Purchaser's Termination for Death or Disability, all Unvested Shares shall vest in full on the Termination Date and the Company shall not retain a Repurchase Option as to any of the Shares.

5.4 Exercise of Repurchase Option. At any time within one year after the Termination Date, the Company or its assignee(s) may elect to repurchase any or all of the Purchaser's Unvested Shares by giving Purchaser written notice of its exercise of the Repurchase Option. Any Unvested Shares as to which the Repurchase Option is not exercised within the one-year period following the Termination Date shall immediately become Vested Shares.

5.5 Calculation of Repurchase Price. The Company or its assignee(s) shall have the option to repurchase from Purchaser any or all of the Unvested Shares at $0.01 per Share (as adjusted to reflect any stock split or similar change in the capital structure of the Company). The Company will pay the repurchase price to Purchaser within 30 days after providing its notice of election to exercise the Repurchase Option pursuant to Section 5.4 above.

6. ESCROW. Purchaser agrees to deliver the stock certificates evidencing the Shares together with the Stock Powers executed by Purchaser to the Secretary of the Company or other designee of the Company (the "ESCROW HOLDER"). The Escrow Holder is hereby appointed to hold such certificates and Stock Powers in escrow and to take all such actions and to effectuate all such transfers and/or

releases of such Shares as are in accordance with the terms of this Agreement. Escrow Holder will act solely for the Company as its agent and not as a fiduciary. Purchaser and the Company agree that Escrow Holder will not be liable to any party to this Agreement (or to any other party) for any actions or omissions unless Escrow Holder is grossly negligent or intentionally fraudulent in carrying out the duties of Escrow Holder under this

Agreement. Escrow Holder may rely upon any letter, notice or other document executed by any signature purported to be genuine and may rely upon the advice of counsel and obey any order of any court with respect to the transactions contemplated by this Agreement. Upon request from Purchaser, Vested Shares will be released from escrow upon termination of the Repurchase Option with respect to such Shares described in Section 5 above.

7. RIGHTS AS A STOCKHOLDER. Subject to the terms and conditions of this Agreement, Purchaser will have all of the rights of a stockholder of the Company with respect to the Shares from and after the Effective Date until such time as Purchaser disposes of the Shares or the Company and/or its assignee(s) exercise(s) the Repurchase Option. Upon an exercise of the Repurchase Option, Purchaser will have no further rights as a holder of the Shares that are purchased upon such exercise, other than the right to receive payment for the Shares so purchased in accordance with the provisions of this Agreement, and Purchaser will promptly surrender the stock certificate(s) evidencing the Shares so purchased that are not held by the Escrow Agent to the Company for transfer or cancellation.

8. RESTRICTIVE LEGENDS AND STOP-TRANSFER INSTRUCTIONS.

8.1 Legends. Purchaser understands and agrees that the Company may place the legends set forth below or similar legends on any stock certificate(s) evidencing the Shares, together with any legends that may be required by state or federal securities laws and the Company's Certificate of Incorporation or Bylaws:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A REPURCHASE OPTION HELD BY THE ISSUER AND/OR ITS ASSIGNEE(S) AS SET FORTH IN A RESTRICTED STOCK PURCHASE AGREEMENT DATED AS OF JANUARY 24, 2000 BETWEEN THE ISSUER AND STEPHEN M. BENNETT (THE "AGREEMENT"). THE SECURITIES MAY NOT BE TRANSFERRED EXCEPT AS PERMITTED UNDER THE AGREEMENT. A COPY OF THE AGREEMENT MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER.

Until the Shares are registered under the Securities Act, as provided in Section 4(a) of the Employment Agreement, the Company may place the following additional legend or a legend similar thereto on the certificate(s) evidencing the Shares:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

8.2 Stop-Transfer Instructions. Purchaser agrees that, to ensure compliance with the restrictions imposed by this Agreement, the Company may issue appropriate "stop-transfer" instructions to its transfer agent. The Company will not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as the owner of such Shares, or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares have been transferred in violation of any of the provisions of this Agreement.

9. TAX CONSEQUENCES. PURCHASER UNDERSTANDS THAT PURCHASER MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASER'S PURCHASE OR DISPOSITION OF THE SHARES. PURCHASER REPRESENTS (i) THAT PURCHASER HAS CONSULTED WITH ANY TAX ADVISER THAT PURCHASER DEEMS ADVISABLE IN CONNECTION WITH THE PURCHASE OR DISPOSITION OF THE SHARES AND (ii) THAT PURCHASER IS NOT RELYING ON THE COMPANY FOR ANY TAX ADVICE. Purchaser hereby acknowledges that Purchaser has been informed that, unless an election is filed by the Purchaser with the Internal Revenue Service (and, if necessary, the proper state taxing authorities) within 30 days of the purchase of the Shares, electing pursuant to Section 83(b) of the Internal Revenue Code (and similar state tax provisions, if applicable) to be taxed currently on any difference between the Purchase Price of the Shares and

their fair market value on the date of purchase, there will be a recognition of taxable income to the Purchaser, measured by the excess, if any, of the fair market value of the Vested Shares, at the time they cease to be Unvested Shares, over the Purchase Price for such Shares. Purchaser represents that Purchaser has consulted any tax advisers Purchaser deems advisable in connection with Purchaser's purchase of the Shares and the filing of the election under Section 83(b) and similar tax provisions. A form of Election under Section 83(b) is attached hereto as Exhibit 3 for reference. PURCHASER HEREBY ASSUMES ALL RESPONSIBILITY FOR FILING AN ELECTION UNDER SECTION 83(b) OF THE INTERNAL REVENUE CODE AND PAYING ANY TAXES RESULTING FROM SUCH ELECTION OR FROM FAILURE TO FILE SUCH ELECTION AND PAYING TAXES RESULTING FROM THE LAPSE OF THE REPURCHASE RESTRICTIONS ON THE UNVESTED SHARES.

10. COMPLIANCE WITH LAWS AND REGULATIONS. The issuance and transfer of the Shares will be subject to and conditioned upon compliance by the Company and Purchaser with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer.

11. SUCCESSORS AND ASSIGNS. The Company may assign any of its rights under this Agreement, including its rights to repurchase Shares under the Repurchase Option. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement will be binding upon Purchaser and Purchaser's heirs, executors, administrators, legal representatives, successors and assigns.

12. GOVERNING LAW; SEVERABILITY. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California as such laws are applied to agreements between California residents entered into and to be performed entirely within California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will

be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

13. NOTICES. Any notice required to be given or delivered to the Company shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Purchaser shall be in writing and addressed to Purchaser at the address indicated above or to such other address as Purchaser may designate in writing from time to time to the Company. All notices shall be deemed effectively given (i) upon personal delivery, (ii) three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested), (iii) one (1) business day after its deposit with any return receipt express courier (prepaid), or (iv) one (1) business day after transmission by facsimile.

14. FURTHER INSTRUMENTS. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

15. HEADINGS. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

16. ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to the specific subject matter hereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in triplicate by its duly authorized representative and Purchaser has executed this Agreement in triplicate as of the Effective Date.

INTUIT INC.	PURCHASER
By: /s/ GREG J. SANTORA	/s/ STEPHEN M. BENNETT
-------------------------------	-----------------------------------
	Stephen M. Bennett

Greg J. Santora
- - ----------------------------------
(Please print name)

Chief Financial Officer
- - ----------------------------------

(Please print title)

INTUIT INC.

FORM OF RESTRICTED STOCK PURCHASE AGREEMENT

This Restricted Stock Purchase Agreement (this "AGREEMENT") is made and entered into as of January 24, 2000 (the "EFFECTIVE DATE") by and between Intuit Inc., a Delaware corporation (the "COMPANY"), and the Purchaser named below (the "PURCHASER").

PURCHASER:	STEPHEN M. BENNETT
SOCIAL SECURITY NUMBER:	
ADDRESS:	
TOTAL NUMBER OF SHARES:	75,000
PURCHASE PRICE PER SHARE:	$0.01
TOTAL PURCHASE PRICE:	$750.00

1. PURCHASE OF SHARES.

1.1 Purchase of Shares. On the Effective Date and subject to the terms and conditions of this Agreement and the Employment Agreement between Purchaser and the Company, attached hereto as Exhibit 1 (the "EMPLOYMENT AGREEMENT"), Purchaser hereby purchases from the Company, and the Company hereby sells to Purchaser, the Total Number of Shares set forth above (the "SHARES") of its Common Stock at the Purchase Price Per Share set forth above (the "PURCHASE PRICE PER SHARE") for a Total Purchase Price set forth above (the "PURCHASE PRICE"). As used in this Agreement, the term "SHARES" includes the Shares purchased under this Agreement and all securities received (i) in replacement of the Shares, (ii) as a result of stock dividends or stock splits with respect to the Shares, and (iii) in replacement of the Shares in a merger, recapitalization, reorganization or similar corporate transaction.

1.2 Title to Shares. Purchaser desires to take title to the Shares as follows: (i) [X] individual, as separate property; (ii) [ ] husband and wife, as community property - spell wife's name exactly as it should be set forth on the certificate(s): ____________________; or (iii) [ ] husband and wife as joint tenants - spell wife's name exactly as it should be set forth on the certificate(s):_____________________.

2. DELIVERY. Purchaser hereby delivers to the Company (i) three signed copies of this Agreement; (ii) ten signed copies of the Stock Power and Assignment Separate from Stock Certificate in the form of Exhibit 2 ("STOCK POWERS") attached hereto; and (iii) payment of the Purchase Price in cash (by check) in the amount of $750.00, receipt of which is acknowledged by

the Company. The Company will issue duly executed stock certificates evidencing the Shares in Purchaser's name and the name of his spouse, as Participant's elects above in Section 1.2. The certificates shall be placed in escrow as provided in Section 6 below until termination of the Company's Repurchase Option described in Section 5 below.

3. RESTRICTION ON TRANSFER. Unvested Shares (as defined in Section 5 below) are not transferable. Purchaser shall not assign, grant a lien or security interest in, pledge, hypothecate, encumber or otherwise dispose of any Unvested Shares.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants to the Company that:

4.1 Purchase for Own Account for Investment. Purchaser is purchasing the Shares for Purchaser's own account for investment purposes only and not with a view to, or for sale in connection with, a distribution of the Shares within the meaning of the Securities Act of 1933, as amended. Purchaser has no present intention of selling or otherwise disposing of all or any portion of the Shares and no one other than Purchaser (and his spouse as designated in

Section 1.2) has any beneficial ownership of any of the Shares.

4.2 Access to Information. Purchaser has had access to all information regarding the Company and its present and prospective business, assets, liabilities and financial condition that Purchaser reasonably considers important in making the decision to purchase the Shares, and Purchaser has had ample opportunity to ask questions of the Company's representatives concerning such matters and this investment.

4.3 Understanding of Risks. Purchaser is fully aware of: (i) the volatility of the market price of the Company's Common Stock; (ii) the lack of liquidity of the Shares and the restrictions on transferability of the Shares (e.g., that Purchaser may not be able to sell or dispose of the Shares or use them as collateral for loans); and (iii) the tax consequences of investment in the Shares. Purchaser is capable of evaluating the merits and risks of this investment, has the ability to protect Purchaser's own interests in this transaction and is financially capable of bearing a total loss of this investment.

4.4 No General Solicitation. At no time was Purchaser presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the offer, sale and purchase of the Shares.

5. COMPANY'S REPURCHASE OPTION FOR UNVESTED SHARES. The Company, or its assignee, shall have the option to repurchase all or a portion of the Purchaser's Unvested Shares (as defined in Section 5.1 below) on the terms and conditions set forth in this Section 5 (the "REPURCHASE OPTION") if Purchaser's employment with the Company is terminated for any reason, or no reason, including without limitation Purchaser's death, disability, voluntary or involuntary resignation or termination by the Company with or without cause.

5.1 Unvested and Vested Shares. Shares that are vested pursuant to the schedule set forth in Section 5.2 below are "VESTED SHARES." Shares that are not vested pursuant

to the schedule set forth in Section 5.2 are "UNVESTED SHARES." The number of Shares that are Vested Shares or Unvested Shares will be proportionally adjusted for any stock split or similar change in the capital structure of the Company.

5.2 Vesting Schedule. The Shares will vest over a ten-year period. On the Effective Date all of the Shares will be Unvested Shares. Provided Purchaser remains continuously employed with the Company, 7,500 Shares will vest on January 24, 2001, the first anniversary of Purchaser's employment, and the remaining 67,500 Shares shall vest over each of the next nine years as to 7,500 Shares on each subsequent anniversary of Purchaser's employment. Provided Purchaser remains continuously employed with the Company he shall be fully vested in all Shares on January 24, 2010. In the event Purchaser's employment with the Company is terminated due to "INVOLUNTARY TERMINATION," "TERMINATION WITHOUT CAUSE" or "TERMINATION FOR DEATH OR DISABILITY," each as defined in the Employment Agreement, the vesting of the Shares will accelerate as set forth in Section 5.3 below. In the event Purchaser's employment with the Company is terminated due to "VOLUNTARY TERMINATION" or "TERMINATION FOR CAUSE," the Shares will cease vesting on the date Purchaser's employment with the Company terminates, and the Company or its assignee(s) will have a Repurchase Option as to all Unvested Shares on such date. Hereinafter, the date on which Purchaser's employment with the Company ends shall be referred to as the "TERMINATION DATE."

5.3 Acceleration of Vesting. If Purchaser suffers an Involuntary Termination or Termination Without Cause, or in the event of Purchaser's Termination for Death or Disability, all Unvested Shares shall vest in full on the Termination Date and the Company shall not retain a Repurchase Option as to any of the Shares.

5.4 Exercise of Repurchase Option. At any time within one year after the Termination Date, the Company or its assignee(s) may elect to repurchase any or all of the Purchaser's Unvested Shares by giving Purchaser written notice of its exercise of the Repurchase Option. Any Unvested Shares as to which the Repurchase Option is not exercised within the one-year period following the Termination Date shall immediately become Vested Shares.

5.5 Calculation of Repurchase Price. The Company or its assignee(s) shall have the option to repurchase from Purchaser any or all of the Unvested Shares at $0.01 per Share (as adjusted to reflect any stock split or similar change in the capital structure of the Company). The Company will pay the repurchase price to Purchaser within 30 days after providing its notice of election to exercise the Repurchase Option pursuant to Section 5.4 above.

6. ESCROW. Purchaser agrees to deliver the stock certificates evidencing the Shares together with the Stock Powers executed by Purchaser to the Secretary of the Company or other designee of the Company (the "ESCROW HOLDER"). The Escrow Holder is hereby appointed to hold such certificates and Stock Powers in escrow and to take all such actions and to effectuate all such transfers and/or

releases of such Shares as are in accordance with the terms of this Agreement. Escrow Holder will act solely for the Company as its agent and not as a fiduciary. Purchaser and the Company agree that Escrow Holder will not be liable to any party to this Agreement (or to any other party) for any actions or omissions unless Escrow Holder is grossly negligent or intentionally fraudulent in carrying out the duties of Escrow Holder under this

Agreement. Escrow Holder may rely upon any letter, notice or other document executed by any signature purported to be genuine and may rely upon the advice of counsel and obey any order of any court with respect to the transactions contemplated by this Agreement. Upon request from Purchaser, Vested Shares will be released from escrow upon termination of the Repurchase Option with respect to such Shares described in Section 5 above.

7. RIGHTS AS A STOCKHOLDER. Subject to the terms and conditions of this Agreement, Purchaser will have all of the rights of a stockholder of the Company with respect to the Shares from and after the Effective Date until such time as Purchaser disposes of the Shares or the Company and/or its assignee(s) exercise(s) the Repurchase Option. Upon an exercise of the Repurchase Option, Purchaser will have no further rights as a holder of the Shares that are purchased upon such exercise, other than the right to receive payment for the Shares so purchased in accordance with the provisions of this Agreement, and Purchaser will promptly surrender the stock certificate(s) evidencing the Shares so purchased that are not held by the Escrow Agent to the Company for transfer or cancellation.

8. RESTRICTIVE LEGENDS AND STOP-TRANSFER INSTRUCTIONS.

8.1 Legends. Purchaser understands and agrees that the Company may place the legends set forth below or similar legends on any stock certificate(s) evidencing the Shares, together with any legends that may be required by state or federal securities laws and the Company's Certificate of Incorporation or Bylaws:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A REPURCHASE OPTION HELD BY THE ISSUER AND/OR ITS ASSIGNEE(S) AS SET FORTH IN A RESTRICTED STOCK PURCHASE AGREEMENT DATED AS OF JANUARY 24, 2000 BETWEEN THE ISSUER AND STEPHEN M. BENNETT (THE "AGREEMENT"). THE SECURITIES MAY NOT BE TRANSFERRED EXCEPT AS PERMITTED UNDER THE AGREEMENT. A COPY OF THE AGREEMENT MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER.

Until the Shares are registered under the Securities Act, as provided in Section 4(a) of the Employment Agreement, the Company may place the following additional legend or a legend similar thereto on the certificate(s) evidencing the Shares:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

8.2 Stop-Transfer Instructions. Purchaser agrees that, to ensure compliance with the restrictions imposed by this Agreement, the Company may issue appropriate "stop-transfer" instructions to its transfer agent. The Company will not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as the owner of such Shares, or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares have been transferred in violation of any of the provisions of this Agreement.

9. TAX CONSEQUENCES. PURCHASER UNDERSTANDS THAT PURCHASER MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASER'S PURCHASE OR DISPOSITION OF THE SHARES. PURCHASER REPRESENTS (i) THAT PURCHASER HAS CONSULTED WITH ANY TAX ADVISER THAT PURCHASER DEEMS ADVISABLE IN CONNECTION WITH THE PURCHASE OR DISPOSITION OF THE SHARES AND (ii) THAT PURCHASER IS NOT RELYING ON THE COMPANY FOR ANY TAX ADVICE. Purchaser hereby acknowledges that Purchaser has been informed that, unless an election is filed by the Purchaser with the Internal Revenue Service (and, if necessary, the proper state taxing authorities) within 30 days of the purchase of the Shares, electing pursuant to Section 83(b) of the Internal Revenue Code (and similar state tax provisions, if applicable) to be taxed currently on any difference between the Purchase Price of the Shares and their fair market value on the date of purchase, there will be a recognition of taxable income to the Purchaser, measured by the excess, if any, of the fair

market value of the Vested Shares, at the time they cease to be Unvested Shares, over the Purchase Price for such Shares. Purchaser represents that Purchaser has consulted any tax advisers Purchaser deems advisable in connection with Purchaser's purchase of the Shares and the filing of the election under Section 83(b) and similar tax provisions. A form of Election under Section 83(b) is attached hereto as Exhibit 3 for reference. PURCHASER HEREBY ASSUMES ALL RESPONSIBILITY FOR FILING AN ELECTION UNDER SECTION 83(b) OF THE INTERNAL REVENUE CODE AND PAYING ANY TAXES RESULTING FROM SUCH ELECTION OR FROM FAILURE TO FILE SUCH ELECTION AND PAYING TAXES RESULTING FROM THE LAPSE OF THE REPURCHASE RESTRICTIONS ON THE UNVESTED SHARES.

10. COMPLIANCE WITH LAWS AND REGULATIONS. The issuance and transfer of the Shares will be subject to and conditioned upon compliance by the Company and Purchaser with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer.

11. SUCCESSORS AND ASSIGNS. The Company may assign any of its rights under this Agreement, including its rights to repurchase Shares under the Repurchase Option. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement will be binding upon Purchaser and Purchaser's heirs, executors, administrators, legal representatives, successors and assigns.

12. GOVERNING LAW; SEVERABILITY. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California as such laws are applied to agreements between California residents entered into and to be performed entirely within California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will

be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

13. NOTICES. Any notice required to be given or delivered to the Company shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Purchaser shall be in writing and addressed to Purchaser at the address indicated above or to such other address as Purchaser may designate in writing from time to time to the Company. All notices shall be deemed effectively given (i) upon personal delivery, (ii) three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested), (iii) one (1) business day after its deposit with any return receipt express courier (prepaid), or (iv) one (1) business day after transmission by facsimile.

14. FURTHER INSTRUMENTS. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

15. HEADINGS. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

16. ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to the specific subject matter hereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in triplicate by its duly authorized representative and Purchaser has executed this Agreement in triplicate as of the Effective Date.

INTUIT INC.	PURCHASER
By: /s/ GREG J. SANTORA	/s/ STEPHEN M. BENNETT
	Stephen M. Bennett

Greg J. Santora
(Please print name)

Chief Financial Officer

(Please print title)

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EXHIBIT 10.04

CONFIDENTIAL AGREEMENT
AND GENERAL RELEASE OF CLAIMS

THIS CONFIDENTIAL AGREEMENT AND GENERAL RELEASE OF CLAIMS (the "AGREEMENT") dated as of September 23, 1999 is between William H. Harris, Jr. ("EMPLOYEE") and Intuit, Inc. ("INTUIT"), a Delaware corporation. As used in this Agreement, Intuit refers to Intuit, Inc. and all parents, subsidiaries, divisions, predecessors, and successors of Intuit, Inc.

THE PARTIES AGREE AS FOLLOWS:

1. Termination as an Officer of the Company. Employee's employment as President and Chief Executive Officer of Intuit shall terminate effective as of September 23, 1999 (the "REASSIGNMENT DATE"). Employee shall be employed as Director of Strategic Internet Policy for the period from the Reassignment Date through July 1, 2001 (the "EMPLOYMENT PERIOD") to advise the Company and the Board on internet strategy and financial opportunities. During the Employment Period, Employee will make himself available at mutually convenient times as requested by the Company's Chief Executive Officer to provide this advice. Notwithstanding this employment, Employee shall be free to simultaneously engage in other activities chosen by Employee, including full-time employment with any other entities, during the Employment period. During the Employment Period Employee shall report to the Company's Chief Executive Officer. Employee shall continue to serve as a director on the Board of Directors of Intuit if elected by the stockholders of the Company following the Reassignment Date. Intuit agrees to nominate Employee for re-election to the Board of Directors at its 1999 and 2000 Annual Meetings.

2. Obligations of Intuit.

a. In exchange for the release of claims and other promises set forth in this Agreement, Intuit agrees to provide Employee with the following benefits:

(1) Employee shall receive his base salary and all other unpaid compensation and benefits accrued through the Reassignment Date (less applicable withholding).

(2) Intuit will pay Employee an amount equal to Employee's base salary (determined based on Employee's base salary at his Reassignment Date) in semi-monthly installments during the Employment Period. In addition, Intuit will pay Employee an amount equal to 1.5 times Employee's fiscal 1999 bonus in such semi-monthly installments during the Employment Period.

(3) Intuit will provide Employee with all existing employee benefit plan insurance coverage (other than any new grants of stock options and Section 401(k) plan eligibility) to the extent permitted by Intuit's employee benefit plans for the Employment Period at Intuit's expense. Thereafter, Employee will be eligible to purchase independently the identical healthcare insurance coverage programs as required by C.O.B.R.A. (Consolidated Omnibus Budget Reconciliation Act of 1985, as amended).

(4) With respect to any Intuit stock options held by Employee as of the Reassignment Date, such stock options shall continue to vest and remain exercisable until Intuit's 2000 Annual Meeting provided Employee serves as a director of Intuit and shall continue to vest and remain exercisable thereafter for any subsequent period that Employee remains a director and/or an employee of Intuit, and provided such vesting and exercisability has so continued, such options shall remain exercisable for a period of ninety (90) days thereafter, pursuant to the provisions of Employee's stock option grants under Intuit's stock option plans.

b. Employee understands and acknowledges that Employee will not be entitled to any benefits from Intuit other than those expressly set forth in this Section 2.

c. The benefits payable under Subsections 2(a)(1) and 2(a)(2) shall be payable during the Employment Period even if Employee dies prior to the end of the Employment Period or is not elected as a director, is terminated as an employee, or is unable to serve as a director or employee of Intuit. The benefits payable under Subsections 2(a)(4) shall be payable during the Employment Period if Intuit fails to nominate Employee as a director.

3. Obligations of Employee. In exchange for the benefits described in Section 3, Employee agrees to the following:

a. Employee agrees to promptly provide Intuit with any available information relating to work previously performed by Employee for Intuit upon reasonable notice and request from Intuit for a period of up to one year from the end of the Employment Period.

b. Employee will be bound by and comply with the terms of that certain Employee Invention Assignment and Confidentiality Agreement ("CONFIDENTIALITY AGREEMENT"), a copy of which is attached to this Agreement as Exhibit A. Employee will return all Intuit property (unless otherwise agreed in writing) and all confidential and proprietary information in Employee's possession to Intuit within five business days from the later of (a) the end of the Employment Period or (b) the date Employee ceases to be a director.

c. Employee will not solicit, or initiate any solicitation of any Intuit employee to leave his/her employment with Intuit to commence a relationship with Employee or any other employer for a period ending at the end of the Employment Period.

4. Release. In exchange for the benefits described in Section 2, Employee agrees to execute the release (the "RELEASE") attached to this Agreement as "Addendum A" on or promptly following the Reassignment Date and the end of the Employment Period.

5. Arbitration. Any claim, dispute, or controversy arising out of or in any way relating to this Agreement or the alleged breach of this Agreement will be submitted by the parties to binding arbitration in Santa Clara County, California by the American Arbitration

Association under its California Employment Dispute Resolution Rules or by a judge to be mutually agreed upon. This Section 5 will not prevent either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of their dispute relating to Employee's obligations under Employee's Confidentiality Agreement and Employee's obligations under Section 3 hereof.

6. Attorneys' Fees. The prevailing party will be entitled to recover from the losing party its attorneys' fees and costs (including expert witness fees) incurred in any arbitration, lawsuit or other proceeding brought to enforce any right arising out of this Agreement.

7. Confidentiality. Employee acknowledges that Employee has not disclosed any of the terms of this Agreement to anyone other than Employee's counsel and/or spouse/domestic partner. Employee agrees, on behalf of Employee and Employee's agents, not to disclose, or to take every reasonable precaution to prevent disclosure of, any of the terms of this Agreement or consideration for this Agreement (the "SETTLEMENT INFORMATION") to third parties, and agrees that there will be no publicity, directly or indirectly, concerning any Settlement Information. Employee agrees to take every reasonable precaution to disclose Settlement Information only to Employee's attorney, accountant, tax authorities, and Employee's spouse/domestic partner, if and only if these individuals have a reasonable and justifiable need to know of such Settlement Information, provided, however, that any person or entity to whom such disclosure is made will, prior to disclosure and to the extent permitted by law, acknowledge the confidentiality of such information and agree to keep such information confidential. Employee acknowledges that the confidentiality of the terms of this Agreement is a material inducement to Intuit in entering into it. Any dispute concerning this confidentiality provision will be resolved through arbitration before the American Arbitration Association in Santa Clara County, California (the "ARBITRATOR") pursuant to Section 5.

8. Non-Disparagement. Employee agrees to refrain from disparagement, criticism, defamation or slander of Intuit or any of its employees, officers, directors, agents, products or services to anyone, including but not limited to other employees and any past, present or prospective customers. Intuit agrees to maintain its neutral reference policy in regard to Employee and refrain from disparagement, criticism, defamation and slander of Employee.

9. No Admission of Liability. Intuit and Employee understand and acknowledge that this Agreement constitutes a compromise and settlement. No action taken by the parties hereto, or either of them, either previously or in connection with this Agreement will be deemed or construed to be (a) an admission of the truth or falsity of any claims or (b) an acknowledgment or admission by a party of any fault or liability whatsoever to the other party or to any third party.

10. No Knowledge of Wrongdoing. Employee has no knowledge of any wrongdoing involving improper or false claims against a federal or state governmental agency, or other wrongdoing, that involves Employee or other present or former Intuit employees.

11. Successors. The provisions of this Agreement will extend and inure to the benefit of, and be binding upon the respective legal successors and assigns of Intuit and Employee in addition to Intuit and Employee.

12. Integration. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations and Agreements, whether written or oral with the exception of Employee's obligations under the Confidentiality Agreement and/or any surviving stock option agreements with respect to such subject matter.

13. No Oral Modification. This Agreement may not be altered or amended except by a written document executed by Employee and Intuit.

14. Governing Law. This Agreement will in all respects be governed by the laws of the State of California as applied to agreements entered into and to be performed entirely within California between California residents.

15. Effective Date. This Agreement is effective as of September 25, 1999, provided that the Release, and Intuit's obligations pursuant to Section 2 above, shall become effective on the eighth day after the Release has been signed by both parties (the "EFFECTIVE DATE"), unless sooner revoked by Employee. If Employee desires to revoke the Release, Employee must deliver or cause to be delivered a written statement of revocation from Employee prior to the Effective Date to the Human Resources Department, Intuit, Inc., Post office Box 7850, Mountain View, CA 94039-7850.

16. No Representations. Each party represents that it has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

18. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be

unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.

EMPLOYEE:	INTUIT, INC.:
William H. Harris, Jr.	/s/ WILLIAM V. CAMPBELL
/s/ WILLIAM H. HARRIS, JR.	By: William V. Campbell
Signature	Title: Chairman of the Board
Date: ______________________________	Date: ______________________________

ADDENDUM A

THIS GENERAL RELEASE OF CLAIMS ("RELEASE") is between William H. Harris, Jr. ("EMPLOYEE") and Intuit, Inc. ("INTUIT"), a Delaware corporation, in accordance with Section 4 of the Confidential Agreement and General Release of Claims entered into by the parties as of September 23, 1999, (the "AGREEMENT"). Unless otherwise defined herein, the terms defined in the Agreement shall have the same defined meanings in this Release.

1. Payment of Salary. The parties acknowledge and agree that as of the Reassignment Date and, to the extent applicable, on the last day of the Employment Period, all salary and any and all other benefits, commissions or other such sums due Employee were paid to Employee. In light of the payment by Intuit of all wages due, or to become due to Employee, California Labor Code Section 206.5 is not applicable to the parties hereto. Said section provides in pertinent part:

No employer will require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.

2. Release. Except for the obligations and provisions contained in the Confidential Agreement and General Release of Claims dated as of September 23, 1999, Employee and Intuit, on behalf of themselves and their respective heirs, family members, executors, investors, employees, officers, directors, agents, attorneys, legal successors, and assigns, hereby fully and forever release each other and their respective heirs, family members, executors, shareholders, from and agree not to sue concerning, any and all claims, actions, obligations, duties, causes of action, whether now known or unknown, suspected or unsuspected, that either of them may possess based upon or arising out of any matter, cause, fact, thing, act, or omission whatsoever occurring or existing at any time to and including the Effective Date (collectively, the "RELEASED MATTERS"), including without limitation,

(1) any and all claims relating to or arising from Employee's employment relationship with Intuit and the termination of that relationship;

(2) any and all claims relating to, or arising from, Employee's right to purchase, or actual purchase of, shares of stock of Intuit, including, without limitation, any claims of fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law, excluding those rights provided for in the Confidentiality Agreement;

(3) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion.

(4) any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Older Workers Benefit Protection Act, and the California Fair Employment and Housing Act, and Labor Code section 201, et. seq.;

(5) any and all claims for violation of the federal, or any state, constitution;

(6) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(7) any and all claims for attorneys' fees and costs; and

(8) any and all claims either Intuit or Employee may have against the other for any acts by either occurring at any time prior to the execution of this Release.

Each of the parties agrees that the foregoing enumeration of claims released is illustrative, and the claims hereby released are in no way limited by the above recitation of specific claims, it being the intent of the parties to fully and completely release all claims whatsoever in any way relating to the Employee's employment with Intuit and to the termination of such employment. Each of the parties agrees that the release set forth in this section will be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under the Agreement.

a. Employee represents that Employee's has no lawsuits, claims or actions pending in Employee's name, or on behalf of any other person or entity, against Intuit or any other person or entity referred to herein. Employee also represents that Employee does not intend to bring any claims on Employee's own behalf against Intuit or any other person or entity referred to herein.

b. Employee represents that Employee is not aware of any claim by Employee other than the claims that are released by this Release. Employee acknowledges that Employee has been advised by legal counsel and is familiar with Section 1542 of the Civil Code of the State of California, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT

THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE

MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Employee expressly waives any right or benefit which Employee has or may have under Section 1542 of the California Civil Code or any similar provision of the statutory or non-statutory law of any other jurisdiction, including Delaware, to the full extent that Employee may lawfully waive those rights and benefits pertaining to the subject matter of this Release. The parties acknowledge that in the future they may discover claims or facts in addition to or different from those that they now know or believe to exist with respect to the subject matter of this Release, and that each of Employee and Intuit intend to fully, finally, and forever settle all of the Released matters in exchange for the benefits set forth in this Release and in the Agreement. This release will remain in effect as a full and complete release notwithstanding the discovery or existence of any additional claims or facts.

3. Indemnification. This Release shall not apply with respect to any claims arising under Employee's existing rights to indemnification and defense pursuant to the articles and bylaws of Intuit for acts as a director and/or officer or to Employee's rights of insurance under any director and officer liability policy in effect covering Intuit's directors and officers. Intuit agrees to maintain any such director and officer liability policy in effect with respect to Employee's for services performed by him as an officer to the same extent as other Intuit officers.

4. Acknowledgment of Waiver of Claims under ADEA. Employee acknowledges that Employee is waiving and releasing any rights Employee's may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Employee and Intuit agree that this waiver and release does not apply to any rights or claims that may arise under ADEA after the Effective Date of this Release, Employee acknowledges that the consideration given for this waiver and release agreement in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this writing that:

a. Employee should consult with an attorney PRIOR to executing this Release;

b. Employee has at least twenty-one (21) days within which to consider this Release, although Employee may accept the terms of this Release at any time within those 21 days;

c. Employee has at least five (5) days following the execution of this Release by the parties to revoke this Release; and

d. This Release will not be effective until the revocation period has expired.

5. Voluntary Execution of Agreement. This Release is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto, with the full intent of releasing all claims. The parties acknowledge that:

a. they have read this Release;

b. they have been represented in the preparation, negotiation, and execution of this Release by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;

c. they understand the terms and consequences of this Release and of the releases it contains;

d. they are fully aware of the legal and binding effect of this Release.

EMPLOYEE UNDERSTANDS THAT EMPLOYEE MAY CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE AND UNDERSTANDS THAT EMPLOYEE IS GIVING UP ANY LEGAL CLAIMS EMPLOYEE HAS AGAINST INTUIT BY SIGNING THIS RELEASE. EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE DOES SO KNOWINGLY, WILLINGLY, AND VOLUNTARILY IN EXCHANGE FOR THE BENEFITS DESCRIBED IN SECTION 3 OF THE AGREEMENT.

EMPLOYEE: INTUIT, INC.:

William H. Harris, Jr. ----------------------------------
By:
Title:

- - ----------------------------------
Signature

Date: ------------------------------ Date: ------------------------------

EXHIBIT A

EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

1. I understand that Intuit Inc. (the "Company") is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions (as defined below) and in all related intellectual property rights (collectively referred to as "Intellectual Property"). Accordingly, I am entering into this agreement as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. I understand that during the course of my employment with the Company both prior to and subsequent to the Reassignment Date it is likely I will gain access to information of a confidential or secret nature ("Proprietary Information"). Proprietary Information includes but is not limited to Inventions (as defined below), marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, and trade secrets. Such information may relate to the business of the Company or to the business or any subsidiary, affiliate or any party with whom the Company is bound to hold information of such party confidential.

3. I agree that, at all times, both during my employment (both prior to and subsequent to the Reassignment Date) and for a period of two years after I leave the Company, I will keep and hold any Proprietary Information in strict confidence and trust, and I will not use or disclose any Proprietary Information without first receiving the Company's express written consent, except if compelled by government or court order to do so. Upon leaving the Company, I will promptly give to the Company all documents, materials or property in my possession related to the Company. I will not take with me any property or copies of my work or Company related documents and materials that I have received or used, including Proprietary Information.

4. During the course of my employment prior to the Reassignment Date, I have promptly disclosed in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("Inventions") that I made or conceived or first reduced to practice or create, either alone or jointly with others, which relate to my employment, and whether or not such Inventions are patentable, copyrightable or protectible as trade secrets.

5. I understand that, under the copyright laws, any copyrightable works prepared by me within the course and scope of my employment prior to the Reassignment Date are "works for hire". Consequently, the Company will be considered the author and owner of such works.

6. I agree that all Inventions developed during my employment prior to the Reassignment Date that (a) were developed using equipment, supplies, facilities, or trade secrets of the Company, (b) resulted from work performed by me for the Company, or (c) related to the Company's business or current or anticipated research and development, will be the sole and exclusive property of the Company. I hereby assign and agree to transfer to the Company any and all Intellectual Property, including all intellectual property rights, registrations, trade secrets rights as well as worldwide rights in any intellectual property or other forms of protection.

7. I also waive and agree never to assert any "Moral Rights" I might have in or with respect to any Invention described in Section 6, even after I leave the Company. Moral Rights means any right (or similar right existing under the judicial or statutory law of any country or treaty) to claim authorship of any Invention, to object or prevent modification of any Invention, or to withdraw from circulation or to control the publication or distribution of any Invention.

8. I agree to assist the Company in every proper way to obtain and enforce the intellectual property protection for any Intellectual Property in any and all countries. I will sign documents that the Company may reasonably request to obtain such protection. My obligations under this paragraph will continue even after I leave the Company, provided the Company will reimburse me at a reasonable rate after I leave the Company for time or expenses actually spent by me on its behalf.

9. During my employment with the Company and for a period of two years after termination of my employment, I will not directly or indirectly solicit or take away suppliers or customers of the Company if the identity of the supplier or customer or information about the supplier or customer relationship is a trade secret or is otherwise deemed confidential information within the meaning of California law. Nothing in this section will prevent me from being employed by, doing business with or having any relationship with any supplier or customer of the Company, provided that such activity is not based upon the use of trade secrets.

10. I agree and authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after my employment, for whatever lawful purposes the Company deems necessary.

11. I represent that my performance of all the terms of this agreement and my responsibilities as an employee of the Company will not breach any invention assignment/proprietary information agreement with any former employer or other party and that I will not use or disclose any trade secrets or proprietary information from any former employer or third party in the course of my employment with the Company. I also represent that I will not bring with me to the Company or use in the performance of my responsibilities for the Company any property of a former employer that would not generally be available to the public or have not been legally transferred to the Company. I hereby authorize the Company to notify and the company authorizes me to notify my employer or future employer of the terms of this Agreement and my responsibilities detailed in this agreement.

12. I understand that any breach or threatened breach of this agreement by me will likely result in irreparable harm and the Company will be entitled to injunctive relief to enforce this agreement.

13. This agreement will be governed and interpreted in accordance with the internal laws of the State of California, without regard to or application of choice of law rules or principles. In the event that any provision of this agreement is found by a court or other competent tribunal to be illegal, invalid or unenforceable, then that provision will not be voided but enforced to the maximum extent allowed, and the remainder of the agreement will remain in full force and effect.

14. I have been notified and understand that certain Inventions may be excepted from this agreement if it qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

15. I understand that this agreement does not constitute an employment contract or obligate the Company to employ me for any period of time, except as provided in the Confidential Agreement and General Release of Claims dated as of September 23, 1999, to which this Employee Invention Assignment and confidentiality Agreement is an exhibit. This agreement will be effective as of the first day of my employment by the Company which was January 3, 1994.

Intuit Inc.:	Employee:
By: --------------------------------	By: --------------------------------
Name: ------------------------------	Name: ------------------------------
Title: -----------------------------	

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