

U.S. SECURITIES AND EXCHANGE COMMISSION  
 WASHINGTON, D.C. 20549

FORM S-8  
 REGISTRATION STATEMENT  
 UNDER  
 THE SECURITIES ACT OF 1933

INTUIT INC.  
 (Exact Name of Issuer as Specified in Its Charter)

DELAWARE  
 (State of Incorporation)

77-0034661  
 (I.R.S. Employer  
 Identification No.)

2535 GARCIA AVENUE  
 MOUNTAIN VIEW, CALIFORNIA 94043  
 (Address of Principal Executive Offices)

OPTIONS GRANTED BY GALT TECHNOLOGIES, INC. UNDER ITS 1995 STOCK OPTION PLAN  
 ASSUMED BY THE ISSUER  
 (Full titles of the Plans)

\_\_\_\_\_  
 JAMES J. HEEGER  
 INTUIT INC.  
 1840 EMBARCADERO ROAD  
 PALO ALTO, CALIFORNIA 94303  
 (415) 944-6996  
 (Name, Address and Telephone Number of Agent for Service)

Copies to:

KENNETH A. LINHARES, ESQ.  
 JEFFREY R. VETTER, ESQ.  
 FENWICK & WEST LLP  
 TWO PALO ALTO SQUARE  
 PALO ALTO, CALIFORNIA 94306

CALCULATION OF REGISTRATION FEE

<TABLE>  
 <CAPTION>

| TITLE OF SECURITIES<br>TO BE REGISTERED  | AMOUNT TO BE<br>REGISTERED | PROPOSED MAXIMUM<br>OFFERING PRICE PER<br>SHARE | PROPOSED MAXIMUM<br>AGGREGATE OFFERING<br>PRICE | AMOUNT OF<br>REGISTRATION FEE |
|--|----------------------------|---|---|-------------------------------|
| <S><br>Common Stock, \$0.01 par<br>value | <C><br>33,776(1)           | <C><br>\$2.27                                   | <C><br>\$76,671.52                              | <C><br>\$100(2)               |

</TABLE>

- (1) Shares subject to assumed Galt Technologies, Inc. options as of September 3, 1996.
- (2) Minimum fee pursuant to Section 6(b) of the Securities Act of 1933, as amended. This amount is greater than 1/29 of 1% of the proposed maximum aggregate offering price.
- ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed with the Securities and Exchange

Commission (the "Commission") are incorporated herein by reference:

- (a) The Registrant's latest annual report filed pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the latest prospectus filed by the Registrant pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act"), that contains audited financial statements for the Registrant's latest fiscal year for which such statements have been filed.
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the annual report or the prospectus referred to in (a) above.
- (c) The description of the Registrant's Common Stock contained in the Registrant's registration statement filed with the Commission under Section 12 of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities registered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference herein and to be a part hereof from the date of the filing of such documents.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

As to named experts and counsel, Item 5 is inapplicable.

EXPERTS.

The consolidated financial statements and schedule of Intuit Inc. appearing in Intuit's Annual Report (Form 10-K) for the year ended July 31, 1996, have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon included therein and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given upon the authority of such firm as experts in accounting and auditing.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

As permitted by Section 145 of the Delaware General Corporation Law, the Registrant's Certificate of Incorporation includes a provision that eliminates the personal liability of its directors for monetary damages for breach or alleged breach of their duty of care. In addition, as permitted by Section 145 of the Delaware General Corporation Law, the Bylaws of the Registrant provide that: (i) the Registrant is required to indemnify its directors and officers and persons serving in such capacities in other business enterprises (including, for example, subsidiaries of the Registrant) at the Registrant's request, to the fullest extent permitted by

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Delaware law, including those circumstances in which indemnification would otherwise be discretionary; (ii) the Registrant may, in its discretion, indemnify employees and agents in those circumstances where indemnification is not required by law; (iii) the Registrant is required to advance expenses, as incurred, to its directors and officers in connection with defending a proceeding (except that it is not required to advance expenses to a person against whom the Registrant brings a claim for breach of the duty of loyalty, failure to act in good faith, intentional misconduct, knowing violation of law or deriving an improper personal benefit); (iv) the rights conferred in the Bylaws are not exclusive and the Registrant is authorized to enter into indemnification agreements with its directors, officers and employees; and (v) the Registrant may not retroactively amend the Bylaw provisions in a way that is adverse to such directors, officers and employees.

The Registrant's policy is to enter into indemnity agreements with each of its directors and executive officers that provide the maximum indemnity allowed to directors and executive officers by Section 145 of the Delaware General Corporation Law and the Bylaws, as well as certain additional procedural protections. In addition, the indemnity agreements provide that directors and executive officers will be indemnified to the fullest possible extent not prohibited by law against all expenses (including attorney's fees) and settlement amounts paid or incurred by them in any action or proceeding, including any derivative action by or in the right of the Registrant, on account of their services as directors or executive officers of the Registrant or as directors or officers of any other company or enterprise when they are serving in such capacities at the request of the Registrant. The Registrant will not be obligated pursuant to the agreements to indemnify or advance expenses to an indemnified party with respect to proceedings or claims initiated by the indemnified party and not by way of defense, except with respect to proceedings specifically authorized by the Board of Directors or brought to enforce a right

of indemnification under the indemnity agreements, the Registrant's Bylaws or any statute or law. Under the agreements, the Registrant is not obligated to indemnify the indemnified party: (i) for any expenses incurred by the indemnified party with respect to any proceeding instituted by the indemnified party to enforce or interpret the agreement, if a court of competent jurisdiction determines that each of the material assertions made by the indemnified party in such proceeding was not made in good faith or was frivolous; (ii) for any amounts paid in settlement of a proceeding unless the Registrant consents to such settlement; (iii) with respect to any proceeding or claim brought by the Registrant against the indemnified party for willful misconduct, unless a court determines that each of such claims was not made in good faith or was frivolous; (iv) on account of any suit in which judgment is rendered against the indemnified party for an accounting of profits made from the purchase or sale by the indemnified party of securities of the Registrant pursuant to the provisions of Section 16(b) of the Exchange Act and related laws; (v) on account of the indemnified party's conduct which is finally adjudged to have been knowingly fraudulent or deliberately dishonest, or to constitute willful misconduct or a knowing violation of the law; (vi) on account of any conduct from which the indemnified party derived an improper personal benefit; (vii) on account of conduct the indemnified party believed to be contrary to the best interests of the Registrant or its stockholders; (viii) on account of conduct that constituted a breach of the indemnified party's duty of loyalty to the Registrant or its stockholders; or (ix) if a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful.

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The indemnification provision in the Bylaws, and the indemnity agreements entered into between the Registrant and its directors and executive officers, may be sufficiently broad to permit indemnification of the Registrant's officers and directors for liabilities arising under the Securities Act.

The indemnity agreements require the Registrant to maintain director and officer liability insurance to the extent readily available. The Registrant currently carries a director and officer insurance policy.

ITEM 8. EXHIBITS.

- 4.01 Galt Technologies, Inc. 1995 Stock Option Plan.
- 4.02 The Registrant's Certificate of Incorporation. (1)
- 4.03 Certificate of Amendment to Registrant's Certificate of Incorporation, dated December 14, 1993. (2)
- 4.04 Certificate of Amendment to Registrant's Certificate of Incorporation, dated January 18, 1996. (3)
- 4.05 The Registrant's Bylaws. (1)
- 5.01 Opinion of Fenwick & West LLP.
- 23.01 Consent of Fenwick & West LLP (included in Exhibit 5.01).
- 23.02 Consent of Ernst & Young LLP, Independent Auditors.
- 24.01 Power of Attorney (see page 5).

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- (1) Filed with the Company's Registration Statement on Form S-1, filed February 3, 1993, as amended (File No. 33-57884).
- (2) Filed with the Company's Form 10-K as originally filed on October 31, 1994, as amended.
- (3) Filed with the Company's Form 10-Q for the quarter ended January 31, 1996 as originally filed on March 15, 1996, as amended.

ITEM 9. UNDERTAKINGS.

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a) (3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising

after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which,

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individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (1)(i) and (1)(ii) above do not apply if the Registration Statement is on Form S-3 or Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions discussed in Item 6 hereof, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereby, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palo Alto, State of California, on October 24, 1996.

INTUIT INC.

By: /s/ William V. Campbell

\_\_\_\_\_  
William V. Campbell, President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual and corporation whose signature appears below constitutes and appoints William V. Campbell and James J. Heeger, and each of them, his or its true and lawful attorneys-in-fact and agents with full power of substitution, for him or it and in his or its name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8, and to file the same with all exhibits thereto and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or it might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

|                              |                          |                  |
|------------------------------|--------------------------|------------------|
| <TABLE>                      |                          |                  |
| <S>                          | <C>                      | <C>              |
| /s/ William V. Campbell      | Chief Executive Officer, | October 24, 1996 |
| _____<br>William V. Campbell | President and Director   |                  |
| <br>                         |                          |                  |
| /s/ James J. Heeger          | Chief Financial Officer  | October 24, 1996 |
| _____<br>James J. Heeger     |                          |                  |
| <br>                         |                          |                  |
| /s/ Greg J. Santora          | Chief Accounting Officer | October 24, 1996 |
| _____<br>Greg J. Santora     |                          |                  |
| </TABLE>                     |                          |                  |

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ADDITIONAL DIRECTORS:

|                               |          |                  |
|-------------------------------|----------|------------------|
| <TABLE>                       |          |                  |
| <S>                           | <C>      | <C>              |
| /s/ Christopher W. Brody      | Director | October 24, 1996 |
| _____<br>Christopher W. Brody |          |                  |
| <br>                          |          |                  |
| /s/ Scott D. Cook             | Director | October 24, 1996 |
| _____<br>Scott D. Cook        |          |                  |
| <br>                          |          |                  |
| /s/ L. John Doerr             | Director | October 24, 1996 |
| _____<br>L. John Doerr        |          |                  |
| <br>                          |          |                  |
| /s/ Michael R. Hallman        | Director | October 24, 1996 |
| _____<br>Michael R. Hallman   |          |                  |
| <br>                          |          |                  |
| /s/ Burton J. McMurtry        | Director | October 24, 1996 |
| _____<br>Burton J. McMurtry   |          |                  |
| </TABLE>                      |          |                  |

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GALT TECHNOLOGIES, INC.

1995 STOCK OPTION PLAN

1. PURPOSE. The GALT Technologies, Inc. 1995 Stock Option Plan (the "Plan") is established to attract, retain and reward persons providing services to GALT Technologies, Inc. and any successor corporation thereto (the "Company") and to motivate such persons to contribute to the growth and profits of the Company in the future.
  2. ADMINISTRATION.
    - a. GENERAL. The Plan shall be administered by the Board of Directors of the Company (the "Board") and/or by a duly appointed committee of the Board having such powers as shall be specified by the Board. All questions of interpretation of the Plan or of any options granted under the Plan (an "Option") shall be determined by the Board, and such determinations shall be final and binding upon everyone having an interest in the Plan and/or any Option.
    - b. OPTIONS AUTHORIZED. Options may be either incentive stock options as defined in section 422 of the Code ("Incentive Stock Options") or nonqualified stock options.
  3. ELIGIBILITY.
    - a. ELIGIBLE PERSONS. Options may be granted only to employees (including officers and directors who are also employees). The Board shall, in its sole discretion, determine which persons shall be granted Options (an "Optionee"). Eligible persons may be granted more than one Option.
    - b. TYPE OF OPTION WHICH MAY BE GRANTED. Employees may be granted Incentive Stock Options and/or nonqualified stock options.
  4. SHARES SUBJECT TO OPTION. Options shall be for the purchase of shares of the authorized but unissued Common Stock or treasury shares of Common Stock of the Company (the "Stock"), subject to adjustment as provided in paragraph 9 below. The maximum number of shares of Stock which may be issued under the Plan shall be 9,031 shares (90,310 after effectuation of the Company's nine-for-one stock split). In the event that any outstanding Option for any reason expires or is terminated or canceled and/or shares of Stock subject
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- to repurchase are repurchased by the Company, the shares allocable to the unexercised portion of such Option, or such repurchased shares, may against be subject to an Option grant.
5. TIME FOR GRANTING OPTIONS. All Options shall be granted, if at all, within ten (10) years from the date the Plan is adopted by the Board.
  6. TERMS, CONDITIONS AND FORM OF OPTIONS. Subject to the provisions of the Plan, the Board shall determine for each Option (which need not be identical) the number of shares of Stock for which the Option shall be granted, the exercise price of the Option, the timing and terms of exercisability and vesting of the Option, whether the Option is to be treated as an Incentive Stock Option or as a nonqualified stock option and all other terms and conditions of the Option not inconsistent with the Plan. Options granted pursuant to the Plan shall be evidenced by written agreements specifying the number of shares of Stock covered thereby, in such form as the Board shall from time to time establish, which agreements may incorporate all or any of the terms of the Plan by reference and shall comply with be subject to the following terms and conditions:
    - a. EXERCISE PRICE. The exercise price for each Option shall be established in the sole discretion of the Board; provided, however, that (i) the exercise price per share for an

Incentive Stock Option shall be not less than the fair market value, as determined by the Board, of a share of Stock on the date of the granting of the Option, (ii) the exercise price per share for a nonqualified stock option shall not be less than fifty percent (50%) of the fair market value, as determined by the Board, of a share of Stock on the date of the granting of the Option and (iii) no Option granted to an Optionee who at the time the Option is granted owns stock possession more than ten percent (10%) of the total combined voting power of all classes of stock of the Company within the meaning of section 422(b)(6) of the Code (a "Ten Percent Owner Optionee") shall have an exercise price per share less than one hundred ten percent (110%) of the fair market value, as determined by the Board, of a share of Stock on the date of the granting of the Option. Notwithstanding the foregoing, an Option (whether an Incentive Stock Option or a nonqualified stock option) may be granted with an exercise price lower than the minimum exercise price set forth above if such Option is granted pursuant to an assumption or substitution for another option in a manner qualifying with the provisions of section 424(a) of the Code.

b. EXERCISE PERIOD OF OPTIONS. The Board shall have the power to set the time or times within which each Option shall be exercisable or the event or events upon the

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occurrence of which all or a portion of each Option shall be exercisable and the term of each Option; provided, however, that (i) no Option shall be exercisable after the expiration of ten (10) years after the date such Option is granted, and (ii) no Incentive Stock Option granted to a Ten Percent Owner Optionee shall be exercisable after the expiration of five (5) years after the date such Option is granted. Unless otherwise provided for by the Board in the grant of an Option, any Option granted hereunder shall be exercisable for a term of five (5) years.

c. PAYMENT OF EXERCISE PRICE. Payment of the exercise price for the number of shares of Stock being purchased pursuant to any Option shall be made in cash, by check or cash equivalent.

7. STANDARD FORMS OF STOCK OPTION AGREEMENT.

a. INCENTIVE STOCK OPTIONS. Unless otherwise provided for by the Board at the time an Option is granted, an Option designated as an "Incentive Stock Option" shall comply with and be subject to the terms and conditions set forth of incentive stock option agreement attached hereto as Exhibit A and incorporated herein by reference.

b. NONQUALIFIED STOCK OPTIONS. Unless otherwise provided for by the Board at the time an Option is granted, an Option designated as a "Nonqualified Stock Option" shall comply with and be subject to the terms and conditions set forth in a form of nonqualified stock option agreement which shall be the same as the agreement set forth in Exhibit A except for such changes as are necessary to reflect that the option is nonqualified.

8. FAIR MARKET VALUE LIMITATION. To the extent that the aggregate fair market value (determined at the time the Option is granted) of stock with respect to which Incentive Stock Options are exercisable by an Optionee for the first time during any calendar year (under all stock option plans of the Company, including the Plan) exceeds One Hundred Thousand Dollars (\$100,000), such options shall be treated as nonqualified stock options. This paragraph shall be applied by taking Incentive Stock Options into account in the order in which they were granted.

9. EFFECT OF CHANGE IN STOCK SUBJECT TO PLAN. Appropriate adjustments shall be made in the number and class of shares of Stock subject to the Plan and to any outstanding Options and in the exercise price of any outstanding Options in the event of a stock dividend, stock split, reverse stock split, recapitalization, combination, reclassification, or like change in the capital structure of the Company.

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10. TRANSFER OF CONTROL. An "Ownership Change" shall be deemed to have occurred in the event any of the following or any

similar transaction occurs with respect to the Company:

- a. The direct or indirect sale or exchange by the shareholders of the Company of all or substantially all of the stock of the Company;
- b. A merger or consolidation in which the Company is a party;
- c. The sale, exchange, or transfer of all or substantially all of the assets of the Company (other than a sale, exchange, or transfer to one (1) or more subsidiary corporations of the Company); or
- d. A liquidation or dissolution of the Company.

In the event of an Ownership Change, any Options which are neither assumed or substituted for in connection with the Ownership Change nor exercised as of the date of the Ownership Change shall terminate and cease to be outstanding effective as of the date of the Ownership Change.

11. OPTIONS NON-TRANSFERABLE. During the lifetime of the Optionee, the Option shall be exercisable only by the Optionee. No Option shall be assignable or transferable by the Optionee, except by will or by the laws of descent and distribution.
12. TERMINATION OR AMENDMENT OF PLAN OR OPTIONS. The Board, including any duly appointed committee of the Board, may terminate or amend the Plan or any Option at any time; provided, however, that without the approval of the Company's shareholders, there shall be (a) no increase in the total number of shares of Stock covered by the Plan (except by operation of the provisions of paragraph 9 above), (b) no change in the class eligible to receive Incentive Stock Options and (c) no expansion in the class eligible to receive nonqualified stock options.



October 24, 1996

Intuit Inc.  
2535 Garcia Avenue  
Mountain View, California 94043

Gentlemen/Ladies:

At your request, we have examined the Registration Statement on Form S-8 (the "Registration Statement") to be filed by you with the Securities and Exchange Commission on or about October 24, 1996 in connection with the registration under the Securities Act of 1933, as amended, of an aggregate of 33,776 shares of your Common Stock (the "Stock") subject to issuance by you upon the exercise of stock options granted by Galt Technologies, Inc. ("Galt") pursuant to the Galt Technologies, Inc. 1995 Stock Option Plan (the "Plan") and assumed by you in connection with the merger of your wholly owned subsidiary, Intuit Merger Sub, Inc. with and into Galt.

In rendering this opinion, we have examined the following:

- (1) your Registration Statement on Form S-8 filed with the Securities and Exchange Commission on or about October 24, 1996, together with the Exhibits filed as a part thereof, including, without limitation the Plan and related documents;
- (2) the Prospectus prepared in connection with the Plan and with the Registration Statement;
- (3) the minutes of meetings and actions by written consent of the stockholders and Board of Directors that are contained in your minute books and the minute books of Galt that are in our possession;
- (4) the stock record books you have provided to us, including records of the capital stock, stock options and warrants you and Galt have issued; and
- (5) The Certificate of Incorporation of Intuit, as amended through January 18, 1996 and the Bylaws of Intuit, both as certified by Intuit on October 24, 1996.

In our examination of documents for purposes of this opinion, we have assumed, and express no opinion as to, the genuineness of all signatures on original documents, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies, the lack of any undisclosed terminations, modifications, waivers or amendments to any documents reviewed by us and the due execution and delivery of all documents where due execution and delivery are prerequisites to the effectiveness thereof.

Intuit Inc.  
October 24, 1996  
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As to matters of fact relevant to this opinion, we have relied solely upon our examination of the documents referred to above and have assumed the current accuracy and completeness of the information and records included in the documents referred to above. We have made no independent investigations or other attempts to verify the accuracy of any of such information or to determine the existence or non-existence of any other factual matters; however, we are not aware of any facts that would lead us to believe that the opinion expressed herein is not accurate.

Based upon the foregoing, it is our opinion that the 33,776 shares of Stock that may be issued and sold by you upon the exercise of stock options granted under the Plan which were assumed by you, when issued and sold in accordance with the Plan and stock options issued thereunder, and in the manner referred to in the Prospectus associated with the Registration Statement, will be legally issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to all references to us, if any, in the Registration Statement, the Prospectus constituting a part thereof and any amendments thereto.

This opinion speaks only as of its date and is intended solely for the your use as an exhibit to the Registration Statement for the purpose of the above sale of the Stock and is not to be relied upon for any other purpose.

Very truly yours,

FENWICK & WEST LLP

By: Gordon K. Davidson  
General Partner

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-8) pertaining to the options granted by Galt Technologies, Inc. under its 1995 Stock Option Plan assumed by Intuit and to the incorporation by reference therein of our report dated September 6, 1996 (except for Note 12, as to which the date is September 18, 1996), with respect to the consolidated financial statements and schedule of Intuit Inc. included in its Annual Report (Form 10-K) for the year ended July 31, 1996, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

ERNST & YOUNG LLP

Palo Alto, California  
October 22, 1996