

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 TO PURCHASE COMMON STOCK
 (Full titles of the Plan)

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.
 FENWICK & WEST LLP
 TWO PALO ALTO SQUARE
 PALO ALTO, CALIFORNIA 94306

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES AMOUNT OF TO BE REGISTERED REGISTRATION FEE	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	
-----	-----	-----	-----	-----
<S> Common Stock, \$0.01 par value \$1,312.66	<C> 115,141	<C> \$33.0613 (1)	<C> \$3,806,714.12(1)	<C>
</TABLE>				

(1) Estimated pursuant to Rule 457(h)(1) under the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee and based upon the weighted average exercise price of outstanding stock options.

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 Delaware law, including those circumstances in which indemnification would otherwise be discretionary; (ii)

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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.

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.

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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.

<TABLE>

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4.01	Form of Stock Option Agreement
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, 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.

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(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 January 23, 1997.

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>	/s/ William V. Campbell ----- William V. Campbell	<C> Chief Executive Officer, President and Director	<C> January 23, 1997
	/s/ James J. Heeger ----- James J. Heeger	Chief Financial Officer	January 23, 1997
	/s/ Greg J. Santora ----- Greg J. Santora	Chief Accounting Officer	January 23, 1997
</TABLE>			

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ADDITIONAL DIRECTORS:

<TABLE>			
<S>	/s/ Christopher W. Brody ----- Christopher W. Brody	<C> Director	<C> January 23, 1997
	/s/ Scott D. Cook ----- Scott D. Cook	Director	January 23, 1997
	/s/ L. John Doerr ----- L. John Doerr	Director	January 23, 1997
	/s/ Michael R. Hallman ----- Michael R. Hallman	Director	January 23, 1997
	/s/ Burton J. McMurtry ----- Burton J. McMurtry	Director	January 23, 1997
</TABLE>			

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INTUIT INC.
STOCK OPTION GRANT

Optionee: _____
 Address: _____

 Social Security Number: _____
 Total Shares Subject to Option: [IF THIS GRANT REPLACES AN OPTION GRANTED UNDER THE 1993 EQUITY INCENTIVE PLAN WHICH HAS ALREADY BEEN PARTIALLY EXERCISED, INSERT THE NUMBER OF REMAINING UNEXERCISED SHARES ON THIS LINE.] _____
 Exercise Price Per Share: _____
 Date of Grant: _____
 Expiration Date: _____

1. Grant of Option. Intuit Inc., a Delaware corporation (the "Company"), has granted to Optionee an option (this "Option") to purchase the total number of shares of Common Stock, \$0.01 par value, of the Company set forth above in Total Shares Subject to Option (the "Shares") at the Exercise Price Per Share set forth above (the "Exercise Price"), subject to all of the terms and conditions of this Stock Option Grant (this "Grant"). This Option is a nonqualified stock option and is not intended to qualify under Section 422 of the Internal Revenue Code of 1986 (the "Code"). Capitalized terms are defined textually or in Section 17 of this Grant.

[CATEGORY #1: REPLACEMENT OF 1993 EQUITY INCENTIVE PLAN STOCK OPTION THAT WAS 100% VESTED AND EXERCISABLE AS OF JANUARY 22, 1997. (1993 PLAN OPTIONS THAT WERE NEVER EXERCISED AND 1993 PLAN OPTIONS THAT WERE PARTIALLY EXERCISED PRIOR TO JANUARY 22, 1997 MAY FALL INTO THIS CATEGORY.) NO REPRICED OPTION MAY BE IN THIS CATEGORY.]

2. Exercise Period of Option. This Option is fully vested and may be exercised in full as of the Date of Grant.

Intuit Inc.
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[CATEGORY #2: REPLACEMENT OF 1993 PLAN STOCK OPTION THAT HAS NOT YET VESTED OR HAS NOT YET FULLY VESTED AND THAT HAS NOT YET BEEN EXERCISED. NO REPRICED OPTION MAY BE IN THIS CATEGORY.]

2. Exercise Period of Option. This Option shall be exercisable as it vests. So long as Optionee continually provides services to the Company or any Subsidiary, Parent or Affiliate of the Company through the specified period, this Option shall vest as to portions of the Shares as follows: [ALTERNATIVE #1 - -- 4 YEAR VESTING SCHEDULE - 1 YEAR CLIFF THEN MONTHLY VESTING: This Option shall be vested as to twenty-five percent (25%) of the Shares on _____ and thereafter this Option shall vest as to 2.0833 percent of the Shares per month until this Option is exercisable with respect to one hundred percent (100%) of the Shares.] [ALTERNATIVE #2 -- 2 YEAR VESTING SCHEDULE - 50% PER YEAR: This Option shall be vested as to fifty percent (50%) of the Shares on _____ (the "First Vesting Date") and thereafter on the first anniversary of the First Vesting Date, this Option shall vest as to the remaining fifty percent (50%) of the Shares.]

Notwithstanding the foregoing, in the event of a sale of Intuit Services Corporation to another entity (the "Acquiror"), this Option shall continue to vest until the earlier of (i) the date the Optionee terminates employment with Acquiror and (ii) the first anniversary of the sale of Intuit Services Corporation to the Acquiror.

This Option will stop vesting on the date of Optionee's Termination and may only be exercised thereafter in accordance with Section 4 below.

[CATEGORY #3: REPLACEMENT OF REPRICED 1993 PLAN STOCK OPTION THAT HAS NOT YET FULLY VESTED, BUT WHICH HAS BEEN PARTIALLY EXERCISED.]

2. Exercise Period of Option. This Option may not be exercised until September 17, 1997 at which time the Optionee may exercise this Option to the extent that it has vested in accordance with the vesting schedule set forth in Section 2.1 below. Notwithstanding the foregoing, if one of the following events occurs prior to September 17, 1997, this Option may be exercised on the date of

such event to the extent that it has vested in accordance with the vesting schedule set forth in Section 2.1 below: (i) the Optionee's employment with the Acquiror terminates due to a reduction in force; (ii) the Optionee's employment is transferred to Intuit prior to or after the acquisition of Intuit Services Corporation and thereafter the Optionee is terminated by Intuit due to a reduction in force; (iii) the Optionee dies or becomes Disabled; or (iv) one of the corporate transactions described in Section 13.1 of this Grant occurs.

2.1 Vesting Schedule. So long as Optionee continually provides services to the Company or any Subsidiary, Parent or Affiliate of the Company through the specified period, this Option shall vest as to portions of the Shares as follows: [ALTERNATIVE #1 -- 4 YEAR VESTING SCHEDULE - 1 YEAR CLIFF THEN MONTHLY VESTING: This Option shall be vested as to twenty-five percent (25%) of the Shares on _____ and thereafter this Option shall vest as to 2.0833 percent of the Shares per month until this Option is exercisable with respect to one hundred percent (100%) of the Shares.] [ALTERNATIVE #2 -- 2 YEAR VESTING SCHEDULE - 50% PER Intuit Inc.
Stock Option Grant
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YEAR: This Option shall be vested as to fifty percent (50%) of the Shares on _____ (the "First Vesting Date") and thereafter on the first anniversary of the First Vesting Date, this Option shall vest as to the remaining fifty percent (50%) of the Shares.]

Notwithstanding the foregoing, in the event of a sale of Intuit Services Corporation to another entity (the "Acquiror"), this Option shall continue to vest until the earlier of (i) the date the Optionee terminates employment with Acquiror and (ii) the first anniversary of the sale of Intuit Services Corporation to the Acquiror.

This Option will stop vesting on the date of Optionee's Termination and may only be exercised thereafter in accordance with Section 4 below.

[CATEGORY #4: REPLACEMENT OF 1993 PLAN STOCK OPTION THAT HAS NOT YET FULLY VESTED, BUT WHICH HAS BEEN PARTIALLY EXERCISED. NO REPRICED OPTION MAY BE IN THIS CATEGORY.]

2. Exercise Period of Option. This Option shall be exercisable as it vests. This Option is vested as to [NUMBER OF VESTED SHARES ON THE DATE OF GRANT] Shares as of the Date of Grant. So long as Optionee continually provides services to the Company or any Subsidiary, Parent or Affiliate of the Company through the specified period, the remaining [NUMBER OF UNVESTED SHARES ON THE DATE OF GRANT] Shares shall vest as to [PERCENT OF THE TOTAL SHARES SUBJECT TO OPTION THAT VEST ON EACH MONTHLY VEST DATE] of the Total Shares Subject to Option on the [DAY OF THE MONTH ON WHICH THE OPTION VESTS EACH MONTH] day of each month following the Date of Grant until this Option is exercisable with respect to one hundred percent (100%) of the Shares.

Notwithstanding the foregoing, in the event of a sale of Intuit Services Corporation to another entity (the "Acquiror"), this Option shall continue to vest until the earlier of (i) the date the Optionee terminates employment with Acquiror and (ii) the first anniversary of the sale of Intuit Services Corporation to the Acquiror.

This Option will stop vesting on the date of Optionee's Termination and may only be exercised thereafter in accordance with Section 4 below.

[CATEGORY #5: NON-PLAN OPTION GRANTED BY COMPENSATION COMMITTEE ON JANUARY 20, 1997.]

2. Exercise Period of Option. This Option shall be exercisable as it vests. So long as Optionee continually provides services to the Company or any Subsidiary, Parent or Affiliate of the Company through the specified period, this Option shall vest as to portions of the Shares as follows: This Option shall be vested as to twenty-five percent (25%) of the Shares on _____ and thereafter this Option shall vest as to 2.0833 percent of the Shares per month until this Option is exercisable with respect to one hundred percent (100%) of the Shares.
Intuit Inc.
Stock Option Grant
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Notwithstanding the foregoing, in the event of a sale of Intuit Services Corporation to another entity (the "Acquiror"), this Option shall continue to vest until the earlier of (i) the date the Optionee terminates employment with Acquiror and (ii) the first anniversary of the sale of Intuit Services Corporation to the Acquiror.

This Option will stop vesting on the date of Optionee's Termination and may only be exercised thereafter in accordance with Section 4 below.

3. Compliance with Laws and Regulations. This Option may not be exercised unless such exercise is in compliance with all applicable federal and state securities laws as they are in effect on the date of exercise and the requirements of any stock exchange or national market system on which the Company's Common Stock may be listed on the date of exercise. The issuance and transfer of the Shares issuable upon exercise of this Option shall be subject to compliance by the Company and the Optionee with all applicable federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's Common Stock may be listed at the time of the issuance or transfer. Optionee understands that the Company is under no obligation to register, qualify or list the Shares with the Securities and Exchange Commission (the "SEC"), any state securities commission or any stock exchange or national market system to effect such compliance and the Company shall have no liability for any inability or failure to do so. This Option may not be exercised as to fewer than 100 shares unless it is exercised as to all shares as to which this Option is then exercisable.

4. Termination. This Option shall expire and may not be exercised on or after the Expiration Date. If Optionee is Terminated prior to the Expiration Date, this Option may be exercised only as set forth below in Sections 4.1 or 4.2.

4.1 Termination for Any Reason Except Death or Disability. If Optionee is Terminated for any reason except death or Disability, this Option, to the extent (and only to the extent) that it would have been exercisable by Optionee on the date of Termination, may be exercised by Optionee no later than ninety (90) days after the date of Termination, but in any event no later than the Expiration Date.

4.2 Termination Because of Death or Disability. If Optionee is Terminated because of death or Disability of Optionee, this Option, to the extent that it is exercisable by Optionee on the date of Termination, may be exercised by Optionee (or Optionee's legal representative) no later than twelve (12) months after the date of Termination, but in any event no later than the Expiration Date.

5. No Right to Employment. Nothing in this Grant shall confer on Optionee any right to continue in the employ of, or other relationship with, the Company or any Parent, Subsidiary or Affiliate of the Company or the Acquiror or limit in any way the right of the Company or any Parent, Subsidiary or Affiliate of the Company or the Acquiror to terminate Optionee's employment or other relationship at any time, with or without cause.

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6. Manner of Exercise.

6.1 Stock Option Exercise Agreement. To exercise this Option, Optionee (or in the case of exercise after Optionee's death, Optionee's executor, administrator, heir or legatee, as the case may be) must deliver to the Company an executed stock option exercise agreement in the form attached hereto as Exhibit A, or in such other form as may be approved by the Company from time to time (the "Exercise Agreement"), which shall set forth, among other things, Optionee's election to exercise this Option, the number of Shares being purchased, any restrictions imposed on the Shares and any representations, warranties and agreements regarding Optionee's investment intent and access to information as may be required by the Company to comply with applicable securities laws. If someone other than Optionee exercises this Option, then such person must submit documentation reasonably acceptable to the Company that such person has the right to exercise this Option.

6.2 Payment. The Exercise Agreement shall be accompanied by full payment of the Exercise Price for the Shares being purchased in cash (by check), or where permitted by law:

(a) provided that a public market for the Company's stock exists, (1) through a "same day sale" commitment from Optionee and a broker-dealer that is a member of the National Association of Securities Dealers (an "NASD Dealer") whereby Optionee irrevocably elects to exercise this Option and to sell a portion of the Shares so purchased to pay for the exercise price and whereby the NASD Dealer irrevocably commits upon receipt of such Shares to forward the exercise price directly to the Company, or (2) through a "margin" commitment from Optionee and an NASD Dealer whereby Optionee irrevocably elects to exercise this Option and to pledge the Shares so purchased to the NASD Dealer in a margin account as security for a loan from the NASD Dealer in the amount of the exercise price, and whereby the NASD Dealer irrevocably commits upon receipt of such Shares to forward the exercise price directly to the Company; or

(b) by any combination of the foregoing.

6.3 Tax Withholding. Prior to the issuance of the Shares upon exercise of this Option, Optionee must pay or make adequate provision for any applicable federal or state withholding obligations of the Company. If the

Committee permits, Optionee may provide for payment of withholding taxes upon exercise of this Option by requesting that the Company retain Shares with a Fair Market Value equal to the minimum amount of taxes required to be withheld. In such case, the Company shall issue the net number of Shares to the Optionee by deducting the Shares retained from the Shares issuable upon exercise.

6.4 Issuance of Shares. Provided that the Exercise Agreement and payment are in form and substance satisfactory to counsel for the Company, the Company shall cause the Shares to be issued in the name of Optionee, Optionee's legal representative or Optionee's assignee and shall cause to be delivered certificates representing the Shares with the appropriate legends affixed thereto.

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7. Nontransferability of Option. This Option may not be transferred in any manner other than by will or by the laws of descent and distribution and may be exercised during the lifetime of Optionee only by Optionee. The terms of this Option shall be binding upon the executors, administrators, successors and assigns of Optionee.

8. Tax Consequences. Set forth below is a brief summary as of the Date of Grant of some of the federal tax consequences of exercise of this Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

8.1 Exercise of Nonqualified Stock Option. There may be a regular federal income tax liability upon the exercise of this Option. Optionee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the Fair Market Value of the Shares on the date of exercise over the exercise price. The Company will be required to withhold from Optionee's compensation or collect from Optionee and pay to applicable taxing authorities an amount equal to a percentage of this compensation income at the time of exercise.

8.2 Disposition of Shares. If Shares are held for more than twelve (12) months after the date of the transfer of the Shares pursuant to the exercise of this Option, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes.

9. Privileges of Stock Ownership. Optionee shall not have any of the rights of a stockholder with respect to any Shares subject to this Option until the Optionee exercises this Option and pays the Exercise Price. After Shares are issued to the Optionee, the Optionee shall be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares.

10. Interpretation. Any dispute regarding the interpretation of this Grant shall be submitted by Optionee or the Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and Optionee.

11. Modification, Extension and Renewal. The Committee shall have the power to modify, extend or renew this Option and to authorize the grant of a new option in substitution therefor, provided that any such action may not, without the written consent of the Optionee, impair any rights under this Option. The Committee may reduce the Exercise Price of this Option without the consent of the Optionee affected by a written notice to the Optionee; provided, however, that the Exercise Price may not be reduced below the par value of the Shares.

12. Adjustment of Option Shares. In the event that the number of outstanding shares of Common Stock of the Company is changed by a stock dividend, stock split, reverse stock split, recapitalization, subdivision, combination, reclassification or similar change in the capital

Intuit Inc.
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structure of the Company without consideration, the number of Shares subject to this Option and the Exercise Price shall be proportionately adjusted, subject to any required action by the Board or stockholders of the Company and compliance with applicable securities laws; provided, however, that fractions of a Share shall not be issued but shall either be paid in cash at Fair Market Value or shall be rounded down to the nearest Share, as determined by the Committee; and provided further that the Exercise Price of this Option may not be decreased to below the par value of the Shares.

13. Corporate Transactions.

13.1 Assumption or Replacement of Options by Successor. In the event of (a) a merger or consolidation in which the Company is not the surviving corporation (other than a merger or consolidation with a wholly-owned

subsidiary, a reincorporation of the Company in a different jurisdiction, or other transaction in which there is no substantial change in the stockholders of the Company and this Option is assumed or replaced by the successor corporation, which assumption shall be binding on this Optionee), (b) a dissolution or liquidation of the Company, (c) the sale of substantially all of the assets of the Company, or (d) any other transaction which qualifies as a "corporate transaction" under Section 424(a) of the Code wherein the stockholders of the Company give up all of their equity interest in the Company (except for the acquisition, sale or transfer of all or substantially all of the outstanding shares of the Company), this Option may be assumed or replaced by the successor corporation, which assumption or replacement shall be binding on the Optionee. In the alternative, the successor corporation may substitute an equivalent option or provide substantially similar consideration to Optionee as was provided to stockholders (after taking into account the existing provisions of this Option). The successor corporation may also issue, in place of outstanding Shares of the Company held by the Optionee, substantially similar shares or other property subject to repurchase restrictions no less favorable to the Optionee. In the event such successor corporation, if any, refuses to assume or substitute this Option, as provided above, pursuant to a transaction described in this Section 13.1, this Option shall expire on such transaction at such time and on such conditions as the Board shall determine.

13.2 Other Treatment of Options. Subject to any greater rights granted to the Optionee under the foregoing provisions of this Section 13, in the event of the occurrence of any transaction described in Section 13.1, this Option shall be treated as provided in the applicable agreement or plan of merger, consolidation, dissolution, liquidation, sale of assets or other "corporate transaction."

14. Entire Agreement. This Grant and the Exercise Agreement constitute the entire agreement of the parties hereto and supersede all prior undertaking and agreements with respect to the subject matter hereof, and are governed by California law except for that body of law pertaining to choice of law or conflict of law.

15. Notices. Any notice required to be given or delivered to the Company under the terms of this Grant 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 Optionee shall

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be in writing and addressed to Optionee at the address indicated above or to such other address as such party may designate in writing from time to time to the Company. All notices shall be deemed to have been given or delivered upon: personal delivery; three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested); one (1) business day after deposit with any return receipt express courier (prepaid); or one (1) business day after transmission by facsimile.

16. Successors and Assigns. The Company may assign any of its rights under this Grant. This Grant shall be binding and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Grant shall be binding upon Optionee and Optionee's heirs, executors, administrators, legal representatives, successors and assigns.

17. Certain Definitions. As used in this Grant, the following terms shall have the following meanings:

(a) "Affiliate" means any corporation that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, another corporation, where "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to cause the direction of the management and policies of the corporation, whether through the ownership of voting securities, by contract or otherwise.

(b) "Board" means the Board of Directors of the Company.

(c) "Committee" means the committee appointed by the Board to administer this Option, or if no committee is appointed, the Board.

(d) "Disability" or "Disabled" means a disability within the meaning of Section 22(e)(3) of the Code, as determined by the Committee.

(e) "Fair Market Value" means, as of any date, the value of a share of the Company's Common Stock determined as follows:

(i) 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;

- (ii) if such Common Stock is publicly traded and is then listed on a national securities exchange, the 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;

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- (iii) if such Common Stock is publicly traded but is not quoted on the Nasdaq National Market nor listed or admitted to trading on a national securities exchange, the average of the closing bid and asked prices on such date, as reported by The Wall Street Journal, for the over-the-counter market; or
- (iv) if none of the foregoing is applicable, by the Board in good faith.

(f) "Parent" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if each of such corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(g) "Subsidiary" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(h) "Termination" or "Terminated" means, for purposes of the Grant with respect to Optionee, that the Optionee has ceased to provide services as an employee, director, consultant, independent contractor or advisor, to the Company or a Parent, Subsidiary or Affiliate of the Company, except 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 reinstatement upon the expiration of such leave is guaranteed by contract or statute. The Committee shall have sole discretion to determine whether the Optionee has ceased to provide services and the effective date on which the Optionee ceased to provide services. Notwithstanding the foregoing, in the event of a sale of Intuit Services Corporation to another entity (the "Acquiror"), the Optionee shall not be deemed to have Terminated until the earlier of (i) the date the Optionee terminates employment with the Acquiror and (ii) the first anniversary of the acquisition of Intuit Services Corporation by the Acquiror.

18. Acceptance. Optionee hereby acknowledges receipt of a copy of this Grant. Optionee has read and understands the terms and provisions hereof, and accepts this Option subject to all the terms and conditions of this Grant. Optionee acknowledges that there may be adverse tax consequences upon exercise of this Option or disposition of the Shares and that Optionee should consult a tax adviser prior to such exercise or disposition.

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

INTUIT INC.
By: _____
Name: _____
Title: _____

OPTIONEE

(Signature) _____

January 24, 1997

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 January 24, 1997 in connection with the registration under the Securities Act of 1933, as amended, of an aggregate of 115,141 shares of your Common Stock (the "Stock") subject to issuance by you pursuant to outstanding Stock Options (collectively, the "Options").

In rendering this opinion, we have examined the following:

- (1) the Registration Statement, together with the Exhibits filed as a part thereof, including, without limitation each of the Options and related documents;
- (2) the Prospectus prepared in connection with the Options and with the Registration Statement;
- (3) the minutes of meetings and actions by written consent of the Board of Directors and the Compensation Committee of the Board of Directors relating to the approval of the Options;
- (4) the Certificate of Incorporation of Intuit, as amended through January 18, 1996 and the Bylaws of Intuit, both as certified by Intuit on January 24, 1997;
- (5) a Management Certificate of even date herewith in which you have given us certain factual representations.

In our examination of documents for purposes of this opinion, we have assumed, and express no opinion as to the legal capacity of all natural persons, 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.

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 investigation or other attempt 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 115,141 shares of Stock that may be issued and sold by you pursuant to the Options when issued and sold in accordance with the applicable Option 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: /s/ Kenneth Linhares

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 registration of certain non plan option grants to purchase common stock of Intuit Inc. 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 fiscal year ended July 31, 1996, filed with the Securities and Exchange Commission.

ERNST & YOUNG LLP

Palo Alto, California

January 23, 1997