

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
Registration Statement under the Securities Act of 1933

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

DELAWARE
(State of incorporation)

77-0034661
(I.R.S. employer identification number)

2535 GARCIA AVENUE
MOUNTAIN VIEW, CALIFORNIA 94043
(Address of principal executive offices, including zip code)

OPTIONS GRANTED UNDER THE HUTCHISON AVENUE SOFTWARE CORPORATION STOCK OPTION
PLAN DATED JUNE 29, 1999 AND ASSUMED BY INTUIT INC.
(Full title of the plan)

CATHERINE L. VALENTINE, ESQ.
INTUIT INC.
P.O. BOX 7850, M.S. 52028
MOUNTAIN VIEW, CALIFORNIA 94039-7850
(650) 944-6656
(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

<TABLE>
<CAPTION>

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
<S> Common Stock </TABLE>	<C> 131,686 shares (1)	<C> \$3.50 (2)	<C> \$460,901 (2)	<C> \$128.13 (3)

- (1) Shares subject to options assumed as of August 10, 1999.
- (2) Weighted average per share exercise price of outstanding options assumed as of August 10, 1999.
- (3) Fee calculated pursuant to Section 6(b) of the Securities Act of 1933, as amended.

INTUIT INC.
REGISTRATION STATEMENT ON FORM S-8

PART II: INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

This registration statement relates to 131,686 shares of Common Stock, \$0.01 par value per share, of the Registrant, reserved for issuance on exercise of options granted under The Hutchison Avenue Software Corporation Stock Option Plan dated June 29, 1999. The options were assumed by the Registrant in connection with its acquisition of The Hutchison Avenue Software Corporation on August 10, 1999, in accordance with the terms of The Hutchison Avenue Software Corporation Share Purchase Agreement dated June 30, 1999.

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(a) 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 Registrant's annual report or prospectus referred to in (a) above.
- (c) The description of the Registrant's Common Stock contained in the Registrant's registration statement on Form 8-A 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 offered 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 4 DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5 INTERESTS OF NAMED EXPERTS AND COUNSEL

The validity of the issuance of the shares of Common Stock offered hereby will be passed upon for the Registrant by Catherine L. Valentine, Esq., Vice President, General Counsel and Secretary of the Registrant. As of August 10, 1999, Ms. Valentine held options to purchase 37,085 shares of Common Stock (of which 4,947 shares are exercisable within the next 60 days).

The consolidated financial statements and schedule of Registrant appearing in Registrant's Annual Report (Form 10-K) for the year ended July 31, 1998, have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon included therein and are 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.

2

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) 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, for an act or omission not in good faith, intentional misconduct, a knowing violation of law or deriving an improper personal benefit from a transaction); (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, by reason 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.

3

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

ITEM 7 EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8 EXHIBITS

- 4.01 The Hutchison Avenue Software Corporation Stock Option Plan dated June 29, 1999
- 4.02 Form of Stock Option Grant Agreement for use under The Hutchison Avenue Software Corporation Stock Option Plan dated June 29, 1999
- 4.03 Form of Assumption Agreement
- 4.04(1) Certificate of Incorporation of Intuit dated February 1, 1993
- 4.05(2) Certificate of Amendment to Intuit's Certificate of Incorporation dated December 14, 1993
- 4.06(3) Certificate of Amendment to Intuit's Certificate of Incorporation dated January 18, 1996
- 4.07(4) Certificate of Designations of Series B Junior Participating Preferred Stock dated May 1, 1998
- 4.08(5) Amended and Restated Rights Agreement, dated October 5, 1998
- 4.09(5) Certificate of Retirement of Series A Preferred Stock dated September 16, 1998
- 4.10(6) Bylaws of Intuit, as amended and restated effective April 29, 1998
- 4.11(5) Form of Specimen Certificate for Intuit's Common Stock
- 4.12(5) Form of Right Certificate for Series B Junior Participating Preferred Stock
- 5.01 Opinion of Counsel
- 23.01 Consent of Counsel (included in Exhibit 5.01)
- 23.02 Consent of Ernst & Young LLP, Independent Auditors
- 24.01 Power of Attorney (see page 8)

- -----

(1) Filed as an exhibit to Intuit's Registration Statement on Form S-1, filed with the Commission on February 3, 1993, as amended (File No. 33-57884), and

incorporated by reference.

- (2) Filed as an exhibit to Intuit's Form 10-K as originally filed with the Commission on October 31, 1994, as amended, and incorporated by reference.
- (3) Filed as an exhibit to Intuit's Form 10-Q for the quarter ended January 31, 1996, filed with the Commission on March 15, 1996 and incorporated by reference.
- (4) Filed as an exhibit to Intuit's Registration Statement on Form 8-A filed with the Commission on May 5, 1998 and incorporated by reference.
- (5) Filed as an exhibit to Intuit's Form 10-K for the fiscal year ended July 31, 1998, filed with the Commission on October 6, 1998 and incorporated by reference.

4

- (6) Filed as an exhibit to Intuit's Form 8-K filed with the Commission on May 2, 1998 and incorporated by reference.

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 twenty percent (20%) 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 with or furnished to the Commission 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 which 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 Sections 13(a) or 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 described in Item 6

hereof, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 Mountain View, State of California, on August 10, 1999.

INTUIT INC.

By: /s/ Greg J. Santora

 Greg J. Santora
 Senior Vice President and Chief
 Financial Officer

POWER OF ATTORNEY

By signing this Form S-8 below, I hereby appoint each of William H. Harris, Jr. and Greg J. Santora as my true and lawful attorneys-in-fact and agents, in my name, place and stead, to sign any and all amendments (including post-effective amendments) to this Form S-8 registration statement on my behalf, and to file this Form S-8 registration statement (including all exhibits and other documents related to the Form S-8 registration statement) with the Securities and Exchange Commission. I authorize each of my attorneys-in-fact to (1) appoint a substitute attorney-in-fact for himself and (2) perform any actions that he believes are necessary or appropriate to carry out the intention and purpose of this Power of Attorney. I ratify and confirm all lawful actions taken directly or indirectly by my attorneys-in-fact and by any properly appointed substitute attorneys-in-fact.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<TABLE>

<CAPTION>

NAME	TITLE	DATE
-----	-----	-----
<S>	<C>	<C>
PRINCIPAL EXECUTIVE OFFICER:		
/s/ William H. Harris, Jr.	President, Chief Executive Officer and Director	August 10, 1999
----- William H. Harris, Jr.		
PRINCIPAL FINANCIAL OFFICER AND PRINCIPAL ACCOUNTING OFFICER:		
/s/ Greg J. Santora	Senior Vice President and Chief Financial Officer	August 10, 1999
----- Greg J. Santora		
ADDITIONAL DIRECTORS:		
/s/ William V. Campbell	Chairman of the Board of Directors	August 10, 1999
----- William V. Campbell		

/s/ Christopher W. Brody ----- Christopher W. Brody	Director	August 10, 1999
/s/ Scott D. Cook ----- Scott D. Cook	Director	August 10, 1999
- ----- L. John Doerr	Director	_____, 1999
/s/ Donna L. Dubinsky ----- Donna L. Dubinsky	Director	August 10, 1999
/s/ Michael R. Hallman ----- Michael R. Hallman	Director	August 10, 1999
/s/ Burton J. McMurtry ----- Burton J. McMurtry	Director	August 10, 1999

</TABLE>

8

<TABLE>
<CAPTION>

EXHIBIT INDEX

Exhibit Number -----	Description -----
<S>	<C>
4.01	The Hutchison Avenue Software Corporation Stock Option Plan dated June 29, 1999
4.02	Form of Stock Option Grant Agreement for use under The Hutchison Avenue Software Corporation Stock Option Plan dated June 29, 1999
4.03	Form of Assumption Agreement
4.04(1)	Certificate of Incorporation of Intuit dated February 1, 1993
4.05(2)	Certificate of Amendment to Intuit's Certificate of Incorporation dated December 14, 1993
4.06(3)	Certificate of Amendment to Intuit's Certificate of Incorporation dated January 18, 1996
4.07(4)	Certificate of Designations of Series B Junior Participating Preferred Stock dated May 1, 1998
4.08(5)	Amended and Restated Rights Agreement, dated October 5, 1998
4.09(5)	Certificate of Retirement of Series A Preferred Stock dated September 16, 1998
4.10(6)	Bylaws of Intuit, as amended and restated effective April 29, 1998
4.11(5)	Form of Specimen Certificate for Intuit's Common Stock
4.12(5)	Form of Right Certificate for Series B Junior Participating Preferred Stock
5.01	Opinion of Counsel
23.01	Consent of Counsel (included in Exhibit 5.01)
23.02	Consent of Ernst & Young LLP, Independent Auditors
24.01	Power of Attorney (see page 8)

</TABLE>

- -----
- (1) Filed as an exhibit to Intuit's Registration Statement on Form S-1, filed with the Commission on February 3, 1993, as amended (File No. 33-57884), and incorporated by reference.
 - (2) Filed as an exhibit to Intuit's Form 10-K as originally filed with the Commission on October 31, 1994, as amended, and incorporated by reference.

- (3) Filed as an exhibit to Intuit's Form 10-Q for the quarter ended January 31, 1996, filed with the Commission on March 15, 1996 and incorporated by reference.
- (4) Filed as an exhibit to Intuit's Registration Statement on Form 8-A filed with the Commission on May 5, 1998 and incorporated by reference.
- (5) Filed as an exhibit to Intuit's Form 10-K for the fiscal year ended July 31, 1998, filed with the Commission on October 6, 1998 and incorporated by reference.
- (6) Filed as an exhibit to Intuit's Form 8-K filed with the Commission on May 2, 1998 and incorporated by reference.

THE HUTCHISON AVENUE SOFTWARE CORPORATION

STOCK OPTION PLAN

1. PURPOSE. The purpose of the Plan is to provide incentives to retain and motivate eligible persons whose present and potential contributions are important to the success of the Company (or any Parent, Subsidiary or Affiliate of the Company), by offering those persons an opportunity to participate in the Company's future performance through awards of Options. Capitalized terms are defined in Section 19 if they are not otherwise defined in other sections of the Plan.

2. SHARES SUBJECT TO THE PLAN.

2.1 Number of Shares Available. Subject to Sections 2.2 and 14, the total number of Shares reserved and available for grant and issuance pursuant to Options under the Plan shall be _____ Shares. At all times the Company will reserve and keep available a sufficient number of Shares to satisfy the requirements of all outstanding Options granted under the Plan.

2.2 Adjustment of Shares. If the number of outstanding Shares is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company, without consideration, then (a) the number of Shares reserved for issuance under the Plan and (b) the Exercise Prices of and number of Shares subject to outstanding Options, will be proportionately adjusted, subject to any required action by the stockholders of the Company and compliance with applicable securities laws; provided that fractions of a Share will not be issued but will either be paid in cash at Fair Market Value, or will be rounded up to the nearest Share, as determined by the Committee.

3. ELIGIBILITY. Options may be granted to employees, officers, consultants, independent contractors and advisors of the Company or any Parent, Subsidiary or Affiliate of the Company. Only consultants, contractors and advisors that render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction may be granted Options under the Plan. A person may be granted more than one Option under the Plan.

4. ADMINISTRATION.

4.1 Committee Authority. The Plan shall be administered by the Committee. Subject to the terms and conditions of the Plan, the Committee will have full power to implement and carry out the Plan. Without limiting the previous sentence, provided that no amendment which is detrimental to a Participant may be made to any outstanding Option without the consent of the Participant, the Committee will have the authority to:

- (a) construe and interpret the Plan, any Stock Option Agreement and any other agreement or document executed pursuant to the Plan;
- (b) determining the forms and agreements used in connection with the Plan;
- (c) select persons to receive Options;
- (d) determine the terms of Options;
- (e) determine the number of Shares subject to Options;
- (f) determine whether Options will be granted singly, in combination, or in tandem with, in replacement of, or as alternatives to, other Options under the Plan or any other incentive or compensation plan of the Company or any Parent, Subsidiary or Affiliate of the Company;
- (g) grant waivers of Plan or Option conditions;
- (h) determine the vesting and exercisability of Options;
- (i) correct any defect, supply any omission, or reconcile any inconsistency in the Plan, any Option or any Stock Option Agreement; or
- (j) make all other determinations necessary or advisable for the administration of the Plan.

5. OPTIONS. The Committee may grant Options to eligible persons and will determine (a) the number of Shares subject to the Option, (b) the Exercise Price of the Option, (c) the period during which the Option may be exercised, and (d)

all other terms and conditions of the Option, subject to the following:

5.1 Form of Option Grant. Each Option granted under the Plan will be evidenced by a Stock Option Agreement. The Stock Option Agreement will be substantially in a form (which need not be the same for each Participant) that the Committee has from time to time approved, and will comply with and be subject to the terms and conditions of the Plan.

5.2 Date of Grant. The date of grant of an Option will be the date set out in the Stock Option Agreement. The Stock Option Agreement and the Plan will be delivered to the Participant within a reasonable time after the Option is granted. The Plan and any other required documents may be delivered in any manner (including electronic distribution or posting) that meets applicable legal requirements.

5.3 Exercise Period and Expiration Date. Options will be exercisable within the times set forth in the Stock Option Agreement, subject to the provisions of Section 5.5, and subject to Company policies established by the Committee from time to time with respect to vesting during leaves of absences. The Stock Option Agreement shall set forth the last date that the Option may be exercised (the "EXPIRATION DATE").

5.4 Exercise Price. The Exercise Price of an Option will be determined by the Committee and set out in the Stock Option Agreement when the Option is granted and may be less than the Fair Market Value of the Shares subject to the Option at the date of grant. Payment for the Shares purchased upon the exercise of an Option must be made in accordance with Section 6 of the Plan and the Stock Option Agreement.

5.5 Termination.

(a) Vesting. Any Option granted to a Participant will cease to vest on the Participant's Termination Date, unless the Participant is Terminated for: (i) "total disability" (as defined in this Section 5.5(a)); (ii) death (or his or her death occurs within three months of Termination for reasons other than Cause); or (iii) reasons other than Cause. Options granted to a Participant who is an employee will vest as to 100%, if the Participant is Terminated due to "total disability" or death (or his or her death occurs within three months of Termination for reasons other than Cause). For purposes of this Section 5.5(a) "total disability" shall mean: (A) (1) for so long as such definition is used for purposes of the Company's group life insurance and accidental death and dismemberment plan or group long term disability plan, that the Participant is unable to perform each of the material duties of any gainful occupation for which the Participant is or becomes reasonably fitted by training, education or experience and which total disability is in fact preventing the Participant from engaging in any employment or occupation for wage or profit; or, (2) if such definition has changed, such other definition of "total disability" as determined under the Company's group life insurance and accidental death and dismemberment plan or group long term disability plan; and (B) the Company shall have received from the Participant's primary physician a certification that the Participant's total disability is likely to be permanent. In the event a Participant is Terminated by the Company, or any Subsidiary, Parent or Affiliate of the Company, for reasons other than Cause, fifty percent (50%) of each Option granted to such Participant that has not yet vested on the date that the Participant is Terminated shall immediately vest and the remaining unvested portion of each such Option shall automatically expire and terminate.

(b) Post-Termination Exercise Period. Following a Participant's Termination, the Participant's Option may be exercised to the extent vested, subject to Section 5.5(a):

- (i) no later than 90 days after the Termination Date if a Participant is Terminated for any reason except death or Disability, unless a longer time period, not exceeding five years, is specifically

2

set forth in the Participant's Stock Option Agreement; provided that no Option may be exercised after the Expiration Date of the Option; or

- (ii) no later than (A) twelve months after the Termination Date in the case of Termination due to Disability or (B) eighteen months after the Termination Date in the case of Termination due to death or if a Participant dies within three months of the Termination Date, unless a longer time period, not exceeding five years, is specifically set forth in the Participant's Stock Option Agreement; provided that no Option may be exercised after the Expiration Date of the Option.

5.6 Limitations on Exercise. The Committee may specify a reasonable minimum number of Options that may be exercised at any time.

5.7 Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor; provided that any such action may not, without the written consent of Participant, impair any of Participant's rights under any Option previously granted. The Committee may reduce the Exercise Price of outstanding Options without the consent of Participants affected, by a written notice to them.

6. PAYMENT FOR SHARE PURCHASES.

6.1 Payment. Payment for Shares purchased pursuant to the exercise of an Option may be made by any of the following methods (or any combination of such methods) that are described in the applicable Stock Option Agreement and that are permitted by law:

- (a) in cash (by check);
- (b) by cancellation of indebtedness of the Company to the Participant;
- (c) by waiver of compensation due or accrued to Participant for services rendered;
- (d) provided that a public market for the Company's stock exists:
 - (1) through a "same day sale" commitment from the Participant and a broker-dealer that is a member of the National Association of Securities Dealers (an "NASD DEALER") whereby the Participant irrevocably elects to exercise the 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 the Participant and an NASD Dealer whereby the Participant irrevocably elects to exercise the 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
- (e) by any combination of the foregoing.

6.2 Loan Guarantees. The Committee may, in its sole discretion, help a Participant pay for Shares purchased under the Plan by authorizing a guarantee by the Company of a third-party loan to the Participant.

6.3 Issuance of Shares. Upon payment of the applicable Exercise Price (or a commitment for payment from the NASD Dealer designated by the Participant in the case of an exercise by means of a "same day sale" or "margin" commitment) and compliance with other conditions and procedures established by the Company for the purchase of shares, the Company shall issue the Shares registered in the name of Participant (or in the name of the NASD Dealer designated by the Participant in the case of an exercise by means of a "same day sale" or "margin" commitment) and shall deliver certificates representing the Shares (in physical or electronic, as appropriate). The Shares may be subject to legends or other restrictions as necessary to comply with Section 11 of the Plan.

3

7. WITHHOLDING TAXES. Whenever Shares are to be issued in satisfaction of Options granted under this Plan, the Company may require the Participant to remit to the Company an amount sufficient to satisfy any withholding tax requirements prior to the delivery of any certificate or certificates for such Shares. Whenever, under this Plan, payments in satisfaction of Options are to be made in cash, such payment will be net of an amount sufficient to satisfy withholding tax requirements.

8. PRIVILEGES OF STOCK OWNERSHIP. No Participant will have any rights as a stockholder of the Company with respect to any Shares until the Shares are issued to the Participant. After Shares are issued to the Participant, the Participant will be a stockholder and have all the rights of a stockholder with respect to the Shares.

9. TRANSFERABILITY. Options granted under the Plan, and any interest therein, shall not be transferable or assignable by the Participant, and may not be made subject to execution, attachment or similar process, otherwise than by will or by the laws of descent and distribution or as consistent with the Plan and specific Stock Option Agreement provisions relating thereto. During the lifetime of the Participant an Option shall be exercisable only by the Participant, and any elections with respect to an Option may be made only by the

Participant.

10. CERTIFICATES. All certificates for Shares or other securities delivered under the Plan (whether in physical or electronic form, as appropriate) will be subject to stock transfer orders, legends and other restrictions that the Committee deems necessary or advisable, including without limitation restrictions under any applicable securities law, or any rules, regulations and other requirements of the regulatory authorities or any stock exchanges or automated quotation system on which the Shares may be listed.

11. SECURITIES LAW AND OTHER REGULATORY COMPLIANCE. An Option shall not be effective unless the Option is in compliance with all applicable state, provincial, federal and foreign securities laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system on which the Shares may then be listed, as they are in effect on the date of grant of the Option and also on the date of exercise or other issuance. Notwithstanding any other provision in the Plan, the Company shall have no obligation to issue or deliver certificates for Shares under the Plan prior to (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable, and/or (b) completion of any registration or other qualification of such shares under any state, federal or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company shall be under no obligation to register the Shares with any securities regulatory authority or to effect compliance with the registration, qualification or listing requirements of any state, provincial, federal or foreign securities laws, stock exchange or automated quotation system, and the Company shall have no liability for any inability or failure to do so.

12. NO OBLIGATION TO EMPLOY. Nothing in the Plan or any Option granted under the Plan shall confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Parent, Subsidiary or Affiliate of the Company or limit in any way the right of the Company or any Parent, Subsidiary or Affiliate of the Company to terminate Participant's employment or other relationship at any time, with or without Cause.

13. EXCHANGE AND BUYOUT OF OPTIONS. The Committee may, at any time or from time to time, authorize the Company, with the consent of the respective Participants, to issue new Options in the Company or in any Parent or Affiliate in exchange for the surrender and cancellation of any or all outstanding Options. The Committee may at any time buy from a Participant an Option previously granted with payment in cash, Shares or other consideration, based on such terms and conditions as the Committee and the Participant shall agree.

14. CORPORATE TRANSACTIONS.

14.1 Assumption of Options by Acquirer or Acquirer's Parent. In the event that all of the outstanding share capital of the Company is acquired by another legal entity, the acquiring legal entity or its Parent may assume the Options granted under this Plan. Upon assumption of an Option, the Participant shall have no further rights to purchase Shares of the Company pursuant to such Option and the Participant shall instead acquire rights to purchase shares of the acquiring legal entity or its Parent subject to the same terms as the Option outstanding immediately prior to the assumption, except that the number of shares and Exercise Price may be adjusted pursuant to the terms of the agreement for the acquisition of all of the outstanding share capital of the Company. It is intended that the disposition by the Participant of

4

his or her rights to purchase Shares of the Company under the Option and the acquisition by such Participant of such rights to purchase shares in the acquiring legal entity or its Parent shall meet the requirements of Subsection 7(1.4) of the Income Tax Act (Canada) and any corresponding provision of any relevant provincial legislation.

14.2 Assumption or Replacement of Options in a Corporate Transaction. 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 the Options granted under the Plan are assumed or replaced by the successor corporation, which assumption shall be binding on all Participants), (b) a dissolution or liquidation of the Company, (c) the sale of substantially all of the assets of the Company, or (d) a merger or consolidation in which the Company is the surviving corporation wherein the stockholders of the Company give up all of their equity interest in the Company (collectively, a "CORPORATE TRANSACTION"), any or all outstanding Options may be assumed by or replaced with equivalent options by the successor corporation, which assumption or replacement shall be binding on all Participants. In the alternative, the successor corporation may substitute equivalent Options or provide substantially similar consideration to Participants as was provided to

stockholders (after taking into account the existing provisions of the Options). In the event such successor corporation, if any, refuses to assume or replace the Options, as provided above, pursuant to a Corporate Transaction, such Options shall expire in connection with the Corporate Transaction at such time and on such conditions as the Board shall determine. For purposes of this Section 14.2, "Company" shall mean the issuer of the securities for which the Options are exercisable immediately prior to the Corporate Transaction.

14.3 Other Treatment of Options. Subject to any greater rights granted to Participants under Section 14.2, in the event of the occurrence of a Corporate Transaction, any outstanding Options shall be treated as provided in the applicable agreement or plan of merger, consolidation, dissolution, liquidation or sale of assets.

15. ADOPTION. The Plan is effective on the date that it is adopted by the Board (the "EFFECTIVE DATE").

16. TERM OF PLAN. The Plan will terminate ten years from the Effective Date.

17. NONEXCLUSIVITY OF THE PLAN; UNFUNDED PLAN. Neither the adoption of the Plan by the Board nor any provision of the Plan shall be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of stock options otherwise than under the Plan, and such arrangements may be either generally applicable or applicable only in specific cases. The Plan shall be unfunded. Neither the Company nor the Board shall be required to segregate any assets that may at any time be represented by Options made pursuant to the Plan. Neither the Company, the Committee, nor the Board shall be deemed to be a trustee of any amounts to be paid under the Plan.

18. ENUREMENT. This Plan shall be binding on and enure to the benefit of the Company's legal successors and permitted assigns.

19. DEFINITIONS. As used in the Plan, 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) "CAUSE" shall, in addition to such meaning as shall have been or shall hereafter be ascribed to such term or similar terms from time to time by the jurisprudence or law, a serious reason, mean: (i) a willful failure or refusal by the Participant to perform his or her customary duties or services for the Company, or any Parent, Subsidiary or Affiliate of the Company, without lawful justification; (ii) the Participant's conviction for a criminal act or other offense pursuant to the provisions of the Criminal Code of Canada or any other criminal or penal statute of any jurisdiction which the Company, or any Parent, Subsidiary or Affiliate of the Company, reasonably determines may have an adverse effect upon the reputation or

5

good will of the Company, or any Parent, Subsidiary or Affiliate of the Company, or on the performance of the Participant's duties; (iii) a breach by the Participant of, or his or her failure or refusal to perform, in any material respect, any of his or her obligations under any employment agreement, employee invention and confidentiality agreement or such other material written agreement between Participant and the Company, or any Parent, Subsidiary or Affiliate of the Company; (iv) Participant's deficient job performance provided Participant fails to cure such deficiency in all material respects within a reasonable period of time, but no later than thirty (30) days after receipt of notice; (v) Participant's violation of any published employment policy or practice of the Company provided he or she fails to adhere to such policy/practice within a reasonable period of time, but no later than thirty (30) days, after receipt of notice; or (vi) gross negligence or willful misconduct or fraud by the Participant in the performance of his or her duties.

- (d) "COMMITTEE" means the committee appointed by the Board to

administer the Plan. If no Committee is appointed, the Board shall act as the Committee.

- (e) "COMPANY" means The Hutchison Avenue Software Corporation or any successor corporation or other successor entity.
- (f) "DISABILITY" means a disability which is total and permanent as determined by the Committee.
- (g) "EXERCISE PRICE" means the price at which a Participant who holds an Option may purchase the Shares issuable upon exercise of the Option.
- (h) "FAIR MARKET VALUE" means, as of any date, the value of a share of the Company's Common Stock determined by the Board of Directors of the Company in good faith.
- (i) "OPTION" means an award of an option to purchase Shares pursuant to Section 5 of the Plan.
- (j) "PARENT" means any legal entity (other than the Company) in an unbroken chain of legal entities ending with the Company, if at the time of the granting of an Option under the Plan, each of such legal entities 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 legal entities in such chain.
- (k) "PARTICIPANT" means a person who receives an Option under the Plan.
- (l) "PLAN" means The Hutchison Avenue Software Corporation Stock Option Plan, as amended from time to time.
- (m) "SHARES" means shares of the Company's Common Stock, and, upon the assumption of the Options by any successor legal entity or its Parent in the circumstances described in Sections 14.1 or 14.2, the common shares or shares of common stock of such successor legal entity or Parent, reserved for issuance under the Plan, as adjusted pursuant to Sections 2.2 and 14.
- (n) "STOCK OPTION AGREEMENT" means the form of Stock Option Plan Grant Agreement attached hereto as Exhibit "A", an agreement evidencing the award of an Option.
- (o) "SUBSIDIARY" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of granting of the Option, 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.
- (p) "TERMINATION" or "TERMINATED" means, for purposes of the Plan with respect to a Participant, that the Participant has ceased to provide services as an employee, consultant, independent contractor or advisor, to the Company or a Parent, Subsidiary or Affiliate of the Company; provided that a Participant shall not be deemed to be Terminated if the Participant is on a leave of absence approved by the Committee or by an officer of the Company designated by the Committee; and provided further, that during any approved leave of absence, vesting of Options shall be suspended or continue in accordance with guidelines established from time to time by the Committee. The effective date on which a Participant ceases to provide services is referred to throughout this Plan as the "TERMINATION DATE".

Grant No.: _____

Exhibit A
to
The Hutchison Avenue Software Corporation
Stock Option Plan

Grant Agreement

THE HUTCHISON AVENUE SOFTWARE CORPORATION STOCK OPTION PLAN GRANT AGREEMENT

The Hutchison Avenue Software Corporation (the "Company"), hereby grants nonqualified stock options ("Options") to the Participant named below, pursuant to the Company's Stock Option Plan (the "Plan"), to purchase shares of the Company's Common Stock ("Common Stock") as described below. The Options are subject to all of terms and conditions of the Plan, which is attached to this Agreement and is incorporated into this Agreement by reference. All capitalized terms in this Agreement that are not defined in the Agreement have the meanings given to them in the Plan. Notwithstanding the foregoing, for a period of forty-five days following the Date of Grant set forth below, the Options are subject to cancellation by the Company for any reason, and at any time, without compensation to the Participant. Such right of cancellation shall terminate effective immediately prior to the closing of a transaction described in Section 14.1 of the Plan or the occurrence of a Corporate Transaction as defined in Section 14.2 of the Plan.

<TABLE>
<S>

Name of Participant:	(FirstName) (LastName)
Address	(AddressLine1) (City) (State) (ZipCode)
Number of Options:	** (SharesGranted) **
Exercise Price Per Option:	(OptionPrice)
Date of Grant:	
First Vesting Date:	(Period1VestDate)
Expiration Date:	
Vesting Schedule:	So long as Participant is employed by the Company or any of its Subsidiaries, 25% of the Options will vest on the First Vesting Date; then 2.0833% of the Options will vest on each monthly anniversary of the First Vesting Date until 100% vested. On Termination, the Options shall either cease to vest or, in the event Participant is totally disabled or dies as provided in Section 5.5 of the Plan, accelerate in full. In the event that Participant is Terminated without Cause, 50% of all of the Options granted which have not vested shall vest immediately as provided in Section 5.5(a) of the Plan and the remaining Options shall expire. Following Termination, Participant may exercise the Options only as provided in Section 5.5 of the Plan. Vesting may also be suspended in accordance with Company policies with respect to vesting during leaves of absences, as described in Section 5.3 of the Plan.
	To exercise Options, Participant must follow the procedures established by the Company, as described the Plan. Options may be exercised only to the extent they are vested. Payment of the Exercise Price for the Options may be made in cash (by check) and/or, if a public market exists for the Company's Common Stock, by means of a Same-Day-Sale Commitment or Margin Commitment from Participant and an NASD Dealer (as described in Section 9.1 of the Plan). Upon exercise of the Options, Participant understands that the Company may be required to withhold taxes.

</TABLE>
This Agreement (including the Plan, which is incorporated by reference) constitutes the entire agreement between the Company and the Participant with respect to the Options, and supersedes all prior agreements or promises with respect to the Options. Except as provided in the Plan, this Agreement may be amended only by a written document signed by the Company and the Participant. Subject to the terms of the Plan, the Company may assign any of its rights and obligations under this Agreement to its Parent, and this Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the Company. Subject to the restrictions on transfer of the Options described in the Plan, this Agreement shall be binding on Participant's permitted successors and assigns (including heirs, executors, administrators and legal representatives). All notices required under this Agreement or the Plan must be mailed or hand-delivered to the Company or the Participant at their respective addresses set forth in this Agreement, or at such other address designated in writing by either of the parties to the other.

The Company has signed this Option Agreement effective as the Date of Grant.

THE HUTCHISON AVENUE SOFTWARE CORPORATION
1435 Bleury Street #700
Montreal, Quebec
H3A 2H7

By: _____

PARTICIPANT'S ACCEPTANCE

I accept this Agreement and agree to the terms and conditions in this Agreement and the Plan. I acknowledge that I have received a copy of the Plan, and I understand and agree that this Agreement is not meant to interpret, extend, or change the Plan in any way, nor to represent the full terms of the Plan. If there is any discrepancy, conflict or omission between this Agreement and the provisions of the Plan as interpreted by the Company, the provisions of the Plan shall apply. I understand and agree that for a

period ending forty-five days following the Date of Grant (or, if earlier, the closing of a transaction described in Section 14.1 of the Plan or the occurrence of a Corporate Transaction as defined in Section 14.2 of the Plan) the Company may cancel the Options for any reason, and at any time, without compensation to me. I further acknowledge and agree that in the event that all of the outstanding share capital of the Company is acquired by another legal entity and the acquiring legal entity or its Parent legal entity assumes the Options, I shall have no further rights to purchase Shares of the Company pursuant to such Options and shall instead acquire rights to purchase shares of the acquiring legal entity or its parent legal entity subject to the same terms as the Options, except that the number of Shares subject to the Options and the Exercise Price per Share subject to the Options may be adjusted pursuant to the terms of the agreement for the acquisition of all of the outstanding share capital of the Company. I hereby agree to be bound by any such adjustment.

The Participant confirms his/her express wish that this Agreement be drawn up in the English language. Les parties aux presentes acceptent que la presente entente soit redigee en langue anglaise.

Signature: _____

Date: _____

IMPORTANT INFORMATION REGARDING YOUR STOCK OPTIONS

Please staple this memorandum to your original The Hutchison Avenue Software Corporation Stock Option Plan Grant Agreement (the "HASC Option Agreement"). It describes the terms of the assumption by Intuit Inc. ("Intuit") of the Hutchison Avenue Software Corporation ("HASC") options issued to you on June ____, 1999 (the "HASC Options"). All of the terms and conditions attaching to the options are set out in the HASC Option Agreement and the HASC Stock Option Plan. No other documentation detailing the terms of your HASC Options or the assumption thereof by Intuit will be issued to you.

TO: [insert name of holder]

FROM: Intuit

DATE:

On [the Closing Date] Intuit NS ULC, a wholly owned subsidiary of Intuit, completed its acquisition of all of the shares in the capital of HASC pursuant to the terms of a Share Purchase Agreement entered into as of June 30, 1999. As a result of this transaction, your option to purchase shares of HASC under the HASC Options has been assumed by Intuit and converted into an option to purchase shares of Intuit Common Stock (the "INTUIT OPTION").

The attached Share and Exercise Price Summary indicates as of [the Closing Date] the number of shares of Intuit Common Stock subject to your Intuit Option and the exercise price per share of Intuit Common Stock you must pay to exercise your Intuit Option.

The number of shares of Intuit Common Stock subject to your Intuit Option and the exercise price per share of your Intuit Option were calculated based on a conversion ratio that takes into account the relative values of Intuit Common Stock and HASC Common Stock. This conversion ratio and the calculation of the number of shares and exercise price of your Intuit Option is detailed on the attached Share and Exercise Price Summary.

The other terms and conditions of your HASC Option remain unchanged. Upon the assumption and conversion of the HASC Options by Intuit into Intuit Options, which became effective on [the Closing Date], you will have no further rights or entitlements under the HASC Options to acquire HASC shares.

In the event of a change in capitalization of Intuit or a Corporate Transaction, as defined in Section 14.2 of the HASC Stock Option Plan, your Intuit Option will be treated in the same manner as options to purchase Intuit Common Stock held by Intuit employees.

Intuit will file a Form S-8 Registration Statement covering your Intuit Option and the underlying shares with the United States Securities and Exchange Commission on or before

[INSERT DATE]. NOTE: If you exercise your Intuit Options before the date on which the S-8 Registration Statement becomes effective, your shares will be subject to securities laws restrictions that will prohibit the public sale of the shares for one year. Accordingly, you should consult with your legal advisor prior to exercising any shares before the effective date of the Form S-8 Registration Statement. You should also consult your individual tax advisor at the time of any stock option exercise.

If you have any questions about your Intuit Option, please contact Intuit's stock option administrator, Sharon Savatski, at (650) 944-6504, or via email at Sharon_Savatski@intuit.com. By signing below you consent to the terms of the assumption and conversion of your HASC Options by Intuit into Intuit Options as described above and that you have no further option or right to HASC shares.

This agreement and the Intuit Option shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

THE PARTICIPANT CONFIRMS HIS/HER EXPRESS WISH THAT THIS AGREEMENT BE DRAWN UP IN THE ENGLISH LANGUAGE. LES PARTIES AUX PRESENTES ACCEPTENT QUE LA PRESENTE ENTENTE SOIT REDIGEE EN LANGUE ANGLAISE.

By: _____
[NAME OF OFFICER AUTHORIZED TO SIGN]
[TITLE OF OFFICER AUTHORIZED TO SIGN]

Acknowledged, accepted and agreed:

[optionee]

SHARE AND EXERCISE PRICE SUMMARY

Name of Optionee: _____

Address: _____

Social Insurance #/Social Security #:

Date of Grant of
HASC Options: _____

Number of HASC Shares
Subject to
HASC Options: _____

Multiplied By Conversion Ratio: [INSERT CONVERSION RATIO]

Number of Intuit Shares
Subject to
Intuit Option: _____

Exercise Price per Share of
HASC Options: _____

Divided By Conversion Ratio: [INSERT CONVERSION RATIO]

Exercise Price per Share of
Intuit Option: _____

[INTUIT INC. LETTERHEAD]

August 11, 1999

Securities and Exchange Commission
450 Fifth Street N.W.
Washington, D.C. 20549

Subject: Intuit Inc.

Ladies and Gentlemen

This opinion is provided in connection with a Form S-8 Registration Statement (the "Registration Statement") being filed by Intuit Inc. (the "Company") on or about August 10, 1999. The Registration Statement relates to the registration of 131,686 shares of the Company's Common Stock, par value \$0.01 per share (the "Shares"). The Shares have been reserved for issuance upon the exercise of options granted under The Hutchison Avenue Software Corporation Stock Option Plan dated June 29, 1999 (the "Plan") and assumed by the Company upon the Company's acquisition of The Hutchison Avenue Software Corporation. The options were assumed by the Company pursuant to the terms of The Hutchison Avenue Software Corporation Share Purchase Agreement dated as of June 30, 1999 (the "Purchase Agreement") by and among the Company, Intuit NS ULC, a wholly owned subsidiary of the Company, The Hutchison Avenue Software Corporation and the individuals listed on the Schedule of Sellers attached thereto as Exhibit C.

For purposes of this opinion, I have examined copies of (i) the Registration Statement, (ii) the Certificate of Incorporation of the Company, as amended to date, (iii) the Bylaws of the Company, as amended to date, (iv) the Plan, (v) the Purchase Agreement, (vi) resolutions of the Board of Directors and stockholders of The Hutchison Avenue Software Corporation relating to adoption of the Plan and (vii) resolutions of the Board of Directors of the Company relating to the Purchase Agreement and the transactions contemplated by the Purchase Agreement, including assumption of the options. In rendering the opinion expressed herein, I have assumed the genuineness of all signatures, the authenticity of all documents, instruments and certificates purporting to be originals, the conformity with the original documents, instruments and certificates of all documents, instruments and certificates purporting to be copies, and the legal capacity to sign of all individuals executing documents, instruments and certificates. I have also assumed that all Shares will be issued pursuant to the Plan for a purchase price of not less than \$0.01 per share.

Based upon and subject to the foregoing and to the effectiveness of the Registration Statement, I am of the opinion that the Shares that may be issued by the Company pursuant to the Plan, when issued and paid for in accordance with the Plan, will be legally issued, fully paid and non-assessable.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, I do not admit thereby that I come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ CATHERINE L. VALENTINE

Catherine L. Valentine
Vice President and General Counsel

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S8) pertaining to Options granted under the Hutchison Avenue Software Corporation Stock Option Plan dated June 29, 1999 and assumed by Intuit Inc. and to the incorporation by reference therein of our report dated August 19, 1998 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, 1998, filed with the Securities and Exchange Commission.

Palo Alto, California
August 12, 1999