UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15D OF THE
SECURITIES EXCHANGE ACT OF 1934**

July 25, 2006
Date of Report (Date of earliest event reported)

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

Delaware	000-21180	77-0034661
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2700 Coast Avenue
Mountain View, CA 94043

(Address of principal executive offices, including zip code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 1.01 Entry into a Material Definitive Agreement.

Approval of Fiscal Year 2006 Bonus Awards and Fiscal 2007 Base Salaries for Senior Executives

Several of our senior executive officers are eligible to receive an annual performance incentive payment for the fiscal year ending July 31, 2006 (“Fiscal 2006”) under our Senior Executive Incentive Plan (“SEIP”), provided that the performance goals established by the Compensation and Organizational Development Committee (the “Committee”) for Fiscal 2006 are achieved. The senior executives eligible for a bonus under the SEIP are: Stephen M. Bennett, Robert B. Henske, Richard William Ihrie, Alexander M. Lintner, Kiran M. Patel, and Brad D. Smith. At meetings held on July 25 and July 26, 2006, the Committee fixed the amount of annual performance bonuses under the SEIP, subject to certification by the Committee after July 31, 2006 that the Internal Revenue Code Section 162(m) performance goals for Fiscal 2006 have been achieved. The bonus amounts to be paid to these senior executives were determined by the Committee based on its review with management of the performance of each of the executive officers.

On July 26, 2005, the Compensation Committee also approved the annual performance bonuses payable to our other senior executive officers, including bonuses for Scott D. Cook and for William V. Campbell, under the Intuit Inc. Performance Incentive Plan (“IPI”) for Fiscal 2006. The Fiscal 2006 bonus amounts were determined by the Committee based on its review with management of the performance of each of the executive officers.

At its meetings on July 25 and July 26, 2006, the Committee also approved the annual base salaries for the Company’s executive officers for the next fiscal year. The following table sets forth the Fiscal 2006 bonus and the 2007 annual base salary approved for each person designated as a “named executive officer” in our 2005 annual proxy statement, each person expected to be so designated in our 2006 annual proxy statement and the Chairman of the Board of Directors.

Name and Current Position	2006 Bonus	2007 Annual Base Salary
Stephen M. Bennett President and Chief Executive Officer	$3,170,000	$1,100,000
William V. Campbell Chairman of the Board of Directors	$ 360,000	$ 500,000
Scott D. Cook Chairman of the Executive Committee	$ 400,000	$ 500,000
Robert B. (“Brad”) Henske Senior Vice President, Consumer Tax Group	$ 650,000	$ 600,000
Richard William Ihrie Senior Vice President, Chief Technology Officer	$ 410,000	$ 525,000
Kiran M. Patel Senior Vice President, Chief Financial Officer	$ 500,000	$ 700,000
Brad D. Smith Senior Vice President, Small Business Division	$ 650,000	$ 600,000

Restricted Stock Units

On July 25, 2006, the Committee approved two forms of agreements for use in granting awards of restricted stock units (“SUs”) under the Intuit Inc. 2005 Equity Incentive Plan (the “2005 Plan”) to employees.

The Committee approved the form of performance-based SU agreement for use in granting performance-based SUs, a copy of which is attached to this Report as Exhibit 10.01. Vesting of the performance-based SUs is subject to the achievement of performance goals established by the Committee for the fiscal year ending July 31, 2007 (“Fiscal 2007”), which include targets based upon both Intuit’s net revenue and operating income for Fiscal 2007 and the recipient’s continued service. If the performance goals for Fiscal 2007 are not achieved, the performance-based SUs will terminate without vesting. We will only issue vested shares under the terms of these performance-based SUs. Upon the occurrence of certain events, performance-based SUs will automatically vest as to a percentage of the total number of shares subject to the SUs.

Additionally, the Committee approved the form of service-based SU agreement for use in granting SUs to employees, a copy of which is attached to this Report as Exhibit 10.02.

The Committee also approved the award of a 100,000-share SU to be granted to Stephen M. Bennett, Intuit’s President and Chief Executive Officer, on the third business day following Intuit’s earnings announcement. The 100,000 share SU will be granted under the 2005 Plan. Vesting of the SU is subject to the achievement of performance goals established by the Compensation Committee for Fiscal 2007 and Fiscal 2008, which are based upon both Intuit’s net revenue and operating income for Fiscal 2007 and Fiscal 2008. If both the performance goals for Fiscal 2007 are achieved, the SU will vest in part on July 31, 2007. If the performance goals for Fiscal 2007 are not achieved, a portion of the SU will terminate without vesting. If both the performance goals for Fiscal 2008 are achieved, the remaining unvested portion of the SU will vest on July 31, 2008. If the performance goals for Fiscal 2008 are not achieved, a portion of the SU will terminate without vesting. We will only issue vested shares to Mr. Bennett. In the event of Mr. Bennett’s “Involuntary Termination” or “Termination without Cause” (as defined in his Employment Agreement), the SU will automatically vest as to a percentage of the total number of shares subject to the SU equal to his number of full months of service from the date of grant to the date of termination of his employment divided by twenty-four months. In the event of Mr. Bennett’s “Termination Following a Change in Control” (as defined in his Employment Agreement), the SU will automatically vest as to 100% of the total number of shares subject to the SU.

Funding of 2006 Intuit Inc. Performance Incentive Plan

On July 25, 2006, the Compensation and Organizational Development Committee of our Board of Directors (the “Compensation Committee”) approved funding for the payment of annual performance bonuses to employees (other than senior executive officers eligible to receive bonuses under the SEIP) under the Intuit Inc. Performance Incentive Plan (“IPI”) for Fiscal 2006 in the aggregate amount of $97,000,000. More than 90% of Intuit’s full time employees, excluding the senior executives who were eligible for the SEIP, are eligible for annual performance bonus awards under the IPI for Fiscal 2006.

Approval of 2007 Intuit Inc. Performance Incentive Plan

On July 25, 2006, the Compensation Committee approved the Intuit Inc. Performance Incentive Plan for Fiscal 2007, a discretionary cash bonus plan. The amount of a bonus award under the IPI for Fiscal 2007 will be based upon the employee’s bonus target, the employee’s performance during Fiscal 2007, and the amount of the aggregate bonus pool that is made available for bonuses for Fiscal 2007 based on overall Company performance. A copy of the IPI for Fiscal 2007 is attached to this Report as Exhibit 10.3.

Amendment to 2005 Equity Incentive Plan

On July 26, 2006, the Board of Directors approved an amendment to the 2005 Equity Incentive Plan in order to reduce the number of formula-based stock option grants to be granted to non-employee directors pursuant to the terms of the 2005 Plan. As a result of this amendment, non-employee directors shall be eligible to receive the following option grants subject to the terms and conditions of the 2005 Plan: (a) Initial Grant, 67,500 shares, (b) annual Succeeding Grant, 22,500 shares, (c) annual grants for any Board-designated Chairpersons of the Audit Committee, the Compensation and Organizational Development Committee and the Nominating and Governance Committee, 10,000 shares and (d) annual grants for other members of the Audit Committee, the Compensation and Organizational Development Committee and the Nominating and Governance Committee, 7,500 shares.

Item 9.01 Financial Statements and Exhibits.
(c) Exhibits.

10.01 Form of Restricted Stock Unit Award Agreement (Performance-Based Vesting)

10.02 Form of Restricted Stock Unit Award Agreement (Service-Based Vesting)

10.03 Intuit Inc. Performance Incentive Plan for Fiscal Year 2007

SIGNATURE

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

Intuit Inc.

Date: July 31, 2006

By: /s/ LAURA A. FENNELL
Laura A. Fennell
Vice President, General Counsel and Corporate Secretary

EXHIBIT INDEX

Exhibit Number	Description
10.01	Form of Restricted Stock Unit Award Agreement (Performance-Based Vesting)
10.02	Form of Restricted Stock Unit Award Agreement (Service-Based Vesting)
10.03	Intuit Inc. Performance Incentive Plan for Fiscal Year 2007

Exhibit 10.01

Award No. «GrantNumber»

INTUIT INC. 2005 EQUITY INCENTIVE PLAN GRANT AGREEMENT
Restricted Stock Unit
(Performance-Based Vesting)

Intuit Inc., a Delaware corporation (the “Company”), hereby grants you a restricted stock unit award (“Award”) pursuant to the Company’s 2005 Equity Incentive Plan (the “Plan”), for the number of shares of the Company’s Common Stock, $0.01 par value per share (“Common Stock”) set forth below. All capitalized terms in this Grant Agreement (“Agreement”) that are not defined in this Agreement have the meanings given to them in the Plan. This Award is subject to all of the terms and conditions of the Plan, which is incorporated into this Agreement by reference. This Agreement is not meant to interpret, extend, or change the Plan in any way, or 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, the provisions of the Plan shall apply.

Name of Participant:
Employee ID:
Address:
Number of Shares:
Date of Grant:
Vesting Date:

Performance Goals to Begin Time-Based Vesting: The (1) net revenue growth and (2) operating income growth targets, attached hereto on Exhibit A (the “Performance Goals”) must be achieved between August 1, 2006 and July 31, 2007 and certified by the Compensation and Organizational Development Committee (the “Committee”) in order for the Time-Based Vesting described below to commence. The Committee will make such certification as soon as reasonably possible. If the Committee determines that the Performance Goals were not met by July 31, 2007, this Award shall terminate upon the date of such determination.

Time-Based Vesting Once Performance Factor Goals Are Met: If the above Performance Goals are met, this Award will vest as to 100% of the Number of Shares on the Vesting Date set forth above, provided you have not Terminated prior to that date.

1. In the event of your Termination prior to the Vesting Date, the following provisions will govern the vesting of this Award:

   (a) Termination Generally: In the event of your Termination prior to the Vesting Date for any reason other than as expressly set forth in the other subsections of this Section 1 of the Agreement, this Award will terminate without having vested as to any of the shares subject to this Award and you will have no right or claim to anything under this Award.

   (b) Termination due to Retirement: In the event of your Termination prior to the Vesting Date due to your Retirement, you will vest pro-rata in a percentage of the Number of Shares equal to your number of full months of service since the Date of Grant divided by thirty-six months, rounded down to the nearest whole share of Intuit Common Stock, and the Vesting Date under this Agreement will be your Termination Date. For purposes of this Award, Retirement means the Termination of your employment with the Company after you have reached age fifty-five (55) and completed ten full years of service with the Company (including any Parent or Subsidiary).

   (c) Termination due to Death or Total Disability: In the event of your Termination prior to the Vesting Date due to your death or Total Disability after you have been actively employed by the Company for one year or more, this Award will vest as to 100% of the Number of the Shares on your Termination

Date, and the Vesting Date under this Agreement will be your Termination Date. For purposes of this Award, Total Disability is defined in Section 5.6(a) of the Plan.

(d) Termination on or Within One Year Following Corporate Transaction: In the event of your Termination by the Company or its successor, prior to the Vesting Date, but on or within one year following the date of a Corporate Transaction, you will vest pro-rata in a percentage of the Number of Shares equal to your number of full months of service since the Date of Grant divided by thirty-six months, rounded down to the nearest whole share of Intuit Common Stock, and the Vesting Date under this Agreement will be your Termination Date. For purposes of this Award, Corporate Transaction is defined in Section 26(h) of the Plan.

(e) Termination due to Involuntary Termination: In the event of your Termination prior to the Vesting Date due to your Involuntary Termination, you will vest pro-rata in a percentage of the Number of Shares equal to your number of full months of service since the Date of Grant divided by thirty-six months, rounded down to the nearest whole share of Intuit Common Stock, and the Vesting Date under this Agreement will be your Termination Date. For purposes of this Award, Involuntary Termination means the Termination of your employment with the Company, without Cause, on account of your resignation within sixty (60) days after the occurrence any of the following events without your consent, (i) a material reduction in your duties that is inconsistent with your position at the time of the Date of Grant, (ii) any reduction in your base annual salary or target annual bonus (other than in connection with a general decrease in the salary or target bonuses for all officers of Intuit), or (iii) a requirement by Intuit that you relocate your principal office to a facility more than 50 miles from your principal office on the Date of Grant; provided however, that with regard to (i) through (iii) you must provide Intuit with written notice of its obligations hereunder and opportunity to cure within 15 days. "Cause" means (i) gross negligence or willful misconduct in the performance of your duties to Intuit (other than as a result of a disability) that has resulted or is likely to result in substantial and material damage to Intuit, after a demand for substantial performance is delivered to you by Intuit which specifically identifies the manner in which you have not substantially performed your duties and you have been provided with a reasonable opportunity to cure any alleged gross negligence or willful misconduct; (ii) commission of any act of fraud with respect to Intuit; or (iii) conviction of a felony or a crime involving moral turpitude causing material harm to the business and affairs of Intuit. No act or failure to act by you shall be considered "willful" if done or omitted by you in good faith with reasonable belief that your action or omission was in the best interests of Intuit.

2. Issuance of Shares under this Award: The Company will issue you the Shares subject to this Award on the Vesting Date, except in the event of vesting due to Involuntary Termination as noted in Section 1(b), (d) and (e), above. In the event of the issuance of Shares pursuant to Section 1(b), (d) and (e), such issuance will occur no earlier than six months and one day after the date of your termination of employment with Intuit, except when permitted by Section 409A of the Internal Revenue Code of 1986, as amended and the regulations and/or other interpretive authority thereunder. Until the date the shares are issued to you, you will have no rights as a stockholder of the Company.

3. Withholding Taxes: This Award is generally taxable for purposes of United States federal income and employment taxes upon vesting based on the Fair Market Value on Vesting Date. To the extent required by applicable federal, state or other law, you shall make arrangements satisfactory to the Company for the payment and satisfaction of any income tax, social security tax, payroll tax, payment on account or other tax related to withholding obligations that arise under this Award and, if applicable, any sale of Shares of the Common Stock. The Company shall not be required to issue shares of the Common Stock pursuant to this Award or to recognize any purported transfer of shares of the Common Stock until such obligations are satisfied. Unless otherwise agreed to by the Company and you, these obligations will be satisfied by the Company withholding a number of shares of Common Stock that would otherwise be issued under this Award that the Company determines has a Fair Market Value sufficient to meet the tax withholding obligations. For purposes of this Award, Fair Market Value is defined in Section 26(n) of the Plan.

You are ultimately liable and responsible for all taxes owed by you in connection with this Award, regardless of any action the Company takes or any transaction pursuant to this section with respect to any tax withholding obligations that arise in connection with this Award. The Company makes no representation or undertaking regarding the treatment of any tax withholding in connection with the grant, issuance, vesting or settlement of this Award or the subsequent sale of any of the shares of Common Stock underlying the shares that vest. The Company does not commit and is under no obligation to structure this Award to reduce or eliminate your tax liability.

4. Disputes: Any question concerning the interpretation of this Agreement, any adjustments to be made thereunder, and any controversy that may arise under this Agreement, shall be determined by the Committee in accordance with its authority under Section 4 of the Plan. Such decision by the Committee shall be final and binding.

5. Other Matters:

   (a) The Award granted to an employee in any one year, or at any time, does not obligate the Company or any subsidiary or other affiliate of the Company to grant an award in any future year or in any given amount and should not create an expectation that the Company (or any subsidiary or other affiliate) might grant an award in any future year or in any given amount.

   (b) Nothing contained in this Agreement creates or implies an employment contract or term of employment or any promise of specific treatment upon which you may rely.

   (c) Notwithstanding anything to the contrary in this Agreement, the Company may reduce your Award if you change classification from a full-time employee to a part-time employee.

   (d) This Award is not part of your employment contract (if any) with the Company, your salary, your normal or expected compensation, or other renumeration for any purposes, including for purposes of computing benefits, severance pay or other termination compensation or indemnity.

   (e) Because this Agreement relates to terms and conditions under which you may be issued shares of Common Stock of Intuit Inc., a Delaware corporation, an essential term of this Agreement is that it shall be governed by the laws of the State of Delaware, without regard to choice of law principles of Delaware or other jurisdictions. Any action, suit, or proceeding relating to this Agreement or the Award granted hereunder shall be brought in the state or federal courts of competent jurisdiction in Santa Clara County in the State of California.

This Agreement (including the Plan, which is incorporated by reference) constitutes the entire agreement between you and the Company with respect to this Award, and supersedes all prior agreements or promises with respect to the Award. Except as provided in the Plan, this Agreement may be amended only by a written document signed by the Company and you. Subject to the terms of the Plan, the Company may assign any of its rights and obligations under this Agreement, and this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the Company. Subject to the restrictions on transfer of an Award described in Section 14 of the Plan, this Agreement shall be binding on your 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, (1) in the case of the Company, to the Company at its address set forth in this Agreement, or at such other address designated in writing by the Company to you, and (2) in the case of you, at the address recorded in the books and records of the Company as your then current home address.

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

INTUIT INC.
2632 Marine Way
Mountain View, California 94043

By: ______________________________
Steve Bennett, Chief Executive Officer

Exhibit 10.02

Award No. «GrantNumber»

INTUIT INC. 2005 EQUITY INCENTIVE PLAN GRANT AGREEMENT
Restricted Stock Unit
(Service-Based Vesting)

Intuit Inc., a Delaware corporation (the "Company"), hereby grants you a restricted stock unit award ("Award") pursuant to the Company's 2005 Equity Incentive Plan (the "Plan"), for the number of shares of the Company's Common Stock, $0.01 par value per share ("Common Stock") set forth below. All capitalized terms in this Grant Agreement ("Agreement") that are not defined in this Agreement have the meanings given to them in the Plan. This Award is subject to all of the terms and conditions of the Plan, which is incorporated into this Agreement by reference. This Agreement is not meant to interpret, extend, or change the Plan in any way, or 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, the provisions of the Plan shall apply.

Name of Participant:
Employee ID:
Address:
Number of Shares:
Date of Grant:
First Vesting Date:
Second Vesting Date:

Subject to the forfeiture provisions set forth in this Agreement, this Award will vest as to 50% of the Number of Shares on the First Vesting Date set forth above and as to 50% of the Number of Shares on the Second Vesting Date set forth above, provided you have not Terminated through those respective dates.

1. In the event of your Termination prior to the Vesting Date, the following provisions will govern the vesting of this Award:

   (a) <u>Termination Generally</u>: In the event of your Termination prior to the Vesting Date for any reason other than as expressly set forth in the other subsections of this Section 1 of the Agreement, this Award will terminate without having vested as to any of the shares subject to this Award and you will have no right or claim to anything under this Award.

   (b) <u>Termination due to Retirement</u>: In the event of your Termination prior to the Vesting Date due to your Retirement, you will vest pro-rata in a percentage of the Number of Shares equal to your number of full months of service since the Date of Grant divided by thirty-six months, rounded down to the nearest whole share of Intuit Common Stock, and the Vesting Date under this Agreement will be your Termination Date. For purposes of this Award, Retirement means the Termination of your employment with the Company after you have reached age fifty-five (55) and completed ten full years of service with the Company (including any Parent or Subsidiary).

   (c) <u>Termination due to Death or Total Disability</u>: In the event of your Termination prior to the Vesting Date due to your death or Total Disability after you have been actively employed by the Company for one year or more, this Award will vest as to 100% of the Number of the Shares on your Termination Date, and the Vesting Date under this Agreement will be your Termination Date. For purposes of this Award, Total Disability is defined in Section 5.6(a) of the Plan.

   (d) <u>Termination on or Within One Year Following Corporate Transaction</u>: In the event of your Termination by the Company or its successor, prior to the Vesting Date, but on or within one year following the date of a Corporate Transaction, you will vest pro-rata in a percentage of the Number of Shares equal to your number of full months of service since the Date of Grant divided by thirty-six months, rounded down to the nearest whole share of Intuit Common Stock, and the Vesting Date under this Agreement will be your Termination Date. For purposes of this Award, Corporate Transaction is defined in Section 26(h) of the Plan.

2. Issuance of Shares under this Award: The Company will issue you the Shares subject to this Award on the Vesting Date. Until the date the shares are issued to you, you will have no rights as a stockholder of the Company.

3. Withholding Taxes: This Award is generally taxable for purposes of United States federal income and employment taxes upon vesting based on the Fair Market Value on Vesting Date. To the extent required by applicable federal, state or other law, you shall make arrangements satisfactory to the Company for the payment and satisfaction of any income tax, social security tax, payroll tax, payment on account or other tax related to withholding obligations that arise under this Award and, if applicable, any sale of Shares of the Common Stock. The Company shall not be required to issue shares of the Common Stock pursuant to this Award or to recognize any purported transfer of shares of the Common Stock until such obligations are satisfied. Unless otherwise agreed to by the Company and you, these obligations will be satisfied by the Company withholding a number of shares of Common Stock that would otherwise be issued under this Award that the Company determines has a Fair Market Value sufficient to meet the tax withholding obligations. For purposes of this Award, Fair Market Value is defined in Section 26(n) of the Plan.

   You are ultimately liable and responsible for all taxes owed by you in connection with this Award, regardless of any action the Company takes or any transaction pursuant to this section with respect to any tax withholding obligations that arise in connection with this Award. The Company makes no representation or undertaking regarding the treatment of any tax withholding in connection with the grant, issuance, vesting or settlement of this Award or the subsequent sale of any of the shares of Common Stock underlying the shares that vest. The Company does not commit and is under no obligation to structure this Award to reduce or eliminate your tax liability.

4. Disputes: Any question concerning the interpretation of this Agreement, any adjustments to be made thereunder, and any controversy that may arise under this Agreement, shall be determined by the Committee in accordance with its authority under Section 4 of the Plan. Such decision by the Committee shall be final and binding.

5. Other Matters:

   (a) The Award granted to an employee in any one year, or at any time, does not obligate the Company or any subsidiary or other affiliate of the Company to grant an award in any future year or in any given amount and should not create an expectation that the Company (or any subsidiary or other affiliate) might grant an award in any future year or in any given amount.

   (b) Nothing contained in this Agreement creates or implies an employment contract or term of employment or any promise of specific treatment upon which you may rely.

   (c) Notwithstanding anything to the contrary in this Agreement, the Company may reduce your Award if you change classification from a full-time employee to a part-time employee.

   (d) This Award is not part of your employment contract (if any) with the Company, your salary, your normal or expected compensation, or other renumeration for any purposes, including for purposes of computing benefits, severance pay or other termination compensation or indemnity.

   (e) Because this Agreement relates to terms and conditions under which you may be issued shares of Common Stock of Intuit Inc., a Delaware corporation, an essential term of this Agreement is that it shall be governed by the laws of the State of Delaware, without regard to choice of law principles of Delaware or other jurisdictions. Any action, suit, or proceeding relating to this Agreement or the Award granted hereunder shall be brought in the state or federal courts of competent jurisdiction in Santa Clara County in the State of California.

This Agreement (including the Plan, which is incorporated by reference) constitutes the entire agreement between you and the Company with respect to this Award, and supersedes all prior agreements or promises with respect to the Award. Except as provided in the Plan, this Agreement may be amended only by a written document signed by the Company and you. Subject to the terms of the Plan, the Company may assign any of its rights and obligations under this Agreement, and this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the Company. Subject to the restrictions on transfer of an Award described in Section 14 of the Plan, this Agreement shall be binding on your 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, (1) in the case of the Company, to the Company at its address set forth in this Agreement, or at such other address designated in writing by the Company to you, and (2) in the case of you, at the address recorded in the books and records of the Company as your then current home address.

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

INTUIT INC.
2632 Marine Way
Mountain View, California 94043

By: ______________________________
Steve Bennett, Chief Executive Officer

Exhibit 10.03

INTUIT INC. PERFORMANCE INCENTIVE PLAN
FOR FISCAL YEAR 2007

1. **Overview:** Intuit Inc.'s Performance Incentive Plan (IPI) is a program under which Intuit Inc. ("Intuit") pays discretionary cash bonus awards to select employees located in the United States of America. Bonus awards under the IPI are paid annually. The amount of a bonus award is based upon the employee's bonus target and performance during the fiscal year and the bonus pool made available for payments under the IPI for the applicable fiscal year. The IPI is intended to provide employees with "performance-based compensation" within the meaning of Section 409A of the Internal Revenue Code ("Code").

2. **Purposes**: The IPI is a component of Intuit's overall strategy to pay its employees for performance. The purposes of IPI are to: (i) attract and retain top performing employees; (ii) motivate employees by tying compensation to performance; and (iii) reward exceptional performance that supports overall Intuit objectives.

3. **Effective Date**: The terms of this IPI document will be applicable to bonuses for services during Intuit's 2007 fiscal year that begins August 1, 2006.

4. **Eligibility**: All employees of Intuit are eligible to participate in the IPI, except for employees who (i) are classified as seasonal employees, (ii) are classified as interns/project employees, (iii) participate in Intuit's Senior Executive Incentive Plan, unless such employee is specifically approved by the Compensation and Organizational Development Committee ("Compensation Committee") to also participate in the IPI, (iv) participate in other Intuit incentive compensation plans that specifically exclude an employee's participation in the IPI, including, but not limited to, the sales incentive compensation plans and the contact center incentive compensation plans, (v) participate in an incentive compensation plan sponsored by Intuit or an Intuit subsidiary for international employees that was designed to provide a cash incentive benefit to such employees comparable to or in lieu of the IPI, (vi) work for Intuit on a purely commission basis or (vii) participate in the Performance Incentive Plan for Employees of International Subsidiaries of Intuit Inc. Those employees who are determined to be eligible for bonus awards under the IPI are called "Participants." Participants in the IPI (other than Senior Officers, which term means the Chief Financial Officer, any Executive Vice President or Senior Vice President, the Vice President of Internal Audit and any other officer who is a Section 16 officer or any other officer who reports to the President and Chief Executive Officer) are not eligible to simultaneously participate in any other bonus or cash incentive plan, unless the Vice President responsible for Total Rewards otherwise specifically approves such participation. Senior Officers who are Participants in the IPI are not eligible to simultaneously participate in any other bonus or cash incentive plan, unless the Compensation Committee otherwise specifically approves such participation. An employee must commence employment or otherwise

become eligible to participate in the IPI no later than April 1 to be eligible for a bonus award under the IPI for that fiscal year. Being a Participant does not entitle the individual to receive a bonus award. Bonus awards are payable to Participants that meet the criteria set forth in Paragraph 6 below.

5. **Plan Year**: The IPI operates on a fiscal year basis, August 1 through July 31.

6. **Bonus Awards**: Bonus awards are discretionary payments. A Participant must be an active employee in good standing and on Intuit's or an approved subsidiary's payroll on the day the bonus award is paid to receive any portion of the bonus payment. A Participant who is not actively employed or on an approved payroll for whatever reason on the date a bonus award is paid is not entitled to a partial or pro rata bonus award. Intuit may make exceptions in its sole discretion, provided, however, that exceptions for Senior Officers must be made by the Compensation Committee. There is no minimum award or guaranteed payment. Bonus awards are paid based on the fiscal year. A bonus award is calculated with reference to the Participant's bonus target and performance for the fiscal year and the bonus pool made available for bonus awards under the IPI for the fiscal year.

   a. **Bonus Targets**:

      i. For each Participant that is paid an annual salary, his or her bonus target is established as a percentage of the Participant's base salary. For each Participant that is paid hourly, his or her bonus target is established as a percentage of the Participant's base pay. In accordance with the Fair Labor Standards Act, for each Participant that is paid hourly, Intuit will either (a) add overtime earnings to base pay in the calculation of the IPI award or (b) add the amount of the IPI award to base pay and recalculate the Participant's hourly rate for overtime pay.

      ii. When an employee becomes a Participant, he or she is advised of his or her bonus target for the fiscal year.

      iii. Following the beginning of each fiscal year, each Participant is advised of his or her bonus target by the executive leader of the Participant's business or functional unit or the executive leader's designee.

      iv. The Compensation Committee establishes individual bonus targets for Senior Officers and other Intuit officers. The President and Chief Executive Officer may establish individual bonus targets for officers. Bonus targets for other employees are established by the Vice President responsible for Total Rewards in consultation with Intuit's President and Chief Executive Officer, the employee's manager and the individual responsible for the business unit or division thereof or functional unit or division thereof in which the employee works and that unit or division's HR director.

v. Intuit may establish bonus target guidelines for each fiscal year; provided, however, that bonus targets for Senior Officers are to be established by the Compensation Committee. A Participant's bonus target for a fiscal year may be determined based upon a variety of factors, including but not limited to, his or her base salary or base pay, position or level. A bonus target does not guarantee that a bonus award will be made at that rate.

b. Determination of a Bonus Award Amount

i. The amount of a bonus award to a Participant who is a Senior Officer is determined by the Compensation Committee, in consultation with Intuit's President and Chief Executive officer. The amount of a bonus award to a Participant who is not a Senior Officer is determined by the executive leader of the Participant's business unit or functional group and Intuit's President and Chief Executive Officer in consultation with the Participant's direct manager and the Vice President responsible for Total Rewards.

ii. A Participant's bonus award is linked to an assessment of the Participant's total job performance for the fiscal year. Factors that may be considered, include but are not limited to, what the Participant does to advance Intuit's success and how the Participant does it, especially leadership, balance of short-term actions with long-term goals, resource allocation and maintenance by the Participant of focus on Intuit while prioritizing the needs of customers, employees and stockholders.

iii. There is neither a minimum nor maximum amount of a bonus award that may be paid to a Participant for a fiscal year. At Intuit's discretion, a bonus award amount may be prorated for those Participants who are eligible to participate in the IPI for less than a full fiscal year; provided, however, that decisions relating to Senior Officers must be made by the Compensation Committee.

iv. Any bonus award paid to a Participant is subject to all applicable taxes and withholding.

c. When Bonus Awards are Paid: The timing for payment of a bonus award is determined by the Vice President responsible for Total Rewards in consultation with Intuit's President and Chief Executive Officer and other senior management. A Participant has no right to a bonus award until it is paid. Notwithstanding the foregoing, in the event of an administrative error in the calculation or payment of a bonus award to a Participant, Intuit reserves the right to seek recovery from a Participant of an erroneously paid excessive bonus amount. Once a bonus award is no longer subject to a "substantial risk of forfeiture" (as determined pursuant to regulations and/or other guidance promulgated under Section 409A of the Code), then it shall be paid not later than the later of: (i) $2^1/_2$ months after the end of Intuit's first taxable year when the bonus award is no longer subject to such "substantial risk of forfeiture", or (ii) $2^1/_2$ months after the end of such Participant's first taxable year when the bonus award is no longer subject to such "substantial risk of forfeiture"; unless a later date is established by Intuit, or Intuit permits the Participant to designate a later date, in either case only as permitted under Section 409A of the Code.

7. **Unfunded**: The IPI is not funded. Bonus awards, if any, are made from the general assets of Intuit. The Compensation Committee determines in its sole discretion the amount of funds it would like to make available for bonus awards based on Intuit's performance for the fiscal year. Intuit's performance for this purpose may be measured in a number of ways, including but not limited to: financial measures, such as revenue and operating income; qualitative measures, such as accomplishments to position Intuit for the future; the year's market conditions; stockholder returns; and progress of Intuit's business model. Intuit is not obligated to pay any part of such funds in bonus awards.

8. **Amendment**: The Compensation Committee has the authority to terminate, change, modify or amend the provisions of the IPI at any time. Notwithstanding the foregoing, Intuit's President and Chief Executive Officer, Chief Financial Officer and Vice President responsible for Total Rewards, each individually, has the authority to make amendments to the IPI that do not significantly increase the cost of the IPI and which in such individual's determination (i) clarify the terms of the IPI; (ii) assist in the administration of the IPI; (iii) are necessary or advisable for the IPI to comply with applicable law; or (iv) are necessary or advisable for the IPI to provide "performance-based compensation" within the meaning of Code Section 409A for individuals who participate in the Intuit Inc. 2005 Non-Qualified Executive Deferred Compensation Plan.

9. **Administration and Discretion**: Except as otherwise required for Senior Officers under the Charter of the Compensation Committee, Intuit's President and Chief Executive Officer and the Vice President responsible for Total Rewards have the sole discretion to: (a) adopt such rules, regulations, agreements and instruments as it deems necessary to administer the IPI; (b) interpret the terms of the IPI; (c) determine an employee's eligibility under the IPI; (d) determine whether a Participant is to receive a bonus award under the IPI; (e) determine the amount of any bonus award to a Participant; (f) determine when a bonus award is to be paid to a Participant and whether any such bonus award should be prorated based on the Participant's service or other factors; (g) determine whether a bonus award will be made in replacement of or as an alternative to any other incentive or compensation plan of Intuit or of an acquired business unit or corporation; (h) grant waivers of IPI standard procedures and policies; (i) correct any defect, supply any omission, or reconcile any inconsistency in the IPI, any bonus award or any notice to Participants or a Participant regarding bonus awards; and (j) take any and all other actions it deems necessary or advisable for the proper administration of the IPI.

10. **Participation Provides No Guarantee of Employment**: Employment at Intuit is at-will and participation in the IPI in no way constitutes an employment contract conferring either a right or obligation of continued employment.

11. **Governing Law**: The IPI will be governed by and construed in accordance with the laws of the State of California.

Approved by the
Compensation and Organizational Development Committee
on July 25, 2006