

U.S. SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

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

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

DELAWARE  
(State of Incorporation)

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

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

INTUIT INC. STOCK OPTION AGREEMENTS  
(Full title of the Plan)

CATHERINE L. VALENTINE, ESQ.  
INTUIT INC.  
2700 COAST AVENUE  
MOUNTAIN VIEW, CALIFORNIA 94303  
(650) 944-6000  
(Name, Address and Telephone Number of Agent for Service)

Copies to:

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

CALCULATION OF REGISTRATION FEE

<TABLE>  
<CAPTION>

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, \$0.01 par value	<C> 86,973 (1)	<C> \$46.5625 (2)	<C> \$4,049,680.30 (3)	<C> \$1,069.12 (4)

</TABLE>

- (1) Represents shares subject to three nonqualified Stock Option Agreements granted by Registrant on March 7, 2000, March 14, 2000 and June 14, 2000.
- (2) The offering price information provided is the weighted average of the exercise price per share calculated pursuant to Rule 457(h) under the Securities Act of 1933, as amended. This information is provided solely for the purpose of calculating the registration fee.
- (3) The aggregate offering price information provided is the proposed maximum offering price per share multiplied by the number of shares to be registered. This information and is provided solely for the purpose of calculating the registration fee.
- (4) Fee calculated pursuant to Section 6(b) of the Securities Act of 1933, as amended.

This Registration Statement relates to 86,973 shares of Common Stock, \$0.01 par value per share of the Registrant, reserved for issuance under three nonqualified Stock Option Agreements granted by the Registrant on March 7, 2000, March 14, 2000 and June 14, 2000.

#### ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The Registrant incorporates into this Registration Statement the following documents filed with the Securities and Exchange Commission (the "Commission"):

- (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 5. NAMED EXPERTS; INTERESTS OF NAMED COUNSEL

The consolidated financial statements and schedule of Registrant appearing in Registrant's Form 10-K for the year ended July 31, 2000, have been audited by Ernst & Young LLP, independent auditors, to the extent indicated in their report thereon that is included therein and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given upon the authority of such firm as experts in accounting and auditing.

The statements of income, stockholders' equity, and cash flows of Rock Financial Corporation for the year ended December 31, 1998, have been audited by KPMG LLP, independent auditors, as set forth in their report thereon that is included in the Registrant's Form 10-K for the year ended July 31, 2000. The report of KPMG LLP refers to a change in method of accounting for software developed for internal use. Such 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.

The validity of the issuance of the shares of Common Stock offered hereby will be passed upon for the Registrant by Virginia R. Coles, Esq., Assistant General Counsel and Assistant Secretary of the Registrant. Ms. Coles is an employee of the Registrant. As of December 11, 2000, Ms. Coles held 1,535 shares of Intuit's common stock and held options to purchase 36,315 shares of Common Stock (of which 15,648 shares are exercisable within the next 60 days).

#### 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 Registrant's Bylaws provide that: (i) the Registrant is required to indemnify its directors and officers and persons serving in such capacities at the Registrant's request in other business enterprises (including, for example, subsidiaries of the Registrant), 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.

2

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

ITEM 8. EXHIBITS.

<TABLE>

<S>	<C>
4.01	Form of Intuit Inc. Stock Option Agreement.
4.02(1)	Registrant's Restated Certificate of Incorporation, dated January 19, 2000.
4.03(2)	Second Amended and Restated Rights Agreement, dated October 15, 1999.
4.04(3)	Bylaws of Intuit, as amended and restated effective April 29, 1998.
4.05(4)	Form of Specimen Certificate for Intuit's Common Stock.
4.06(2)	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.

23.03 Consent of KPMG LLP, Independent Auditors.

24.01 Power of Attorney (see page 6).

</TABLE>

- -----

- (1) Filed as an exhibit to Intuit's Form 10-Q for the quarter ended April 30, 2000, filed with the Commission on June 14, 2000 and incorporated by reference.
- (2) Filed as an exhibit to Intuit's Registration Statement on Form S-8 (File No. 333-92503) filed with the Commission on December 10, 1999 and incorporated by reference.
- (3) Filed as an exhibit to Intuit's Form 8-K filed with the Commission on May 5, 1998 and incorporated by reference.
- (4) Filed as an exhibit to Intuit's Form 10-K for the fiscal year ended July 31, 2000, filed with the Commission on October 13, 2000 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

3

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

4

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Mountain View, State of California, on December 11, 2000.

INTUIT INC.

By: /s/ GREG J. SANTORA

-----  
Greg J. Santora  
Senior Vice President and  
Chief Financial Officer

5

POWER OF ATTORNEY

By signing this Form S-8 below, I hereby appoint each of Stephen M. Bennett 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>

<S> <C> <C>

PRINCIPAL EXECUTIVE OFFICER:

/s/ STEPHEN M. BENNETT Chief Executive Officer, December 11, 2000  
-----  
President and Director  
Stephen M. Bennett

PRINCIPAL FINANCIAL OFFICER AND  
PRINCIPAL ACCOUNTING OFFICER:

/s/ GREG J. SANTORA Senior Vice President December 11, 2000  
-----  
And Chief Financial Officer  
Greg J. Santora

ADDITIONAL DIRECTORS:

/s/ CHRISTOPHER W. BRODY Director December 11, 2000  
-----

Christopher W. Brody

/s/ WILLIAM V. CAMPBELL ----- William V. Campbell	Director	December 11, 2000
/s/ SCOTT D. COOK ----- Scott D. Cook	Director	December 11, 2000
----- L. John Doerr	Director	December , 2000
/s/ DONNA L. DUBINSKY ----- Donna L. Dubinsky	Director	December 11, 2000
/s/ MICHAEL R. HALLMAN ----- Michael R. Hallman	Director	December 11, 2000
/s/ WILLIAM H. HARRIS, JR. ----- William H. Harris, Jr. </TABLE>	Director	December 11, 2000

6

EXHIBIT INDEX

<TABLE> <CAPTION> Exhibit Number	Description -----
<S> 4.01	<C> Form of Intuit Inc. Stock Option Agreement.
5.01	Opinion of Counsel.
23.01	Consent of Counsel (included in Exhibit 5.01).
23.02	Consent of Ernst & Young LLP, Independent Auditors.
23.03	Consent of KPMG LLP, Independent Auditors.
24.01	Power of Attorney (see page 6).

</TABLE>

INTUIT INC.

STOCK OPTION AGREEMENT

Dated as of: \_\_\_\_\_

To: Michael D. Hollerbach

Intuit (the "Company") hereby grants you an option (the "Option") to purchase 28,991 shares of Common Stock, par value \$0.01 per share, of the Company (the "Shares") at \$\_\_\_\_ per Share, upon the terms and conditions contained in this Stock Option Agreement. Capitalized and defined terms not defined in this Stock Option Agreement shall have meanings ascribed to them in the Amended and Restated Rock Financial Corporation 1996 Stock Option Plan (the "1996 Plan").

1. Nonqualified Option. The Option is intended to be a Nonqualified Stock Option.
2. Transferability. The Option may not be transferred by you otherwise than by will or by the laws of descent and distribution and, during your lifetime, the Option is exercisable only by you.
3. Vesting. Subject to the other terms contained in this Stock Option Agreement, you may exercise the Option in accordance with the following schedule:
  - (a) Before \_\_\_\_\_, you may not purchase any of the Shares.
  - (b) Beginning on \_\_\_\_\_, you may purchase up to 20% of the Shares.
  - (c) Beginning on \_\_\_\_\_, you may purchase up to 40% of the Shares, including Shares previously purchased.
  - (d) Beginning on \_\_\_\_\_, you may purchase up to 60% of the Shares, including Shares previously purchased.
  - (e) Beginning on \_\_\_\_\_, you may purchase up to 80% of the Shares, including Shares previously purchased.
  - (f) Beginning on \_\_\_\_\_, you may purchase up to 100% of the Shares, including Shares previously purchased.

4. Term.

- (a) General Term. Subject to earlier termination of the Option upon your death, permanent disability or termination of employment with the Company (voluntarily or involuntarily and with or without cause), which are governed by Paragraph 13 of the 1996 Plan, the Option will expire (to the extent not previously exercised) on the tenth anniversary of the date of this Stock Option Agreement.
- (b) Special Termination Provisions. The purpose of this Stock Option Agreement is to provide you with an increased incentive to make significant and extraordinary contributions to the long-term performance and growth of the Company and its Subsidiaries, and to join your interests with the interests of the shareholders of the Company. You acknowledge that the Company expends considerable time, money and resources in recruiting, training and developing the skills and abilities of its employees, developing business relationships with referral sources and customers

1

so as to improve the good will of the Company, establishing and maintaining close business relationships between employees and the Company's customers and obtaining, compiling and developing confidential customers lists, various internal computer reports and other proprietary business information not readily available to the public or through other sources. You agree that the provisions in this Section 4 are necessary to preserve and protect the legitimate business interests of the Company. In return for granting this Option to you, notwithstanding any other term of this Option to the contrary, you agree to the following:

- (1) Forfeiture of Option Gain if You Leave the Company Within One

Year After Exercise. If you exercise any portion of this Option and your employment with the Company terminates within one year after such exercise for any reason except death, disability, normal retirement or termination by the Company without "cause", then the gain represented by the fair market value of a Share, determined pursuant to Paragraph 8 of the 1996 Plan, on the date of such exercise over the exercise price, multiplied by the number of Shares you purchased ("option gain"), without regard to any subsequent increase or decrease in fair market value, shall be paid by you to the Company.

(2) Forfeiture of Option Gain and Unexercised Options if You Engage In Certain Activities. If, at any time within (i) one year after termination of your employment with the Company, or (ii) one year after you exercise any portion of this Option, whichever is later, you engage in any activity in competition with any activity of the Company or inimical, contrary or harmful to the interests of the Company, including, but not limited to,

- (A) conduct related to your employment for which either criminal or civil penalties against you may be sought,
- (B) violation of published Company policies, including, without limitation, the Company's insider trading policy,
- (C) owning, maintaining, operating or engaging in the same or similar line of business or activity as the Company or any Subsidiary or in any business or activity that competes with the Company or any Subsidiary ("Competing Business") in any county of any state in which (1) the Company or any Subsidiary is operating a prime or sub-prime mortgage loan origination office, or 2) the Company is licensed, or exempt from licensing, (to originate prime or sub-prime mortgages,
- (D) accepting employment with or serving as a consultant, advisor or in any other capacity to an employer (including, without limitation, any individual, firm, agency, partnership, limited liability company, unincorporated association, corporation or pre-incorporated association ("Person or Entity") that is a Competing Business or is acting against the interests of the Company or any Subsidiary,
- (E) undertaking any efforts or activities toward pre-incorporating, incorporating, financing or commencing any Competing Business,
- (F) advising, serving, or consulting with any Person or Entity which is or will be undertaking efforts towards incorporating, financing or commencing any Competing Business or activity which engages in a Competing Business,

2

- (G) employing, offering employment to, soliciting for the purpose of employing or recruiting any present, former or future employee of the Company or any Subsidiary for or on behalf of any Person or Entity,
- (H) calling upon, soliciting, diverting or referring to any Person or Entity customers or referral sources of the Company or any Subsidiary who have conducted business with the Company or any Subsidiary within the two years before the time in question,
- (I) disclosing, copying, communicating, distributing, revealing, or using any confidential information, material, trade secrets, proprietary information, or confidential business information concerning the Company, any Subsidiary or any of their customers ("Confidential Information"), except as your employment duties with the Company or a Subsidiary may require during your employment with the Company or a Subsidiary,
- (J) failing to return any Confidential Information or any documents, records, files, lists and the like (including originals and copies) containing Confidential Information immediately upon your termination or separation of employment with the Company or any Subsidiary, or
- (K) participating in a hostile takeover attempt of the Company



or any Subsidiary, then (y) this Option shall terminate effective on the date on which you enter into such activity, unless terminated sooner by operation of another term or condition of this Stock Option Agreement, and (z) any option gain realized by you from exercising all or a portion of this Option shall be paid by you to the Company.

- (3) Right of Set-off. By accepting this Option, you consent to a deduction from any amounts the Company or any Subsidiary owes to you from time to time (including amounts owed to you as wages or other compensation, fringe benefits, or vacation pay, as well as any other amounts owed to you by the Company or any Subsidiary), to the extent of the amounts you owe the Company under Sections 4(b)(1) and (b)(2) above. Whether or not the Company elects to make any set-off in whole or in part, if the Company does not recover by means of set-off the full amount you owe it, calculated as set forth above, you agree to pay immediately the unpaid balance to the Company.
  - (4) Committee Discretion. You may be released from all or any portion of your obligations under Sections 4(b)(1), 4(b)(2) and 4(b)(3) above only if the Company's Compensation Committee (the "Committee") (or its duly appointed agent) determines in its Discretion that such action is in the best interests of the Company.
- (c) Cause. For purposes of this Option, "cause" has the same meaning as in your employment agreement with the Company, if any, or if you do not have an employment agreement with the Company, "cause" means the occurrence of any of the following:
- (1) A material breach of any term or provision of your employment agreement, if any, with the Company or a Subsidiary, the Company's employment policies, or this Stock Option Agreement.
  - (2) Your failure to perform your duties of employment in a reasonable and business-like manner.

3

- (3) Your conviction of a felony or any crime involving moral turpitude, including, without limitation, crimes involving drugs or liquor, regardless of whether appealed.
- (4) Your commission of, or participation in, any act of fraud, false pretense, forgery, embezzlement or dishonesty against the Company or any Subsidiary.
- (5) Your commission of, or participation in, any other act or omission, wantonly, willfully, or recklessly, or in a manner that is negligent against, and having an adverse effect upon, the affairs of the Company or any Subsidiary.
- (6) Your substantial dependence on any mind altering or other harmful substance, including, without limitation, alcohol, marijuana, amphetamines, barbiturates, LSD, cocaine, narcotic drugs, or any natural or synthetic substance having the same or similar effects as any of the foregoing, to the extent that such use would constitute reasonable cause for termination under applicable law.

5. Exercise of the Option. The Option shall be exercised by giving a written notice of exercise to the Company's Stock Administration Department. Such notice shall specify the number of Shares to be purchased and shall be accompanied by payment in full in cash (or in such other manner as is approved by the Committee and allowed under the 1996 Plan) of the aggregate option price for the number of Shares purchased. Such exercise shall be effective only upon the actual receipt of such written notice and such exercise price, and no rights or privileges of a shareholder of the Company in respect of any of the Shares issuable upon the exercise of any part of the Option shall inure to you, or any other person entitled to exercise the Option, unless and until certificates representing such Shares shall have been issued.

6. No Employment Rights. Nothing contained in this Stock Option Agreement, nor any action taken by the Committee, shall confer upon you any right with respect to the continuation of your employment by the Company or any Subsidiary, nor interfere in any way Subsidiary to terminate your employment at any time, and your employment is and will remain employment at will, unless otherwise provided pursuant to a written employment agreement between you and the Company.

7. Income Tax Withholding Requirements. If upon or as a result of your exercise of the Option there shall be payable by the Company or any Subsidiary any amount for income tax withholding, you will pay such amount to the Company

to reimburse it for such income tax withholding.

8. Entire Agreement. This Stock Option Agreement is the entire agreement between you and the Company with respect to the subject matter of this Stock Option Agreement, and any prior or contemporaneous understandings, arrangements or agreements are superseded by this Stock Option Agreement and are merged into this Stock Option Agreement.

9. Governing Law and Choice of Forum. The laws of the State of Michigan shall govern this Stock Option Agreement, its construction, and the determination of any rights, duties or remedies of the parties arising out of or relating to this Stock Option Agreement. The parties acknowledge that the United States District Court for the Eastern District of Michigan or the Michigan Circuit Court for the County of Oakland shall have exclusive jurisdiction over any case or controversy arising out of or relating to this Stock Option Agreement and that all litigation arising out of or relating to this Stock Option Agreement shall be commenced in the United States District Court for the Eastern District of Michigan or the Oakland County (Michigan) Circuit Court. You irrevocably consent to the jurisdiction of the United States District Court for the Eastern District of Michigan and the Oakland County (Michigan) Circuit Court in connection with all actions and proceedings arising out of, or in any way related to, this Stock Option Agreement.

10. Committee and Board of Directors Determinations Conclusive. Each determination, interpretation, or other action made or taken pursuant to, or related to, the provisions of this Stock Option

4

Agreement by the Committee or the Company's Board of Directors shall be final and shall be binding and conclusive for all purposes on you and the Company and our respective successors in interest.

11. Reimbursement of Certain Costs & Fees. Notwithstanding any term to the contrary, you agree to reimburse the directors) for all costs and fees incurred by the Company (or its officers and directors) in response to or defense of any claim, demand or legal action made/undertaken by you (or your representatives on your behalf) with respect to which you do not prevail in full that is in any way related to: (i) any determination, interpretation, or action undertaken by the Board of Directors or Committee operating thereunder with respect to the Stock Option Agreement, or (ii) enforcement of or any claim of breach or default under the Stock Option Agreement. For purposes of this Stock Option Agreement, the term "costs and fees" includes, without limitation, all court costs, legal expenses and reasonable attorney fees (whether inside or outside counsel is used) whether or not a lawsuit or other form of legal action is instituted, and if a lawsuit or other legal action is instituted, whether at the trial or appellate court level.

12. Notices. Any and all notices, designations, consents, offers, acceptances or other communications provided for in this Stock Option Agreement shall be given in writing and shall be delivered in person, sent by certified or registered mail, sent by facsimile or similar method of transmission or sent by overnight courier, addressed in the case of the Company to its principal office and in the case of you to your address appearing on the stock records of the Company or such other address as may be designated by you by notice to the Company.

Very truly yours,

INTUIT INC,  
a Delaware corporation

By: \_\_\_\_\_  
Greg J. Santora  
Chief Financial Officer

The above is agreed to and accepted.

By: \_\_\_\_\_  
Michael D. Hollerbach

Dated: \_\_\_\_\_

5

December 11, 2000

Securities and Exchange Commission  
450 Fifth Street NW  
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 December 11, 2000. The Registration Statement relates to the registration of 86,973 of the Company's Common Stock, par value \$0.01 per share (the "Shares"). The Shares have been reserved for issuance under three nonqualified Stock Option Agreements granted by the Company on March 7, 2000, March 14, 2000 and June 14, 2000 (the "Non-Plan Grants").

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 Non-Plan Grants and (v) the Employment Agreement between Michael D. Hollerbach and Rock Financial Corporation pursuant to which the Non-Plan Grants were made. 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. All Shares will be issued pursuant to the Non-Plan Grants 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 Non-Plan Grants, when issued and paid for in accordance with the Non-Plan Grants, 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/ VIRGINIA R. COLES

Virginia R. Coles  
Assistant General Counsel and Assistant Secretary  
Intuit Inc.

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 the registration of shares under the Intuit Inc. Stock Option Agreements and to the incorporation by reference therein of our report dated August 22, 2000 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, 2000, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

Palo Alto, California  
December 11, 2000

CONSENT OF KPMG LLP, INDEPENDENT AUDITORS

The Board of Directors  
Intuit Inc.:

We consent to the incorporation by reference in the Registration Statement on Form S-8 for registration of 86,973 common shares of Intuit Inc. under the Intuit Inc. Stock Option Agreements of our report dated January 28, 1999, relating to the statements of income, stockholders' equity, and cash flows of Rock Financial Corporation for the year ended December 31, 1998, which expresses an unqualified opinion and includes an explanatory paragraph relating to the change in method of accounting for software developed for internal use, which report appears in the July 31, 2000, Annual Report on Form 10-K of Intuit Inc., and to the reference to our firm under the heading "Experts" in the Registration Statement.

/s/ KPMG LLP

Detroit, Michigan  
December 11, 2000