MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("NOA") is entered into as of the Effective Date (below) by the undersigned parties in order to evaluate the potential for, or the expansion of, a business relationship between the parties ("Purpose"). The parties agree as follows:

1. Either party ("Disclosing Party") may disclose to the other party ("Receiving Party") orally, in writing, or electronically, confidential information and material relating to the Purpose which has been marked or identified at the time of disclosure as confidential or proprietary so that Receiving Party knows or should reasonably know that such disclosure is considered confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, the Purpose, this NOA, trade secrets, know-how, software, product and technology-related information; customer lists, financial information, sales, marketing and business plans. The following information shall be considered Confidential Information whether or not so marked or identified as confidential or proprietary: personal identifiable information such as the names of a party's customers, source code, product roadmap and cost and pricing data. For this NOA, "Purpose" shall be deemed sufficiently broad so as to cover multiple topics during the Term of this NOA.
2. Ownership. All rights, title and interest in and to the Confidential Information shall remain vested in the Disclosing Party. No rights are granted to the Receiving Party by license or otherwise, express or implied, to any trademark, trade secret, copyright, invention, discovery, or to any patent covering the invention or discovery, or any other intellectual property right, nor does this NOA grant Receiving Party any rights in or to the Disclosing Party's Confidential information, except the limited right to review the Confidential Information solely for the Purpose. All rights relating to the Confidential Information that are not expressly granted to Receiving Party are reserved and retained by the Disclosing Party. ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS, AND ALL REPRESENTATIONS, CONDITIONS AND WARRANTI ES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, ARE DISCLAIMED.
3. Receiving Party's Obligations. Receiving Party shall (a) use the same degree of care as the Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of the Confidential Information; (b) use Confidential Information solely for the Purpose; (c) restrict access to Confidential Information to its officers, directors, agents, contractors, employees, or representatives who have a need to know such information and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this NOA, including employees of any legal entity the Receiving party controls, or is controlled by, or under common control, directly or indirectly, by ownership of 50 percent or more of the voting shares; (d) not remove any copyright or trademark notice, or indication of confidentiality on Confidential Information; (e) immediately notify in writing Disclosing Party in the event of unauthorized use or disclosure of Confidential Information; and (f) not export or re-export any Confidential Information except in compliance with applicable export laws, including without limitation, laws of the United States. Sections 3(a) through (e) impose no obligation upon Receiving Party to the extent Receiving Party can demonstrate and document that the Confidential Information was rightfully: (i) known by Receiving Party, without restriction, prior to its receipt from Disclosing Party; (ii) obtained from a third party that had no obligation of confidentiality; (iii) in the public domain through no improper conduct by Receiving Party; or (iv) independently developed by or for Receiving Party without access to the Confidential Information.
4. Required Disclosures. Receiving Party is only permitted to disclose Confidential Information if required by court order, law or regulation, provided however, that Receiving Party shall: (a) give Disclosing Party written notice promptly upon receipt of such a disclosure requirement before any disclosure is made and cooperate should Disclosing Party object to such disclosure; and (b) disclose only the Confidential Information that is required by that law or regulation.
5. Term of NOA; Term of Confidentiality. This NOA shall govern all Confidential Information disclosures between the parties that are made for the Purpose from the Effective Date of this NOA for a period of three (3) years ("Term"), unless earlier terminated by a party's receipt of thirty (30) days prior written notice from the terminating party. Upon expiration or termination of this NOA, at Disclosing Party's request, Receiving Party shall certify to the destruction of, or return of, all Confidential Information and not retain any copies thereof. Sections 2, 3(f) and 4 through 8 shall survive expiration, rescission or termination of this NOA. Notwithstanding anything to the contrary herein, the Receiving Party's obligations to protect Confidential Information received during the Term shall continue for three (3) years from the date of disclosure by Disclosing Party.

6. Competition. Neither party has an obligation to enter into any other agreement with the other party. This NOA is neither intended to nor will it be evidence of a business association, agency or partnership between the parties. Nothing in this NOA shall prohibit or restrict either party's right to possess, develop, use, or market products or services, alone or with others, similar to or competitive with those disclosed in the Confidential Information, in compliance with this NOA.

1. Equitable Relief. The parties agree that unauthorized use of Confidential Information or other breach of this NOA may cause irreparable harm for which remedies at law would be inadequate, and that a party is entitled to seek equitable relief, in addition to remedies at law.
2. General. Without prior written approval of the other party, neither party shall make any public announcement or otherwise disclose the existence or the terms of this NOA. This Agreement may be signed and executed in counterparts, each of which shall constitute an original, and all of which shall constitute one agreement. The parties will comply with all applicable laws and regulations. This NOA constitutes the entire agreement between the parties with respect to disclosure of Confidential Information and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, written or oral. No waiver or modification of this NOA shall be valid unless in writing and signed by authorized representatives of the parties. No rights under this NOA can be assigned to a third party without the prior written consent of the non-assigning party and any unauthorized attempted or purported assignment shall be null and void. This NOA shall be governed by the laws of the state of California, excluding its choice of law provisions. Should any provision of this NOA be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions which shall remain in full force and effect.

Intuit Inc. Company Name: {{\*Cmpy\_es:signer:company}}

5601 Headquarters Drive Company Address: {{\*address\_es:signer}}

Plano, TX 75024 Signature: {{\*Sig\_es\_:signer:signature}}

Print Name: {{\*Name}}

Email: {{Em\_es\_:signer:email}}

Title: {{\*Ttl\_es:signer:title}}

Signature Date: {{Dte\_es\_:signer:date}}