

Intuit India Product Development Centre Pvt. Ltd.
Campus 6A, PriTech Park (SEZ)
7th Floor, Belandur Village
Varthur Hobli, Bangalore East Taluk
Bangalore - 560 103
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April 25, 2016

Anoop Devadiga

1-253, Saibrakatta, Shiriya Village Udupi-576210
Bangalore, Karnataka 560066

Dear Anoop,

We are pleased to offer you employment with **Intuit India Product Development Center Private Limited** ("Intuit" or the "Company") pursuant to the terms and conditions set out in this Offer Letter and Employment Agreement ("Agreement").

Terms and Conditions

1. Position and Commencement of Employment

You will be employed by the Company in the position of **Senior Software Engineer** reporting to **Sankalp Verma**, or to such other position as Company Management may determine from time to time. We expect your first day of employment will be **June 27, 2016** (the "Start Date")

You will be governed by the rules, regulations and other Company policies (together the "Company Policy") of Intuit as applicable, enforced, amended or altered from time to time during the course of your employment. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable from time to time.

As a member of an organization that practices flexibility and continuous improvement in work processes and practices, your roles and responsibilities may vary. You are required to report to our office in Bangalore. You will be reporting to such person in Intuit as may be indicated to you from time to time. However, your services are transferable and can be seconded or deputed by the Company to any of the Intuit operations or operations of Intuit's associate Companies in India or abroad.

Subject to your executing the Employee Invention Assignment and Confidentiality Agreement attached hereto as "Annexure B", and this Agreement and reporting to duty on or before your agreed upon Start Date, your employment is effective from the date of joining.

Upon the commencement of employment, you shall submit to the Company details of your bank account into which your salary may be credited.

2. Salary and Benefits

Salary

Your annual salary (or "Fixed Pay") will be **Indian Rupee (INR) 1,700,000.00**, which will be comprised of a basic salary and appropriate contributions and allowances as summarized in Part 1 of the attached Annexure A.

As a regular employee of the Company, you will also be eligible for the Company's benefits, as established from time to time. The Company reserves the right to modify, amend or terminate any employee benefits or compensation programs at any time for any reason, without compensation for any such change or discontinuance.

IPI

You will be eligible to participate in Intuit's Performance Incentive Plan ("IPI") for International Subsidiaries of Intuit, Inc., a cash incentive compensation program starting with the Company's next fiscal year. Intuit's fiscal year begins August 1 and ends July 31. Payouts under the IPI plan are tied to the achievements of Intuit and individual performance and are made to individuals who are employed on the date the IPI payment is made. The actual amount of the award, if any, will be determined in accordance with the terms and conditions outlined in the IPI plan document.

Your target percentage under the IPI Plan will be **15%** of your base pay.

Equity

Subject to necessary approvals by Intuit, you will be granted Restricted Stock Units (referred to as "RSUs") with a grant date value of **Indian Rupee (INR) 450,000.00**. The actual number of RSUs will be determined by converting grant date value to United States Dollar (USD), dividing the United States Dollar (USD) value by the closing price of Intuit's common stock on the grant date, and rounding down to the nearest whole share. The most recent month end exchange rate provided by Intuit's finance department will be used to convert Indian Rupee (INR) to United States Dollar (USD). Though Intuit cannot guarantee a grant date, new hire grants are generally made on the seventh business day of the month following the employee's Start Date. You will vest in 33-1/3% of your RSUs annually for 3 years provided you remain continually employed by the Company. Your RSUs and the issuance of the underlying Intuit Inc. Common Stock will be subject to the terms and conditions of your RSU Agreement and the Intuit Inc. 2005 Equity Incentive Plan.

Intuit has trading window restrictions that apply to all employees to protect against insider trading. Those restrictions limit when you can sell Intuit stock. The Intuit trading window will generally close on the last day of the second month of each fiscal quarter, and open on the second trading day following our earnings announcement.

You will receive notification from stock@intuit.com within 10 business days of grant date that includes instructions regarding how to view your award on www.stockplanconnect.com.

3. Nature of Employment

This is a whole time employment with the Company and you shall devote yourself exclusively to the business of the company. You will not take up any other work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during the employment with the Company without the written permission of the management.

4. Rules and Regulations

Your work in the organization will be subject to the rules and regulations and such other practices, systems, procedures and policies, framed, amended, modified or omitted by the Company from time to time in relation to conduct, discipline and other matters.

5. Background & Reference Check

5.1 Background Check: This offer, and your employment (if commenced prior to completion of the Company's background check), is also contingent on the Company's verification of background information as provided by you on the background vetting form/application and as part of the background check process. If your employment commences prior to the completion of the Company's background check and you fail to clear your background check, the Company shall have the right to terminate your employment immediately with one week's notice or payment in lieu of notice.

5.2 References and Relieving Letter: In addition, this offer (and your employment) is contingent on the Company's review of and satisfaction with your references. In accepting this offer, you agree to cooperate with the Company and seek the cooperation of others in completing the reference process in an expeditious manner. If your employment commences prior to the completion of the Company's reference check and you fail to clear your reference check, the Company shall have the right to terminate your employment immediately with one week's notice or payment in lieu of notice. Upon joining the Company, as applicable, you are required to furnish a letter from your current employer relieving you of your duties, as well as a salary certificate and Form 16 specifying income tax deducted. At the time of joining, you will also be required to bring and submit copies of mark sheets and certificates of Graduation and Post Graduation (if any).

Date, this offer will automatically stand cancelled and withdrawn unless you and the Company have mutually agreed in writing upon a new start date.

6. Termination of Employment

6.1. Verification: Your appointment will be subject to the verification of your credentials, testimonials and other particulars provided by you during the application process. If at any time the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be automatically cancelled and your services will be immediately terminated.

6.2. Termination and Notification Terms: Employment with Intuit is for no specific period of time. Either party may terminate this appointment by giving one month's notice in writing or, in

the case of Intuit, payment of one month's base salary in lieu thereof. Intuit may immediately terminate your services without any compensation or notice thereof, if you are in material breach of your responsibilities which breach either (i) is incapable of remedy; or (ii) if capable of remedy, has not been remedied by you for at least 5 days after receipt of notice from Intuit. In the event of your continuous absence for a period of 10 working days or more, without formal request or permission from management for the same, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the Company. In the event termination is initiated by you, Intuit may, at its discretion, relieve you from such date as it may deem fit even before expiration of the notice period, without incurring any liability to pay you compensation for the unexpired period of the notice period.

During the notice period, the Company may ask that you only perform specific duties or no duties at all and may ask you not to attend work during all or any part of such notice period. In addition the Company may instruct you not to communicate with suppliers, clients, investors, employees, agents, trustees or representatives of the Company or any companies in the Intuit group of companies.

7. Duties and Obligations

7.1. Diligence: You agree that you shall perform your duties, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Intuit, you shall (a) use your best endeavor to defend and promote the business interests of Intuit; (b) devote your full time, attention and efforts to serve Intuit; and (c) not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including any activity, which competes with activities of Intuit or conflicts with your position.

7.2. No Conflict: You confirm that as of your Start Date, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your appointment with Intuit is on a full time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of Intuit, which consent may be granted at Intuit's sole discretion.

7.3. Terms Are Confidential: You also confirm your understanding that the terms of this offer are strictly confidential between you and the Company and any breach of this confidence will be viewed with utmost seriousness.

8. Working Hours

Your working hours will be as advised to you by your superiors from time to time but will not ordinarily exceed 48 hours a week. Actual work timings and shifts may vary from time to time based upon business and customer service requirements. You will be advised by your Supervisor or Manager of the working hours, break periods and weekly rest day(s). It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive

salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you.

9. Leave Policy

The Company's calendar year runs from 1st January to 31st December each year and during such year, you shall be entitled to leave in accordance with the Fixed and Festival Holiday Policy of the Company for your office. You will also be eligible for leave in accordance with the Leave Policies of the Company for your office.

10. Illness

10.1. Notice: In the event that you are unable to carry out your duties by reason of sickness or injury, you are entitled to paid sick leave as set out in the Company's Sick Leave Policy for your office. In the event that you are prevented from performing your duties under this Agreement as a result of illness, injury or other incapacity, you shall be required to give notice thereof to the Company at the earliest possible opportunity.

10.2. Compliance and Cooperation: During the period of illness or incapacity, you shall (i) comply with all provisions of Indian Law regarding illness or disability (ii) follow all instructions or directions of the Company as set out in the Leave Policy or otherwise, and (iii) co-operate with a medical examination by a physician to be appointed by the Company, if such examination is required by the Company in addition to (i) and (ii) thereof.

10.3. Payments: The payments referred to pursuant to the Sick Leave policy will be made less any amount paid directly to you under any insurance taken out by the Company in this respect and/or benefits and/or claims in respect of loss of income vis-à-vis third parties in connection with said illness or disability.

11. Confidentiality and Intellectual Property

11.1. General Confidentiality: In the course of your assignment with us, and by virtue of the position held by you, you may acquire information, technical or otherwise, including any computer software, which is confidential or proprietary to Intuit or its subsidiaries or affiliates, its customers, subcontractors or any other individuals or companies having any kind of association or relationship with Intuit, and/or its affiliates or subsidiaries (together "Confidential Information"). You shall keep and maintain strict confidentiality of such Confidential Information and data that may come to your possession or knowledge by virtue of this engagement, use such information only as may be required in the normal course of your work and shall not disclose or divulge any such information or data, without prior written consent of an authorized officer of the Intuit. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and shall not disclose or divulge any such information to third parties or make use of such information for your own benefit or otherwise howsoever. You will not reproduce, store in a retrieval system or transmit in any form or by any means - electronic, mechanical, photocopying, recording, scanning or otherwise - any copyrighted material or other confidential Information, for your own benefit or for the benefit of any third party, either during the term of your employment or thereafter. Upon

expiry or termination of your employment with Intuit, you will return and surrender to Intuit, all such Confidential Information including without limitation, data, information, files, books, magazines, reports, documents, manuals, audio and video tapes, floppies and discs and any other knowledge databases that came to you or were entrusted to you in the course of your employment and shall not retain any copy thereof in any form whatsoever. You may be required to execute such other or further agreements as Intuit or its affiliates or customers may require in this regard, from time to time.

11.2. No Public Disclosure: You shall not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to Intuit or its parent, subsidiaries or affiliates, except with prior approval.

11.3 Intellectual Property and Employee Invention Assignment and Confidentiality Agreement: All intellectual property rights in any work or material developed by you during the course of your employment shall belong to and be the property of Intuit and you confirm that you shall not be entitled to claim any rights over such intellectual property. If required by Intuit, during or after the term of this engagement, you shall assign and transfer in favour of Intuit or, at the request of Intuit, in favour of any of its parents, subsidiaries, affiliates or customers, all intellectual property rights in such works or materials and shall execute such deeds and documents, as Intuit may require, to effectually vest in Intuit, any of its parents, subsidiaries, affiliates or customers as Intuit may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property properties or rights of any other persons. **Additionally as a condition of employment with the Company, you will sign and comply with the Company's Employee Invention Assignment and Confidentiality Agreement attached hereto as "Annexure B".**

12. Payment of Compensation and Benefits

12.1. Taxes: Your annual salary, pending continued employment, will be in accordance with Part 1 of the schedule annexed to this Agreement and will be subject to deduction of tax at source. Intuit assumes no responsibility for your personal tax affairs, and your tax liability in respect of your remuneration is entirely your responsibility. Provided however, Intuit may, from time to time, withhold any tax as may be required by applicable law.

12.2. Method of Payment: Your remuneration shall be paid in equal monthly installments in arrears by no later than the last business day of each month. Payment shall be made by bank transfer only to such account designated by you. Although the Company will do its best to ensure that the salary is paid on time, it will not be responsible if it is paid later because of postal delays or bank transfer delays.

12.3. Other Benefits: In addition to the compensation that may be due to you, you will also be entitled to other benefits and entitlements as may have been set out in the schedule annexed to this Agreement or in Company Policy. It is however clarified that such benefits and entitlements are provided on a voluntary basis by the Company in accordance with the

Company Policy in force at present, and hence are liable to change from time to time. During the term of your employment with Intuit, you will be subject to all such applicable rules and regulations in accordance with the Company Policy as may be in force from time to time.

13. Information and Communications Technology

13.1. Compliance: You must comply with the Company's policies on use of email, the internet and computers.

13.2. Tampering and Passwords: Unauthorized use or tampering with Company computers, systems, or data will be regarded as serious misconduct and may lead to your summary dismissal. In particular, you agree to only use passwords which have been authorized and must not in any circumstances load a program or data into one of the Company's computers unless the program and data originate within the Company, has been provided for your use, and has been tested for viruses in advance.

13.3. Electronic Communications: The Company provides telephones (including mobile and voicemail), email and internet access for business purposes. Although the Company permits reasonable use of these facilities for personal use, you acknowledge that the communications made and received by you are not confidential.

13.4. Monitoring and Recording: For the purposes of business (including and not limited to quality control, monitoring of policy compliance and unauthorized use and checking messages during periods of absence), communications made by or to employees may be monitored or recorded. This applies in particular to telephone (including mobile and voicemail), email and internet use.

14. Health & Safety

You are required to:

- Whilst at work take reasonable care for the health and safety of yourself and others who may be affected by what you do or do not do at work;
- Co-operate with the Company so that it can ensure in so far as is reasonably practicable the health, safety and welfare at work of all its employees;
- Comply with any duties or requirements relating to health and safety; and
- Comply with any rules or regulations made from time to time by the Company for the health, safety and welfare of its employees; and
- Refrain from interfering with or misusing anything provided by the Company in the interest of health, safety and welfare.

15. Conflicts Of Interest

During the terms of this Agreement, except with the prior written permission of the Company's HR Country Manager, you agree not to belong to or have any financial interest in any business or organization, which gives rise or may give rise to a conflict of interest. You shall notify the Company's HR Country Manager as soon as possible if aware that such a conflict exists or may exist or if there is any potential for a conflict interest arising.

16. Retirement

Subject to earlier termination of this engagement, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.

17. Severability

The Company and you mutually agree that the provisions of this Agreement are severable, and if any one provision is found to be unenforceable in whole or in part, the remainder of the Agreement will remain in valid and enforceable. The Company and you further agree that the court should modify any provision to make it enforceable.

18. Notice

Any notices required to be given under this Agreement shall be in writing and shall be validly delivered if (a) sent by personal hand delivery, or (b) sent by mail to the address of the applicable party set forth on the first page of this Agreement or (c) sent by fax, or (d) sent by email transmission, or (e) sent by courier. The Company and you mutually agree to make every reasonable effort and accommodation required for the timely receipt of notices required under this Agreement.

19. Governing Law

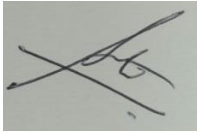
This Agreement is governed by and construed in accordance with the laws of India.

20. Entire Agreement

This Agreement, the Employee Invention Assignment and Confidentiality Agreement and any documents referenced herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings and agreements, whether written or oral, between or among the parties hereto with respect to the specific subject matter hereof.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial association between you and Intuit. We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings. Welcome aboard! Kindly return a copy of this Agreement duly counter signed by you in acceptance of the terms and conditions set out therein.

Sincere regards,

A handwritten signature in black ink, appearing to be 'SB', on a light gray background.

Somnath Baishya
Director HR, India
Intuit India Product Development Center Private Limited

I hereby accept and agree to this Agreement. I promise to abide by the policies and regulations of the Company.

Name: ANOOPA

Signature: _____

Date: _____

Annexure B
EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT
Intuit India Product Development Center Private Limited

1. I understand that **Intuit India Product Development Center Private Limited** (the “**Company**”) is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Company Inventions (as defined below) and in all related worldwide patents, patent applications, copyrights, mask works, trademarks, trade secrets and any similar and other intellectual property rights, worldwide, whether or not currently perfected (“**Intellectual Property Rights**”). Accordingly, I am entering into this agreement (“**Agreement**”) as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.
2. I understand that during the course of my employment with the Company it is likely I will gain access to information of a confidential or secret nature that may be disclosed to me by the Company or a third party that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (“**Proprietary Information**”). Proprietary Information includes, but is not limited to, Company Inventions (as defined below), marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, supplier lists, and trade secrets.
3. I agree that, at all times, both during my employment and after I leave the Company, I will keep and hold any Proprietary Information in strict confidence and trust, and I will not use or disclose any Proprietary Information without first receiving the Company’s express written consent, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon leaving the Company, I will promptly give to the Company all documents, materials or property in my possession related to the Company. I will not take with me any property or copies of my work or Company-related documents and materials that I have received or used, including Proprietary Information.
4. During the period of my employment, I agree to promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets that I conceive or first reduce to practice or create, either alone or jointly with others, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets or other Intellectual Property Rights (“**Inventions**”).
5. I agree that all Inventions that (a) are developed using equipment, supplies, facilities, or trade secrets of the Company, (b) result from work performed by me for the Company, or (c) relate to the Company’s business or current or anticipated research and development

(“**Company Inventions**”), will be the sole and exclusive property of the Company. Attached hereto as Exhibit A is a list describing all inventions, original works of authorship, developments and trade secrets which were made by me (including patents, original works of authorship and developments I worked on with a prior employer) prior to the date of this Agreement, which belong to me (or belong to me and/or third parties) and which are not assigned to the Company (“**Prior Inventions**”). If disclosure of any Prior Inventions would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but should only disclose a cursory name for each such invention, the owners of that invention and why full disclosure has not been made. If no such list is attached, it is because there are no Prior Inventions. I acknowledge and agree that if I use any of my Prior Inventions in the scope of my employment, or include them in any product or service of the Company, I hereby grant to the Company a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license to use, disclose, make, have made, sell, import, copy, distribute, modify and create works based on, perform or display such Prior Inventions and to sublicense third parties with the same rights. I will not use or disclose any Prior Inventions in the scope of my employment at the Company if such use or disclosure would cause me to violate any obligations to any third party.

6. I understand that, for purposes of the copyright laws of India, the United States, and any other jurisdiction that recognizes “works made for hire,” any copyrightable works prepared by me within the scope of my employment are “works for hire;” consequently, the Company will be considered the author and owner of such works. Generally, any and all rights, title, ownership and interest, worldwide, including, without limitation, Intellectual Property Rights (collectively “**Proprietary Rights**”), in and to any of my work product, other results of my services or anything else that I create or jointly create and that constitutes Proprietary Information or Company Inventions hereunder (collectively “**Work Product**”) shall vest in Company upon creation. If under mandatory law, Proprietary Rights do not vest in Company upon creation, I hereby assign all Proprietary Rights to any Work Product to Company, effective upon creation. To the extent that under mandatory law, rights can only be assigned after creation, I hereby irrevocably agree to assign, immediately following the creation, all Proprietary Rights to Work Product to Company. To the extent that under mandatory law, Proprietary Rights cannot be assigned, I hereby irrevocably agree to grant, and hereby grant, to Company an exclusive (excluding also myself), perpetual, irrevocable, unlimited, worldwide, fully paid, and unconditional license to use and commercialize Proprietary Right to Work Product in any manner now known or in the future discovered. To the extent such license grant is not fully valid, effective or enforceable under mandatory law, I hereby irrevocably agree to grant, and hereby grant, to Company such rights as Company reasonably requests in order to acquire a legal position as close as possible to full legal ownership. In order to ensure that Company will be able to acquire, perfect and use such Proprietary Rights, I will: (i) transfer possession, ownership, and title to media, models, and other tangible objects containing Work Product to Company; (ii) sign any documents at Company’s request to assist Company in the documentation, perfection and enforcement of its rights, and (iii) provide Company with support and reasonable access to information for recording, perfecting, securing, defending, and enforcing such Proprietary Rights. I also irrevocably authorize Company to act and sign on my behalf and take any necessary steps in order to perfect Company’s rights under this

Agreement. In case that under mandatory law, I retain any rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” (collectively “Moral Rights”) or other inalienable rights to Work Product or Confidential Information under this Agreement, I irrevocably agree to waive, and hereby waive, all such rights, or, to the extent I cannot waive such rights, I agree not to exercise such rights, until I have provided prior written notice to Company and then only in accordance with any reasonable instructions that Company issues in the interest of protecting its rights and the rights of its customers.

7. To the maximum extent permitted by applicable law, I agree to refrain from asserting any rights to claim authorship of any Company Invention, to object to or prevent modification or destruction of any Company Invention, or to withdraw from circulation or to control the publication or distribution of any Company Invention, and any similar right existing under the judicial or statutory law of any country or treaty.

8. I agree to assist the Company in every proper way to obtain and enforce the Intellectual Property Rights and other legal protections for the Company Inventions in any and all countries. I will sign documents that the Company may reasonably request for use in obtaining and enforcing such protection. My obligations under this paragraph will continue even after I leave the Company, provided the Company will reimburse me at a reasonable rate after I leave the Company for time or expenses actually spent by me on its behalf. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for the purposes set forth in this paragraph.

9. I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the company’s express written consent, engage in any other employment or business that (i) directly competes with the current or future business of the Company; (ii) uses any Company information, equipment, supplies, facilities or materials; or (iii) otherwise conflicts with the Company’s business interest and causes a disruption of its operations. The provisions of this paragraph shall apply both during normal working hours and at all other times including, without limitation, evenings, weekends, holidays and vacation time, while I am employed by the Company.

10. During my employment with the Company and for a period of one (1) year thereafter, I will not induce or influence, or seek to induce or influence, any person who is employed or engaged by the Company (as an agent, employee, independent contractor, or in any other capacity), or any successor thereto, in order to obtain such person as an employee or independent contractor for a business competitive with the Company, or to cause such person to terminate his or her employment, agency or relationship with the Company, or any successor thereto.

11. During and after the termination of my employment with the Company, I will not directly or indirectly solicit or assist or otherwise take away customers or suppliers of the Company if, in so doing, I access, use or disclose any Proprietary Information belonging to the Company. I acknowledge and agree that the names and addresses of the Company’s customers and

suppliers, and all other confidential information related to them, including their buying and selling habits and special needs, whether obtained by, or disclosed to me during my employment, constitute trade secrets of the Company.

12. I hereby authorize the Company to use, reuse, and grant others the right to use and reuse, both during and after my employment, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media) in connection with the Company's business, including any promotion, marketing or advertising of the Company or its products or services which was obtained by the Company during my employment with the Company.

13. I represent that my performance of all the terms of this Agreement and my responsibilities as an employee of the Company will not breach any invention assignment, proprietary information, non-solicitation, non-competition, or other agreement or obligation with any former employer or other party. I also represent that I will not bring with me to the Company or use in the performance of my responsibilities for the Company any property or materials or trade secrets of a former employer or third party that are not generally available to the public or would not have been legally transferred to the Company. I hereby authorize the Company to notify, after I leave the Company, third parties, including, without limitation, customers and actual or future employers of the terms of this Agreement and my responsibilities detailed in this Agreement. I agree to provide the Company with contact information for all of my employers during the one (1) year period after the termination of my employment with the Company.

14. I understand that any breach or threatened breach of this Agreement by me will likely result in irreparable harm and the Company will be entitled to injunctive relief to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement and shall have the right to recover the reasonable attorney's fees and court costs expended in connection with any litigation instituted to enforce this Agreement.

15. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE INDIA. ANY ACTION, SUIT, OR OTHER LEGAL PROCEEDING WHICH IS COMMENCED TO RESOLVE ANY MATTER ARISING UNDER OR RELATING TO ANY PROVISION OF THIS AGREEMENT SHALL BE COMMENCED ONLY IN A COURT IN THE STATE OF KARNATAKA, AND THE COMPANY AND THE EMPLOYEE EACH CONSENTS TO THE JURISDICTION OF SUCH A COURT. IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT IS FOUND BY A COURT OR OTHER COMPETENT TRIBUNAL TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THEN THAT PROVISION WILL NOT BE VOIDED BUT ENFORCED TO THE MAXIMUM EXTENT ALLOWED, AND THE REMAINDER OF THE PROVISION WILL REMAIN IN FULL FORCE AND EFFECT. IF SUCH CLAUSE OR PROVISION CANNOT BE SO ENFORCED, SUCH PROVISION SHALL BE STRICKEN FROM THIS AGREEMENT AND THE REMAINDER OF THIS

AGREEMENT SHALL BE ENFORCED AS IF SUCH INVALID, ILLEGAL OR UNENFORCEABLE CLAUSE OR PROVISION HAD (TO THE EXTENT NOT ENFORCEABLE) NEVER BEEN CONTAINED IN THIS AGREEMENT.

16. The Appointment Order, Employment Agreement and this Agreement and any documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

17. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against whom enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

18. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

19. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by me to be reasonable for such purpose. I agree that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such breach or threatened breach, I agree that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach and the right to specific performance of the provisions of this Agreement without the posting of a bond and I hereby waive the adequacy of a remedy at law as a defense to such relief.

20. All notices, statements or other communication required or permitted to be given or made under this Agreement shall be in writing in the English language and delivered by hand or sent by prepaid post with recorded delivery, or facsimile transmission addressed to the intended recipient at the applicable parties address set forth on the first page of your Appointment Order or to such other address or facsimile number as either Party may from time to time duly notify to the other Party in writing.

21. This Agreement will be effective as of the first day of my employment by the Company, or upon disclosure of covered Company Proprietary Information should that disclosure occur prior to the first day of my employment, or upon the date of my signature below, whichever date occurs first.

Employee

By: _____

Name: ANOOPA _____

Date: _____

Exhibit A
LIST OF PRIOR INVENTIONS

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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~~Do you have any inventions?~~

None

Yes [If yes, please list them below]

Signature of Employee: _____

Print Name of Employee: ANOOPA

Date: _____



TARGETED COMPENSATION
ANNEXURE A

Intuit India Product Development Centre Private Limited
Anoop Devadiga - Senior Software Engineer

Part 1: Fixed Pay (Annualized)		
Sl No	Particulars	
1	Basic Salary	765,000
2	House Rent Allowance	306,000
3	Conveyance Allowance	19,200
4	Medical reimbursement*	15,000
5	Leave Travel Concession*	63,750
6	Reimbursement of Telephone expenses*	30,000
7	Company's contribution to Provident Fund	91,800
8	Special allowances	409,250
		INR 1,700,000
Part - II: Targeted Variable Pay (as described in your Offer Letter)		
	IPI Target: expressed as a percentage of your Fixed Pay at hire	
	15%	INR 255,000
Part - III: Intuit Inc. Stock Options and RSUs (as described in your Offer Letter)		
	RSUs	450,000

Notes:

* Any tax benefits will be calculated quarterly upon submission of the required documentation

Somnath Baishya
Director HR, India

Employee Signature

Date Signed



Global Employee Data Sheet

Please PRINT information legibly			
Employee Legal Name Enter your name <u>exactly</u> as it appears on your National Identifier	Legal First Name	Legal Middle Name or Initial	Legal Last Name
Current/Mailing Address & Contact Information This address will be used for mailing your paychecks, benefits information and any other type of Intuit related communication. You may update your address at any time through Workday.			
Street Address			
City/Town, State/Province			
Zip/Postal Code			
Country	India		
Home Phone Number			
Mobile Number			
Personal Identifying Information			
National Identifier	Select National Identifier		Provide National Identifier Number
	<input type="checkbox"/> Canada – Social Insurance Number		
	India		
	<input checked="" type="checkbox"/> Permanent Account Number (PAN)		
	<input checked="" type="checkbox"/> Universal Account Number (UAN)		
	Singapore		
	<input type="checkbox"/> National Registration Identification Number <input type="checkbox"/> Foreign Identification Number		
<input type="checkbox"/> UK – National Insurance Number			
<input type="checkbox"/> US – Social Security Number			
Birth Date	Month:	Day:	Year:
Gender	<input type="checkbox"/> Female	<input type="checkbox"/> Male	<input type="checkbox"/> I do not wish to disclose
Marital Status	<input type="checkbox"/> Married	<input type="checkbox"/> Single	<input type="checkbox"/> Divorced
	<input type="checkbox"/> Separated	<input type="checkbox"/> Common Law	<input type="checkbox"/> Head of Household
	<input type="checkbox"/> Widowed	<input type="checkbox"/> Other	
Emergency Contact Information			
Contact Name			
Phone Number – Primary			
Phone Number – Alternate			
Relationship			
India Employees Only			
Father's Name			
Passport Details	Number:		
	Expiration Date:		
	Date of Issue:		
	Issuing Country:		