



Intuit Mandatory Privacy and Security Training

Protecting customer privacy and ensuring strong security are critical elements of Intuit's success. They are part of everyone's jobs, including temporary employees and contractors. We have developed privacy and security online training modules that will help you understand Intuit's privacy and security policies and practices. Please view the online training modules within 5 days of your start date.

After you have completed viewing both modules, sign and date the attached acknowledgement form and fax to ICon at (650) 378-4157.

To take the training: You may complete the following modules separately or together as your schedule permits.

- Privacy Module: <https://home.intuit.com/training/privacy/login.html> (about 20 minutes)
 - You will need audio, Internet Explorer 5.0 or higher and Flash 6.0 or higher.
 - Disable pop up blockers or you will not be able to view the module.
 - If you stop the privacy module before completion, you will need to start from the beginning of module when restart it and manually advance to where you left off.
- Security Module: <https://home.intuit.com/training/security/login.html> (about 20 minutes)
 - You will need audio and Windows Media Player.
 - If you stop the security module before completion, you will be returned to where you left off when you restart. You will not need to go back to the beginning of the presentation.
- For both programs, you will need access to the Intuit corporate intranet. Type your User ID and password as prompted. Your User ID is usually the name you use to access the network and the password is the one you use to access the corporate intranet directory. **Note: most contractors and temporary employees are assigned corporate directory ids. If you are unsure of your login and password, please contact the Help desk for assistance.**
 - Click "sign in."
 - A welcome screen will begin the course.
 - The program should immediately launch. If not, you may be prompted to install the latest version of FLASH. Complete the installation, return to this e-mail message and click again on the above URL.
- **Submit the online acknowledgement at the end of each module in addition to completing the attached hard copy. If you do not submit the online acknowledgement form, you will not be certified as having completed the training in Intuit's tracking database.**

Questions or problems:

If you have technology questions or problems accessing the training modules please contact your local Help Desk or go to <http://hdrequest.intuit.com> to submit a request for assistance.

Intuit's Privacy and Security Acknowledgment Combined Form

Intuit establishes internal corporate Privacy and Security Policies that all workers must acknowledge and abide by, including contractors, temporary employees, and others working on behalf of Intuit.

I hereby acknowledge:

- I have completed Intuit's "Inspector March" Privacy Training and the "Security Awareness" Training. I am now familiar with Intuit's Privacy Zone Triggers and the importance of information security and ways I can protect corporate information assets.
- I understand it is my responsibility to research and comply with Intuit's Privacy and Security Policies and Procedures as these relate to my job function.
- I understand it is my responsibility to report any known or suspected violations of Intuit Privacy and Security Policies to my Manager and/or the appropriate Privacy or Information Security corporate team members as soon as I am aware of such a situation.

In addition, if I am a Manager, I also acknowledge my responsibility to:

- Allocate sufficient on-the-job time for employee and non-employee staff to acquaint themselves with the Privacy and Security Policies as relevant to their job and to complete any necessary training.
- Allocate sufficient resources and staff attention to address Intuit privacy and security issues at Intuit.
- Ensure compliance with all Privacy and Security Policies and Procedures that are within the scope of my employees' job functions.

I understand that failure to comply with the above may result in disciplinary action up to and including termination.

Signature

Print Name

Date



CONTRACTOR ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

This Contractor Assignment and Confidentiality Agreement ("Agreement") is made as of the date indicated below, by and between Intuit Inc. ("Intuit"), with its principal place of business at 2535 Garcia Avenue, Mountain View, California 94043 and the party identified below ("Contractor"). Intuit desires to protect certain confidential and proprietary information and therefore Contractor agrees as follows:

1. Contractor understands that Intuit Inc. ("Intuit") is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for Intuit to preserve and protect its Proprietary Information (as defined below), its rights in Inventions (as defined below) and in all related intellectual property rights (collectively referred to as "Intellectual Property"). Accordingly, Contractor enters into this Agreement as a condition of providing services (the "Services") to Intuit, whether or not Contractor is expected to create inventions of value for Intuit.

2. Contractor understands that during the course of providing Services to Intuit it is likely that Contractor will gain access to information of a confidential or secret nature, including but not limited to Inventions (as defined below), marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, and trade secrets ("Proprietary Information"). Such information may relate to the business of Intuit or to the business or any subsidiary, affiliate or any party with whom Intuit is bound to hold information of such party confidential.

3. Contractor agrees that, at all times, both during the time it is providing Services to Intuit and thereafter, to keep and hold any Proprietary Information in strict confidence and trust, and will not use or disclose any Proprietary Information without first receiving Intuit's express written consent, except if compelled by government or court order to do so. Upon completing the Services for Intuit, Contractor will promptly give to Intuit all documents, materials or property in its possession related to Intuit. Contractor will not take any property or copies of its work or Intuit related documents and materials that it received or used in the course of providing the Services, including Proprietary Information.

4. During the course of providing Services for Intuit, Contractor agrees to promptly disclose in confidence to Intuit all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("Inventions") that Contractor makes, conceives, creates or first reduces to practice, either alone or jointly with others, whether or not in the course and scope of providing the Services, and whether or not such Inventions are patentable, copyrightable or protectible as trade secrets.

5. Contractor understands that, under the copyright laws, any copyrightable works prepared by Contractor within the course and scope of performing the Services are "works for hire". Consequently, Intuit will be considered the author and owner of such works.

6. Contractor agrees that all Inventions that (a) are developed using equipment, supplies, facilities, or trade secrets of Intuit, (b) result from work performed by Contractor for Intuit, or (c) relate to Intuit's business or current or anticipated research

and development, will be the sole and exclusive property of Intuit. Contractor hereby assigns and agrees to transfer to Intuit any and all rights that it may have in any such Inventions and in any associated Intellectual Property.

7. Contractor agrees to assist Intuit in every proper way to obtain and enforce the intellectual property protection for any Intellectual Property in any and all countries. Contractor will sign documents that Intuit may reasonably request to obtain such protection. Contractor's obligations under this paragraph will continue even after Contractor is no longer providing Services to Intuit, provided Intuit will reimburse Contractor at a reasonable rate for time or expenses actually spent by Contractor on Intuit's behalf.

8. Contractor understands that providing Services to Intuit requires its undivided attention and effort. As a result, while providing Services to Intuit, Contractor will not, without Intuit's express written consent, engage in any other employment or business that (i) directly or indirectly competes with the current or future business of Intuit; (ii) uses any Intuit information, equipment, supplies, facilities or materials; or (iii) otherwise interferes or conflicts in any way with providing Services to Intuit.

9. While providing Services for Intuit and thereafter, Contractor will not directly or indirectly solicit or take away suppliers or customers of Intuit if the identity of the supplier or customer or information about the supplier or customer relationship is a trade secret or is otherwise deemed confidential information within the meaning of California law.

10. Contractor represents that its performance of all the terms of this Agreement and its responsibilities as a Contractor of Intuit will not breach any invention assignment/proprietary information agreement with any former employer or other party and that will not use or disclose any trade secrets or proprietary information from any former employer or third party in the course of providing Services to Intuit. Contractor also represents that it will not bring to Intuit or use in the performance of its responsibilities for Intuit any property of a former employer that would not generally be available to the public or have not been legally transferred to Intuit. Contractor hereby authorizes Intuit to notify, after Contractor is no longer providing Services to Intuit, Contractor's employer or future employer of the terms of this Agreement and Contractor's responsibilities detailed in this Agreement.

11. Contractor understands that any breach or threatened breach of this Agreement by Contractor will likely result in irreparable harm and Intuit will be entitled to injunctive relief to enforce 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.

12. This Agreement will be governed and interpreted in accordance with the internal laws of the State of California,

without regard to or application of choice of law rules or principles. 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 Agreement will remain in full force and effect.

13. Notwithstanding anything to the contrary contained in this Agreement, Contractor agrees to comply with the Rules of Conduct as in effect from time to time (the current version of which is attached as **Exhibit A**). Contractor shall comply with all applicable laws and regulations. Contractor shall also comply with the Intuit policies, procedures and requirements that relate to the nature of the transaction between Intuit and Contractor. Intuit will provide copies of the relevant Intuit policies, procedures or requirements to Contractor. Compliance with Intuit's policies, procedures and requirements shall not relieve

Contractor of its obligation to comply with applicable laws and regulations.

14. Federal and state securities laws prohibit the purchase or sale of securities of a company by any party who knows material, nonpublic information about such company and the communication of material, nonpublic information about a company to any other party who may purchase or sell the securities of such company. In addition to the provisions of this Agreement regarding confidentiality of Proprietary Information, Contractor agrees that it will not purchase or sell securities of Intuit while it knows material, nonpublic information about Intuit and that Contractor will not purchase or sell securities of any other entity while Contractor knows material, nonpublic information about that entity that Contractor learns in the performance of its duties for Intuit. Contractor further agrees not to disclose material nonpublic information about Intuit or any other entity that Contractor learns in the performance of its duties for Intuit to any other party.

AGREED TO BY:

Contractor:

Signature: _____

Name: _____

Date: _____