

## TEMPORARY CONTRACT WORKER ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

This Temporary Contract Worker 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 Temporary Contract Worker identified below (“**Contract Worker**”). Intuit desires to protect certain confidential and proprietary information and therefore Contract Worker agrees as follows:

1. Contract Worker understands that 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 to Inventions (as defined below) and to all intellectual property (collectively referred to as “**Intellectual Property**”) owned now or in the future. Accordingly, Contract Worker enters into this Agreement as a condition of providing services (the “**Services**”) to Intuit, whether or not Contract Worker is expected to create Intellectual Property of value for Intuit.
2. Contract Worker understands that during the course of providing Services to Intuit it is likely that Contract Worker 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. Contract Worker agrees that, at all times, both during the time he/she is providing Services to Intuit and thereafter, to keep and hold any Proprietary Information in strict confidence and trust, and not to use or disclose any Proprietary Information without first receiving Intuit’s express written consent, unless compelled by government or court order to do so, in which case Contract Worker will promptly notify Intuit of receipt of such government request or court order before providing the information. Upon completing the Services for Intuit, Contract Worker will promptly give to Intuit all documents, materials or property in his/her possession related to Intuit. Contract Worker will not take any property, copies of work, or any other Intuit related documents or materials that he/she received or used in the course of providing the Services, including Proprietary Information.
4. During the course of providing Services for Intuit, Contract Worker 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 Contract Worker 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, or components thereof, are patentable, copyrightable or protectible as trade secrets.
5. Contract Worker understands that, under the copyright laws, any copyrightable works prepared by Contract Worker 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. Contract Worker agrees that all Inventions that (a) are developed using equipment, supplies, facilities, or trade secrets of Intuit, (b) result from work performed by Contract Worker 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. Contract Worker 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. This section does not apply to any inventions qualify fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

7. Contract Worker 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. Contract Worker will sign documents that Intuit may reasonably request to obtain such protection. Contract Worker's obligations under this paragraph will continue even after Contract Worker is no longer providing Services to Intuit, provided Intuit will reimburse Contract Worker at a reasonable rate for time or expenses actually spent by Contract Worker on Intuit's behalf.

8. Contract Worker understands that providing Services to Intuit requires Contract Worker's undivided attention and effort. As a result, while providing Services to Intuit, Contract Worker 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 with Intuit's business interest, causes a disruption of Intuit's operations, or interferes in any way with providing Services to Intuit.

9. While providing Services for Intuit and for a period of one year thereafter, Contract Worker will not directly or indirectly solicit or take away employees or consultants of Intuit for Contract Worker's own benefit or for the benefit of any other person or entity. While providing Services for Intuit and thereafter, Contract Worker will not directly or indirectly solicit or take away suppliers or customers of Intuit if, in doing so, Contract Worker accesses, uses or discloses any Proprietary Information of Intuit. Contract Worker acknowledges and agrees that the names and addresses of all of Intuit'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 Contract Worker in the course of providing services to Intuit, constitute trade secrets of Intuit.

10. Contract Worker represents that his/her performance of all the terms of this Agreement and responsibilities as a Contract Worker of Intuit will not breach any invention assignment/proprietary information agreement with any former employer or other party and that he/she 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. Contract Worker also represents that he/she will not bring to Intuit or use in the performance of his/her responsibilities for Intuit any property of a former employer, client or other party, that would not generally be available to the public or has not been legally transferred to Intuit. Contract Worker hereby authorizes Intuit to notify appropriate parties, after Contract Worker is no longer providing Services to Intuit, of the terms of this Agreement and Contract Worker's responsibilities detailed in this Agreement.

11. Contract Worker understands that any breach or threatened breach of this Agreement by Contract Worker 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. Contract Worker agrees to return to Intuit upon its request or immediately upon termination of Contract Worker providing Services to Intuit any property or assets made available to Contract Worker during the course of providing Services to Intuit.

13. 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.

14. Notwithstanding anything to the contrary contained in this Agreement, Contract Worker 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**). Contract Worker shall also comply with all applicable laws and regulations. Contract Worker shall also comply with the Intuit policies, procedures and requirements that relate to the nature of the transaction between Intuit and Contract Worker. Intuit will provide copies of the relevant Intuit policies, procedures or requirements to Contract Worker. Compliance with Intuit's policies, procedures and requirements shall not relieve Contract Worker of his/her obligation to comply with applicable laws and regulations.

15. 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, Contract Worker agrees that he/she will not purchase or sell securities of Intuit while Contract Worker knows material, nonpublic information about Intuit and that Contract Worker will not purchase or sell securities of any other entity while Contract Worker knows material, nonpublic information about that entity that Contract Worker learns in the performance of Contract Worker's duties for Intuit. Contract Worker further agrees not to disclose material nonpublic information about Intuit or any other entity that Contract Worker learns in the performance of Contract Worker's duties for Intuit to any other party.

AGREED TO BY:

Temporary Contract Worker:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Rules of Conduct for Temporary Contract Workers of Intuit**

When performing services for Intuit we expect that Temporary Contract Workers performing services for Intuit will adhere to our values and standards of conduct as set forth in Intuit's Code of Conduct & Ethics. For reference, Intuit's Code of Conduct & Ethics can be found at [www.Intuit.com](http://www.Intuit.com) under "*Investor Relations*." In addition to general standards set forth in the Code, the following are some key provisions that Temporary Contract Workers should keep in mind with respect to Intuit's Rules of Conduct.

**1. Workplace Conduct**

a. **Prohibition of Harassment**: Intuit strictly prohibits harassment or discrimination of any kind, including harassment on the basis of sex, race, color, religion, gender, age, mental or physical disability, medical condition, national origin, gender identity, marital status, veteran status, sexual orientation, or any other characteristic protected under applicable laws. If a Temporary Contract Worker experiences, knows of, or suspects any discriminatory or harassing conduct, they should immediately report the incident to the manager, the HR Business Partner, or Intuit's Employee Relations, Center of Excellence at [Employee\\_RelationsCOE@intuit.com](mailto:Employee_RelationsCOE@intuit.com).

b. **No Retaliation**: Retaliation against an individual for reporting issues or participating in investigations will not be tolerated and Intuit will make every effort to protect Temporary Contract Workers who report matters of concern in good faith.

c. **Prohibition of Threats or Acts of Violence**: Intuit will not tolerate and strictly prohibits violence, threats of violence, or other conduct that harms or threatens the safety of employees or others in the workplace. This policy applies to both on-site and off-site locations where Intuit business is conducted, and to Intuit-sponsored events.

Prohibited conduct includes but is not limited to:

- Any act or threat of violence towards person or property
- Actions or statements that, either directly or indirectly, tend to cause another to reasonably fear for his or her safety or the safety of family, friends, associates, or property
- Actions or statements, including harassment, epithets, and intimidation, that have the purpose or effect of creating fear in a reasonable person
- Participation in or encouragement of a fight
- The use of any instrument to injure, threaten, or intimidate
- The sale of weapons via Intuit Public Folders (Classified Ads)
- Use or possession of any firearm, explosive, or weapon of any kind, regardless of whether the person has a lawfully issued permit to carry concealed weapons

Any possible violations of this policy affecting anyone in the workplace should be immediately reported to the site Human Resources Manager or Intuit Security. You can reach an Intuit Security team member 24 hours a day/7 days a week by calling 650-944-6911. **Emergencies and imminent threats of harm should immediately be reported to the police or other emergency personnel.**

d. **Drug-Free Workplace**: Temporary Contract Workers are prohibited from engaging in the unlawful possession, use, manufacture, sale, trade, transfer or offering for sale of illegal drugs while on Intuit property (including parking area and grounds), while performing any duties on behalf of Intuit or engaging in any activity connected with

their Intuit assignment. Temporary Contract Workers are also prohibited from having any illegal or unauthorized controlled substances in their systems while performing any duties on behalf of Intuit or engaging in any activity connected with their Intuit assignment. Temporary Contract Workers are prohibited from having excessive amounts of otherwise lawful, controlled substances in their systems (including alcohol and over-the-counter medications), such that the Temporary Contract Worker's abilities to function is impaired or the Temporary Contract Worker is "under the influence" while performing any duties on behalf of Intuit or engaging in any activity connected with their Intuit assignment. Temporary Contract Workers are prohibited from illegal use of prescription drugs. However, nothing in this policy precludes the appropriate use of legally prescribed medications. This policy applies to all Temporary Contract Workers.

e. No Smoking: For reasons of safety, legal compliance, public relations, and other concerns, smoking is prohibited inside Intuit buildings. Temporary Contract Workers who want to smoke may do so outside of buildings in designated smoking areas approved by site management.

f. Use of Intuit Electronic Communication Systems: In connection with the temporary assignment, Temporary Contract Workers may be given Intuit-owned computers and have access to Intuit's network, email, the Internet, and telephone/voice mail/call log systems (collectively referred to as "Electronic Communications"). Temporary Contract Workers are responsible for ensuring that their use of Intuit's Electronic Communications is professional, courteous, does not violate any laws, and maintains the security of Intuit's confidential information. Intuit's Electronic Communications systems are for business use. Intuit has the technical capability to access, review, copy, modify and delete any Electronic Communications transmitted through or stored on Intuit's equipment, or on the network. Intuit reserves the right to monitor, access, review, copy, disclose, modify or delete all such Electronic Communications at any time. All Electronic Communications are the property of Intuit. Temporary Contract Workers should treat the network like a shared file system - with the expectation that files sent, received or stored anywhere in the network, as well as the Internet sites viewed by Temporary Contract Workers, will be available for review by any authorized representative of Intuit. The Electronic Communication systems are provided, at Intuit's expense, for Temporary Contract Workers to use on Intuit business. All Electronic Communications, whether internal or external, and all use of Intuit's equipment and the network, including Internet access, should be conducted in a professional manner. Temporary Contract Workers may not use Intuit's Electronic Communications to engage in communications that are in violation of Intuit policy. The following are examples of inappropriate use of Intuit's Electronic Communications systems: (1) transmitting or posting defamatory, obscene, pornographic, offensive, threatening or harassing messages on servers or electronic bulletin boards or by voice mail; (2) copying or transmitting software or other information protected by copyright without an appropriate license; (3) accessing another employee's or contractor's email or voicemail without authorization; (4) downloading offensive or pornographic material off the Internet; (5) sending chain letters; (6) offering weapons for sale via Intuit Public Folders (Classified Ads).

## **2. Standards of Conduct**

a. Intuit's business should be conducted at all times with integrity and in compliance with applicable governmental laws, rules and regulations and Intuit's Code of Conduct & Ethics.

b. Temporary Contract Workers are generally free to engage in personal business and financial transactions and other activities outside of Intuit provided that these transactions and activities do not conflict, or appear to conflict, with the interests of Intuit. A conflict of interest occurs when the prospect of direct or indirect personal gain interferes with the objectivity of your judgments or actions, and conflicts with the responsibilities you owe to Intuit in connection with the Services you are providing.

c. Temporary Contract Workers are prohibited from accepting simultaneous employment as an employee, independent contractor, consultant with, or member of the board of directors of, an outside business concern (particularly, an Intuit customer, partner, distributor, supplier), if such affiliation could give rise to an actual or potential conflict of interest with Services Temporary Contract Worker is providing to Intuit. Possible examples include serving as a director or an officer of a firm that sells to or purchases from Intuit, or working for a supplier. Temporary Contract Workers are also prohibited from taking part in any activity that enhances or supports a competitor's position, including accepting simultaneous employment with a competitor.

d. Temporary Contract Workers and members of their immediate family may not give or accept any gift or entertainment, which might indicate an intention to improperly influence the normal business relationship between Intuit and any supplier, customer, partner, distributor or other third party. Permissible gifts and entertainment are given openly, directly, come with no strings attached, are not solicited, are not in the form of cash or a cash equivalent, such as a cash or gift card, are not significant in value, are not accepted as part of or during a business negotiation and comply with all applicable laws and with the policies of both the giver and receiver. Temporary Contract Workers are prohibited from accepting any gift or entertainment from an Intuit competitor. Temporary Contract Workers and their immediate family members are also prohibited from accepting any personal discount from any Intuit supplier, customer or competitor, unless the same discount is available to all Intuit Temporary Contract Workers or is publicly available. Please refer to Intuit's Code of Conduct & Ethics for further details on Gifts & Entertainment or contact Intuit's Ethics & Compliance Program Office at: [AskEthics&Compliance@intuit.com](mailto:AskEthics&Compliance@intuit.com).

e. Neither a Temporary Contract Worker, nor any member of their immediate family may hold a financial interest in an outside business concern (e.g., with any of Intuit's suppliers, partners, distributors or competitors) that might give rise to an actual or potential conflict of interest with Intuit.

### **3. Seeking Guidance and Reporting Concerns**

a. Any questions or concerns regarding the above can be directed to Intuit's Ethics & Compliance Program Office at [AskEthics&Compliance@intuit.com](mailto:AskEthics&Compliance@intuit.com). If you prefer, you can seek guidance or report a concern anonymously by contacting Intuit's Integrity Line at 877-379-3939. Intuit's Integrity Line is an external, third-party service available for reporting 24 hours a day, 7 days a week, and 365 days a year.

b. In addition to seeking guidance and clarification as needed, Intuit expects Temporary Contract Workers to report suspected violations of the law, Intuit's Code of Conduct & Ethics, other corporate policies and standards, and improper accounting and financial reporting practices to one of the reporting channels identified above.