

H&R Block Mobility Tax Services Agreement

Thank you for choosing H&R Block's Mobility Tax Services. We appreciate the opportunity to serve you! This H&R Block Mobility Tax Services Agreement ("MTS Agreement") is between you and H&R Block International LLC doing business as Mobility Tax Services ("MTS", "we", "us", or "our"). Be sure that you carefully read and fully understand this MTS Agreement. You may use the MTS Services only if you sign this MTS Agreement.

THIS AGREEMENT INCLUDES A BINDING ARBITRATION AGREEMENT IN SECTION 7 THAT REQUIRES THE RESOLUTION OF DISPUTES BY INDIVIDUAL ARBITRATION UNLESS YOU OPT-OUT OF THE ARBITRAITON AGREEMENT AS PROVIDED IN SECTION 7.

THIS AGREEMENT INCLUDES YOUR CONSENT TO ELECTRONIC COMMUNICATIONS AS PROVIDED IN SECTION 8.

1.0 MTS SERVICES DESCRIPTION (the "MTS Services")

1.1 Income Tax Return Preparation Services. We will prepare your personal federal and applicable state income tax returns for calendar or fiscal year 2024.

1.2 Tax Advice Services. If you select and pay for tax advice services, we will consult with you and provide advice in connection with the preparation of your 2024 federal and state income tax returns. Fees for the tax advice services are in addition to the fees for tax return preparation. Our fees for the tax advice services will be based on the time required for work performed, plus out-of-pocket expenses. We will submit our invoice for these services when rendered, and payment is due upon submission of our bill.

1.3 Examination Representation Services. Your tax returns are subject to examination by federal and state revenue authorities. In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on the tax return. If an examination occurs, and you select and pay for examination representation services, we will represent you. Fees for the examination representation services are in addition to tax advice services fees and tax return preparation fees.

2.0 MTS SERVICES LIMITATIONS

2.1 No Transfer. The MTS Services cannot be transferred to others.

2.2 Not Available. The MTS Services are not available for:

(a) business returns; or

(b) you if you are under eighteen (18) years of age, but you can use the MTS Services to prepare tax returns for your dependents.

2.3 Not Legal Representation. You understand and agree that we are not engaged in rendering legal services or other advice, and the MTS Services are not legal services or advice.

2.4 No Independent Verification. You understand that we are relying upon information provided by you, and we do not independently verify information provided by you. However, we may ask you for further clarification and expect you to provide that clarification promptly and candidly.

2.5 Information not timely received. We assume no responsibility for adverse consequences due to your failure to provide information to us in a timely fashion.

2.6 Must Perform Duties. We are not responsible for providing any services under the MTS Services if you fail to fully comply with any of your Duties listed in Section 3.

2.7 Not for Prior Year Returns. The MTS Services are only for your 2024 tax return. If we discover information that affects prior year tax returns during our providing the MTS Services, we will make you aware of this information. However, we are not responsible for identifying any or all items that may affect prior year returns. If you become aware of such information, please contact us, and we will help you come up with a plan to resolve the issue (additional fees apply).

3.0 YOUR DUTIES

3.1 Agree and Pay. The MTS Services are only available after you agree to this MTS Agreement and we receive payment for the MTS Services.

3.2 Provide Information. You must provide us with full and accurate personal information that we require to provide or supply you with one or more of the benefits associated with the MTS Services which may include, without limitation your name, address, telephone number, email address, Social Security number and other personal information. If we are unable to obtain the required personal information from you, or if you do not take required steps outlined below, the services or benefits that you receive through the MTS Services may be limited or reduced.

3.3 Information Accuracy and Documentation. You understand that the law imposes a penalty if a taxpayer makes a substantial understatement of tax liability. You also understand that revenue authority audit procedures will likely include questions on bartering transactions and on deductions that require strict documentation such as travel and entertainment expenses, charitable donations, and expenses for business usage of autos and computers. In performing the MTS Services, we rely on your representations that we have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expense deductions.

3.3 Tax Payment. YOU HAVE THE OBLIGATION TO PAY ALL YOUR TAX LIABILITY FOR CURRENT AND FUTURE TAX YEARS, INCLUDING PAYMENT OF THE WITHHOLDINGS AND QUARTERLY ESTIMATED TAX PAYMENTS, AND TO COMPLY WITH ALL FILING REQUIREMENTS DURING AND SUBSEQUENT TO OUR MTS SERVICES.

3.4 Account Creation and Security. You may be required to register and create an account with us to access certain features of the MTS Services. You will be assigned or will select a user name and password through the registration process. By creating an account, you consent to receive e-mail correspondence from MTS regarding your account or your use of the MTS Services. You are responsible for keeping your account, username, password, and

other information confidential. You are responsible for all use of the MTS Services under your account.

4.0 YOUR PRIVACY.

4.1 Our Privacy Notice. Your use of the MTS Services is subject to our Privacy Notice, available at: <https://www.hrblock.com/universal/digital-online-mobile-privacy-principles.html>.

4.2 Changes to our Privacy Notice. Consistent with applicable law, we reserve the right to change the Privacy Notice at any time. If we make a material change to the Privacy Notice, we will:

- (A) post a notice on our web site describing the change, or
- (B) send you paper or electronic notification of the change.

4.3 Your Tax Information. Through your use of the MTS Services, you may be required or requested to supply certain Tax Information or other personal financial information.

(A) **E-file.** If you e-file your tax return, we will collect and send your Tax Information through our affiliated electronic transmitter to the revenue authority that you designate. In compliance with applicable law, we will keep an electronic copy of your Tax Information, including e-filing details and status.

(B) **Errors.** We may alert and provide information to revenue authorities to corrector identify errors in the Software.

5.0 DISCLAIMER OF WARRANTIES

UNLESS OTHERWISE EXPLICITLY STATED, MTS, FOR ITSELF AND ITS SUPPLIERS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE MTS SERVICES, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IN OR THROUGH THE MTS SERVICES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MTS SERVICES, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE MTS SERVICES IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WE DO NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER. SOME STATES, INCLUDING NEW JERSEY, DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES. IF YOU LIVE IN ONE OF THESE STATES, THE ABOVE LIMITATIONS DO NOT APPLY TO YOU AND IN SUCH CASE, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERMISSIBLE UNDER APPLICABLE LAW FROM THE DATE YOU FIRST ACCESSED, USED OR ACQUIRED THE MTS SERVICES.

6.0 LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EVEN WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES AND LOST BUSINESS OPPORTUNITIES, WHETHER YOU WERE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT

WILL OUR TOTAL CUMULATIVE LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY YOU FOR THE MTS SERVICES. SOME STATES, INCLUDING NEW JERSEY, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF YOU LIVE IN ONE OF THESE STATES, THE ABOVE LIMITATION OR EXCLUSION DOES NOT APPLY TO YOU.

7.0 ARBITRATION IF A DISPUTE ARISES (“Arbitration Agreement”).

7.1 Scope of Arbitration Agreement. You and the H&R Block Parties agree that all disputes and claims between you and the H&R Block Parties shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, to the fullest extent permitted by applicable law, either you or the H&R Block Parties may elect that an individual claim be decided in small claims court, as long as it is brought and maintained as an individualized claim and is not removed or appealed to a court of general jurisdiction. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of and compliance with sections 7.2, 7.4, and 7.6 below, shall be decided by a court and not an arbitrator. If you are preparing or filing a joint tax return, the term “you” in this Arbitration Agreement refers to both taxpayers. The term “you” in this Arbitration Agreement also refers to any dependents you claim on your tax return. The terms “**H&R Block Parties**” or “we” or “us” in this Arbitration Agreement include H&R Block International LLC, and Emerald Financial Services, LLC, along with their predecessors, successors, and assigns, and each of the past, present, and future direct or indirect parents, subsidiaries, affiliates, officers, directors, agents, employees, and franchisees of any of them.

Arbitration Agreement Opt Out: You may opt out of this Arbitration Agreement within 30 days after you accept this Agreement by filling out the form at www.hrblock.com/goto/optout, or by sending a signed letter to Arbitration Agreement Opt Out, P.O. Box 32818, Kansas City, MO 64171. The letter should include your printed name, address, the last four digits of your Social Security number, and the words “Arbitration Agreement Opt Out.” If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

7.2 Commencing Arbitration. You or we may commence an arbitration proceeding only if you and we do not reach an agreement to resolve the dispute or claim during the Informal Resolution Period (defined below).

a. Pre-Arbitration Notice of Dispute. A party who intends to seek arbitration must first mail a written Notice of Dispute (“Notice”) to the other party. The Notice to the H&R Block Parties should be addressed to: H&R Block-Legal Department, Attention: Notice of Dispute, One H&R Block Way, Kansas City, MO 64105. The Notice to you will be sent to the last known address on file with the H&R Block Parties. The Notice must be on an individual basis and include all of the following: (1) the claimant’s name, address, telephone number, e-mail address, and last four digits of Social Security Number; (2) the nature or basis of the dispute or claim; (3) the specific relief sought; and (4) the claimant’s signature.

b. Informal Settlement Conference. After the Notice containing all of the information required above is received, within 60 days either party may request an individualized discussion (by telephone or videoconference) regarding informal resolution of the dispute (“Informal Settlement Conference”). If timely requested, the

parties will work together in good faith to select a mutually agreeable time for the Informal Settlement Conference. You and our business representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and we agree in writing. Any counsel representing you or us may also participate; however, if you have retained counsel, a signed statement is required by law to authorize the H&R Block Parties to disclose your confidential tax and account records to your counsel. Any applicable statute of limitations will be tolled for the claims and relief set forth in the Notice during the period between the date that either you or we send the other a fully complete Notice, until the later of (1) 60 days after receipt of the Notice; or (2) if a Settlement Conference is timely requested, 30 days after completion of the Settlement Conference (the "Informal Resolution Period"). The parties agree that the existence or substance of any settlement discussions are confidential and shall not be disclosed, except as provided by applicable law.

c. Enforcement of Pre-Arbitration Requirements. The Notice and Informal Settlement Conference requirements are essential so that you and we have a meaningful chance to resolve disputes informally before proceeding to arbitration. A court will have authority to enforce this section 7.2, including the power to enjoin the filing or prosecution of an arbitration or the assessment of or demand for payment of fees in connection with an arbitration, if the party who intends to seek arbitration does not first provide a fully complete Notice and participate in a timely requested Informal Settlement Conference. In addition, unless prohibited by applicable law, the arbitration administrator shall not accept, assess or demand fees for, or administer an arbitration commenced during the Informal Resolution Period.

7.3 How Arbitration Works. Arbitration shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules and, if applicable, the AAA Mass Arbitration Supplementary Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on AAA's website www.adr.org. If AAA is unavailable or unwilling to administer the arbitration consistent with this Arbitration Agreement, the parties shall agree to, or the court shall select, another arbitration provider. Unless the parties agree otherwise, any arbitration hearing shall take place in the county of your residence. If you accept this Agreement outside the United States, the arbitration hearing shall take place in the county in which you last resided in the United States. The arbitrator will be either a retired judge or an attorney specifically licensed to practice law in the state of your residence and selected by the parties from the arbitration provider's national roster of arbitrators. The arbitrator will be selected using the following procedure: (1) the arbitration provider will send the parties a list of five candidates meeting this criteria; (2) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the arbitration provider within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (3) the arbitration provider shall appoint as arbitrator the candidate with the highest aggregate ranking; and (4) if for any reason the appointment cannot be made according to this procedure, the arbitration provider will provide the parties a new list of five candidates meeting the above criteria until an appointment can be made.

7.4 Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve

the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, the arbitrator's rulings or any relief granted must be individualized to you and shall not apply to or affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **You and the H&R Block Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the H&R Block Parties hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If, after exhaustion of all appeals, a court decides that applicable law precludes enforcement of any of this section's limitations as to a particular claim or any particular request for a remedy for a claim (such as a request for public injunctive relief), then the parties agree that the particular claim or the particular request for a remedy (and only that particular claim or particular request for a remedy) must remain in court and be severed from any arbitration. No arbitration shall proceed in any manner as a class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, unless all parties consent in writing.

7.5 Arbitration Costs. Payment of all filing, administrative, case-management, arbitrator, and hearing fees will be governed by AAA Rules, but if you inform us that you cannot afford to pay your share of the fees, we will consider advancing those fees to the AAA on your behalf and will do so if required by applicable law. In addition, we will reimburse you for your share of the fees at the conclusion of the arbitration (regardless of who wins) so long as (i) you complied with the requirements in sections 7.2 and 7.4 above and section 7.6 below, and (ii) neither the substance of your claim nor the relief you sought was determined to be frivolous or brought for an improper purpose as measured by the standards set forth in Federal Rule of Civil Procedure 11(b); otherwise, the payment of fees will be governed by AAA Rules and you agree to reimburse the H&R Block Parties for all fees advanced on your behalf.

7.6 Arbitration of Similar Claims. If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (regardless of whether the cases are submitted simultaneously), the AAA's Mass Arbitration Supplementary Rules, as modified by this Arbitration Agreement, shall apply, and all of the cases must be resolved in arbitration in stages using staged bellwether proceedings if they are not resolved during the Informal Resolution Period. You agree to this process even though it may delay the arbitration of your claim. You and the H&R Block Parties each agree to notify the AAA if the conditions for applying the provisions in this section 7.6 have been satisfied. In the first stage, each side shall select 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators, with each case assigned to an arbitrator from the claimant's home state. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, assess or demand fees for, or administer arbitrations that are commenced in violation of this section. The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible, consistent with principles of fundamental fairness. If the remaining cases are unable to be resolved after the conclusion of the first stage bellwether proceeding, the process will be repeated until all claims are resolved through settlement or arbitration, with two alterations. First, each side shall select up to

another 50 cases (100 cases total). Second, arbitrators who were previously assigned cases may be appointed to new cases to the extent required if the AAA does not have a sufficient number of arbitrators available. If any claims remain after the second stage, the second stage process will be repeated until all claims are resolved through settlement or arbitration, except that a total of 200 cases may be filed each round (unless a higher number of cases is mutually agreed upon in writing) and the appointment of the arbitrators shall be governed by the AAA rules rather than section 3 above.

If this section 7.6 applies to a Notice, the statute of limitations applicable to the claims and relief set forth in that Notice shall be tolled from the beginning date of the Informal Resolution Period until that Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have authority to enforce this section 7.6, including to enjoin the filing, assessing or demanding fees for, administration of, or prosecution of arbitrations. To the fullest extent permitted by applicable law, if this section 6 applies to a Notice, you and the H&R Block Parties consent to the exclusive jurisdiction and venue of the courts in Kansas City, Missouri, to enforce the requirements of this Arbitration Agreement, including the interpretation of and compliance with sections 7.2 and 7.6. Further, to the fullest extent permitted by applicable law, if this section 7.6 applies to a Notice, you and the H&R Block Parties agree that any of the claimants or the H&R Block Parties may bring a single court proceeding to enforce the requirements of this Arbitration Agreement as to all of the cases that qualify as similar claims under this section 7.6.

7.7 Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. Except as set forth above in section 7.4, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Notwithstanding any provision in this Agreement to the contrary, we will not make any material change to this Arbitration Agreement without providing you with an opportunity to reject that change by following the directions in the notice of changes. Rejection of any future change will not impact this or any prior Arbitration Agreement you have made. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law.

8.0 Consent to electronic communication. This consent to electronic communications provides important information required by the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and your consent to electronic delivery of any Communications relating to your use of the MTS Services or your relationship with us.

8.1 Scope of consent. You agree that any Communication we provide you may be in electronic form, and that all Communications in electronic format from us to you will be considered "in writing." Your consent to receive Communications electronically applies to all communications relating to your use of the MTS Services or your relationship with us. You also agree that MTS does not need to provide you with an additional paper (non-electronic) copy of the Communications unless specifically requested as described below. You should print or download for your records a copy of this Agreement and any other Communication that is important to you. This consent does not require us to deliver Communications electronically, and we may provide paper

copies of Communications at our discretion. “**Communications**” means all notices, disclosures (including those required by law), agreements, fee schedules, tax returns, records, documents, or other information we provide to you or that you sign or agree to relating to your use of MTS Services or your relationship with us.

8.2 Method of delivery. We may provide electronic Communications to you in at least one of the following methods:

- (A) via e-mail at the e-mail address you provided to us;
- (B) by access to the primary taxpayer’s MyBlock account or other designated area of our website; or
- (C) during your use of the MTS Services including, without limitation, via a screen or page within the MTS Services or via a link from within the MTS Services to a web page containing the Communications.

8.3 Hardware and software requirements. To access Communications, you must have the following:

- (A) a Current Version (defined below) of Microsoft Edge, Chrome, Safari, or Firefox;
- (B) an internet connection;
- (C) an email account and related software for accessing the email account;
- (D) a Current Version of a program that accurately reads and displays PDF files; and
- (E) equipment with an operating system capable of supporting all the above. You will need a printer if you wish to print and retain paper records or electronic storage if you wish to retain records in electronic form.
- (F) “Current Version” means a version of the software that is currently being supported by its publisher.

8.4 Obtaining paper copies. You have the right to receive a paper copy of Communications. You may request paper copies of Communications by calling 1-816-504- 1665. We must receive your request within a reasonable time after we first provided the Communication to you.

8.5 Withdrawing consent and updating information.

(A) Withdraw consent or update information. If you want to withdraw your consent to receive Communications electronically or your e-mail address changes, you must notify MTS in writing at the following address: Mobility Tax Services, Attn: Client Services 6th Floor, P.O. Box 10435, Kansas City, Missouri 64171-0435. Please provide your physical address, e-mail address, and phone number to request the change. If you fail to notify MTS of a change in e-mail address, any communications sent via e-mail will be deemed to have been provided or made available to you in electronic form.

(B) Result of withdrawing consent. If you choose to withdraw your consent to receive Communications electronically, then you may be unable to access certain features or functionality of the MTS Services. In some cases, your decision to withdraw your consent to receive Communications electronically may impede the functionality and features of the MTS Services to an extent that MTS terminates your License to use the MTS Services. You acknowledge that some notices may be “one-time” notices for which your consent may not practically be withdrawn after receiving the initial electronic notice.