

Small Business Consultation Agreement

This Small Business Consultation Agreement (“Consultation Agreement”) is between you and HRB Tax Group, Inc. (“H&R Block”, “we”, “us”, or “our”).

1.0 CONSULTATION SERVICES DESCRIPTION

1.1 Availability. The Small Business Consultation services (the “Consultation Services”) are only available to you if you own or are the authorized representative of a small business.

1.2 Services Description. The Consultation Services will be a one-on-one virtual or telephonic consultation with an H&R Block tax professional related to the benefits and options that may be available to you as a small business under the CARES Act and related H&R Block tax services. The consultation will include a written summary (the “Summary”) based on information you provide and the results of the one-on-one consultation.

1.3 Process. After you provide answers to a few questions and schedule a consultation appointment, one of our tax professionals will review the information you provide and provide your consultation call. After the consultation, you will be provided the Summary by the tax professional.

2.0 CONSULTATION SERVICES LIMITATIONS

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

2.2 No Applications. The Consultation Services only provide general information on benefits available under the CARES Act, which does not include any application or approval for any benefit.

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

2.4 No Guarantee; Not a Fiduciary. You understand and acknowledge that the Consultation Services may not be sufficient to fully resolve your tax or financial problems. Although we may provide you with information related to financial transactions, loan programs, tax credits, and the like, we do not guarantee that you will be eligible for programs, even if we advise you that you may be eligible. In addition, there are many factors that could impact whether a loan is available or forgiven and we cannot and do not guarantee that your loan will be available or forgiven. Actual eligibility for programs and results will be conclusive when you submit applications and definitive documentation to relevant lenders and authorities. Although we strive to provide accurate information about various programs and credits, because we are not acting as your agent or fiduciary we do not guarantee whether taking a particular course of action is in your best interest. As part of the Consultation Services, we will not prepare, submit, or review any applications to be submitted or completed by you with any governmental authorities.

2.5 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.

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

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

3.0 YOUR DUTIES

3.1 Sign and Pay. The Consultation Services are only available after you agree to these terms and conditions and we receive payment for the Consultation Services.

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

4.0 DISCLAIMER OF WARRANTIES

UNLESS OTHERWISE EXPLICITLY STATED, H&R BLOCK, FOR ITSELF AND ITS SUPPLIERS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE CONSULTATION SERVICES, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IN OR THROUGH THE CONSULTATION SERVICES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONSULTATION SERVICES, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED THROUGH THE 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.

5.0 LIMITATION OF LIABILITY

IN NO EVENT SHALL 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 SHALL OUR TOTAL CUMULATIVE LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY YOU FOR THE CONSULTATION 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.

6.0 CONSULTATION SERVICES CANCELLATION AND REFUNDS

If you are dissatisfied or wish to cancel the Consultation Services, you may cancel or request a refund by sending an email to recoveryactionplan@hrblock.com with a subject line "Small Business Consult Refund" and provide your name, phone number, and a description of your request. Cancellations and refunds will only be made if requested within seven (7) days of purchase and we have not provided any of the Consultation Services.

7.0 ARBITRATION IF A DISPUTE ARISES

If a dispute arises, including any dispute that relates to the Consultation Services, **the dispute shall be settled by binding arbitration** in accordance with the Arbitration Agreement contained in the Online Services Agreement between you and H&R Block, unless you opt-out of arbitration. The applicable arbitration procedures, including the procedures for you to opt-out of arbitration, are described in the section of the Online Services Agreement titled "Arbitration if a Dispute Arises." You acknowledge that the terms of the Online Services Agreement have already been made available to you.