



H&R BLOCK®

H&R Block, Inc. 2000 Employee Stock Purchase Plan

PROSPECTUS

January 2020

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended.

PROSPECTUS

H&R BLOCK, INC.
One H&R Block Way
Kansas City, Missouri 64105
(816) 854-3000

6,000,000 SHARES OF COMMON STOCK
(Without Par Value)

2000 EMPLOYEE STOCK PURCHASE PLAN

**NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR
ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED
OF THESE SECURITIES OR HAVE PASSED UPON THE ACCURACY OR COMPLETENESS OF THIS
PROSPECTUS. ANY REPRESENTATION TO
THE CONTRARY IS A CRIMINAL OFFENSE.**

**THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS
COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER
THE SECURITIES ACT OF 1933 ON FORM S-8 ON AUGUST 1, 2000.**

H&R Block, Inc. (“we,” “us,” “our” “Block” and the “Company”) will issue the shares of our common stock without par value (“Common Stock”) covered by this prospectus to certain eligible employees (the “Participants”) of the Company or its eligible subsidiaries, pursuant to the terms of our 2000 Employee Stock Purchase Plan (the “Plan”), which is described herein. The Common Stock is listed on the New York Stock Exchange under the symbol “HRB.”

We have not authorized any person to give information or to make representations not contained in this prospectus. If such information or representations are given or made, you must not rely on them as having been authorized by us. This prospectus does not constitute an offer of any securities other than those to which it relates, or an offer to sell, or a solicitation of an offer to buy, any securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. Neither the delivery of this prospectus nor any sales made hereunder will, under any circumstances, imply that information herein is correct as of any time subsequent to the date hereof.

This prospectus is not available for reoffers or resales of securities offered by any person who is our “affiliate.” An affiliate is any corporation or any other entity (including, but not limited to, partnerships and joint ventures) controlling, controlled by, or under common control with Company. Such “affiliates” may reoffer or resell shares acquired under the Plan pursuant to (i) Rule 144 under the Securities Act of 1933, as amended (the “Securities Act”), (ii) another applicable exemption under the Securities Act, or (iii) the separate registration of such shares under the Securities Act at our discretion.

2000 EMPLOYEE STOCK PURCHASE PLAN PROSPECTUS

Stock Purchase Options

We may issue options to Participants for the purchase of an aggregate total maximum of 6,000,000 shares of Common Stock pursuant to the H&R Block, Inc. 2000 Employee Stock Purchase Plan, as amended from time to time (the “ESPP” or the “Plan”), as described in this prospectus. The Plan is designed to meet the requirements to be an “employee stock purchase plan” as defined in Section 423 of the Internal Revenue Code of 1986, as now in effect or hereafter amended (the “Code”). The rights associated with participation in the Plan are further described below.

General Information about the Plan

This prospectus (“Prospectus”) includes a summary of the basic terms of the Plan. It describes basic features of the Plan so that you may consider whether or not you are interested in participating in the Plan.

The Plan provides eligible associates with the opportunity to buy shares of Common Stock through payroll deductions at a discounted price. Associates who make an investment in Block may share, as part-owners, in any future growth and success of the Company.

The Plan was adopted with the expectation that it will be continued indefinitely. The Board or the Committee, however, may terminate the Plan at any time and may at any time and from time to time amend the Plan in any manner permitted by law. As further described in “Future of the ESPP” below, certain amendments shall be effective only if within one year after the amendment is adopted by the Board it is approved by Block’s shareholders in the manner prescribed under the Treasury Regulations under Section 423 of the Internal Revenue Code.

This Prospectus is qualified in its entirety and supplemented by the Plan. You may obtain a copy of the Plan at any time through **netbenefits.fidelity.com** or by telephone by contacting Fidelity at toll-free 1-877-2-RET-HRB (1-877-273-8472). International Participants may contact Fidelity at 1-800-544-0275. All capitalized terms used in this Prospectus and not defined in this Prospectus have the same meaning ascribed to them under the Plan.

THE PLAN IS NOT SUBJECT TO ANY PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (“ERISA”) AND IS NOT A QUALIFIED PLAN UNDER CODE SECTION 401(a).

THE PLAN IS INTENDED TO BE AN EMPLOYEE STOCK PURCHASE PLAN MEETING THE REQUIREMENTS OF CODE SECTION 423.

Administration of the Plan

The Plan states that it is administered by Block’s Board of Directors (the “Board”) or by a committee of the Board appointed by the Board and serving at its pleasure. The Board has appointed the compensation committee consisting of directors of Block (the “Compensation Committee” or “Committee”) to serve as the

Plan administrator. No employee of Block or any Participating Subsidiary serves as a member or *ex-officio* member of the Committee.

The Committee has full power and authority to administer and interpret the Plan, including the authority to make and amend all rules, regulations, guidelines, procedures, and policies for administering the Plan, and decide all questions and settle all disputes that may arise in connection with the Plan.

The duties of the Plan administrator are a function of serving as a member of the Board's Compensation Committee, and a person is no longer eligible for membership on the Committee if he or she is no longer a member of the Board. Directors are elected by the shareholders of Block annually to serve one-year terms. A director, directors or the entire Board may be removed only by the affirmative vote of the holders of at least a majority of the outstanding shares of each class of shares entitled to elect directors at a meeting of the shareholders called for that purpose.

The Plan permits the Committee to appoint persons and entities to act as designated representatives on its behalf in administering the Plan.

Additional information about the Plan administrators may be obtained as indicated under the section entitled "Availability of Information and Incorporation of Certain Documents," found later in this Prospectus.

Fidelity Management Trust Company ("Fidelity") is the record keeper for the Plan. Fidelity will provide you with quarterly statements reflecting activity in your Stock Account including your account balance information as of the end of each quarter. Fidelity will also provide certain U.S. federal tax forms related to shares of Common Stock purchased through the Plan.

The cost of administering the Plan is borne by Block and you will not incur a charge for purchasing shares, other than the purchase price as discussed above under the section entitled "How Does the Plan Work?"

You will, however, incur a charge from Fidelity whenever you sell your shares.

In the event of any reorganization, recapitalization, stock split, reverse stock split, stock dividend, combination of shares, exchange of shares, merger, consolidation, offering of rights or other similar change in the capital structure of the Company, the Board or the Committee may make such adjustment, if any, as it deems appropriate in the number, kind and purchase price of the shares available under the Plan and in the maximum number of shares which may be issued under the Plan.

Contributions to the Plan are held in a "Payment Account" for each Participant. A Payment Account is a book entry account maintained by the Company or the Committee to record the amount of each Participant's payments to the Plan, pending purchase of shares of Common Stock. The amounts recorded in a Payment Account are part of the general assets of the Company until such time that shares of Common Stock are purchased, at which time shares of Common Stock are delivered to Fidelity and held in separate accounts for each Participant.

Individual Limits

Your right to purchase shares under this Plan and under any other stock purchase plans governed by Internal Revenue Code section 423 of Block or any of its subsidiaries cannot exceed \$25,000 in any calendar year, as measured by the fair market value of such shares (determined in the case of each such share) as of the date of grant of the related option. In addition, the maximum number of whole and fractional shares that may be purchased by you during an option period is the number of shares determined by dividing \$25,000 by the fair market value of a share on the date of grant. Shares will be issued directly from Block from its authorized but unissued shares or treasury shares.

Participation in the Plan

Who is Eligible?

You are eligible to enroll in the Plan if you are employed by a Participating Subsidiary (as defined below), and if you meet the following requirements:

- You have been continuously employed by a Participating Subsidiary for at least 12 consecutive months as of the first day of an Option Period.
- You are customarily employed at least 20 hours per week and for more than 5 months in any calendar year. The weekly hours of your customary employment will be determined two months prior to the first day of an Option Period by determining whether you have averaged at least 20 hours per week over generally the preceding 10 months.
- You do not, immediately upon the grant of the Option to participate in the Plan, own directly or indirectly, or hold options or rights to acquire, an aggregate of five percent (5%) or more of the total combined voting power or value of all outstanding shares of all classes of Block or any Subsidiary.

For purposes of the Plan, a “Subsidiary” is any corporation or other entity in which Block owns, directly or indirectly, stock (or other ownership interests) possessing fifty percent (50%) or more of the total combined voting power of all classes of stock (or other ownership interests). A “Participating Subsidiary” is any Subsidiary meeting the requirements above that is designated as a subsidiary whose employees are eligible to participate in the Plan. You may get a list of Participating Subsidiaries by contacting Fidelity at toll-free 1-877-2-RET-HRB (1-877-273-8472). International Participants may contact Fidelity at 1-800-544-0275.

Option Periods are 6-month periods beginning January 1st and July 1st of each year and ending on June 30th and December 31st of each year, respectively (unless otherwise designated by the Board).

How Do I Participate?

If you wish to participate in the Plan during an Option Period, **you must enroll during the open enrollment period for the Option Period**. During an Option Period, you may invest not less than 1% and not more than 10% of your Compensation, which is deducted on an after-tax basis from each of your paychecks dated during the

Option Period. Once you make an election, the Company will continue to make contributions to your Payment Account (as defined in the Plan) at the percentage you have elected until you increase or decrease your contribution amount during an open enrollment period.

You will have 30 days from the date of the first written statement confirming your elected amount to be withheld to advise the Plan administrator in writing that your elected amount was not properly implemented. If you fail to inform the Plan administrator within such 30-day period, you will be deemed to have selected the amount that was implemented until the next open enrollment period when you may increase or decrease your contribution.

For purposes of the Plan, “Compensation” means all compensation paid to you by the Participating Subsidiary that employs you and which is currently includible in your income (pursuant to the Treasury Regulations), plus your contributions to (i) your Subsidiary employer’s 401(k) plan, (ii) nonqualified deferred compensation plan, and (iii) cafeteria plan, but excluding (a) payments under stock option or equity plans and other employee benefit plans or other amounts excluded from the definition of compensation provided in the Treasury Regulations, (b) bonuses paid under short-term incentive plans or the Puerto Rico-mandated Christmas bonus, and (c) reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, nonqualified deferred compensation plan payments, and welfare benefits.

When and How Can I Enroll?

You can enroll during any open enrollment period. An open enrollment period begins on a date specified by the Company and ends no less than 15 days before the start of each Option Period. You will be given advance notice of the specific dates of an enrollment period. Once you enroll for your first Option Period, you will automatically be enrolled in all future Option Periods unless you withdraw from the Plan during an open enrollment period. If you withdraw from the Plan, you will cease to be a participant in the Plan and may only participate in future Option Periods if you re-enroll in the Plan during an open enrollment period.

You may enroll or re-enroll on-line through **netbenefits.fidelity.com** or by telephone by contacting Fidelity at toll-free 1-877-2-RET-HRB (1-877-273-8472). International Participants may register by telephone by contacting Fidelity at 1-800-544-0275.

How Does the Plan Work?

The Plan is quite simple. Here’s how it works:

A. During an open enrollment period you make an election regarding how much of your after-tax Compensation (at least 1% and not more 10% of your Compensation) you want to contribute to the Plan.

B. Once you make an election for an Option Period, you cannot change your deferral election or withdraw from the Plan until the next open enrollment period.

C. Your contributions are deducted from your paycheck on an after-tax basis, and held in your Payment Account.

D. Your contributions accumulate in your Payment Account during the Option Period. You will not receive any interest on your accumulated contributions.

E. On the last trading day of the Option Period, your contributions are used to purchase shares of Common Stock at a discounted price. The number of shares that will be purchased is determined by dividing the balance in your Payment Account by 85% of the fair market value of the Common Stock on the Purchase Date (as defined in the Plan and described under “How is the Purchase Price Determined” below). The shares of Common Stock are placed in an individual brokerage account (“Stock Account”) in your name and subject to a six-month holding period. After the six-month holding period, you may hold, transfer, assign or sell the Common Stock. Transferring, assigning or selling the shares may create a tax liability that has various implications, depending on the length of time you held the shares. See the section entitled “Important Tax Information” for more details about tax implications.

What Happens if Your Employment Ends

If your employment with a Participating Subsidiary ends during the Option Period, your right to purchase Common Stock under the Plan will automatically be cancelled. Contributions for that Option Period will be refunded to you as soon as administratively practicable after your employment ends. Subject to the six-month holding period, you may hold, transfer, assign or sell any shares of Common Stock that are held in your Stock Account at the time your employment ends.

How is the Purchase Price Determined?

The purchase price of the stock for an Option Period will be 85% of the fair market value (closing price) of Common Stock on the last trading day of the Option Period.

The number of shares you may purchase may be limited by the \$25,000 limits described in the section entitled “Individual Limits” found earlier in this Prospectus.

What Happens After Common Stock is Purchased?

As soon as Common Stock is purchased pursuant to the Plan, you own your Common Stock. There is no vesting schedule. However, the Common Stock will be subject to a six-month holding period. Shortly after the end of an Option Period, you will receive a statement showing the number of shares transferred to your Stock Account.

What Happens with any Dividends Paid by Block on My ESPP Shares?

All dividends paid on Common Stock held in your Stock Account will be paid in cash. If you are a resident of the United States, Fidelity offers you the ability to elect to reinvest Common Stock dividends received in your brokerage account in additional shares of Common Stock. If you elect this option the entire amount of your dividend is invested in additional shares of Common Stock. The cash value of any

fractional share will be credited to your Stock Account along with any full shares if the amount reinvested does not yield an exact number of full shares. The amount of your dividend is subject to federal and state income taxes just as if you received it in cash. Fidelity will provide you further information on how to elect the dividend reinvestment feature and how the value of the shares of Common Stock purchased through dividend reinvestment will be determined.

Payment Account

Your Payment Account is a book entry account maintained by the Company or the Committee. The contributions you make are part of the Company's general assets until the time shares of Common Stock are purchased pursuant to the provisions of the Plan. The funds, rights, or other property held in your Payment Account cannot be sold, pledged, assigned, transferred, or hypothecated by or for you in any way (whether by operation of law or otherwise) and will not be subject to sale by your creditors under execution, attachment, or similar process. The Company's general assets, however, remain subject to claims of Company creditors.

Share Account and Restricted Period

Your purchased shares of Common Stock are transferred to Fidelity, which holds the shares on your behalf. Any shares of Common Stock issued under the Plan may not be sold, transferred or assigned for a period of six months after the date issued.

Death and Your Estate

Your right to purchase shares under the Plan may be exercised only by you during your lifetime. If you die during an Option Period, your right to purchase shares will automatically be cancelled and contributions for that Option Period will be distributed to your estate, as soon as administratively practicable.

Future of the ESPP

The Plan was adopted with the expectation that it will be continued indefinitely. The Board or the Committee, however, may terminate the Plan at any time and may at any time and from time to time amend the Plan in any manner permitted by law. No amendment shall be effective unless within one year after the amendment is adopted by the Board it is approved by Block's shareholders in the manner prescribed under the Treasury Regulations under Section 423 of the Internal Revenue Code, if such amendment would:

- Increase the number of shares reserved for purchase under the Plan, unless such increase is by reason of any change in the capital structure of the Company;
- Change the designation of corporations or other entities whose employees may be offered options under the Plan, except as permitted under Treasury Regulations §1.423-2(c)(4);
- Materially modify the requirements as to eligibility for participation in the Plan; or
- Materially increase the benefits accruing to participants under the Plan.

In the event the Plan is terminated, the Board or Committee may elect to restrict purchase of Common Stock under the Plan during the Option Period in which the Plan is terminated. If the Board or Committee so elects, all funds contributed to the Plan that have not been used to purchase Common Stock shall be returned without interest to the participants.

Other Information

The value of H&R Block common stock, like common stock of any company, can decrease as well as increase.

You may obtain more information on-line through netbenefits.fidelity.com or by telephone by contacting Fidelity at toll-free 1-877-2-RET-HRB (1-877-273-8472). International Participants may contact Fidelity at 1-800-544-0275. A participant does not have rights as a shareholder until he or she becomes a shareholder. Nothing contained in the Plan or this Prospectus shall be construed to give any individual the right to be employed by any Participating Subsidiary or Block or any of its subsidiaries, or to interfere with the right of a Participating Subsidiary to discharge any employee at any time.

Please Note: This Prospectus highlights the features of the H&R Block, Inc. 2000 Employee Stock Purchase Plan in plain English. The Plan is governed, however, by the official Plan document. If there is a conflict between the language of this Prospectus and the official Plan document, the Plan document will prevail.

FEDERAL TAX EFFECTS OF PLAN PARTICIPATION

The following discussion is intended to provide an overview of the U.S. Federal income tax laws which are generally applicable to Awards granted under the Plan as of the date of this prospectus. People or entities in differing circumstances may have different tax consequences, and the tax laws may change in the future. This discussion is not to be construed as tax advice.

Participants who are not U.S. residents and have no U.S. source income should receive a supplement to this Prospectus to briefly explain the tax effects for their country.

The questions and answers that follow address federal income tax consequences associated with participation in the H&R Block, Inc. 2000 Employee Stock Purchase Plan. We advise you to consult with your tax advisor for questions regarding your personal tax situation as well as any state and local income tax consequences associated with participation in the Plan.

Under the Plan, H&R Block common stock, no par value (“Common Stock”), can be purchased at a 15% discount. Does the discount have any immediate tax consequence?

No. It is anticipated that a participant will not recognize taxable income when the Common Stock is purchased. Generally, the participant will not be taxed until the Common Stock is sold.

Does it make a difference for tax purposes how long the participant holds the shares of Common Stock before selling it?

Yes. The tax treatment varies according to whether the shares of Common Stock are disposed of before or after the end of the “tax-holding period.” Under U.S. federal tax law, the tax-holding period ends on the later of the date two years after the first day of the Option Period or one year after the last day of the Option Period. Because Option Periods under the Plan are 6 months long, the tax-holding period will always end two years after the first day of the Option Period. For example, the tax-holding period for the Option Period January 1, 2020 through June 30, 2020 ends January 1, 2022. Under U.S. federal tax law, a disposition before the end of the tax-holding period is called a “disqualifying disposition.”

Disposition After End of Tax-Holding Period. If you sell or otherwise dispose (for example, by gift) of Common Stock after the end of the tax-holding period and realize a gain, a portion of the gain will be taxed as compensation and any gain in excess of the compensation portion will be taxed as a long-term capital gain. The amount of compensation income you realize upon disposition generally equals 15% of the fair market value of the Common Stock on the first day of the Option Period. However, the amount of compensation realized cannot be greater than the amount of gain you realize upon disposition of the shares. The amount you paid for the shares and the amount you recognize as income at the time of the disposition are your “basis” in the shares. Any gain you realize in excess of the basis is treated as a long-term capital gain.

If you sell or otherwise dispose of shares of Common Stock after the end of the tax- holding period for less than the purchase price, the excess of the purchase price over the selling price is a long-term capital loss.

Disposition Before End of Tax-Holding Period. If you sell or otherwise dispose (for example, by gift) of shares of Common Stock before the end of the tax-holding period, the excess of the fair market value of the shares of Common Stock at the end of the last day of the Option Period over the purchase price is taxed as ordinary income in the year of the sale or other disposition. The amount recognized as ordinary income will be included as wages in your Form W-2 for the year in which you sell the shares of Common Stock.

The difference between the selling price and the fair market value of the shares of Common Stock at the end of the last day of the Option Period is capital gain or loss. The gain or loss will be long-term if the shares of Common Stock have been held for one year or more from the date of purchase.

The following examples illustrate the tax treatment for an Option Period beginning January 1, 2020 and ending June 30, 2020. The “Selling Price” represents the price on the date the participant elects to sell the shares that he or she acquired through the Plan on the last day of the Option Period.

Assumptions:

Fair Market Value January 1, 2020:	\$25.00 per share
Fair Market Value June 30, 2020:	\$30.00 per share

Plan Purchase Price: \$25.50 (85% of \$30.00)
Selling Price: \$40.00 per share

Examples:

SHARES SOLD BEFORE 1/1/2022:

ORDINARY INCOME: \$4.50/share (\$30.00 – \$25.50)
CAPITAL GAIN/LOSS: \$10.00/share gain (\$40.00 – \$30.00), short-term if sold before June 30, 2001, long-term if sold later

SHARES SOLD on or AFTER 1/1/2022:

ORDINARY INCOME: \$3.75/share (\$25.00 – \$21.25) (85% of Fair Market Value on January 1, 2020)
CAPITAL GAIN/LOSS: \$10.75/share gain (\$40.00 – \$29.25), long-term

Assume the same facts as above except the Selling Price is \$20.00 per share:

SHARES SOLD BEFORE 1/1/2022:

ORDINARY INCOME: \$4.50/share (\$30.00 – \$25.50)
CAPITAL GAIN/LOSS: -\$10.00/share loss (\$20.00 – \$30.00), short-term if sold before June 30, 2021, long-term if sold later

SHARES SOLD on or AFTER 1/1/2022:

ORDINARY INCOME: None
CAPITAL GAIN/LOSS: -\$5.50/share loss (\$20.00 – \$25.50), long-term

Transfer upon Death. Transferring shares of Common Stock that were purchased through the Plan to your estate, or by bequest or inheritance, is not a “disposition” for purposes of U.S. federal tax law, but may result in compensation income being included in your estate in the year of your death. The amount of compensation income realized generally equals 15% of the fair market value of the Common Stock on the first day of the Option Period. However, the amount of compensation realized cannot be greater than the amount of gain you would have realized if you had actually sold your shares upon your date of death.

In the event of transfer upon death to your estate or by bequest or inheritance, the amount you paid for the shares is the recipient’s “basis” in the shares. Any amount includible in your estate as compensation income (as described in the preceding paragraph) is not included in the basis for the recipient of the shares.

What is the tax effect on the Company?

The Company does not receive a deduction if the participant meets the tax-holding period requirements. The Company receives a tax deduction only to the extent that a participant recognizes ordinary income on a disposition before the end of the

tax-holding period, subject to the limitations of Internal Revenue Code Section 162(m) (the \$1,000,000 deduction limit for remuneration paid to an employee). The Company may not deduct the portion of gain treated as compensation income upon a disposition that occurs after the end of the tax-holding period.

INDIVIDUAL TAX IMPLICATIONS ATTENDANT TO PARTICIPATION IN THE PLAN ARE THE RESPONSIBILITY OF THE INDIVIDUAL PARTICIPANT. THE BRIEF DESCRIPTION OF FEDERAL TAX CONSEQUENCES PROVIDED ABOVE IS BASED UPON CURRENT LAW AND THE POLICIES OF THE UNITED STATES DEPARTMENT OF TREASURY AND THE INTERNAL REVENUE SERVICE, AND IT SHOULD BE UNDERSTOOD THAT SUCH DESCRIPTION IS NOT EXHAUSTIVE AND THAT THE LAW MAY CHANGE. PARTICIPANTS ARE URGED TO CONSULT THEIR FINANCIAL AND TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES OF ANY TRANSACTION.

RESTRICTIONS ON RESALE

If you are an “affiliate” of the Company (as the term “affiliate” is defined in the Federal securities laws), you will be subject to legal limits on your ability to resell shares acquired by you under the Plan. Essentially, these limits are the same limits that apply to all resales of shares of Common Stock held by affiliates of the Company. The issue of who qualifies as an “affiliate” of the Company and what restrictions apply to resales by affiliates is discussed below.

If you are not an affiliate of the Company and have not been an affiliate in the preceding three (3) months, either you or the Plan administrators acting on your behalf may resell any shares acquired on your behalf under the Plan without registration under the Securities Act or reliance upon any special exemption from registration. In other words, as a non-affiliate, you generally will not be subject to any restrictions under the registration provisions of the Federal securities laws on the resale of your Plan shares.

The term “affiliate” is defined under the Federal securities laws to include an individual who directly or indirectly, through one or more intermediaries, controls the Company, such as by participating in or controlling the Company's management. Due to the broad meaning given the term “affiliate” under these laws, any director or executive officer of the Company may assume that he or she is an affiliate of the Company and should consult with counsel before selling shares acquired under the Plan.

Affiliates of the Company may resell shares of our common stock received by them under the Plan only (i) in transactions registered under the Securities Act, (ii) in reliance upon and in compliance with applicable provisions of Rule 144 under the Securities Act, which exempts from registration some resales of securities, or (iii) in reliance upon some other exemption from the registration requirements of the Securities Act. The Company has neither any obligation nor any present intention to prepare and file a registration statement under the Securities Act for resales by affiliates of shares received by them under the Plan, and such a registration statement would be necessary before an affiliate could resell shares in a registered

transaction. Whether Rule 144 or some other exemption from the registration requirements of the Securities Act is available for a resale of shares by an affiliate is a complicated question that depends upon the particular circumstances of each individual.

Most affiliates of the Company also are subject to Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which applies to persons who are beneficial owners of more than ten percent of the outstanding shares of our Common Stock or who are directors or officers of the Company. In some circumstances, Section 16 also may restrict the ability of these individuals to resell shares of our Common Stock acquired by them under the Plan. Section 16 requires certain officers, directors, and ten percent shareholders to return to an issuer any profit made from a purchase and sale of the issuer’s equity securities within any six- month period. Furthermore, these same officers, directors and shareholders must file reports with the Securities and Exchange Commission (“SEC”), reporting any transactions in the issuer’s securities. Regulations enacted by the SEC treat transactions in options to buy an issuer’s stock as an equity security of the issuer subject to regulation under Section 16.

The Exchange Act makes it unlawful for certain persons in the possession of material non-public information with respect to any security to engage in transactions in that security until the information is made public and the market has “absorbed” the information. If during any period you are in possession of material inside information regarding the Company or its securities not disseminated to the public, your ability to sell shares acquired by exercising an option would be restricted during that period.

The Company’s Insider Trading Policy restricts transactions in the Common Stock of the Company by certain persons while in possession of material non-public information and during certain black-out periods. You should check with the Corporate Secretary of the Company concerning the policy prior to engaging in any transaction involving securities of the Company.

Questions concerning the circumstances under which shares acquired pursuant to the Plan may be resold, or the circumstances under which liabilities may be imposed for any purchase and sale, or any sale and purchase, of the Company’s shares within any six-month period, should be directed to legal counsel.

AVAILABILITY OF INFORMATION AND INCORPORATION OF CERTAIN DOCUMENTS

Participants in the 2000 Employee Stock Purchase Plan may obtain additional information about the Plan and its administrators from the Corporate Secretary of the Company at (816) 854-3000, H&R Block, Inc., One H&R Block Way, Kansas City, MO 64105, Attention: Corporate Secretary.

The Company files annual, quarterly and current reports, proxy statements and other information with the SEC. These filings contain important information that does not appear in this prospectus. You may read and copy materials on file with the SEC at the SEC’s Public Reference Room, located at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further

information on the operation of its Public Reference Room. The SEC maintains an Internet site at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding the Company. The Company's SEC filings can also be found on its website (www.hrblock.com). However, the information on the Company's website is not incorporated by reference in, and is not a part of, this prospectus or the Company's SEC filings.

The SEC allows us to "incorporate by reference" the information we file with the SEC, which means we can disclose important information to you by referring to those documents. The information incorporated by reference is an important part of this prospectus. The documents listed below are incorporated by reference into this prospectus (excluding any information that is deemed to have been "furnished" and not "filed" with the SEC).

- (a) The Company's Annual Report on Form 10-K for the fiscal year ended April 30, 2019 (including information specifically incorporated by reference into the Company's Annual Report on Form 10-K from its Proxy Statement for its 2019 Annual Meeting of Shareholders);
- (b) All other reports filed pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year covered by the Annual Report referred to in (a) above; and
- (c) The description of the Company's Common Stock which is contained in the Company's Registration Statement on Form 8-C dated August 6, 1969, the description of the Company's Common Stock contained in the prospectus which is a part of the Company's Registration Statement on Form S-14 (File No. 2- 66751) effective April 7, 1980, the description of the Company's Common Stock contained in the prospectus which is part of the Company's Registration Statement on Form S-3 (File No. 333-154611) dated October 22, 2008, and any amendment or report filed for the purpose of updating such descriptions.

In addition, all documents that we file with the SEC pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (excluding any information that is deemed to have been "furnished" and not "filed" with the SEC) after the date of filing of the Registration Statement on Form S-8 to which this prospectus relates and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this prospectus and to be a part thereof on the date of filing such documents. Any statement contained or incorporated in this prospectus is deemed to be modified or superseded for purposes of this document to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

Upon written or oral request of a participant in the Plan, the Company will provide to such participant, without charge, copies of the documents which are incorporated by reference into this prospectus, other than exhibits which are

specifically incorporated by reference into those documents. We will also provide you with copies of any report, proxy statement or other communication distributed to the Company's security holders generally. Any such requests should be directed to the Corporate Secretary of the Company at the address or telephone number set forth above.

**SUPPLEMENT TO
H&R BLOCK, INC.
2000 EMPLOYEE STOCK PURCHASE PLAN PROSPECTUS
FOR
EMPLOYEES WHO ARE RESIDENTS OF CANADA**

If you are a resident of Canada, this Supplement contains important information for you regarding tax consequences under the Income Tax Act (Canada) associated with your participation in the H&R Block, Inc. 2000 Employee Stock Purchase Plan. We advise you to consult with your tax advisor for questions regarding your personal tax situation associated with participation in the Plan.

The profit you receive under the Plan upon purchase, represented by the difference between your discounted purchase price for a share of Common Stock and the fair market value of a share of Common Stock on the Purchase Date, will be taxable to you on the Purchase Date as employment income.

For example, if the fair market value of one share of the Common Stock on the Purchase Date is \$30.00, and if on the Purchase Date you purchase each Share at a purchase price of 85% of \$30.00, or \$25.50 per share, then you will be deemed to have a profit of \$4.50 per share. The aggregate amount of your profit for all shares purchased will be subject to immediate tax at your marginal tax rate and will show up as employment income on your T4 statement.

Subsequent to your purchase you will have a cost basis of \$30.00 per share (\$25.50 plus \$4.50). Any future gains (or losses) on the value of the shares upon sale is subject to ordinary capital gain/loss treatment.