



H&R BLOCK®

H&R Block Retirement Savings Plan
Summary Plan Description



Summary Plan Description



BUILD SOMETHING SOLID FOR YOURSELF.

June 2019

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FROM
H&R BLOCK, INC.
AND THE
H&R BLOCK RETIREMENT SAVINGS PLAN

H&R Block, Inc.
One H&R Block Way
Kansas City, MO 64105

The date of this Summary Plan Description is June 12, 2019..

Introduction

This booklet contains a brief description of the H&R Block Retirement Savings Plan (“Plan”) sponsored by H&R Block Management, LLC (“Company”), a Delaware Limited Liability Company and an indirect subsidiary of H&R Block, Inc. The booklet is intended to satisfy the requirements of a Summary Plan Description (“SPD”) for federal labor law purposes.

This Plan provides an opportunity for you to save easily and regularly through before-tax payroll deductions, receive contributions from your Participating Employer, invest monies credited to your accounts under the Plan in professionally managed investment funds, and most importantly, save for your retirement in a tax advantaged way.

The Plan became effective on January 1, 1985, and was originally known as the H&R Block Savings Plan. On December 31, 2000, the H&R Block Savings Plan was merged with the H&R Block Profit Sharing Retirement Plan so that participants could direct the investment of any profit sharing contributions made by the Participating Employers and to lower the total expenses incurred to administer two separate retirement plans. Effective January 1, 2001, the Plan was amended and restated to, among other things, rename the H&R Block Savings Plan the H&R Block Retirement Savings Plan. The Plan was most recently restated effective January 1, 2014 and most recently amended effective January 1, 2017.

This document called a “Summary Plan Description” or “SPD” has been prepared to explain the principal provisions and operations of the Plan as of June 1, 2018. There is a formal Plan document that contains all of the terms and conditions of the Plan. This SPD does not provide any benefits or rights that are not contained in the formal Plan document. Administration of the Plan is governed by the formal Plan document. This SPD provides only a summary of the main features of the Plan and the Plan document will govern in the event of discrepancies. All capitalized terms used in this SPD and not defined in the SPD have the same meaning ascribed to them under the Plan.

Electronic Delivery

This Summary Plan Description and other important Plan information may be delivered to you through electronic means. If you receive this Summary Plan Description or any other Plan information through electronic means you may request a paper copy, free of charge, from the Plan Administrator.

Where to Learn More

If you have any questions after reading this booklet, please contact Fidelity, the Plan recordkeeper, at 1-877-2-RET-HRB (1-877-273-8472) or by logging on to <https://netbenefits.fidelity.com>.

CONTENTS

GENERAL PLAN INFORMATION.....	1
PARTICIPATION AND ELIGIBILITY.....	2-3
CONTRIBUTIONS.....	4-6
YOUR ACCOUNTS.....	7
INVESTMENTS.....	8-9
EDUCATIONAL RESOURCES.....	10
WITHDRAWALS.....	11
PARTICIPANT LOANS.....	12
DISTRIBUTIONS.....	13-14
MISCELLANEOUS INFORMATION.....	15-19
PARTICIPANT CLAIMS.....	20
PARTICIPANT RIGHTS.....	21-22
SERVICES AND FEES.....	23
APPENDIX A.....	25

GENERAL PLAN INFORMATION

Plan Name: H&R Block Retirement Savings Plan

Type of Plan: Profit Sharing Plan with 401(k) feature

Plan Sponsor and Plan Administrator: H&R Block Management, LLC
Attn: Benefits Department
One H&R Block Way, Mail Stop: 9N
Kansas City, Missouri 64105
816-854-3000 or 877-2CALLHR (1-877-222-5547)

Employer Identification Number: 43-1632589

Plan Number: 002

Effective Date: The Plan was originally effective January 1, 1985, and was most recently restated January 1, 2014 and most recently amended January 1, 2017.

Plan Year: January 1 through December 31

Type of Administration: Self-Administered

Trustee and Third Party Administrator/Recordkeeper: Fidelity Management Trust Company
82 Devonshire Street
Boston, Massachusetts 02109
877-2-RET-HRB (1-877-273-8472)
<https://netbenefits.fidelity.com>

Named Fiduciaries: Employee Benefits Committee

The Employee Benefits Committee shall be made up of individuals who have been appointed in accordance with the Plan Charter.

Employee Benefits Committee: H&R Block Management, LLC
Attn: Employee Benefits Committee
One H&R Block Way, Mail Stop: 9N
Kansas City, Missouri 64105

Agent for Legal Process: The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
Service may also be made on the Plan Administrator and/or Trustee.

Participating Employers: The Plan allows other employers, including subsidiaries of the Company and other affiliated companies, to adopt its provisions. A complete list of Participating Employers is attached as Appendix A.

Governing Law: The Plan will be governed by the laws of the State of Missouri, to the extent not preempted by federal law.

Current information about the Plan may be obtained by participants and beneficiaries upon written request to the Plan Administrator and is available for examination by participants and beneficiaries at H&R Block Management, LLC, Attn: Benefits Department, One H&R Block Way, Mail Stop: 9N, Kansas City, Missouri 64105.

PARTICIPATION AND ELIGIBILITY

Eligibility

You are eligible to participate in the Plan if you are an employee of the Company or a Participating Employer who is not:

- a) a leased employee;
- b) included in a collective bargaining unit where retirement benefits were the subject of good faith bargaining;
- c) a nonresident alien with no United States income from the Company or a Participating Employer; or
- d) a resident of Puerto Rico or performing services primarily in Puerto Rico.

You are also not eligible to participate if you are classified by the Company or a Participating Employer as an independent contractor, even if you are later determined by a court or governmental agency to be or have been a common law employee.

Regular Associates

Regular associates may begin participating in the Plan on the first day of the first month following or coincident with the date you complete 90 days of service.

Seasonal Associates

Seasonal associates may begin participating in the Plan the first January 1 or July 1 following or coincident with the date you complete one Year of Service. For this purpose, you are considered to have completed a Year of Service if you are credited with 1,000 Hours of Service (1) between your initial employment date and the first anniversary of your employment or (2) in any Plan Year beginning after your first day of employment.

You will be credited with an Hour of Service for each hour you are paid, or entitled to be paid, for the performance of duties for your employer or for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity, layoff, jury duty, military duty, or a leave of absence authorized by your employer. Notwithstanding the above, if you are employed by a Participating Employer that is primarily engaged in the tax return preparation business and hold the position of office manager and are paid on a salaried basis, you will be credited with 50 Hours of Service for each week during the period in which you hold the position of office manager on a salaried basis and are paid or entitled to be paid for at least one Hour of Service.

Automatic Enrollment

If you are an eligible employee and satisfy the service requirement, you will automatically be enrolled in the Plan at a deferral rate of 5% of your eligible compensation unless and until you elect a different deferral rate or elect not to participate.

Designating a Beneficiary

You may designate your beneficiary by logging on to <https://netbenefits.fidelity.com>. If you are married and you designate a beneficiary other than your spouse, you must obtain the written consent of your spouse to such designation in order for the designation to be valid. If there is no designated beneficiary living at the time of your death, the full value of your accounts will be

paid to the following classes of individuals in the following order: (1) your surviving spouse, (2) your surviving children, in equal shares, (3) your surviving parents, in equal shares, or (4) the legal representative of your estate.

Participation upon Re-employment

If you terminate your employment after you have met the eligibility requirements, and are later re-employed by a Participating Employer, you will immediately be eligible to participate in the Plan.

If you are rehired within 5 years after your termination date, the salary deferral election on file when you terminated (including a previous automatic deferral election or election not to contribute to the Plan) will automatically be reinstated on your date of hire unless and until you elect to change your deferral election or waive participation.

If you are rehired more than 5 years after your termination date, you will receive notice of the Plan's automatic deferral procedure and you will have at least 30 days to elect a different percentage or waive participation before the automatic enrollment provision is implemented. Upon re-employment you should contact Fidelity, the Plan recordkeeper, at 1-877-2-RET-HRB (1-877-273-8472) or by logging on to <https://netbenefits.fidelity.com> to make enrollment election changes.

CONTRIBUTIONS

Employee Contributions

- **Eligible Compensation**

For purposes of determining contributions under the Plan, your eligible compensation generally means the wages, salaries, and fees for professional services received for personal services actually rendered in the course of employment with the Company or a Participating Employer to the extent that such amounts are includible in your gross income (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses), excluding those items listed below, but including your Regular Contributions, your Catch-Up Contributions, and your contributions under a Code Section 125 “cafeteria” plan during the Plan Year.

Your eligible compensation does *not* include reimbursements of business or personal expenses, other fringe benefits (cash or non-cash, including incentive card bonuses), moving expenses, and certain other types of compensation, even if these amounts are taxable to you. By law, the Plan cannot take into account for any Plan Year compensation in excess of \$275,000 for 2018 (as may be adjusted by the IRS in subsequent years for cost-of-living increases).

- **Regular Contributions**

Once you become a participant in the Plan, you may elect to have 0 to 75% of your eligible compensation withheld each payroll period on a pre-tax basis and deposited into your Elective Deferral Account. The amount of compensation you may defer in the Plan for a calendar year is subject to annual limits established by the Internal Revenue Service (“IR S”). The annual contribution limits are adjusted from year to year in accordance with IRS guidelines. The contribution limit for Plan Year 2018 is \$18,500.

For your convenience this Plan offers an automatic deferral feature. This means that once you become a participant, you will automatically be enrolled in the Plan at a deferral rate of 5% of your eligible compensation, subject to the maximum limit above, unless you elect to defer a different percentage or waive participation. If you make an affirmative election, any deferral percentage will be applied as soon as administratively practicable.

If you are a Regular Associate, unless you make an affirmative deferral election (including either an election of a different deferral percentage or an election not to participate in the Plan), the automatic deferral procedure will be applied as of the first of the month following or coincident with your 90th day of employment.

If you are a Seasonal Associate, unless you make an affirmative deferral election (including either an election of a different deferral percentage or an election not to participate in the Plan), the automatic deferral procedure will be applied as soon as administratively practicable after you become eligible to participate in the Plan, but in no event earlier than 30 days after the date notice of such automatic deferral is provided to you.

You may change your deferral percentage at any time by contacting Fidelity, the Plan recordkeeper, at 1-877-2-RET-HRB (1-877-273-8472) or by logging on to <https://netbenefits.fidelity.com>.

It is your responsibility to review your paychecks to confirm that your election was implemented. If you believe your election was not implemented, you must timely notify the H&R Block People Center at 877-2CALLHR (1-877-222-5547), but in no event later than 6 months after your election, for corrective steps to be taken. If you do not timely notify the People Center, the amount that is being withheld from your paycheck will be treated as your deferral election.

- **Age 50 and Older “Catch-Up Contributions”**

If you will be age 50 or older by the end of the calendar year and you make the maximum amount of regular contributions permitted, you are eligible to make additional contributions called “Catch-Up Contributions” to your Elective Deferral Account. If you are eligible for Catch-Up Contributions, you may elect to have 0 to 100% of your eligible compensation withheld each payroll period on a pre-tax basis and deposited into your Elective Deferral Account.

The amount of compensation you may defer in the Plan as Catch-Up Contributions is subject to annual limits established by the IRS. The annual limits are adjusted from year to year in accordance with IRS guidelines. The Catch-Up Contribution limit for Plan Year 2018 is \$6,000.

- **Contributions Limits**

You should be aware that the annual contribution limit mentioned above (\$18,500 for 2018) is an aggregate limit which applies to all deferrals you make under this Plan and other plans allowing salary deferrals (other than catch-up contributions), including those maintained by other employers, such as 403(b) annuity contracts, simplified employee pensions or other 401(k) plans. Generally, if your total contributions under all such plans for a calendar year exceed the annual dollar limit, the excess must be included in your income for the year. If you fail to request a return of the excess, you may be taxed a second time when the excess is ultimately distributed from the Plan. For this reason, it is desirable to request that the excess be returned to you. You must decide which plan you would like to have return the excess. If you decide that the excess should be returned from this Plan, you should inform the H&R Block Benefits Department in writing at One H&R Block Way, Mail Stop: 9N, Kansas City, Missouri 64105, or via fax to 816-854-8027, no later than the March 1st following the calendar year in which such excess contributions were made.

- **Make-up Contributions upon Return from Military Leave**

When you return from a military leave, as defined by the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), you may be entitled to make up contributions to the Plan that you missed during your military leave. If eligible, you may contribute these make-up contributions over a period of 5 years from the date you return to your Participating Employer or three times the length of your military leave (whichever is shorter). Your Participating Employer will match your make-up contributions at the same level and to the extent regular contributions would have been matched had you not been on military leave. Make-up and matching contributions will not be credited with investment earnings or losses that would have accrued had you contributed to the Plan during your military leave.

You may find out more about rights under USERRA or begin make-up contributions by contacting Fidelity, the Plan recordkeeper, at 1-877-2-RET-HRB (1-877-273-8472) or by logging on to [https:// netbenefits.fidelity.com](https://netbenefits.fidelity.com).

- **Rollover Contributions**

You can roll over part or all of an eligible rollover distribution you receive from an eligible retirement plan into this Plan even if you have not yet satisfied the eligibility requirements described above; however, you will not become a Participant in the Plan until you have met the Plan's eligibility and entry date requirements. An eligible retirement plan is a qualified plan under Section 401(a), a 403(a) annuity plan, a 403(b) annuity contract, an eligible 457(b) plan maintained by a governmental employer, and an individual retirement account or individual retirement annuity. An eligible rollover distribution includes any distribution from an eligible retirement plan, excluding after-tax contributions.

You should carefully review this summary before making a Rollover Contribution to this Plan as your Rollover Contribution will be subject to the terms of this Plan and not the former employer's plan or the IRA. Your Rollover Contribution Account will always be fully vested and nonforfeitable.

Employer Contributions

- **Matching Contributions**

Your Participating Employer may make contributions to your Employer Matching Contribution Account solely at its discretion. If your Participating Employer decides to make a Matching Contribution, it may do so at a rate of up to \$1.00 for every \$1.00 of the first 5% of your eligible compensation you contribute to the Plan.

Regular Associates

Matching Contributions will be made each pay period. If you are employed by a Participating Employer at the end of the Plan Year or terminate due to death, disability or after you attain age 65, your Participating Employer may make a true-up contribution at the end of the year equal to 100% of your contributions up to 5% of your eligible compensation less any amounts previously contributed.

Seasonal Associates

In order to be eligible to receive a Matching Contribution for a Plan Year, you must be credited with at least 1,000 Hours of Service in the Plan Year for which such contributions are made. Matching Contributions, if any, will be allocated to your Employer Matching Contribution Account on an annual basis. If you are employed by a Participating Employer at the end of the Plan Year or terminate due to death, disability or after you attain age 65 and are eligible for Matching Contributions for the Plan Year, your Participating Employer may make a true-up contribution at the end of the year equal to 100% of your contributions up to 5% of your eligible compensation less any amounts previously contributed.

- **Limit on Contributions**

Federal law requires that amounts contributed by you (other than catch-up contributions) and on your behalf by your Employer for a given Plan Year generally may not exceed the lesser of: \$55,000 for 2018 (or such amount as may be prescribed by the Secretary of the Treasury); or 100% of your compensation.

If this does occur, then excess contributions in your Account may be forfeited or refunded to you based on the provisions of the Plan document. You will be notified by the Plan Administrator if you have any excess contributions. A return of contributions to you from the plan may have income tax consequences and you are encouraged to speak with your tax advisor if this situation applies to you.

- **Vesting**

All participants are 100% vested in their accounts under the Plan including Employer Matching Contributions and Employer Profit Sharing Contributions.

YOUR ACCOUNTS

Your assets in the Plan will be segregated into separate accounts established for you and designated by the different types of contributions which may be made under the Plan. The separate accounts created for you may include but are not limited to:

- ✦ ***The Elective Deferral Account.*** All pre-tax contributions made by you through payroll deductions as regular contributions or catch-up contributions are deposited into your Elective Deferral Account.
- ✦ ***The Employer Matching Contribution Account.*** All Matching Contributions made by the Company or your Participating Employer on your behalf are deposited into your Employer Matching Contribution Account.
- ✦ ***The Employer Profit Sharing Contribution Account.*** Any Profit Sharing Contributions previously made by the Company or your Participating Employer are deposited into your Employer Profit Sharing Account.
- ✦ ***Voluntary Employee Contribution Account.*** Prior to August 1, 1997, participants could make after-tax contributions to the Plan which were deposited into a Voluntary Employee Contribution Account. Effective August 1, 1997, no further after-tax contributions were permitted under the Plan. All after-tax amounts contributed prior to August 1, 1997, remain in the Plan until a distribution occurs.
- ✦ ***Rollover Contribution Account.*** A Rollover Contribution Account may also be established under the Plan if you transfer benefits to the Plan from an eligible retirement plan.

Gains from the investment of the contributions made to each account will be credited to such account, as well as any losses, expenses, and distributions.

INVESTMENTS

ERISA imposes certain duties on the parties who are responsible for the operation of the Plan. These parties, called ERISA fiduciaries, have a duty to invest Plan assets in a prudent manner. However, an exception exists for plans that comply with ERISA Section 404(c) and permit a Participant to exercise control over the assets in his or her account from a broad range of investment alternatives. This Plan is intended to constitute a plan described under ERISA Section 404(c). By empowering you to make investment decisions, the Plan fiduciaries may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by you or as the result of investment of your account in a default fund if you fail to make an affirmative investment election.

Note: Each participant will have separate accounts for bookkeeping purposes. For investment purposes, however, all accounts will be combined in a single trust fund. The trustee will invest the trust fund in funds as directed by the participants. All accounts will be adjusted each business day to show their proportionate share of any gains or losses. The value of your overall account at any time will depend both on the amount of contributions and on the investment performance of the investments that you select. Additionally, administrative and investment expenses may be paid out of the trust fund.

You should monitor your overall account on a regular basis. Doing so, allows you to monitor changes in the funds and to verify that your overall account is properly invested. In particular, you should review your overall account after you change your investment elections. Remember, you are responsible for selecting your investments and monitoring them to achieve your retirement goals.

Your Investment Options

This Plan offers you the opportunity to select from several different investment options for your account. These options include mutual funds and individual self-directed brokerage accounts. Each mutual fund has an objective and investment approach which affect the degrees of investment risk involved. Generally, investments with low risk offer lower potential for growth. Aggressive mutual funds offer the potential for greater growth as well as increased risk for lower earnings or loss. A description of the mutual funds offered under the Plan is located in the enrollment guide or by logging on to <https://netbenefits.fidelity.com>. These descriptions include summaries of each investment fund's objectives, investment approach and risk level. You may obtain a paper copy of the latest description of the mutual funds offered under the Plan, without additional charge, by contacting Fidelity at 1-877-2-RET-HRB (1-877-273-8472).

If you do not select an investment option, your funds will automatically be invested in a Vanguard Target Retirement Fund based on your current age and assuming a normal retirement age of 65. For more information on the default investment option, refer to the Qualified Default Investment Alternative Notice. To obtain a copy of this Notice or to change your investment option, you must contact Fidelity at 1-877-2-RET-HRB (1-877-273-8472) or by logging on to <https://netbenefits.fidelity.com>.

Prior to January 2, 2014, you had the opportunity to invest in Company stock through the H&R Block Unitized Stock fund. That investment option was removed as of January 2, 2014. To the

extent your account was invested in H&R Block Unitized Stock fund on that date, however, it can remain invested in that fund. You may diversify out of the H&R Block Unitized Stock fund at any time, but you will not be able to re-invest in that fund again at a later date.

Individual Brokerage Accounts

The Plan provides you the opportunity to develop your own investment strategy through a self-directed brokerage account — Fidelity BrokerageLink[®]. By establishing a brokerage account, you will be able to purchase a variety of mutual funds. A commission schedule is associated with the trades you make in your brokerage account.

Proxy Voting

The Plan provides you the ability to exercise voting, tender, and similar rights for the mutual funds in which you are invested through the Plan. Materials related to the exercise of these rights will be sent to you at the time of any proxy meeting, tender offer or similar rights relating to the particular mutual funds held in your account.

Additional Information About Your Investment Elections

Before you make your investment choices, it is important for you to understand your investment options and what each choice offers. You may obtain the following additional information concerning your investment options available under the Plan by contacting Fidelity at 1-877-2-RET-HRB (1-877-273-8472) or by logging on to <https://netbenefits.fidelity.com>:

- Prospectuses, financial statements and reports plus any other material provided to the Plan which relates to the available investment options;
- A list of assets comprising the portfolio of each investment fund which constitutes “plan assets” within the meaning of ERISA, the value of each such asset (or the proportion of the investment fund which it comprises), and with respect to each such asset which is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;
- Information concerning the value of shares or units in each investment fund, as well as past and current investment performance of such funds, determined net of expenses, on a reasonable basis;
- Information concerning the value of shares or units in each mutual fund held in your account; and
- A description of the annual operating expenses of each available investment fund (e.g. investment management fees, administrative fees, transaction costs) which reduce the rate of return to participants and beneficiaries, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment option.

You should also review important plan and investment-related information, including information regarding the Plan’s investment options, performance history, fees and expenses, which is provided to you by the Plan on an annual basis. You can find information on fees in the

Annual Participant Disclosure Notice, which you may obtain by contacting Fidelity at 1-877-2-RET-HRB (1-877-273-8472) or by logging on to <https://netbenefits.fidelity.com>.

The Employee Benefits Committee can change, eliminate or expand investment choices at its discretion.

EDUCATIONAL RESOURCES

Fidelity provides a number of valuable educational resources available to assist you. The following are some of the online planning tools available.

- **NetBenefits**
Fidelity's comprehensive educational website, <https://netbenefits.fidelity.com>, is dedicated to retirement planning. At the site you will find historical investment option performance, articles about the financial markets, and information about any new legislation affecting 401(k) plans and retirement accounts, plus interactive tools and calculators to help you determine savings goals. In addition, the site also lets you order prospectuses for the Plan's mutual fund options. Guidance is provided by Fidelity representatives through the use of Fidelity's suite of guidance tools. These tools are educational tools and are not intended to serve as the primary or sole basis for your investment or tax planning decisions.
- **Self-paced workshops**
Fidelity offers workshops that provide educational tools and the information you need to help make the most of the Retirement Savings Plan. Interactive calculators and quizzes help you learn by doing as you create your own plan for the future. The online workshops are entirely self-directed, so you can learn at any time and at your own pace. Simply log on to the website (<https://netbenefits.fidelity.com>), complete the short registration process, and you're ready to go!

WITHDRAWALS

In certain circumstances, as discussed below, you may be eligible to take an in-service withdrawal from the Plan while you are still an employee. As a qualified plan, the IRS has imposed certain restrictions on early withdrawals. In some cases, early withdrawals may be subject to mandatory withholding and early withdrawal penalties.

Hardship Withdrawals from Elective Deferral Account

The Plan permits you to take a hardship withdrawal from your Elective Deferral Account (other than earnings after December 31, 1988) and any Rollover Contribution Account if you experience an immediate and heavy financial need due to one of the following reasons:

- Un-reimbursed medical expenses (as described in Code section 213(d)) for yourself, your spouse and your dependents (as defined in Code section 152, without regard to Code sections 152(b)(1), 152(b)(2) and 152(d)(1)(B))
- Purchase of a principal residence (excluding mortgage payment)
- Post-secondary tuition expenses and related educational fees for the next 12 months for yourself, your spouse and your dependents
- Prevent eviction from your primary residence or foreclosure on the mortgage of your primary residence
- Funeral expenses for your deceased parent, spouse, child or dependents
- Repair of damage to principal residence due to casualty loss
- Any other reasons the IRS determines to constitute an immediate and heavy financial need through IRS regulations, publications, notices and/or rulings

In order to qualify for a hardship withdrawal, you may be required to provide official documentation that you have an immediate and heavy financial obligation.

The amount of any hardship withdrawal may not exceed the amount required to meet immediate and heavy financial need created by the hardship (and applicable taxes). Moreover, you must first exhaust all other assets reasonably available to you prior to obtaining a hardship withdrawal, including obtaining a loan from this Plan.

If you make a hardship withdrawal, you will be prohibited from making contributions to your Elective Deferral Account or any other plans maintained by your Participating Employer (other than a health and welfare plan) for a period of 6 months after receipt of the hardship distribution.

Voluntary Employee After-Tax Contribution Account

You may withdraw any amounts credited to your Voluntary Employee After-Tax Contribution Account at any time.

Age 59 ½ In-Service Withdrawals

If you have reached age 59 ½ and are still employed with a Participating Employer, you may elect to withdraw all or a portion of your Elective Deferral Account and any Rollover Contribution Account.

Rollover Withdrawals

You may withdraw all or any portion of your Rollover Contribution Account at any time.

PARTICIPANT LOANS

If you are actively employed with a Participating Employer, you may be eligible to borrow from your account for any purpose. The minimum loan is \$1,000. The maximum loan is the lesser of 50% of your account balance or \$50,000 (reduced by the highest balance of any other loan outstanding during the one-year period prior to the time the loan is made). There are various rules and requirements, outlined below, that apply to your loan. You can request a copy of the written loan program which explains these requirements in more detail.

- You may elect a repayment period of one to five years. Loans for the purpose of purchasing a home that will be your primary residence may have a longer repayment period (up to 10 years). Loans must be repaid in substantially level monthly payments over the period of the loan and bear a reasonable rate of interest as established by the Employee Benefits Committee. All payments by you of principal and interest on a loan will be credited to your applicable accounts.
- Loan payments must be made by monthly automatic ACH debit from your bank account.
- A loan set up fee of \$75.00 will be deducted from your Account for each new loan processed. A loan maintenance fee of \$25.00 per year will be deducted from your Account.
- You may only have 1 loan outstanding at any given time. If you have an existing loan (including a previously defaulted loan) you may not apply for another loan until the existing loan is paid in full.
- The level repayment requirement may be waived for a period of one year or less if you are on an approved leave of absence, however, your loan must still be repaid in full on the maturity date. If you are on a military leave of absence, the repayment schedule may be waived for the entire length of the time missed on leave. Your loan will accrue interest during this time, and upon return from a military leave of absence, your loan will be reamortized to extend the length of the loan by the length of the leave. If a loan is not repaid within its stated period, it will be treated as a taxable distribution to you.
- If you fail to make payments when they are due under the loan, you will be considered to be “in default.” Under certain circumstances, a loan that is in default (i.e., for which payments are not made in a timely manner) may be considered a distribution from the Plan. The significance of the loan balance being treated as a distribution is that the amount of this distribution will be taxable as ordinary income and will be subject to an additional 10% early withdrawal tax. A Form 1099-R will be issued to you and the total amount of the distribution will be reported to the Internal Revenue Service.
- The Plan administrator shall consider a loan in default if any scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter in which a loan is initially considered past due. In the event of a default, the entire outstanding principal and accrued interest shall be immediately due and payable.

DISTRIBUTIONS

You may request a distribution of your vested Account balance due to your Total and Permanent Disability, retirement or termination of employment from your Employer and any Related Employer. Your Beneficiary or Beneficiaries may request a distribution of your vested Account balance in the event of your death. The value of your Account balance will continue to increase or decrease, as appropriate, based on the investment returns until it is distributed.

Form of Payment

Generally, a distribution from the Plan will be in the form of one lump-sum payment. Distribution is normally made in cash but, if at the time you take a distribution from the Plan, all or part of your accounts are invested in the H&R Block Unitized Stock fund and your total vested account balance exceeds \$1,000 (excluding any amounts allocated to your Rollover Contribution Account), you may request that the portion of your accounts invested in such fund be distributed in the form of whole shares of H&R Block, Inc. common stock.

Termination of Employment

Upon termination of employment, you may request a full distribution of your account balance (partial distributions are not allowed). Your distribution may be paid directly to you or may be directly rolled over to an eligible retirement plan. Distributions paid directly to you will be subject to 20% mandatory income tax withholding and a 10% early distribution penalty may apply. You should consult with your tax advisor or legal counsel to obtain information regarding taxation and potential penalties on distributions from the Plan

Note: Under the Plan, Seasonal Associates will be treated as “terminated” on the earlier of: (1) the date the associate notifies the Participating Employer of the associate’s intention not to return, and (2) the last day of the second consecutive tax season in which the associate has no Hours of Service recorded by any Participating Employer.

Disability

If you incur a Total and Permanent Disability (as defined in the Plan) while you are employed by a Participating Employer, you may request a distribution of your account balance.

Death

If you die, your vested Account balance will be paid to your designated Beneficiary or Beneficiaries. Distributions will occur as soon as administratively feasible.

Automatic Distribution of Accounts under \$1,000

If you terminate your employment and your account balance is \$1,000 or less, you will receive an automatic taxable lump sum distribution of your account unless you arrange for a direct rollover to an eligible qualified retirement plan. Prior to the automatic distribution, you will receive notice and an opportunity to direct the Plan Administrator regarding any rollover. If you elect to receive your account balance directly, your distribution will be subject to 20% mandatory income tax withholding and a 10% early distribution penalty may apply.

Required Minimum Distributions

You are required by law to receive a required minimum distribution from the Plan no later than April 1 of the calendar year following the later of: (1) the calendar year in which you attain age 70 ½, or (2) the calendar year in which you terminate your employment after turning 70 ½. If you are a five percent owner of your Participating Employer, you must start receiving your distributions no later than April 1 of the calendar year following the calendar year you turn 70 ½, even if you are actively employed. Once you begin receiving required minimum distributions, you should receive a distribution at least annually until all assets in your account are distributed.

Special rules may apply if you turned age 70 ½ prior to January 1, 1999.

Direct Rollovers

You may elect, at the time and in the manner prescribed by the Employee Benefits Committee to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan. In the event you die prior to distribution, your beneficiary (including a non-spouse beneficiary) may elect a direct rollover to an eligible retirement plan.

Qualified Domestic Relations Order

As a general rule, your interest in your account may not be assigned or alienated. This means that your interest may not be sold, used as collateral for a loan, given away, or otherwise transferred. In addition, creditors may not attach, garnish or otherwise interfere with your account.

There is an exception to this general rule. The Plan must honor a qualified domestic relations order. A qualified domestic relations order or “QDRO” is a judgment, decree, or order of a court relating to the provision of child support, alimony payments, or marital property rights to your spouse, former spouse, child, or other dependent that meets certain requirements specified in the Internal Revenue Code. If a qualified domestic relations order is received by the Plan, all or a portion of your interest in the Plan may be used to satisfy the obligation. The Plan will determine the validity of any domestic relations orders it receives.

Copies of the Plan’s Qualified Domestic Relations Order Procedures and model documents pertaining to Qualified Domestic Relations Orders are available without charge to you and your (former) spouse or children by calling the Benefits Department at 816-854-3000 or 877-2CALLHR (1-877-222-5547).

MISCELLANEOUS INFORMATION

Benefits Not Insured

Certain types of retirement plans are insured by a government agency known as the Pension Benefit Guaranty Corporation. By law, the benefits under profit sharing plans such as the H&R Block Retirement Savings Plan, however, are not covered by such insurance.

Attachment

Your account may not be attached, garnished, assigned or used as collateral for a loan except as required by law. This means that your creditors may not attach, garnish or otherwise interfere with your account except through a qualified domestic relations order or tax levy by the Internal Revenue Service.

Interpretation of the Plan

The Employee Benefits Committee, or its designee, has the power and discretionary authority to construe the terms of the Plan based on the Plan documents, existing laws and regulations and to determine all questions that arise under the Plan. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to eligibility for benefits, disability, and retirement or to interpret any other term contained in the Plan document. The interpretations and determinations made by the Employee Benefits Committee, or its designee, are binding on all Participants, Employees, former Employees, Alternate Payees and Beneficiaries.

Plan Amendment

The Plan Sponsor reserves the authority to amend or change the Plan at any time; however, no amendment can deprive you of benefits to which you are already entitled.

Plan Termination

This Plan was adopted with the expectation that it would be permanent. However, the Plan Sponsor reserves the right to terminate the Plan at any time. A complete discontinuance of contributions by the Plan Sponsor will constitute a termination of the Plan.

Federal Tax Aspects of Plan Participation

The tax consequences of your participation in the Plan are your responsibility. This explanation is only a brief description of the U.S. federal income tax consequences related to your participation in the Plan. This description is based on current law and current interpretations of the law by the U.S. Department of Treasury and the Internal Revenue Service. Except as noted, no attempt is made to describe state, local or foreign income tax consequences of your participation. The applicable law described in this section is subject to repeal, amendment and different interpretation, and the application of the law will vary depending on your particular circumstances. This description is general in nature and you should not rely on it to determine your own individual tax consequences.

You are strongly urged to consult a tax advisor with respect to your particular situation, and for information regarding the application of state and local tax law.

The Plan is intended to be a “tax-qualified” plan under section 401(a) of the Internal Revenue Code, which gives your benefits under the plan special tax treatment while held in Trust by the Plan and when distributed to you from the Plan.

The following may be questions you have regarding the tax consequences related to your participation in the Plan:

Am I taxed on amounts contributed to Plan?

You are not subject to ordinary income taxes on Elective Deferrals, Catch-up Contributions, Matching Contributions or Rollover Contributions when made to the Trust. However, your Elective Deferrals and Catch-up Contributions remain subject to Social Security and Medicare (FICA) withholding. You also are not taxed on any earnings on your Account as long as the earnings remain in the Trust.

Elective Deferrals, Catch-Up Contributions and Matching Contributions are deductible by your Employer in the year for which they are made.

How am I taxed on amounts distributed from the Plan?

Generally you will be taxed on the amount of cash distributed at ordinary income tax rates when you receive a withdrawal or distribution from the Plan, unless you elect to roll over (deposit) the distribution to an IRA or other eligible retirement plan as discussed below.

NOTE: To the extent your distribution contains after-tax contributions contributed to your Voluntary Employee Contribution Account before August 1, 1997, those contributions are not taxed when distributed, but earnings on such contributions are taxed at distribution.

If you receive a “lump sum distribution” from the Plan and all or part of the distribution consists of H&R Block, Inc. Common Stock, you may be eligible for special tax treatment. For purposes of this special tax treatment, a “lump sum distribution” means a distribution, within a single tax year, of your entire vested account balance from the Plan (and certain other plans sponsored by the Employer) on account of your termination of employment or death, or after you attain age 59½ or become disabled.

Under this special tax rule, you are not taxed on the gain in value (called “net unrealized appreciation” or “NUA”) on the H&R Block, Inc. Common Stock at the time it is distributed to you. You are taxed on that NUA only when you actually sell the H&R Block, Inc. Common Stock. At the time of distribution from the Plan, you will be taxed only on the amount of cash distributed to you and on the Plan’s “basis” in (i.e., the amount it paid for) the H&R Block, Inc. Common Stock you receive. The Plan’s basis in the H&R Block, Inc. Common Stock becomes your basis in the Common Stock. When you later sell the H&R Block, Inc. Common Stock, you will be taxed on the difference between the sales proceeds and your cost basis. The portion of this amount that represents the gain in value of the H&R Block, Inc. Common Stock while it was held by the Plan (the NUA) is taxed at the long-term capital gains rate. The portion of this amount that represents the gain in value of the H&R Block, Inc. Common Stock after it was distributed to you will also be taxed at the long-term capital gains rate, but only if you hold the H&R Block, Inc. Common Stock for at least 12 months after the date of distribution. NUA special tax treatment is optional. You may instead elect to have the entire amount of your distribution taxed at your ordinary income tax rates at the time of distribution.

You should be aware that if you elect to roll over the H&R Block, Inc. Common Stock you receive in a lump sum distribution from the Plan, you will not be eligible for the NUA special tax treatment when you later take a distribution from your IRA or other eligible retirement plan. Previous IRS rulings, however, indicate that you may be able to take advantage of the

NUA special tax treatment if you roll over the cash you receive as part of a lump sum distribution from the Plan and have the shares of H&R Block, Inc. Common Stock distributed from the Plan directly to you.

If you attained age 50 before January 1, 1986, you (and your beneficiary, where applicable) may also be able to elect “10-year forward income averaging” treatment or special capital gains treatment, which may reduce your tax liability.

These tax rules are very complex. You should consult with your tax advisor before electing any distribution from the Plan.

Can I roll over all or a portion of my Account?

Generally you may roll over any portion of your distribution from the Plan other than: (a) the portion of the distribution required as a result of attaining age 70½ (or otherwise required under Code section 401(a)(9)), (b) any distribution made on account of financial hardship, (c) any distribution made in installments over a period of 10 or more years or based upon life expectancy; (d) plan loans treated as deemed distributions because of default on the loan, or (e) any distribution that is reasonably expected to total less than \$200 during a year.

The otherwise taxable portion of an eligible withdrawal or distribution that is rolled over (deposited) to another qualified retirement plan, a Code Section 403(b) plan of a tax-exempt employer, a Code Section 457(b) plan of a governmental employer, or an IRA (other than a Roth IRA) is not taxable to you in the year of the rollover. You must elect a direct rollover or complete a rollover to the plan or IRA within 60 days after you receive the payment. The amount rolled over is generally taxed at the time it is distributed from the other plan or IRA. Any amount that is not rolled over is subject to U.S. federal income tax as discussed above.

If you elect to roll over all or any eligible portion of your distribution to a Roth IRA, the amount rolled over to the Roth IRA will be subject to U.S. federal income tax for the year the rollover occurs.

Will income taxes be withheld from my distribution?

The Trustee is required to withhold U.S. federal income tax equal to 20% of the taxable portion of an eligible rollover or distribution paid to you that is not directly rolled over to another qualified retirement plan, a Code Section 403(b) plan of a tax-exempt employer, a Code Section 457(b) plan of a governmental employer, or an IRA. There is no withholding if you roll over the payment directly to the plan or IRA and the distribution check is made payable to the trustee or custodian of that plan or IRA. (Note that you may voluntarily choose to have taxes withheld from amounts you roll over to a Roth IRA). The same general rules apply to payments made to your beneficiary after your death and to any payments made to your spouse or former spouse under a qualified domestic relations order.

If you receive distribution entirely in H&R Block, Inc. Common Stock, taxes will not be withheld. If you receive distribution partly in H&R Block, Inc. Common Stock and partly in cash, the cash portion will be withheld, up to 20% of the total taxable amount of the distribution.

If you do not elect a direct rollover (and thus receive an actual distribution), you may still roll over those funds to another qualified retirement plan, a Code Section 403(b) plan of a tax-exempt employer, a Code Section 457(b) plan of a governmental employer or an IRA, as long as you do

so within 60 days after you received the distribution. If you want to rollover 100% of your distribution to an IRA or other plan, however, you will have to use other money to replace the 20% that was withheld on your distribution. If you only roll over the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over. The amount rolled over within the 60 day period will not be subject to U.S. federal income tax until you take it out of the IRA or plan.

The Trustee will withhold U.S. federal income tax from the taxable portion of any distribution not eligible for rollover to another plan or IRA, unless you choose to have no taxes withheld. Withholding is at a 10% rate on that portion of a lump sum payment which may not be rolled over. Failure to complete and return a tax withholding form will automatically result in the withholding of U.S. federal income tax from the taxable portion of a distribution which may not be rolled over to another plan or IRA. This does not apply to plan loans that are deemed to be distributed because of default on the loan.

If you are a nonresident alien (e.g., an individual who is not a U.S. citizen or U.S. resident) and you do not do a direct rollover to a (United States) IRA or employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes unless you provide a Form W-8BEN claiming that you are entitled to a reduced rate of withholding under an income tax treaty. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S.

When is the additional ten percent tax applicable to my distribution?

A 10% additional tax is imposed on the taxable portion of most withdrawals and distributions made before age 59½. For example, if you receive a lump sum distribution as described above at age 50, the 10% penalty will be applied to the amount of cash you receive plus the Plan's basis in any H&R Block, Inc. common stock you receive. However, this additional tax is not imposed on some distributions, including distributions made on account of your death or disability, distributions to the extent of the available medical expense deductions, or distributions made after your separation of employment if the separation occurs at age 55 or older.

Amounts rolled over to a Roth IRA are not subject to the 10% additional tax. Any payment made to your surviving spouse or other beneficiary or to an alternate payee pursuant to a qualified domestic relations order is not subject to the 10% additional tax.

You can avoid the 10% additional tax and postpone payment of U.S. federal income tax on an eligible distribution from the Plan by rolling over the eligible portion into another qualified retirement plan, a Code Section 403(b) plan of a tax-exempt employer, a Code Section 457(b) plan of a governmental employer, or an IRA through a direct rollover, or within 60 days after receiving a direct distribution.

The Plan's Trustee will not withhold any additional amount from your distribution as the result of the 10% additional tax. You are required to report and pay this tax with your individual federal income tax return.

You should consult a professional tax advisor for more detailed information about the 10% additional tax and when it applies.

How are loans taxed?

Under current tax law, loans made from the Plan, regardless of their purpose, are not considered taxable income to the participant unless a default occurs. If you default on a loan from the Plan, you are considered to have a taxable distribution of your outstanding loan, and you will receive a tax statement for the year of default that will show the amount of income to report as a result.

PARTICIPANT CLAIMS

Claims by Participants and Beneficiaries

Benefits will be paid to participants and their beneficiaries without the necessity of formal claims. You or your beneficiaries, however, may make a request for any benefits under the Plan to which you may be entitled. Any such request must be made in writing, and submitted to the Employee Benefits Committee. Your request for benefits under the Plan will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Employee Benefits Committee will furnish you with a written notice of this denial. This written notice will be provided to you within 90 days after the receipt of your claim by the Employee Benefits Committee. The written notice will contain the following information:

- a) the specific reason or reasons for the denial;
- b) the specific reference to those Plan provisions on which the denial is based;
- c) a description of any additional information or material necessary to perfect your claim and an explanation of why such material or information is necessary; and
- d) appropriate information as to the steps to be taken if you or your beneficiary wishes to submit your claim for review.

If notice of the denial of a claim is not furnished to you within 90 days after the receipt of your claim by the Employee Benefits Committee, your claim will be deemed denied.

If your claim for benefits under the Plan has been denied or is deemed denied, and you wish to submit your claim for review, you must appeal the adverse determination. In such event, you must, within 75 days after you received the written notice of the denial of your claim for benefits (or if no written denial of your claim was provided, no later than 75 days after the deemed denial of your claim), submit in writing to the Employee Benefits Committee the issues and comments you feel are pertinent to permit it to reexamine all facts and make a final determination with respect to the denial. The Employee Benefits Committee will advise you of its decision within 60 days of your written request for review unless special circumstances (such as a hearing) require an extension of time, in which case the Employee Benefits Committee will make a decision as soon as possible, but no later than 120 days after its receipt of a request for review. The Employee Benefits Committee's decision on review will be communicated to you in writing and will include specific references to those Plan provisions on which the denial is based. If the Employee Benefits Committee's decision on review is not furnished to you within the time limitation described above, your claim will be deemed denied on review.

In addition to the appeal procedures provided by the Plan, ERISA affords you and your beneficiaries the right to bring a civil action to obtain any equitable relief to which you and your beneficiaries feel entitled after the remedies provided under the Plan are exhausted. All legal action must be brought against the Plan within one year from the date payment is made to you under the Plan or, if no payment is made, the date your request for benefits is denied, in whole or in part, by the Employee Benefits Committee on appeal (or, if earlier, the date the Employee Benefits Committee fails to respond to a claim or appeal within the time period provided above.

PARTICIPANT RIGHTS

Your Rights under the Employee Retirement Income Security Act (ERISA)

As a participant in the Plan, you are entitled to certain rights and protections under ERISA.

Right to Information

ERISA provides that as a Plan participant you are entitled to:

- a) Examine, without charge, at the Plan Administrator's office and other specified locations, all Plan documents, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may impose a reasonable charge for the copies.
- c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required to furnish each participant with a copy of this summary annual report.
- d) Obtain a statement telling you the total amount you have in your Plan accounts and the amount which you would have a right to receive if you stop working under the Plan now. If you do not have a present right to any amount in your Plan accounts, the statement will tell you how many more years you have to work to get a non-forfeitable right in your Accounts. **This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.**

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Enforcing Your Rights

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without a charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay court costs and legal

fees. If you are successful, the court may order the person you have sued to pay these legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Your Responsibilities

You are responsible for providing the Plan Administrator with information that is to the best of your knowledge both truthful and accurate. If you willfully and knowingly provide untruthful or inaccurate information, benefits will be determined according to the true facts, and disciplinary action may be taken.

The investment options available through the Plan reserve the right to modify or withdraw the exchange privilege.

Unless otherwise noted, transaction requests confirmed after the close of the market, normally 4 p.m. Eastern time, or on weekends or holidays, will receive the next available closing prices. Requests received by Fidelity to sell units of a unitized stock fund before the close of the market will be processed at that day's closing price only if there is sufficient liquidity in the fund. If not, requests to sell units of the stock fund will be suspended. As liquidity is restored, suspended transactions will be processed, generally on a first-in, first-out basis, at the closing price for the processing date. Please contact Fidelity to learn if your request to sell units of your plan's unitized stock fund has been suspended.

This document provides only a summary of the main features of the H&R Block Retirement Savings Plan and the Plan document will govern in the event of discrepancies.

Fidelity Management & Research Company manages Fidelity mutual funds.

The Plan is intended to be a participant-directed plan as described in Section 404(c) of ERISA, which means that fiduciaries of the Plan are ordinarily relieved of liability for any losses that are the direct and necessary result of investment instructions given by a participant or beneficiary.

Before investing in any mutual fund, please carefully consider the investment objectives, risks, charges and expenses. For this and other information, call or write Fidelity for a free prospectus. Read it carefully before you invest.

The foregoing description of the Plan has been provided in compliance with ERISA and federal securities laws, and is only a summary of its more important features. The full terms of the Plan are set forth in detail in a document titled "H&R Block Retirement Savings Plan," which is on file at the address of the Company. The full text of the Plan controls in every case and is not modified or affected in any way by the contents of this Summary Plan Description.

Appendix A

PARTICIPATING EMPLOYERS

As of January 1, 2018

H&R Block Enterprises, LLC
HRB Green Resources, LLC
HRB International Management, LLC
HRB Professional Resources, LLC
HRB Resources, LLC
HRB Technology, LLC
Sand Canyon Corp.