

## FRANCHISE DISCLOSURE DOCUMENT

### H&R BLOCK TAX SERVICES LLC

A Missouri limited liability company

One H&R Block Way

Kansas City, Missouri 64105

Phone: 816-854-3000

[www.hrblock.com](http://www.hrblock.com)



As an H&R BLOCK<sup>®</sup> franchisee, you will operate a tax return preparation business and may have the right to offer related products and services, bookkeeping, payroll services, and training.

The total investment necessary to begin operation of an H&R Block franchise in a new territory ranges from \$31,700 to \$158,137. This includes \$12,677 to \$22,798 that must be paid to the franchisor or its affiliates. For offers that include the purchase of an existing office, the total investment will vary depending on the value of the particular office purchased. This investment includes an initial franchise fee for each H&R Block franchise of \$2,500 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Undefined capitalized terms used in this disclosure document have the meaning assigned to them in the Franchise License Agreement attached as Exhibit F-1. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant. **Note, however, that no government agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, such as a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: September 28, 2023

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

<b>QUESTION</b>	<b>WHERE TO FIND INFORMATION</b>
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only H&amp;R Block business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be an H&amp;R Block franchisee?</b>	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## **What You Need To Know About Franchising *Generally***

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### **Some States Require Registration**

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

### **Special Risks to Consider About *This* Franchise**

- 1. OUT-OF-STATE DISPUTE RESOLUTION.** THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH THE FRANCHISOR BY LITIGATION IN MISSOURI. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH THE FRANCHISOR IN MISSOURI THAN IN YOUR OWN STATE.
  
- 2. SEASONALITY OF BUSINESS.** THE BUSINESS OF THE FRANCHISE GENERATES ITS MOST SIGNIFICANT INCOME DURING THE PERIOD FROM JANUARY 1 THROUGH THE LAST DATE ON WHICH INDIVIDUAL FEDERAL INCOME TAX RETURNS FOR THE PRECEDING YEAR MAY BE FILED WITHOUT RECEIVING AN EXTENSION OF TIME OR INCURRING ANY PENALTY FOR LATE FILING. WHILE THIS IS USUALLY APRIL 15 OF EACH YEAR, IN CERTAIN INSTANCES, THE FEDERAL AND STATE TAX SEASON DEADLINES MAY BE EXTENDED. IN ADDITION, JURISDICTIONS IN WHICH YOU OPERATE MAY IMPOSE RESTRICTIONS ON YOUR BUSINESS AND, IN SOME INSTANCES, MAY REQUIRE THAT YOU CLOSE YOUR BUSINESS. THESE EVENTS MAY CAUSE YOU TO INCUR ADDITIONAL COSTS AND EXPENSES.

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## **ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

### The Franchisor

H&R Block Tax Services LLC, a Missouri limited liability company, organized in the State of Missouri, is the franchisor in all states in which franchises are granted. All business is conducted under the name of H&R BLOCK® (“H&R Block”).

H&R Block Tax Services LLC is referred to as “we”, “us”, or “our” in this disclosure document. We maintain our principal place of business at One H&R Block Way, Kansas City, Missouri 64105.

State administrators and agents for service of process are listed in Exhibit A.

Since July 1, 2008, we have offered franchise licenses to operate offices that offer income tax return preparation, related products and services, bookkeeping, payroll services, and training (the “Franchised Business”). Our affiliates own and operate businesses that offer the same products and services as the Franchised Business under the name of H&R Block. Your direct competition from national and local businesses that offer tax return preparation, bookkeeping, payroll services, and training will include our affiliates (see Item 12 Territory).

### Our Predecessors and Affiliates

We are an indirect, wholly-owned subsidiary of H&R Block, Inc., a Missouri corporation (“Parent”).

Our Parent developed and subsequently assigned to us a distinctive system for the establishment and operation of tax return preparation businesses and performance of related services (“System”). The distinguishing characteristics of the System include distinctive exterior and interior design; proprietary processes, methods, and software; standards, specifications, and procedures for operations; procedures for management control, training, and assistance; and advertising and promotional programs. The System may be changed, improved, and further developed by us.

The System is identified by certain trade names, service marks, trademarks, and logos, including the mark H&R BLOCK® or any mark designated by us, for use with the System (“Proprietary Marks”).

Our Parent was incorporated in Missouri on July 27, 1955, and maintains its principal place of business at One H&R Block Way, Kansas City, Missouri 64105. Our Parent conducts business through its affiliates under the names of H&R BLOCK and BLOCK ADVISORS®.

From 1955 through 1993, our Parent (directly or through wholly-owned subsidiaries) operated, and from 1957 through 1993 franchised others to operate, offices (sometimes referred to as “outlets”) engaged in the preparation of federal, state, and local tax returns. In 1965 our Parent decided to grant franchises for smaller communities, generally with populations of 15,000 or less. Before 1965 our Parent granted franchises, known as “major franchises,” for larger areas, typically one or more counties or all or part of a state, and allowed those franchisees to grant franchises of their own within their areas. Affiliates of our Parent reacquired our only remaining major franchisee on November 3, 2008, and nearly all of their sub-franchisees became our direct franchises. Major franchise agreements are no longer offered. In 1993 our Parent established our predecessor, H&R Block Tax Services, Inc., to handle its franchise operations and assigned to it the assets and goodwill of its Tax Operations division. Our predecessor granted franchises from March 31, 1993, through June 30, 2008. On July 1, 2008, our predecessor transferred its assets and goodwill, including all franchise agreements, to us by a merger.

Our Parent unconditionally guarantees our performance. This Guarantee of Performance is attached to this disclosure document as Exhibit C.

On March 31, 1993, our Parent assigned to HRB Innovations, Inc. (formerly HRB Royalty, Inc.), our affiliate, the Proprietary Marks used in the System. The principal place of business for HRB Innovations, Inc., is 103 Folk Road, Suite 221, Wilmington, Delaware 19803. HRB Innovations, Inc., was incorporated in Delaware on February 10, 1993. Under a license agreement dated April 1, 1993 (the “License Agreement”), HRB Innovations, Inc., has licensed us to use and to license others to use the Proprietary Marks.

Our affiliate, Emerald Financial Services, LLC, a Delaware limited liability company, with a principal place of business at One H&R Block Way, Kansas City, Missouri 64105, provides program management services related to certain financial products and services pursuant to a program management agreement (“PMA”) with one or more approved banking partners, which products you may offer to clients served by your Franchised Business. These products may include the H&R Block Emerald Prepaid Mastercard®, Refund Transfers (“RTs”), Refund Advances (“RAS”), Spruce Accounts, H&R Block Emerald Advance, and H&R Block Emerald Savings®.

Our affiliate, Franchise Partner, Inc. (“FPI”), a Nevada corporation, with a principal place of business at One H&R Block Way, Kansas City, Missouri 64105, offers commercial financing to H&R Block franchisees, subject to credit approval. FPI offers a Term Loan to franchisees, which may be used by you to acquire an H&R Block franchise, acquire another tax preparation business, buy out a partner, refinance a U.S. Small Business Administration loan, or comply with brand office standards upgrades. FPI also offers an annual Short-Term Loan to franchisees, which may be used by you to cover some of your operating and related expenses prior to the end of each Tax Season. You may not use any loan proceeds for personal, family, or household purposes.

Our affiliates, HRB Innovations, Inc. (described above) and Companion Insurance, Ltd., a Missouri corporation, with a principal place of business at One H&R Block Way, Kansas City, Missouri 64105, assist with the service and administration of the Peace of Mind® Extended Service Plan (“POM”) and the POM Protection Program. In addition, it is required that you purchase Errors & Omissions, General Liability, and Property (contents, betterments, and improvements only) insurance coverage. You may purchase coverage through an independent provider or take advantage of the program administered by our affiliate H&R Block Insurance Agency, Inc., a Delaware corporation, at One H&R Block Way, Kansas City, Missouri 64105.

Except as otherwise described in this Item 1, neither we nor our Parent, predecessor, or affiliates currently offer or have offered franchises in any other lines of business.

#### International Franchisor Affiliates

We no longer offer franchises outside of the United States and certain United States territories. The following affiliates offer H&R Block franchises outside of the United States and in some United States territories.

HRB International LLC, a Missouri limited liability company, with a principal place of business at One H&R Block Way, Kansas City, Missouri 64105, is the franchisor of offices in foreign countries and in certain U.S. territories. It does not directly own or operate tax preparation businesses, but only offers licenses through its respective franchisees to conduct business under the H&R Block name. Since August 2013, it has offered franchisees licenses to establish offices that offer the Franchised Business outside of

the United States. Neither HRB International LLC, nor any predecessor, has offered franchises in any other line of business.

H&R Block Canada, Inc., a Canadian corporation and an indirect wholly-owned subsidiary of our Parent, has served as the franchisor of the H&R Block System in Canada since 1964. Since 1964 H&R Block Canada, Inc., has both owned and operated tax preparation businesses and licensed others to operate Franchised Businesses under a franchise agreement. H&R Block Canada, Inc. was organized in Canada on December 12, 1963, with a principal place of business at Suite 2600, 700 - 2 Street SW, Calgary, Alberta T2P2W2, Canada. H&R Block Canada, Inc. has not offered franchises in any other line of business.

HRB Innovations, Inc., (described above) has served as the franchisor of the H&R Block System in Australia since 1994. H&R Block Limited, an entity organized under the laws of New South Wales, with a principal place of business at 265 Pennant Hills Road, Suite 1, Thornleigh, New South Wales 2120, Australia, served as the franchisor of the H&R Block System in Australia and has owned and operated tax preparation businesses since 1978. H&R Block Limited no longer actively offers franchises in Australia but remains the franchisor under certain existing franchise agreements. HRB Innovations, Inc. does not own or operate any tax preparation businesses and has not offered franchises in any other line of business.

### The Franchise Offered

We offer a franchise agreement, the Franchise License Agreement (“FLA”), attached as Exhibit F-1 to this disclosure document, that grants you the right to operate the Franchised Business using the Proprietary Marks and the System in a given territory for a specific term. You may operate the Franchised Business from any location approved in writing by H&R Block (“Approved Location”) within your Franchise Territory.

There are various ways you may become an H&R Block franchisee, all of which are subject to our sole discretion and approval. The various ways to become a franchisee are described below.

One franchise opportunity is to open a new retail office located within a defined Franchise Territory. We will provide training and support for you to open and operate your Franchised Business. With our approval and support, you will: (1) select an office location, (2) hire and train your staff, and (3) set up your office with furnishings, signage, computers, and other office equipment according to our specifications and requirements. Our marketing materials will be available to help you welcome and attract new clients to this new location.

Another franchise opportunity that may be available is to purchase a furnished and equipped, company-owned retail office that is currently operated by our affiliate. The Franchise Territory may be offered as a defined or mapped area or as a specific office address. If you purchase a former company-owned retail office, you will be: (1) authorized to solicit and serve H&R Block’s previously established client base for that office, and (2) provided a list of trained tax professionals previously employed in that office to consider when making your own hiring decisions. Offices available for purchase may change over time, and we may discontinue offering company-owned retail offices for sale. If you purchase an office formerly operated as a company-owned retail office, we may not be able to assign the lease for that location. We cannot guarantee that the landlord will consent to assigning the lease for the same space where the company formerly operated the office or that the terms of the lease will be acceptable to you. You are ultimately responsible for negotiating and complying with the terms of your own lease.

In addition to any Approved Location in which we authorize you to operate a Franchised Business, you may also be offered an opportunity to operate an H&R Block office in certain national or regional retail stores or military bases or installations located within your Franchise Territory under any applicable



agreements between H&R Block and national or regional retail businesses or military or other government installations.

We may offer an assisted acquisition program to existing franchisees that we determine in our sole discretion to be qualified. Under the assisted acquisition program, we provide financial assistance to franchisees that purchase existing, independent tax return businesses.

Your Franchised Business will prepare federal, state, and local tax returns, principally during the period from the first weekday after January 1 through April 15 (or the last date on which individual federal income tax returns may be filed without receiving an extension of time or incurring any penalty for late filing) of each year (“Tax Season”). In addition, Preseason hours will be required.

You and your tax professionals will prepare tax returns and schedules based on information supplied by the taxpayer, sign the returns as tax preparers in the manner required by law, provide the tax returns to the taxpayer for signature and payment of any taxes due, and e-file tax returns for taxpayers when applicable.

You will be required to guarantee that the tax returns that you and your employees prepare are prepared correctly, based on the information the taxpayer provided. If you or your employees make an error in the preparation of a tax return, you must pay any penalties and interest on additional taxes assessed against the taxpayer solely by reason of that error. If a return is audited, you are (if requested by the taxpayer) required to provide Tax Notice Services to the taxpayer.

You are also required to offer electronic filing of income tax returns and may offer other products and services that may or may not be related to tax preparation that we specify in the Policy and Procedure Manual (“Manual”) or otherwise require you to offer. Currently, you must offer the following products and services: electronic filing of income tax returns, MyBlock, Approve Online, Emerald Card, facilitating Refund Transfers, Spruce Accounts, the H&R Block Emerald Prepaid Master Card<sup>®</sup>, H&R Block Emerald Savings<sup>®</sup>, Peace of Mind<sup>®</sup>, Tax Companion Application, Tax Identity Shield<sup>®</sup>, H&R Block Guarantees, Tax Notice Services using our Tax Resolution System, Second Look<sup>®</sup> Review, and Video Appointments (requires minimum video bandwidth of 5Mbps upload/download)

We continually look for opportunities to provide our clients with new products and services and, if developed, we may require franchisees to offer these products or services to clients.

In addition to preparing income tax returns, you may (but will not be required to) hold instructional courses to train others in the preparation of income tax returns. Courses are typically conducted in the months of September, October, and November for people who desire to learn how to prepare their own income tax returns or who wish to prepare income tax returns for others.

You may be authorized to offer optional services (“Optional Services”) from your Franchised Business in our sole discretion. These Optional Services may include the H&R Block Emerald Advance and Refund Advance (“RA”), an interest-free loan repaid from a client’s tax refund. You may be responsible for a portion of the cost associated with the RA loan and may be required to sign an agreement with the entity that is offering the product or service.

H&R Block Small Business services is another one of our Optional Services. If H&R Block authorizes you to participate in this program, you must sign an Addendum to the Franchise License Agreement H&R Block Small Business – Standard to offer the services, which is attached as Exhibit F-2 to this disclosure document. Participating Franchisees are authorized to offer bookkeeping, payroll, non-attest and non-audit general accounting services as part of the Franchised Business.

We may, in our sole discretion, also allow you to offer non-H&R Block business at Approved Locations. Any non-H&R Block business may not use our Licensed Marks in conjunction with the business, is not subject to royalties, and must not be conducted in a manner that causes public confusion with the H&R BLOCK brand or creates the impression that H&R Block endorses the non-H&R Block business. If we allow you to offer non-H&R Block business, you will be required to sign an amendment, such as attached as Exhibit F-3 to this disclosure document. You will be solely responsible for the operation of your non-H&R Block business and must comply with our terms and conditions provided in the Manual to operate it as a separate business.

The business of tax preparation and other financial and related products and services is well developed. You may have to compete with national and local tax return preparation firms and other providers of financial and related products and services, including other H&R Block offices, Block Advisor offices, bookkeeping services, accountants, and lawyers, and with the Internal Revenue Service and governmental agencies in certain states that offer free assistance to some individuals in the preparation of their federal or state tax returns. In addition, a substantial number of people prepare their own tax returns or obtain financial and related products and services using software, the internet, or other means, including software and internet services offered by us or our affiliates.

### Industry-Specific Regulations

Tax return preparation is regulated by the Internal Revenue Code, located at Title 26, U.S.C. (the “Code”), and related regulations. In addition to tax return preparation, the Code and its regulations dictate the requirements applicable to tax return preparers and Electronic Return Originators (“EROs”). You must comply with all federal, state, and local laws, and Internal Revenue Service (“IRS”) rules and regulations, including those pertaining to: 1) accuracy of returns prepared, 2) eligibility to participate in the IRS electronic filing program (“e-file”), 3) tax preparer due diligence requirements for factual matters during the tax preparation process, 4) retention of tax returns prepared, and 5) the eligibility, registration, and licensing of tax return preparers. You will be required to comply with all IRS licensing requirements for both you and your employees, including but not limited to obtaining a Preparer Tax Identification Number (“PTIN”) registration. You will be responsible for costs related to compliance, including the payment of any associated fees and related expenses.

The electronic filing of tax returns is essential to our tax preparation business. You cannot file tax returns electronically unless you obtain an electronic filing identification number (“EFIN”) from the IRS. You must apply for an EFIN far enough in advance of the Tax Season to receive it in time to start processing returns by the start of your first Tax Season. If you or a firm in which you were a principal have been assessed a tax preparer penalty, been convicted of an IRS or monetary crime, failed to file a tax return or pay taxes, or cannot pass an IRS background suitability check, you may be unable to obtain an EFIN. You must apply for and receive an EFIN before signing any binding franchise or other agreement. If you do not have or cannot obtain an EFIN, you cannot operate this franchise.

All states levying a state income tax also regulate tax return preparation. In some states, like California, Connecticut, Iowa, Maryland, Nevada, New York, and Oregon, tax return preparers must be licensed by the state. You and your employees must comply with all state licensing requirements. H&R Block is not responsible for any costs associated with state licensing or licensing of either you or your tax return preparers.

Some states and localities regulate the facilitation of certain financial products, including Refund Transfers and Refund Advances and may require certain consumer disclosures, such as disclosures concerning fees and the timing of funding. Some states also require facilitators to be licensed or registered by the state.

You will be required to comply with all applicable disclosure and licensing requirements in your state, including the payment of any associated fees.

Use and disclosure of client tax return information is regulated by Section 7216 of the Code and by the Gramm Leach Bliley Act, 15 U.S.C. Sec. 6801, which requires the provision of an annual privacy policy. The Federal Trade Commission has also issued standards for safeguarding client financial information under 16 CFR Parts 313 and 314. In addition to these federal requirements, some states also regulate the use and disclosure of client tax return information, including requiring client notification for certain data security breaches.

Most states regulate and require licenses for the operation of proprietary schools, which may include tax return preparation schools. If you choose to operate a tax return preparation school and offer instructional courses to the public as part of your Franchised Business, you must comply with all applicable state regulations and licensing requirements at your expense.

Certain officers and employees of a financial service provider must be licensed and are regulated by the Financial Industry Regulatory Authority (“FINRA”). Anyone making referrals of potential clients for investment services for a commission must be licensed by FINRA.

## **ITEM 2 BUSINESS EXPERIENCE**

### Senior Vice President, U.S. Retail Operations: Mark J. Darling

Mr. Darling has held the position of Senior Vice President, U.S. Retail Operations since May 2023. From October 2019 to December 2020, Mr. Darling held the position of Vice President, Work Force Planning and Tax Pro Experience. From December 2020 to June 2021, Mr. Darling held the position of Vice President, West Market. From June 2021 to May 2023, Mr. Darling held the position of Vice President, U.S. Retail Sales and Service – West and Block Advisors. Mr. Darling also currently serves as: Vice President, U.S. Retail Sales and Service – West and Block Advisors for HRB Tax Group, Inc. (since June 2021); Director and President of H&R Block Eastern Enterprises, Inc. (since May 2023); President of H&R Block Enterprises LLC, H&R Block Tax Services LLC, HRB PR Enterprises LLC, HRB Tax Group, Inc. and PTF Services, LLC (since May 2023); Vice President of HRB International LLC (since May 2023); Senior Vice President, U.S. Retail for H&R Block Management, LLC and H&R Block, Inc. (since May 2023); and, Vice President, U.S. Retail Sales and Service – West and Block Advisors for HRB Tax Group, Inc. (since May 2023). Mr. Darling is employed by HRB Professional Resources LLC.

### Vice President, Field Real Estate and Operations: Shawn P. Moore

Mr. Moore has held the position of Vice President, Field Real Estate and Operations since June 2021. From May 2016 to June 2021, Mr. Moore held the position of Vice President, Acquisitions and Development. Mr. Moore has served as our Vice President since November 2013. Mr. Moore also currently serves as: Vice President, Field Real Estate and Operations of HRB Tax Group, Inc. and H&R Block Management, LLC (since June 2021); Vice President of H&R Block Eastern Enterprises, Inc. and H&R Block Enterprises LLC (since November 2013); Vice President of Latino Tax and Business Services, LLC (since August 2016); and Vice President of PTF Services, LLC (since December 2019). Mr. Moore is employed by HRB Professional Resources LLC.

Vice President, Secretary and Chief Ethics Officer: Katharine M. Haynes

Ms. Haynes has held the position of Vice President, Secretary and Chief Ethics Officer since January 2022. From August 2015 to January 2022, Ms. Haynes held the position of Assistant Secretary and corporate counsel/senior corporate counsel. Ms. Haynes has held the position of Vice President and Secretary for our Parent since February 2022 and had served as Assistant Secretary from September 2015 to February 2022. Ms. Haynes is employed by HRB Professional Resources LLC.

Vice President, Corporate Tax and Treasurer: Daniel J. White

Mr. White has held the position of Vice President, Corporate Tax and Treasurer since May 2021. From September 2017 to May 2021, Mr. White held the position of Vice President, Corporate Tax and from October 2014 to September 2017, Mr. White held the position of Director, Corporate Tax. Mr. White also currently serves as an officer for us and numerous affiliates. Mr. White is employed by HRB Professional Resources LLC.

Vice President, U.S. Franchise/Block Advisors: Roxane Harris

Ms. Harris has held the position of Vice President, U.S. Franchise/Block Advisors since May 2023. From June 2006 to May 2018, Ms. Harris held the position of Franchise Regional Director. From May 2018 to April 2019, Ms. Harris held the position of Director, Franchise Operations Support. From April 2019 to June 2021, Ms. Harris held the position of Director, U.S. Franchise Non-Multi Operations. From June 2021 to May 2023, Ms. Harris held the position of Vice President, U.S. Franchise. Ms. Harris has served as our Vice President since June 2021. In addition, Ms. Harris currently serves as the Director of the AER Harris Family Foundation (since December 2020). Ms. Harris is employed by HRB Professional Resources LLC.

Franchise Regional Director: Stacy Henzel

Ms. Henzel has held the position of Franchise Regional Director since August 2022. In addition, Ms. Henzel served as Franchise Consultant, Multi-Unit Franchisees, from June 2019 to August 2022; as Franchise Consultant from June 2013 to June 2019, and as District Manager from June 2005 to June 2013. Ms. Henzel is employed by HRB Professional Resources LLC.

Franchise Regional Director, East Market & Franchise Practice Management: Christina Thomas

Ms. Thomas has held the position of Franchise Regional Director, East Market and Franchise Support Operations since August 2022. Ms. Thomas has held the following positions: Franchise Regional Director, East Market and Franchise Practice Management, from June 2021 to August 2022; Franchise Regional Director from August 2019 to June 2021; and Franchise Consultant from December 2012 to July 2019. Ms. Thomas is employed by HRB Professional Resources LLC.

Business Development Manager: Giuseppina Cappello

Ms. Cappello has held the position of Business Development Manager since December 2020. From August 2016 to December 2020. Ms. Cappello held the positions of Director, US Retail, from August 2016 to December 2020 and Program Director, Strategy, from August 2012 to August 2016. Ms. Cappello is employed by HRB Professional Resources.

Note: Unless otherwise indicated, all individuals listed above hold positions at the principal place of business in Kansas City, Missouri.

### ITEM 3 LITIGATION

In Re: H&R Block Refund Anticipation Loan Litigation (MDL No. 2373). A series of putative class action lawsuits were filed against H&R Block, Inc., H&R Block Services, Inc., H&R Block Tax Group, Inc., H&R Block Enterprises, Inc., and H&R Block Eastern Enterprises, Inc. in various federal courts beginning on November 17, 2011 concerning the refund anticipation loan (RAL) and refund anticipation check (RAC) products. The plaintiffs generally allege the company engaged in unfair, deceptive or fraudulent acts in violation of various state consumer protection laws by facilitating RALs that were accompanied by allegedly inaccurate TILA disclosures, and by offering RACs without any TILA disclosures. Certain plaintiffs also allege violation of disclosure requirements of various state statutes expressly governing RALs and provisions of those statutes prohibiting tax preparers from charging or retaining certain fees. Collectively, the plaintiffs sought to represent clients who purchased RAL or RAC products in up to forty-two states and the District of Columbia during timeframes ranging from 2007 to the present. The plaintiffs sought equitable relief, disgorgement of profits, compensatory and statutory damages, restitution, civil penalties, attorneys' fees and costs. These cases were consolidated by the Judicial Panel on Multidistrict Litigation into a single proceeding in the United States District Court for the Northern District of Illinois for coordinated pretrial proceedings, styled *IN RE: H&R Block Refund Anticipation Loan Litigation* (MDL No. 2373). The company filed a motion to compel arbitration, which the court granted on July 23, 2014. Plaintiffs filed a petition for appeal to the Seventh Circuit Court of Appeals, which was denied. The consolidated cases were settled for a total sum of \$63,000, and a joint stipulation of dismissal was filed on May 4, 2015.

Manual H. Lopez, III, et al. v. H&R Block, Inc., H&R Block Tax Group, Inc., and HRB Technology LLC (Case No. 1216-CV12290). On April 16, 2012, Lopez filed a putative class action petition against various H&R Block entities in the Circuit Court of Jackson County, Missouri purporting to represent all Missouri citizens for whom H&R Block has charged a compliance fee. Lopez alleges that the compliance fee H&R Block charges its tax preparation clients is deceptive and that H&R Block does not disclose the true nature of the fee. Lopez further alleges that by charging a misleading compliance fee, H&R Block is in violation of the Missouri Merchandising Practices Act and has been unjustly enriched. The trial court denied the company's motion to compel arbitration and the company filed an appeal. On March 8, 2016, the appellate court affirmed the decision of the trial court. The company filed an application for transfer of the appeal in the Missouri Supreme Court, which was denied on June 28, 2016. This case and the Perras case referenced below were settled for a total sum of \$660,000, and the case was dismissed on May 15, 2017.

Ronald Perras, et al. v. H&R Block, Inc., H&R Block Tax Group, Inc., and HRB Technology LLC (Case No. 4:12-cv-00450). On April 19, 2012, Perras filed a putative class action complaint against various H&R Block entities in the United States District Court for the Western District of Missouri attempting to represent all persons in the United States, excluding citizens of the State of Missouri, for whom H&R Block has charged a compliance fee. Perras alleges that the compliance fee H&R Block charges its tax preparation clients is deceptive and that H&R Block does not disclose the true nature of the fee. Perras further alleges that by charging a misleading compliance fee, H&R Block is in violation of the Missouri Merchandising Practices Act (and other state consumer protection statutes) and has been unjustly enriched. The trial court compelled arbitration with respect to the compliance fee charged to Perras during the 2011 Tax Season, and denied Perras's motion for class certification with respect to the compliance fee charged during the 2012 Tax Season. Plaintiff appealed the trial court's denial of class certification, and the court of appeals affirmed that denial on June 18, 2015. In January 2016, plaintiff filed an amended complaint asserting claims of violation of Missouri and California state consumer laws, money had and received, and unjust enrichment along with a motion to certify a class of all persons (excluding Missouri citizens) who were charged a compliance fee by the company in California. The company subsequently filed a motion for summary judgment on all claims. On April 29, 2016, the court granted the company's motion for summary judgment on all claims and denied plaintiff's motion for class certification as moot. Plaintiff filed an appeal

with the Eighth Circuit Court of Appeals. This case and the Lopez case referenced above were settled for a total sum of \$660,000, and the case was dismissed on May 15, 2017.

**Form 8863 Class Actions.** A series of putative class action lawsuits were filed against the company in various federal courts and one state court beginning on March 13, 2013. Taken together, the plaintiffs in these actions purport to represent clients nationwide who filed Form 8863 during Tax Season 2013 through an H&R Block office or using H&R Block at Home® online tax services or tax preparation software, and allege breach of contract, negligence and violation of state consumer laws in connection with transmission of the form. The plaintiffs seek damages, pre-judgment interest, attorneys' fees and costs. In August 2013, the plaintiff in the state court action voluntarily dismissed her case without prejudice. On October 10, 2013, the Judicial Panel on Multidistrict Litigation granted the company's petition to consolidate the remaining federal lawsuits for coordinated pretrial proceedings in the United States District Court for the Western District of Missouri in a proceeding styled *IN RE: H&R BLOCK IRS FORM 8863 LITIGATION* (MDL No. 2474/Case No. 4:13-MD-02474-FJG). On July 11, 2014, the MDL court granted the company's motion to compel arbitration for those named plaintiffs who agreed to arbitrate their claims. Plaintiffs filed a consolidated class action complaint on October 3, 2014. The company filed a motion to strike the class allegations relating to those clients who agreed to arbitration, which the court granted in January 2015. The parties subsequently reached an agreement to settle the remaining claims for \$150,000, subject to court approval. The court granted preliminary approval of the settlement on January 12, 2016, and final approval on May 23, 2016.

**Vocational Consultants, LTD, et al. v. H&R Block Tax Services LLC, et al.** (Case No. 13-L-11). Plaintiffs filed suit in the Circuit Court of Crawford County, Illinois in September 2013, alleging that the company violated the Illinois Franchise Disclosure Act and the Illinois Consumer Fraud and Deceptive Business Practices Act by taking over two franchise offices operated by plaintiffs in Robinson and Marshall, Illinois after plaintiffs failed to have a valid Electronic Filing Identification Number (EFIN) and were unable to electronically file tax returns during the 2013 Tax Season. Plaintiffs claim that the company interfered with their property and business rights by taking over the offices and terminating plaintiffs' franchise agreement. The company reached an agreement to settle the case for \$840,000 in December 2018.

**Robert Branting and Security Tax Services, LLC v. H&R Block Tax Services LLC, et al.** (Case No. 23-2-01296-31). Plaintiffs filed suit on February 21, 2023 in the Superior Court of the State of Washington for Snohomish County alleging that the company breached the parties' franchise agreement by failing to perform various obligations under the contract in violation of Washington's Franchise Investment Protection Act and Washington's Consumer Protection Act. The company countersued against plaintiffs in the United States District Court for the Western District of Missouri, alleging that plaintiffs breached their post-termination contractual obligations. The parties reached an agreement to settle both cases in June 2023 for payment of \$36,000 by Branting/Security Tax Services, LLC, and an agreement to honor all post-termination restrictive covenants with limited exceptions for three years from the settlement date.

### **Litigation Against Franchisees in the Last Fiscal Year**

During fiscal year 2023, the company initiated two lawsuits against franchisees, as follows:

#### **Suits to Enforce Restrictive Covenants**

**H&R Block Tax Services LLC v. Security Tax Services, LLC, et al.**, Case No. 4:23-CV-00178-RK (W.D. Mo. 2023).

**H&R Block Tax Services LLC v. Bomer Financial Services, LLC, et al.**, Case No. 4:23-CV-00205-BP (W.D. Mo. 2023).

Other than the actions stated above, no litigation is required to be disclosed in this Item 3.

#### ITEM 4 BANKRUPTCY

Neither we, any Parent, predecessor, affiliate, officer, or general partner of ours, nor any other person who will have management responsibility relating to the sale or operation of the franchises offered by this disclosure document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code or any foreign bankruptcy laws required to be disclosed in this Item.

#### ITEM 5 INITIAL FEES

##### Initial Franchise Fee

You must pay us an initial franchise fee of \$2,500 in a lump sum when you sign the FLA.

The initial franchise fee under the FLA is fully earned when paid, is not refundable under any circumstances, and is charged uniformly to all new franchisees.

#### ITEM 6 OTHER FEES

OTHER FEES			
Type of Fee	Amount	Date Due	Remarks
Royalty	<p>60% of the first \$5,000 of revenue received by the Franchised Business during each calendar year for Authorized Services (includes Required Services and Optional Services), less applicable sales taxes collected and remitted to appropriate taxing authorities, and less revenue from the sale of products or services subject to a Product-Specific Royalty Rate or incentive rates paid to Franchisee (50% if paid to us within 4 days after the end of the Reporting Period to which the royalty relates and no other amounts payable are overdue) and 40% on the revenue received during each calendar year in excess of \$5,000 (30% if paid to us within 4 days after the end of the Reporting Period to which the royalty relates and no other amounts payable are overdue). However, revenue in any calendar year that is in excess of the average revenue of the Franchisee for the 2 previous calendar years is subject to a Royalty Fee of 20% if paid to us not later than 4 days after the end of the Reporting Period to which the royalty relates. You are not eligible for the 20% royalty rate (the "Incentive Royalty Rate") until you have completed 2 full Tax Seasons and have established your own incentive base.</p> <p>Revenue from business services is subject to a Product Specific Royalty Rate of 15% (10% if paid to us within 4 days after the end of the reporting Period to which the royalty relates</p>	<p>Payable to us within 30 days after the end of each Reporting Period on the revenue for the previous Reporting Period. Royalty Fees will be reduced if the Royalty Fees are paid to us within four (4) days of the end of the previous Reporting Period.</p>	<p>Revenue means all revenue received by you, directly or indirectly, from all sales of products and services by the Franchised Business. Reporting Period means those periods (1) beginning on the first day and the sixteenth day of the months of February through March and on the first day of the months of May through January and ending, with respect to those periods beginning on February 1 and March 1, on the fifteenth day of each such month and, with respect to all other such periods, on the last day of each such month; and (2) beginning on April 1 and ending on the last day of the Tax Season and beginning the following day and ending on the last day of April. Use of our Point of Sale and Financial Information Network ("FIN") Systems are required for reporting to us.</p>

OTHER FEES			
Type of Fee	Amount	Date Due	Remarks
	and no other amounts payable are overdue). Revenue from fees charged for a Second Look review are subject to a 20% Product Specific Royalty Rate.		
POM Extended Service Plan and POM Protection Program	The Peace of Mind® Extended Service Plan (“POM”) is a required service and you must participate in the POM Protection Program. Each POM unit sold will be subject to both a 20% Product Specific Royalty payable to us and a designated-premium charge that did not exceed \$15 last Tax Season. Claims are subject to a \$50 deductible per claim only after notification of claim approval. All costs associated with POM are charged and collected by H&R Block, its affiliate or third parties and are subject to change. The premium cost is determined annually based on annual actuarial evaluations and you will be notified of the premium cost each year prior to the Tax Season.	See above for payment of royalties. The premium cost and deductible payments are due as incurred and paid as we direct.	POM revenue is reported under revenue as described in the above Royalty Remarks. The per premium cost is to be paid by you and remitted to H&R Block Insurance Agency, Inc., our affiliate, for remittance to a commercial insurance carrier licensed to do business in the United States to cover the cost of the POM Protection Plan. You will remit the deductible payment along with the claim number to H&R Block Insurance Agency, Inc. in a manner as we direct. See the discussion of POM under Item 8 and the Peace of Mind Franchise Acknowledgement at Exhibit I-2.
Transfer	\$2,500	Prior to approval of Transfer	Block may, in its sole discretion, waive the payment of the \$2,500 Transfer fee in certain circumstances.
Audit	Cost of inspection or audit	As incurred	Payable only if audit shows an understatement of at least 2% of revenue received for Authorized Services.
Additional Training	\$35 annual fee per participant	As incurred	We will provide additional training for preparing tax returns to you and your employees, some of which may be mandatory or involve an additional fee. Currently, you and your employees may take any training that we offer for a \$35 annual fee per participant. You may be responsible for any expenses or costs related to your employees’ training, such as labor expenses.
Term Loan Interest Rate	If you enter into and default under either security agreement, we may increase the Loan Interest Rate by 4%.	As incurred	Only applicable if you execute and default under the Term Loan Credit and Security Agreement or Short-Term Loan Credit and Security Agreement.

Products and services subject to a Product Specific Royalty Rate may change and the current Product Specific Royalty Rate applicable to those products and services will be set out in the Manual. All fees are uniformly imposed by and payable to us or our affiliates as described above and are nonrefundable.

Upon notice from us, you must sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the royalty fee payments. You will authorize a debit from your business checking account for the royalty fee payments on their due dates. Funds must be available in your business checking account for withdrawal. We may require payment other than by automatic debit, and you must comply with our payment instructions.



## ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT					
Type of expenditure	New Outlet Amount From To		Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (1)	\$2,500	\$2,500	Lump sum	When the FLA is signed	Us
Real property (2) (Estimated cost total is for three (3) months)	1,400	30,000	Monthly	As arranged	Landlord
Leasehold improvements; construction costs (3)	0	50,000	Progress payments	As arranged	Contractor
Signage (4)	1,200	6,500	As arranged	As arranged	Us, carrier, and installers
Furniture and decor items (5)	15,000	30,000	As arranged	As arranged	Suppliers
Equipment (6)	8,000	12,000	As arranged	As incurred	Suppliers and us
Opening (7)	500	1,000	As arranged	As incurred	Suppliers
Initial training expenses (8)	1,500	3,000	As arranged	As arranged	Various
Start-up supplies (9)	500	500	As arranged	As incurred	Suppliers and us
Insurance (10)	620	1037	As arranged	As incurred	Affiliate Insurers
Zoning expenses (11)	0	500	As arranged	As incurred	Various government entities
Utility deposits (12)	50	300	As arranged	As incurred	Landlord, utility companies
Architect design (13)	0	4,500	As arranged	As incurred	Architect
Professional fees (14)	0	2,500	As arranged	As incurred	Professionals
Additional funds (15)	430	12,000	As arranged	As incurred	Various
Applicable business licenses, if required (16)	0	1,800	As arranged	As incurred	Various government entities
<b>TOTAL (17)</b>	<b>\$31,700</b>	<b>158,137</b>			

Notes:

(1) The initial franchise fee is not refundable as described in Item 5.

(2) You will need 800 to 1,200 square feet of interior space per retail outlet for the Franchised Business, as well as parking facilities for at least 5 automobiles. Parking facilities may include street parking, shopping mall parking lots, or other facilities. This square footage is typically sufficient to provide for 5 to 6 workstations, a reception area, and back-office support area. The cost per square foot of leasing commercial space varies considerably depending on the location and market conditions affecting commercial property. We estimate the annual costs of leasing commercial space to be anywhere from \$7 to \$100 per square foot. This figure includes the cost of security deposits of one-month's rent that may be required by the landlord. Although it is anticipated that you will lease commercial space for the Franchised Business, if you buy unimproved property and construct and build out the space, the cost may be

significantly more. We do not recommend purchasing real estate when compared to leasing space. This practice contains risk beyond our area of expertise. This investment is nonrefundable.

(3) You may need to install at least some wiring and lighting. The cost will vary depending on the condition of the premises and typically averages \$20 to \$30 per square foot. This investment is nonrefundable. The cost of leasehold improvements will vary greatly based on the condition of the real estate you secure. Depending on your negotiations, these costs may be partially or fully offset by the landlord's willingness to cover some of the build-out costs.

(4) You will need to install signage and pay the prepaid freight. Depending on your location, you may also need to obtain your landlord's approval and city permits for your signage. This may result in additional cost to you if you are required to obtain a site survey for the proposed signage. This investment is nonrefundable.

(5) You will have the option to either self-install furniture and decor items or choose professional installation at an additional fee. The cost information provided is representative of a complete office furniture package with 6 workstations. This investment is nonrefundable.

(6) You must have certain computer equipment including the items listed in Item 11 under the Computer System section in this disclosure document or in the Manual under the technology section. A multi-line telephone or telephone system is also required. We may offer all hardware (POS, backup, router, workstations, and peripherals) free of charge to a new franchise location purchased through the assisted acquisition program. Items such as a fax and copy machine are optional equipment that you may choose to purchase. Estimated costs for these items are included in the totals listed. This investment is nonrefundable.

(7) Before opening the Franchised Business, the advertising that you will need consists of media buys. This investment is nonrefundable.

(8) You will incur travel expenses, including travel and lodging, for our initial training program that will be hosted in Kansas City. We will provide instructors and instructional materials associated with our initial training program, but you will be responsible for paying any wages to your employees who attend. The amounts on the chart include estimated initial training expenses including wages based upon the assumption that one employee will participate in the initial training program. This investment is nonrefundable.

(9) We estimate that the range listed will be sufficient to cover standard office and cleaning supplies for 3 months following the opening of the Franchised Business. This investment is nonrefundable.

(10) Except as otherwise noted, the figures in the chart are annual expenses. You may purchase required insurance through an independent provider or take advantage of insurance made available to you through a program administered by H&R Block Insurance Agency, Inc. Through the Franchise Insurance Program, you will be able to secure Errors & Omissions, General Liability, and Property (contents, betterments, and improvements only) insurance coverage. The insurance premium is billed on an annual basis. The coverage period is from January 1 to December 31 with no proration for partial year coverage. The insurer may require you to pay your entire annual premium in advance. This investment is nonrefundable.

(11) Unless you must obtain a variance, waiver, or otherwise alter current zoning conditions, you are not expected to incur zoning expenses. If you do incur these expenses, this investment is nonrefundable.

(12) We estimate that you will need to provide deposits for utilities. The amount of these deposits varies depending on the practices of utility companies. This investment may be refundable.

(13) You may want to employ a qualified architect to prepare preliminary and final architectural drawings for the Approved Location, but that would be unusual. This investment is nonrefundable.

(14) You may want to employ an attorney, accountant, and other consultants. Costs for these services will vary. This investment is nonrefundable.

(15) You will need capital to support ongoing expenses, such as estimated amounts for payroll (excluding your own salary) and utilities, to the extent these costs are not covered by sales revenue. New businesses often generate a negative cash flow. We estimate that the amount listed will be sufficient to cover ongoing expenses for the start-up phase of the Franchised Business, which we calculate to be 3 months. This is only an estimate. Additional working capital may be necessary during this start-up phase or thereafter. This investment is nonrefundable.

(16) Some states and local governments regulate various industries. Consequently, you may incur costs associated with business licensing, tax preparer certification and registration for your employees, and other applicable registrations. You will be required to comply with these requirements and pay all associated fees. This investment is nonrefundable.

(17) We relied upon our Parent's and our collective experience of over 60 years in the industry to compile these estimates to assist franchisees with establishing offices. Since these estimates are based on costs to establish a new, single retail office, the initial investment required for a franchise transaction for the purchase of multiple offices or an established Franchise Territory will be more. During the preceding Fiscal Year, no company-owned outlet or territory was sold. The total estimated value depends on the number of offices within the territory, the size and condition of the leased premises for each office, and whether upgrades to signage, equipment, furniture, and décor are required to comply with the Manual. You should review these estimates carefully with a business advisor before deciding to acquire the franchise. Although we do not offer financing directly or indirectly for any part of the initial investment, our affiliate, Franchise Partner, Inc., offers financing as described in Item 10. The availability and terms of financing depend on many factors including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

## **ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must operate your Franchised Business according to our System and our System standards. System and System standards may: (1) regulate, among other things, the types, models, and brands of required fixtures, furnishings, equipment, signs, materials, and supplies to be used in operating your Franchised Business; (2) require or authorize products and product categories, computer hardware and software (some software is proprietary to us); and (3) designate or approve suppliers of such items. Our System and System standards are set forth in the Manual. We reserve the right to add to and otherwise modify the Manual as we determine is necessary or desirable throughout the term of the FLA. You will be required to comply with any modifications at your expense throughout the term of the FLA.

We or our affiliates negotiate purchase arrangements with suppliers of insurance, some office supplies, and other equipment for the benefit of Franchisees. We do not derive revenue if you purchase or lease supplies and equipment from suppliers other than purchases from us or our affiliates. We may, in some instances, collect payment from you for remittance to suppliers.

Currently, we have no purchasing or distribution cooperatives. Other than as described below, we provide no material benefits to you based on your purchase of required products or services or use of designated or approved suppliers.

None of our officers have an equity interest in an approved supplier of products or services.

#### Furniture, Fixtures, Computer Hardware, and Software:

As our tax preparation and processing software programs become more sophisticated, it may be necessary to upgrade or supplement hardware and related items. You must upgrade your computers, modems, and printers, and purchase any additional equipment or software that we specify to accommodate our software, or to improve the overall effectiveness and competitiveness of your Franchised Business.

The standards and specifications for furniture, fixtures, other equipment, methods, systems and computers, including tax preparation software, required to be used in the operation of your Franchised Business are also provided in the Manual, which may refer to particular brands and models. You must furnish and maintain your Franchised Business with furniture and equipment, including desks, chairs, computers, printers, and scanners suitable for the operation of the Franchised Business that comply with our standards and specifications. We require an office module system and some computer equipment to be purchased from an approved supplier. For other computer equipment (such as servers, routers, and other required hardware), you may purchase through suppliers approved by us.

You are required to use only the methods and systems we authorize and approve for use. Your use of any other methods or systems, including the use of any other tax preparation software, in the operation of your Franchised Business without our permission is strictly prohibited. If we determine that your office is not compliant with our office standards and specifications set forth in the Manual, we may require you to upgrade your fixtures, furniture, computers and other equipment. There are no contractual limits on how much upgrades may cost to comply with our then-current standards and specifications.

#### Products and Services:

You may only offer or sell our products and services according to the terms that we specify in the Manual or through other written communication. You must use our sources to offer or sell the following described products and services.

Our affiliate, Emerald Financial Services, LLC, provides program management services related to certain financial products and services provided pursuant to a PMA with one or more of our approved banking partners. These financial products and services include: the H&R Block Emerald Prepaid Mastercard<sup>®</sup>, RTs, RAs, Spruce Accounts, H&R Block Emerald Advance, and H&R Block Emerald Savings<sup>®</sup>. You are required to annually accept the Franchise Financial Products Distribution Agreement (“FDA”) between you, Emerald Financial Services, LLC, and our approved banking partner. The specific FDA may vary based on the then-current approved banking partner and will be in substantially similar form to the agreement attached as Exhibit I-3 to this disclosure document. The FDA governs your conduct when you, your employees, or contractors offer these financial products or services; and you must accept the then-current FDA electronically as we direct before offering the financial products and services. You are not permitted to offer or facilitate any financial products and services through a bank or any other financial services provider other than our approved banking partner, unless authorized by us in writing.

The Peace of Mind<sup>®</sup> Extended Service Plan (“POM”) is a Required Service that you must offer to taxpayer clients. POM is a service warranty on your tax preparation services and provides Tax Notice Services in

all instances of an audit of the taxpayer client and reimbursement of up to \$6,000 for additional tax assessments due to an error by H&R Block or the Franchised Business. The Peace of Mind Franchise Acknowledgement is attached as Exhibit I-2 to this disclosure document and is substantially the same as the Peace of Mind Franchise Acknowledgement that you will electronically sign. As a condition to sell POM, you must participate in the POM Protection Program. The POM Protection Program is designed to pay claims for taxes owed to taxpayer clients under the service warranty. The costs associated with the POM Protection Program are determined annually based on annual actuarial evaluations. The costs will be released to you each year prior to the Tax Season.

Tax Identity Shield® is a required product that you must offer to taxpayer clients according to the terms and conditions provided in the Manual. This product is designed to provide additional tax filing protections to clients.

Requirements for offering or selling other products and services are specified in the Manual. For example, payments for certain supplies and forms ordered from H&R Block will be due within 10 days after Franchisee receives them or the date of an invoice for payment, whichever is earlier.

**Insurance Requirements.** We have agreements with certain insurance carriers to offer you standard forms of business insurance coverage typically required to operate your Franchised Business, including errors and omissions, general liability, and property (contents, betterments, and improvements only) insurance. You may obtain the required insurance through the Franchise Insurance Program, which offers insurance to franchisees at a special rate. A substantial percentage of our franchisees participate in the program. You must either participate in the Franchise Insurance Program or obtain insurance from a third-party carrier that is rated at least A-VII in the most recent A.M. Best Rating Guide. You must carry the following coverage if purchasing coverage outside of the Franchise Insurance Program: general liability coverage of \$2 million per occurrence with \$10 million in the aggregate, errors and omissions coverage of \$3 million per claim and in the aggregate, as well as 100% replacement cost of property (contents, betterments, and improvements only).

We facilitate collection of premiums for participants in the Franchise Insurance Program through FIN during February or March. Any insurance purchased through the Franchise Insurance Program is a 100%-earned premium, and no pro-rata refunds are issued if you cancel your policy during the year. You may request the Franchise Insurance Brochure from [insdept@hrblock.com](mailto:insdept@hrblock.com) for further information regarding insurance administered by H&R Block Insurance Agency, Inc.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.**

FRANCHISEE'S OBLIGATIONS		
Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 7, 10, and 16 of FLA	Items 1, 7, 11, and 12
b. Pre-opening purchases/leases	Sections 7, 8, 9, and 10 of FLA	Items 5, 7, 8, and 11
c. Site development and other pre-opening requirements	Sections 7, 8, 9, and 10 of FLA	Items 5, 7, 8, and 11
d. Initial and ongoing training	Section 7 of FLA	Item 11
e. Opening	Sections 2 and 10 of FLA	Item 11
f. Fees	Sections 4, 5, 6, 7, and 18 of FLA; Section 3 and 4 of POM	Items 5, 6, 7, and 8

<b>FRANCHISEE'S OBLIGATIONS</b>		
<b>Obligation</b>	<b>Section in Agreement</b>	<b>Disclosure Document Item</b>
g. Compliance with standards and policies/operating manual	Section 10 of FLA	Items 11, 14, 15, and 16
h. Trademarks and proprietary information	Sections 2, 3, 8, 10, 11, 12, and 16 of FLA	Items 13 and 14
i. Restrictions on products/services offered	Sections 2, 3, 8, 10, 12, and 16 of FLA	Item 16
j. Warranty and customer service requirements	Section 10 and 22 of FLA	Item 1
k. Territorial development and sales quotas	Sections 2 and 10 of FLA	Items 1 and 12
l. Ongoing product/service purchases	Sections 8, 9, and 10 of FLA	Items 8 and 11
m. Maintenance, appearance, and remodeling requirements	Section 10 of FLA	Items 8 and 11
n. Insurance	Section 10 of FLA	Items 1, 6, 7, and 8
o. Advertising	Sections 2, 3, 7, 10, and 16 of FLA	Items 1, 7, 11, 12, and 18
p. Indemnification	Section 21 of FLA	None
q. Owner's participation/management/staffing	Sections 7, 10, and 19 of FLA	Item 15
r. Records and reports	Sections 6, 7, 10, 11, and 22 of FLA	Items 6 and 17
s. Inspections and audits	Section 11 of FLA	Items 6 and 17
t. Transfer	Sections 17, 18, 20, and 22 of FLA	Item 17
u. Renewal	Section 4 of FLA	Item 17
v. Post-termination obligations	Sections 12 and 16 of FLA	Item 17
w. Non-competition covenants	Section 12 of FLA	Item 17
x. Dispute resolution	Section 29 of FLA	Item 17
y. Other (describe)	None	None

## ITEM 10 FINANCING

Except as described below, we do not offer, directly or indirectly, any arrangement for financing your initial investment or the costs associated with the initial operation of your Franchised Business.

Our affiliate, Franchise Partner, Inc. ("FPI"), offers commercial financing to H&R Block franchisees, subject to credit approvals. No payment is required to H&R Block Tax Services LLC or to any affiliate for the placement of financing with FPI, and H&R Block Tax Services LLC receives no monetary benefit if you take out a loan with FPI.

The full terms of FPI's standard loan products are set forth in the Term Loan Credit and Security Agreement ("Term Loan") and annual Short-Term Loan Credit and Security Agreement ("Short-Term Loan") attached to this disclosure document as Exhibit H-1 and H-2, respectively.

FPI's Term Loan may only be used to acquire an H&R Block franchise, another tax preparation business, buy out a partner, refinance a U.S. Small Business Administration ("SBA") loan, or use on brand office standard upgrades. FPI's Short-Term loan may be used to pay some of your operating and related expenses prior to the beginning of each Tax Season. You are prohibited from using any Term Loan or Short-Term Loan proceeds for any non-commercial purpose unrelated to the operation of your Franchised Business. FPI may also offer programs under different terms for targeted purposes.

The maximum loan amount is determined by FPI in its sole discretion but is generally limited to a maximum of 60% of the Franchised Business' net revenue from the prior Tax Season. Loan amounts depend on a variety of factors, including: (1) your credit bureau report, (2) your cash investment in the Franchised Business, (3) your balance sheet, (4) the expected cash flows generated from the operation of your Franchised Business, (5) analysis by H&R Block Tax Service LLC, and (6) your equity in other H&R Block franchises.

In most states, the interest rate charged on the Term Loan is 3.0% over the preceding month's Prime Rate. For example, on June 30, 2023, the Wall Street Journal, in the Money Rates section, reported that the Prime Rate was 8.25%. In that instance, interest rate was 11.25% (8.25% + 3.00%) and that was the rate used in the monthly billing cycle from July 1 to July 31, 2023. In addition, the Term Loan has a 2% administration fee. Unless required by applicable law, there is no cap or floor on Term Loan interest rate fluctuations.

The term of the standard Term Loan may vary, but is generally 4 to 10 years, and will be defined specifically in the credit documents for your Term Loan. The Term Loan's minimum required annual payments vary. FPI may adjust the required annual payment for your Term Loan to an amount sufficient to repay the unpaid principal, interest, and fees by the maturity date at the interest rate that was in effect each year. The Term Loan's minimum required annual payment may be changed at FPI's sole discretion and with prior notice provided to you. There is no prepayment penalty for a Term Loan and it may be prepaid at any time.

The term of the standard Annual Short-Term Loan is 7 months, from September 1 to April 30. Credit limits can be up to 20% of the prior year's net tax preparation revenue. Approved franchisees may take draws on the annual Short-Term Loan between September 1 and March 31 to fund their operating liquidity needs. The loan must be repaid in its entirety by April 30.

Both the Term Loan and the Short-Term Loan are secured by the property used in the operation of your Franchised Business, whether now owned or later acquired by you during the operation of your Franchised Business. Franchisee's Associates (defined in your FLA to include Franchisee's spouse, if Franchisee is an individual; the affiliates, officers, directors, and shareholders of Franchisee, if Franchisee is a corporation; the partners of Franchisee, if Franchisee is a partnership; the members of Franchisee, if Franchisee is a limited liability company; and the trustee(s) of the Franchisee, if Franchisee is a trust) may be required to be designated as a Borrower under the terms of the Term Loan and Short-Term Loan and will be responsible for the timely payments and the obligations of each loan.

A breach of any of the terms of the Term Loan or the Short-Term Loan documents ("Credit Documents") is an Event of Default. Upon the occurrence of an Event of Default, FPI has the right to (1) declare all amounts owed immediately due and payable, (2) exercise any of its rights and remedies under any of the Credit Documents, including the right to foreclose on your Franchised Business property, (3) as permitted by applicable law, increase the interest rate, and (4) as permitted by applicable law, initiate, or cause to be initiated, collection of all amounts due and payable.

An Event of Default is a breach of the FLA and an Event of Default on any other loans with FPI. The Credit Documents require you to (1) waive the defenses of presentment, demand, protest, notice of protest, or other notice of dishonor of any kind or of non-payment of the note, and (2) agree to pay all costs of collection, including attorneys' fees.

FPI does not have a practice or intent to sell, assign, or discount to a third party all or part of any franchisee financing arrangements but may do so at its sole option and with prior notice to you.

Franchisees are not required to obtain financing from FPI and are permitted to obtain loans with third-party lenders. However, you do not have the right to encumber or otherwise pledge as security certain assets used in your Franchised Business, including but not limited to Client Data and other Confidential Information for any third-party loan.

The SBA requires a signed addendum (SBA Form 2462) as a condition for obtaining its financial guarantee.

## **ITEM 11      FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

**Except as listed below, we are not required to provide you with any assistance.**

### Pre-Opening Obligations

Before the opening of the Franchised Business to the public, we (or our designee) are required by the FLA to provide the following assistance and services to you:

1. We may provide advice on site selection and location before you sign the FLA. Your location requires our written approval (see FLA § 7).
2. We will provide training as set forth below (also see FLA § 7).
3. We will make available to you at no charge the System and software necessary for the computerized preparation and electronic filing of tax returns. You are required to use what we provide you (see FLA § 8). You may choose to purchase additional non-tax preparation software and equipment for your Franchised Business.
4. We will provide you access to the Manual through H&R Block’s intranet website (see FLA § 1).
5. We will provide information to assist you in establishing an operating plan (see FLA § 7).
6. We are not required to, and do not, provide assistance with conforming the premises to local ordinances and building codes and obtaining any required permits, and/or constructing, remodeling, or decorating the premises, and/or hiring employees. Except for certain training that we may require relating to the preparation of tax returns, we do not provide assistance with training employees.

### During the Operation of the Franchised Business:

We will provide certain materials, assistance, and services to you in the manner we determine advisable, including the following (see FLA §§ 2 and 7):

1. Advice concerning your management and operation of the Franchised Business;
2. Review of your annual operating plan;
3. Specialized internal reporting forms;
4. Promotion and advertising;
5. Our standard signs or, if necessary, a suitable alternative; and
6. Replacement signs.

Any duty or obligation imposed on us by the FLA may be performed by any of our designees, employees, or agents as we may direct.

### Training Programs

#### 1. Initial Training

Initial training is provided for new franchisees prior to the first Tax Season or immediately following the first Tax Season (“Initial Training”). All new franchisees are required to attend Initial Training that is facilitated quarterly. The first session will be an in-person session facilitated in Kansas City, MO with all



other sessions conducted virtually. In addition, H&R Block may require your management-level employees to attend Initial Training. Instructional materials may include prework, self-study, and virtual instruction. Class content and hours for all Initial Training may be modified by us at our sole discretion based on your previous experience, knowledge of the H&R Block System, or experience in the tax field. Initial Training must be completed to H&R Block's satisfaction (refer to FLA § 7).

Initial Training is designed for franchisees new to the brand and those that are first-time-franchisees. Training will focus on basic requirements and building a solid core foundation to operate an H&R Block franchise and will generally occur on an annual and quarterly basis over the course of the franchisee's initial year.

Initial Training may consist of 35 hours of virtual instruction and 16 hours of on-the-job training.

<b>TRAINING PROGRAM</b>			
<b>Subject</b>	<b>Hours of Training</b>	<b>Hours of On-The-Job Training</b>	<b>Location On-The-Job Training is accessed virtually at Franchisee's Approved Location</b>
HRB Tax Software	1	2	Virtual/In person Kansas City, MO
Office Operations	6	6	Virtual/In person Kansas City, MO
HRB Products and Services	3	1	Virtual/In person Kansas City, MO
Franchisor/Franchisee Commitments, Relationship and Expectations	2	0	Virtual/In person Kansas City, MO
HRB Client Service Model	2	3	Virtual/In person Kansas City, MO
Franchise Employee Compliance and Systems Access	2	0	Virtual/In person Kansas City, MO
HRB Training Programs	3	0	Virtual/In person Kansas City, MO
HRB Systems Training	3	3	Virtual/In person Kansas City, MO
Compliance	2	1	Virtual/In person Kansas City, MO
Marketing/Growth	3	3	Virtual/In person Kansas City, MO
General	5	0	Virtual/In person Kansas City, MO

The subjects to be covered in Initial Training include:

- Office Operations (Manual and H&R Block applications);
- H&R Block core products and services;
- Franchisor/Franchisee commitments, relationship, and expectations;
- H&R Block client service model;
- Franchise employee matters;
- Training programs; and
- Marketing and growth opportunities.

You are continually encouraged to take our self-directed training that provides additional training and updates of our systems and process.

Franchise training programs are supervised by Roxane Harris, Vice President U.S. Franchise/Block Advisors, who is named in Item 2 Business Experience of this disclosure document. Our training staff includes individuals with tax industry experience of up to 15 years who have hands-on knowledge and experience in subjects included in the Initial Training and are responsible for providing client and operational support for H&R Block.

Initial Training is provided to you free of charge; however, you are responsible for all other expenses that you incur when attending virtual Initial Training, including wages (refer to FLA § 7).

## 2. Tax Preparation Training

H&R Block also offers ongoing training opportunities related to the preparation of tax returns. One of these opportunities is H&R Block's Income Tax Course ("ITC"). This course is offered virtually and in multiple locations throughout the United States, including franchise locations and provides instruction on the preparation of tax returns. In most locations, students are required to remit a materials fee for ITC course materials, but the class is offered free of charge.

In addition, H&R Block and H&R Block franchisees offer ongoing classes on tax preparation. You and your employees are eligible to take this training for a fee. This training includes both web-based training and instructor-led training.

You and your employees may also be required to take annual training on H&R Block's products and services or on other compliance-related matters that H&R Block designates as required training. This annual required training typically includes approximately 16 hours of training. The required training is provided free of charge by H&R Block, but Franchisees are responsible for all costs and expenses of complying with the required training including any labor expenses for your employees.

## Advertising and Promotion

At our expense, we engage in advertising and promotions as we deem advisable (See FLA §§ 2 and 7). We control all advertising programs, including the concepts, materials, and media used in those programs. We use an outside advertising agency to help us create and place advertising. Advertising may be disseminated through the internet, radio, and television media on a local, regional, or national basis.

While we are not obligated to spend any amount on advertising in your Franchise Territory, we offer local marketing assistance to eligible franchisees. This program is referred to as Brand Management Budget and is described in the Manual. We allocate the greater of \$500 or 1% of the franchisee's Net Amount Subject

to Royalties that you reported in our previous Fiscal Year ending June 30. The allocation is calculated annually and is available for you to use on or around July 15. Our prior approval is required for all Brand Management Budget expenditures and only certain qualified expenses will be approved. This program may be modified by us at our discretion, and we may choose to discontinue this program. We also have pre-approved marketing materials that we make available to you that can be customized to meet your business needs.

You are permitted at your option to place additional advertising at your own expense, but you must not use unsolicited e-mail advertising. Any advertising or promotions by you must be preapproved by us, conducted in a dignified manner, and conform to all standards and requirements that we specify. You must submit samples of all advertising and promotional plans and materials to us for our prior approval (except for prices to be charged). You must not use the plans or materials until we have approved them in writing (refer to FLA §§ 2 and 3).

### Location Selection

You must lease or acquire an office location in advance of signing the FLA. All locations require our written approval before you may operate the Franchised Business from the location. Factors we consider before we approve a location include the general area and neighborhood, traffic patterns, parking facilities, size, and proximity to existing offices.

We do not lease office locations to you. If you purchase a company-owned retail tax business, any assignment of that office lease may require prior consent from the landlord, which we cannot guarantee. You are ultimately responsible for negotiating and complying with the terms of your lease.

We estimate the typical length of time between signing the FLA and opening of a new Franchised Business to be 30 to 120 days. Factors that may affect this time period include the ability to: secure acceptable financing arrangements; obtain a lease; purchase and install computers and other equipment; secure any required approvals for zoning permits and building permits for construction issues; and complete required Initial Training.

Prior to opening an office, you will be required to: satisfy local ordinances and building codes by obtaining any required permits to remodel or decorate the office; hire and train employees; and acquire all computers, equipment, signage, fixtures, and supplies. We provide written specifications for a number of these items in the Manual.

### Computer System

All H&R Block offices are required to operate within a secure network of computers and printers used only for tax preparation and H&R Block authorized products and services. To be fully supported by the H&R Block technology support center, we require you to meet the Retail Tax Office Technology Standards (also referred to as “Block Tech Ready” or “BTR” standards) listed below for computer equipment and other hardware and software. We require you to use all H&R Block standard computer hardware purchased from our approved vendor and configured according to our specifications as described in the Manual in order to receive H&R Block Technical Support. We estimate that the average 7-tax-desk office setup with supporting infrastructure hardware will cost approximately \$10,800. All pricing is based on a 7-tax-desk office, Technology Standards, and any updates. Costs will vary if Block Tech Ready standards change.

You must operate your Franchised Business using a networked computer system that enables you to prepare tax returns by computer and file tax returns electronically. You are also required to use our methods, System, and proprietary software for Windows-based computers that we provide to you. Our System will

only work if you meet our Block Tech Ready standards listed below. Periodic upgrades to computer equipment and operating systems may be required at your expense during the term of the franchise with a 3- to 5-year replacement cycle considered average.

The estimated cost of periodic upgrades is approximately \$3,000 to \$5,000 and includes the cost of any optional or required maintenance, updating, upgrading, or support contracts.

You must provide a technical point of contact, who is required to be a Franchisee, Franchisee's Associate, or a Franchisee's employee, to act as a point of contact for topics like 4G failover, critical Block Tech Ready requirements and upcoming technology updates/changes.

### Block Tech Ready (BTR) Standards

Operating Systems	Computer Role	Operating System Configuration
Windows 10 Enterprise	All office computers	Windows operating system updates, Windows local user accounts, and all operating system configuration settings must be managed exclusively through Block approved tools and procedures.
Security	Required Software	Where Required
Encryption	Block managed Disk Encryption	<u>All</u> tax office computers
Anti-Virus	Block managed Anti-Virus	<u>All</u> tax office computers
Computer Hardware	Required Models - Purchased through Coupa	Required Configuration
Backup		All models must match the original configuration as purchased through Coupa.
	2021 HP 600 G6	
	2020 HP 800 G5	
	2020 HP 600 G5	
	2019 HP 800 G4	
	2019 HP 600 G4	

Computer Hardware	Required Models - Purchased through Coupa	Required Configuration
POS	2021 HP 600 G6	
	2020 HP 800 G5	
	2020 HP 600 G5	
	2019 HP 800 G4	
	2019 HP 600 G4	
	<b>Network Requirements</b>	
<b>Network Router</b>	Cradlepoint AER 2200	Includes the required Security subscription, managed by Block
<b>Internet Service</b>	<b>Minimum Speed:</b> 5 Mbps, upload and download	<b>Recommended Speed:</b> 10 Mbps, upload and download
<b>4G Failover</b>	Available Carrier	HRB provides pre-negotiated rates with AT&T, Verizon, and T-Mobile. Alternate carriers may be utilized when these are not applicable
<b>Payment Devices</b>	<b>Model</b>	<b>Description</b>
<b>Credit card information capturing devices</b>	<b>Full support:</b> FD150 RP10 Pin Pad Clover Flex Clover Mini	Fully supported by First Data
	Verifone P400	Fully supported by Verifone
	<b>Limited support:</b> FD200ti FD130	Supported by First Data. No new units available for purchase. Limited replacement quantities available

Payment Devices	Model	Description
	FD-100 TI FD-100 WiFi TI FD-50 TI	Supported by First Data. No new or replacement units available

The existence of any of the technologies below will result in BTR non-compliance.

Prohibited Technologies	Description	Risk
<b>Site-to-Site VPN</b>	Any software or hardware technology that allows one tax office network to share network resources with another tax office network.	If one network is compromised, all systems that share the network may also be at risk.
<b>Wireless access points / WiFi</b>	Any unapproved wireless network device that allows access to the Internet or local network resources shared with the tax office network.  <b>Note:</b> A Block approved isolated WiFi configuration is available.	Increases the exposure of unauthorized access to the tax office network.
<b>Unapproved Network Configuration</b>	All tax office computers must be connected to Port 1 on the Cradlepoint Router via a 1Gbps Network Switch. All other ports on the Cradlepoint Router are reserved for devices that must be isolated from the tax office network.	Increases the exposure of unauthorized access to the tax office network.
<b>Active Directory / Domain</b>	Any non-Block managed computer network, device, or user management framework that utilizes either a Windows domain or any other group management methodology.	Interferes with Block's ability to centrally manage systems in the tax office.

Prohibited Technologies	Description	Risk
<b>Non-Block managed Anti-Virus / Malware Software</b>	Any software or configuration management technology intended to prevent/mitigate impacts of malicious software.	Interferes with Block centrally managed anti-virus / malware technologies.

*Standards required for support of specific models*

Each item will be verified individually to receive technical support for that item.

Computer Role	Required Models - Purchased through Coupa	Recommendation
<b>Workstation</b> All workstation types including training, admin, and check-in	2021 HP 600 G6	When removing a computer from use in the tax office, it must be retired in accordance with the <u>Hardware (e-waste) Disposal Policy</u> .
	2020 HP 800 G5	
	2020 HP 600 G5	
	2019 HP 800 G4	
	2019 HP 600 G4	
Computer Role	Required Models - Purchased through Coupa	Recommendation
<b>3rd Party</b>	2021 HP 600 G6	Non-Block approved 3rd Party software must not be installed on the Tax Office Server, POS or Backup computers. A 3rd Party Role should be added to the tax office if there is a need for hosting approved 3rd Party software.
	2020 HP 800 G5	
	2020 HP 600 G5	
	2019 HP 800 G4	
	2019 HP 600 G4	

Other Hardware	Model	Description
Network Switch	Fully supported models: Netgear JGS524	
Network Cabling	A minimum of Category 5e (CAT5e) is required for all in-wall cable runs and patch cables. Cables must use professionally terminated RJ45 ends.	<b>Recommended:</b> Utilize the Health Check utility to verify all computers within the office are connecting at 1Gbps. Category 6 (CAT6) or higher may be used for new construction
	•	
Printers	Tax Preparation Forms	Recommendation
Lexmark MS823N	Yes	
Lexmark MS810N	Yes	
Lexmark T652N	Yes	
Epson Receipt Printers	N/A	
Document Scanners	N/A	Recommendation
Kodak-Alaris i1150		
Kodak-Alaris E1035		
Kodak-Alaris E1040		
External CD/DVD Drive	N/A	Recommendation
HP F2B56UT		
Monitors	Description	Recommendation
Virtual Tax Prep Monitor	LCD 23.8" 1920x1080 w/ webcam & speaker	<b>Supported models:</b> HP Elitedisplay E243M & E24MV G4



<b>Monitors</b>	<b>Description</b>	<b>Recommendation</b>
<b>Wide-screen Monitor</b>	LCD 23" 1920x1080 resolution	
<b>Monitor</b>	LCD 19" 1280x1024 resolution	
<b>Prohibited Technologies and Processes</b>	<b>Description</b>	<b>Risk</b>
<b>Alternate Internet Browsers</b>	FireFox, Mozilla, etc.	<ul style="list-style-type: none"> <li>• Application compatibility</li> </ul>
<b>3rd Party Internet browser toolbars and plug-ins</b>	Google Toolbar, Ask Toolbar, etc.	<ul style="list-style-type: none"> <li>• Application compatibility</li> </ul>
<b>Non-Block approved "Windows optimization" software</b>	Any software that makes claims to scan, clean, detect issues, repair or improve performance of the Windows operating system or computer hardware.	<ul style="list-style-type: none"> <li>• Data security</li> <li>• OS stability</li> <li>• Application compatibility</li> </ul>
<b>Non-Block approved 3<sup>rd</sup> Party software installed on Server, POS, or Backup role computers</b>	Any installed software that has not undergone a Block review to evaluate compatibility with Block technology and data security policy.	<ul style="list-style-type: none"> <li>• OS stability</li> <li>• Application compatibility</li> </ul>
<b>Credit card information capturing devices that do not comply with PCI DSS 2.0/3.0</b>	POS credit card devices that are not capable of encrypting the credit card data prior to any portion of the cardholder data being accessible by any other system or person.	<ul style="list-style-type: none"> <li>• Payment Card Industry Data Security Standards (PCI DSS) compliance</li> </ul>
<b>Removing, disabling, or modifying Block system administration functionality</b>		<ul style="list-style-type: none"> <li>• Data security</li> <li>• OS stability</li> <li>• Application compatibility</li> </ul>

At our discretion, we may provide ongoing maintenance, repairs, upgrades, or updates to any of the software running in your Franchised Business.

We have independent access to information generated and stored in your Franchised Business's computer system. This includes access to Client Data, sales revenue reporting, computer hardware data, and limited employee information.

All computers using our System must have H&R Block authorized anti-virus and data encryption software. In the interests of client privacy and data security, we will also require you to strictly adhere to our data encryption, Payment Card Industry (PCI) compliance, antivirus/malware detection, and data transmission security policies.

Non-H&R Block related businesses must not be on the same physical network as the Franchised Business.

### Tax Preparation Software

Our proprietary tax preparation software was developed and is modified by us for income tax preparation and electronic filing. We may also develop, provide, or authorize the use of certain bookkeeping and payroll software and online services when those services are offered. You are required to use our tax preparation software to operate your Franchised Business under the FLA. You may not use any other tax preparation software or systems in the operation of your Franchised Business unless authorized by us in writing. The Franchise Electronic Filing and Software Systems Agreement is attached as Exhibit I-1 to this disclosure document. It authorizes you to use our System and our tax preparation software and enables you to electronically transmit returns through our affiliates. You are required to annually accept the agreement by electronically signing it within the System before you can use our tax preparation software. We may modify the Agreement at our sole discretion.

### Manuals

The table of contents of the Manual is attached to this disclosure document as Exhibit J. You are required to operate the Franchised Business in compliance with the Manual, which may be modified by us to meet current business needs.

## **ITEM 12 TERRITORY**

The FLA grants you the right to operate the Franchised Business from a location or locations ("Approved Location") within a prescribed Franchise Territory approved by us in writing. The Franchise Territory of the Franchised Business is described in Exhibit A to the FLA. When operating in a rural location, the Franchise Territory is generally described as the municipal boundaries of a city, town, or village. The Franchise Territory for a franchise located in a metropolitan area will vary but is typically limited to a specific address or a mapped territory. Therefore, the minimum Franchise Territory granted to you may be limited to a specific address.

Nothing in the FLA prohibits you from performing tax return preparation services at an Approved Location within the Franchise Territory for persons residing outside the Franchise Territory, and you are not prohibited from advertising in media originating in the Franchise Territory that extends beyond the Franchise Territory. You may not operate an internet website, sell services on the internet, or solicit the services you offer under the FLA on any internet website unless authorized by us in writing.

Except as otherwise provided in Section 2 of the FLA, we will not operate or license any other person to operate a Network Office using both the Licensed Marks and the System at any location in your Franchise Territory.

You will not receive an exclusive Franchise Territory. You may face competition from other franchisees or H&R Block tax businesses that we or our affiliates franchise or own and that operate at traditional sites outside your Franchise Territory. You may also face competition from other offices that we franchise or own, or that are franchised or owned by our Parent or affiliates, or from other channels of distribution or competitive brands we control.

We or our affiliates may offer or license others to offer to any clients at or from locations within or outside of the Franchise Territory: (1) any products and services (including Authorized Services) over the internet under any names or marks; (2) any products and services other than Authorized Services (including insurance services, financial planning, and tax return preparation software that aid people in preparing their own tax returns) under any names or marks; and (3) any products and services (including Authorized Services) under any names or marks other than the Licensed Marks.

The FLA does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises.

If you wish to add a location or relocate an Approved Location within your Franchise Territory, you must get written permission from us and sign an amendment to your FLA. The decision whether to allow you to relocate is subject to our approval and sole discretion.

If you close or abandon an Approved Location, even with H&R Block's prior written approval, we reserve the right to operate the Approved Location as a Network Office. If H&R Block exercises its right to operate the Approved Location, (1) you must assign all rights and interest in your lease and telephone numbers for the Approved Location, and (2) your Franchise Territory will be amended to exclude the Approved Location that was closed or abandoned.

You must get written permission from us and sign an Amendment to your FLA if you wish to operate in any of the following locations: (1) a national or regional retail store, (2) a military or other government facility, or (3) an installation under any applicable agreement between H&R Block and a national or regional retail business or a military or other government facility or installation within your Franchise Territory.

We have the right to sell the following in your Franchise Territory, among other products and services:

- Apparel and novelty items that bear the Proprietary Marks and marks other than Proprietary Marks to the general public online through H&R Block's website or by other means of distribution;
- Books bearing Proprietary Marks to a variety of retail establishments, including department stores and bookstores;
- Computer software for the preparation of tax returns or for bookkeeping and payroll services;
- Virtual product and service offerings, such as Tax Pro Review, Digital Drop-Off, or Ask a Tax Pro; and
- Online tax preparation and bookkeeping and payroll products and services.

We also have the following rights within your Franchise Territory:

- to acquire the assets or ownership interest of one or more businesses providing products and services similar to those provided at H&R Block tax offices and may franchise, license, or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating.

- to be acquired (whether through acquisition of assets, ownership interest, or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at H&R Block tax offices or by another business, even if such business operates, franchises, and licenses competitive businesses in your Franchise Territory.

We are not required to pay you if we exercise any of the rights specified above inside your Franchise Territory.

Continuation of your franchise or Franchise Territory rights for the term of your FLA does not depend on your achieving a certain sales volume, market penetration, or other performance contingency.

## ITEM 13 TRADEMARKS

You must follow our policies when you use the Proprietary Marks. You are prohibited from using the Proprietary Marks or anything similar to the Proprietary Marks as part of your corporate or other legal name.

Our affiliate, HRB Innovations, Inc., owns the following principal marks, registered on the Principal Register of the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
H&R BLOCK with square logo	2,533,014	January 22, 2002	Required Affidavits filed
H&R BLOCK with square logo	3,213,068	February 27, 2007	Required Affidavits filed
H&R BLOCK (words only)	3,338,962	November 20, 2007	Required Affidavits filed
PEACE OF MIND	2,939,919	April 12, 2005	Required Affidavits filed
Green square logo	3,656,593	July 21, 2009	Required Affidavits filed
EMERALD CARD	3,629,907	June 2, 2009	Required Affidavits filed
SECOND LOOK	3,215,762	March 6, 2007	Required Affidavits filed
TAX IDENTITY SHIELD	4,842,335	October 27, 2015	Required Affidavits filed

All applicable required affidavits and renewals have been filed for the registration of the principal marks, and they remain current and valid.

There are no currently effective material determinations of the United States Patent and Trademark Office, the trademark administrator of any state or any court, nor is there any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Proprietary Marks that may be relevant to their use.

The License Agreement between HRB Innovations, Inc., and us, described in Item 1 of this disclosure document, grants us the right to use and permit others to use, the Proprietary Marks during the term of the License Agreement in connection with the preparation of tax returns for clients and offering related services. The License Agreement is for an indefinite term and either party may terminate it, and all rights granted under it, with or without cause upon 30-days prior written notice to the other party by registered or certified mail. If either party terminates, the License Agreement provides that our Parent will substitute itself, or its designee with respect to our franchisees, and will assume all of our rights and obligations regarding the Proprietary Marks under any FLA then in effect.

Except as described above, there are no agreements currently in effect that limit our right to use or to license others to use the Proprietary Marks. You will be required to notify us promptly of any suspected unauthorized use of the Proprietary Marks or any challenge to your use of the Proprietary Marks. We have the right, but no obligation, to take action against uses by others that may constitute infringement of the

Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have no contractual obligation to protect your right to use the Licensed Marks or to indemnify you against claims of infringement; however, our current policy is as follows: We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the FLA, the cost of the defense, including the cost of any judgment or settlement, will be borne by us. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the FLA, the cost of the defense, including the cost of any judgment or settlement, will be borne by you. If there is any litigation relating to your use of the Proprietary Marks, you must sign any and all documents and do such acts as may, in our opinion, be necessary to carry out the defense or prosecution, including becoming a nominal party to any legal action.

There are no infringing uses known to us that could materially affect your use of the Proprietary Marks in any state.

We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating under it at our sole discretion. We will have no obligation or liability to you as a result of such substitution.

## **ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

### Patents and Copyrights

We hold a small but growing patent portfolio that we believe is important to our overall competitive position, although we are not materially dependent on any one patent or particular group of patents in our portfolio at this time. Our patents have remaining terms generally ranging from 1 to 20 years.

We do not own any right in or to any registered copyrights that are material to the franchise, but we do claim a copyright on the Manual and software.

### Proprietary Information

You do not receive the right to use any item covered by a patent or copyright. We claim proprietary rights to the information in the Manual.

You must treat and use all reasonable efforts to maintain as secret and confidential, the information contained in the Manual, any other policies, or other communications created for or approved for use in the operation of the Franchised Business. You must not copy, duplicate, record, or reproduce these materials in whole or in part, or otherwise make them available to any unauthorized person. The Manual will remain our sole property.

Any and all other information, knowledge, know-how, techniques, and other data that we designate as proprietary or confidential will also be considered confidential for purposes of the FLA.

You must require any of your employees that have access to any of our proprietary or Confidential Information to sign covenants in a form satisfactory to us that they will maintain the confidentiality of information they receive by virtue of their employment by you at the Franchised Business. You must submit those signed forms to us at our request.

You must also promptly tell us when you learn about the unauthorized use of any proprietary or Confidential Information. We are not obligated to take any action, but we will respond to your notification of unauthorized use as we think appropriate.

#### Disclosure and Assignment

You agree to promptly inform us of the full details of all inventions, discoveries, improvements, innovations, ideas, and original works (collectively “Developments”), whether or not patentable, copyrightable, or otherwise protectable. This includes Developments you, your owners, or your employees conceive, complete, or reduce to practice (whether jointly or with others) that: (1) relate to our present or prospective business or to actual or demonstrably anticipated research and development; (2) result from or are suggested by any H&R Block office, H&R Block’s business practices, or otherwise relate to your relationship with us; or (3) result from any activities using our equipment, supplies, facilities, materials, or trade secrets.

H&R Block will own and have all right, title, and interest in all Developments. To the extent any Development is not automatically owned by H&R Block, you assign and agree to assign all intellectual property rights in the Developments to us; and you will execute assignments and perform all other actions reasonably necessary to achieve this result.

#### **ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

During the term of the FLA, you are obligated to operate the Franchised Business during certain hours of the Tax Season and during certain hours of the Preseason to maintain the highest degree of competitiveness in your regional market. We require you to dedicate your full-time best efforts to the Franchised Business. This does not require you to be physically present in the office during all business hours. But you need to have qualified employees and staff to assist you in operating the Franchised Business. You or your “Principal” (if the Franchisee is a business entity) and any other owner or manager that has day-to-day responsibility for the oversight of the Franchised Business, must attend and complete, to our satisfaction, our Initial Training program. You must provide sufficient supervision to ensure the accurate preparation of tax returns and compliance with your FLA obligations, our procedures, and applicable laws and regulations.

#### **ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer or sell only those services and products that we have expressly approved in writing. You may not deviate from H&R Block’s standards and specifications without our prior written consent and must discontinue offering or selling any services or products that we may, in our discretion, disapprove in writing at any time. We have the right to change Authorized Services (which include both Required Services and Optional Services) and products at any time without restriction. To the extent allowed by applicable law, we may but do not currently specify the minimum, maximum, and other prices for any products or services that you may offer or sell.

You must operate the Franchised Business in strict conformity with your FLA and the Manual and all applicable federal, state, and local laws, ordinances, and regulations. These laws, ordinances, and regulations vary from jurisdiction to jurisdiction, may be periodically amended, and may be interpreted in a different manner. It is your sole responsibility to stay current with the Manual and with all laws, ordinances, and regulations applicable to the Franchised Business and to adhere to them.

Except as otherwise described in the FLA, if you are in compliance with your FLA, H&R Block will not operate or license another person to operate a Network Office in your Franchise Territory during the term of your FLA. H&R Block retains all rights not expressly granted in your FLA. H&R Block, its affiliates, and our respective franchisees and licensees may operate businesses other than Network Offices in your Franchise Territory. Without obligation to Franchisee, H&R Block, its affiliates, and their respective franchisees and licensees may, among other things, offer or sell or license others to offer or sell the following:

- (A) Any products or services (including Authorized Services) under any names or marks, including the Licensed Marks, over the internet or by other electronic methods of distribution (including, but not limited to mobile applications) to clients within and outside your Franchise Territory, regardless of proximity to or economic impact upon your Franchised Business;
- (B) Any products or services other than Authorized Services under any names or marks, including the Licensed Marks, to clients within and outside your Franchise Territory, regardless of proximity to or economic impact upon your Franchised Business;
- (C) Any products or services (including Authorized Services) under any names or marks other than the Licensed Marks, to clients within or outside your Franchise Territory at or from locations within or outside the Franchise Territory, regardless of proximity to or economic impact upon your Franchised Business;
- (D) As more fully described in FLA § 2.3, Optional Services under the Licensed Marks if you decline to offer Optional Services to clients within your Franchise Territory, regardless of proximity to or economic impact upon your Franchised Business; and
- (E) Any products or services (including Authorized Services) under any names or marks (including the Licensed Marks) using any business methods, programs, procedures, concepts, and formats (including the H&R Block System) at or from any physical location outside your Franchise Territory, regardless of proximity to or economic impact upon your Franchised Business.

You may offer or sell Authorized Services to any person or firm from any Approved Location in your Franchise Territory. You will obtain H&R Block's prior written approval before operating your Franchised Business from any location and will open an initial Approved Location to the public not later than 14 days after the Effective Date.

You may offer or sell Authorized Services to clients that reside outside of your Franchise Territory if the Authorized Services are performed at or through an Approved Location within your Franchise Territory.

## **ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.**

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>Provision</b>	<b>Section in FLA</b>	<b>Summary</b>
a. Term of the franchise	Section 4.1	Ends June 1 immediately following the tenth full Tax Season after the Effective Date unless otherwise specified.
b. Renewal or extension of the term	Section 4.2	No automatic renewal, but we may, at our option, offer you a successor franchise.

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>Provision</b>	<b>Section in FLA</b>	<b>Summary</b>
c. Requirements for you to renew or extend	Section 4.2	Sign a new FLA, if offered. The FLA provides that upon the expiration of its term (or any temporary extensions thereof if such extensions are granted), we may, in our sole discretion, offer you another franchise for the Franchise Territory (or a portion of the former Franchise Territory) under our then-current FLA, the terms of which may be materially different from the terms of your FLA.
d. Termination by you	Section 15	If you are not in default of any obligation to us, you may terminate the FLA upon 30 days' written notice to us before June 1 of any year and payment of 25% of the Franchised Business's Gross Sales for the 3 prior years or 100% of the Gross Sales for the previous year if not in business for 3 years. This provision is subject to state law.
e. Termination by us without cause	None	None
f. Termination by us with cause	Sections 13 and 14	We can terminate only if you are in default.
g. "Cause" defined - defaults which can be cured	Section 14	You have at least 15 days to cure breaches of the FLA other than those listed in "h" immediately below.
h. "Cause" defined - defaults which cannot be cured	Section 13	Prohibited competition or disclosure, we give you notice of more than 3 defaults in 12 months, conviction of an offense likely to adversely affect the Franchised Business, fraud, prohibition or suspension from electronic filing, assignment for the benefit of creditors, receivership, bankruptcy, refusal to allow inspection of records, maintaining false books or records, prohibited assignments, termination of another franchise to which the franchisee, or certain related persons or entities are parties are all considered defaults without the opportunity to cure.
i. Your obligations on termination	Section 16	Obligations include complete de-identification of the Franchised Business, payment of all sums owing, return of files, and assignment of telephone numbers, and all leases covering real property that we elect to assume. If you own the real property used in the Franchised Business, it cannot be used to conduct a business offering similar services by anyone other than us or an approved transferee for 2 years following termination. Also refer to "r" below.
j. Assignment of contract by us	Section 18.4	No restriction on our right to Transfer.
k. "Transfer" by you – definition	Section 18.1	Transfer of contract or an ownership change.
l. Our approval of transfer by you	Section 18	We have the right to approve all Transfers except those Transfers from an individual to an entity wholly owned by that individual, from an entity to another entity whose ownership will be apportioned substantially the same and that does not effect a change in the Controlling Interest, and a change in the Equity Interest of an entity that does not result in a change in the Controlling Interest.
m. Conditions for our approval of transfer	Section 18	Includes payment of money you owe, absence of default, your payment of a \$2,500 Transfer fee, transferee qualifications, and potential signing of the then-current FLA by transferee.
n. Our right of first refusal to acquire your business	Section 17	Option to purchase upon equal or equivalent price, terms, and conditions by our giving notice within 30 days of our receipt of the price, terms, and conditions from you of that offer made to you.
o. Our option to purchase your business	None	None other than our right of first refusal upon a Transfer.
p. Your death or disability	Section 20	Action by your estate or legal representative to Transfer the franchise must be completed within 6 months.



<b>THE FRANCHISE RELATIONSHIP</b>		
<b>Provision</b>	<b>Section in FLA</b>	<b>Summary</b>
q. Non-competition covenants during the term of the franchise	Section 12	Includes prohibition for you or your Franchisee's Associates from owning or working at a business that sells products or services similar to any Authorized Services and is located in or within 45 miles of the Franchise Territory or within 45 miles of any Network Office. This provision is subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	Section 12	Includes 2-year prohibition similar to "q" but restricted to in or within 25 miles of the Franchise Territory and includes non-solicitation of your clients unless you meet all requirements for termination under Section 15 of the FLA. This provision is subject to state law.
s. Modification of the agreement	Section 27	Must be in writing signed by both parties.
t. Integration, merger clause	Section 27	Only the terms of the FLA are binding (subject to applicable state law). Any representations or promises outside of this disclosure document and the FLA may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	None
v. Choice of forum	Section 29	State or federal court in Jackson County, Missouri. Refer to state specific amendments.
w. Choice of law	Section 29	Laws of the state of Missouri. Refer to state specific amendments.

The provision in the FLA which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law. (11 U.S.C. Section 101 *et seq.*)

## **ITEM 18 PUBLIC FIGURES**

We currently do not use any public figure to promote our franchise. If you use the name or likeness of a public figure in your promotional efforts or advertising, you must have our prior written approval.

## **ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to franchisor's management by contacting Roxane Harris, H&R Block Tax Services LLC, One H&R Block Way, Kansas City, MO 64105, telephone number 817-846-1788, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20 OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1**  
**SYSTEM-WIDE OUTLET SUMMARY**  
**FOR FISCAL YEARS ENDING APRIL 30, 2021; JUNE 30, 2022; and JUNE 30, 2023**

<b>Column 1 Outlet Type</b>	<b>Column 2 Fiscal Year</b>	<b>Column 3 Outlets at the Start of the Fiscal Year</b>	<b>Column 4 Outlets at the End of the Fiscal Year</b>	<b>Column 5 Net Change</b>
Franchised	2021	2,886	2,752	-134
	2022	2,752	2,561	-191
	2023	2,561	2,339	-222
Company-Owned	2021	6,590	6,601	+11
	2022	6,601	6,665	+64
	2023	6,665	6,582	+83
Total Outlets	2021	9,476	9,361	-115
	2022	9,361	9,226	-135
	2023	9,226	8,921	-305

On June 9, 2021, we and our Parent, H&R Block, Inc., changed our fiscal year from May 1 through April 30 to July 1 through June 30. In Item 20 Tables 1-4, the year 2022 represents system-wide outlet changes for the 14-month period from May 1, 2021, through June 30, 2022.

**TABLE NO. 2**  
**TRANSFERS OF OUTLETS FROM FRANCHISEES TO**  
**NEW OWNERS (OTHER THAN FRANCHISOR)**  
**FOR FISCAL YEARS ENDING APRIL 30, 2021; JUNE 30, 2022; and JUNE 30, 2023**

<b>Column 1 State</b>	<b>Column 2 Fiscal Year</b>	<b>Column 3 Number of Transfers</b>
Alabama	2021	1
	2022	0
	2023	0
Alaska	2021	0
	2022	0
	2023	0
Arizona	2021	9
	2022	1
	2023	4
Arkansas	2021	13
	2022	2
	2023	0
California	2021	0
	2022	1
	2023	1
Colorado	2021	0
	2022	1
	2023	0
Connecticut	2021	0
	2022	0

Column 1 State	Column 2 Fiscal Year	Column 3 Number of Transfers
	2023	0
Delaware	2021	0
	2022	0
	2023	0
Florida	2021	0
	2022	0
	2023	2
Georgia	2021	3
	2022	2
	2023	0
Hawaii	2021	0
	2022	0
	2023	0
Idaho	2021	1
	2022	0
	2023	0
Illinois	2021	0
	2022	2
	2023	0
Indiana	2021	2
	2022	1
	2023	0
Iowa	2020	0
	2022	1
	2023	0
Kansas	2021	1
	2022	2
	2023	1
Kentucky	2021	3
	2022	0
	2023	5
Louisiana	2021	0
	2022	0
	2023	1
Maine	2021	0
	2022	0
	2023	1
Maryland	2021	0
	2022	0
	2023	0
Massachusetts	2021	0
	2022	0
	2023	0
Michigan	2021	2
	2022	0
	2023	3
Minnesota	2021	0
	2022	2
	2023	0
Mississippi	2021	0

Column 1 State	Column 2 Fiscal Year	Column 3 Number of Transfers
	2022	0
	2023	0
Missouri	2021	4
	2022	2
	2023	0
Montana	2021	0
	2022	0
	2023	0
Nebraska	2021	0
	2022	2
	2023	4
Nevada	2021	0
	2022	0
	2023	2
New Hampshire	2021	0
	2022	0
	2023	0
New Jersey	2021	0
	2022	0
	2023	1
New Mexico	2021	2
	2022	0
	2023	0
New York	2021	1
	2022	2
	2023	0
North Carolina	2021	4
	2022	1
	2023	1
North Dakota	2021	0
	2022	0
	2023	1
Ohio	2021	1
	2022	2
	2023	0
Oklahoma	2021	4
	2022	4
	2023	5
Oregon	2021	4
	2022	0
	2023	0
Pennsylvania	2021	3
	2022	4
	2023	2
Rhode Island	2021	0
	2022	0
	2023	0
South Carolina	2021	0
	2022	7
	2023	0

Column 1 State	Column 2 Fiscal Year	Column 3 Number of Transfers
South Dakota	2021	0
	2022	0
	2023	0
Tennessee	2021	0
	2022	0
	2023	0
Texas	2021	12
	2022	5
	2023	4
Utah	2021	0
	2022	0
	2023	0
Vermont	2021	0
	2022	1
	2023	0
Virginia	2021	0
	2022	0
	2023	0
Washington	2021	0
	2022	0
	2023	0
West Virginia	2021	0
	2022	1
	2023	0
Wisconsin	2021	3
	2022	1
	2023	2
Wyoming	2021	2
	2022	2
	2023	0
District of Columbia	2021	0
	2022	0
	2023	0
Guam	2021	0
	2022	0
	2023	0
Puerto Rico	2021	0
	2022	0
	2023	0
Virgin Islands	2021	0
	2022	0
	2023	0
Total	2021	75
	2022	49
	2023	40

**TABLE NO. 3**  
**STATUS OF FRANCHISED OUTLETS**  
**FOR FISCAL YEARS ENDING APRIL 30, 2021; JUNE 30, 2022; and JUNE 30, 2023**

Col. 1 State	Col. 2 Fiscal Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewal s	Col. 7 Re-acquired by Franchisor	Col. 8 Ceased Operatio ns-Other Reasons	Col. 9 Outlets at End of Fiscal Year
Alabama	2021	37	0	1	0	1	1	34
	2022	34	0	0	0	3	0	31
	2023	31	0	2	0	3	2	25
Alaska	2021	3	0	0	0	0	1	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	1	0	1
Arizona	2021	59	0	0	0	0	0	59
	2022	59	0	0	0	16	1	42
	2023	42	0	0	0	10	0	32
Arkansas	2021	109	0	0	0	1	3	105
	2022	105	0	0	0	19	0	86
	2023	86	0	0	0	16	2	68
California	2021	131	0	0	3	3	2	123
	2022	123	0	0	1	4	0	118
	2023	118	0	1	0	2	1	114
Colorado	2021	41	0	0	0	0	0	41
	2022	41	0	0	0	0	1	40
	2023	40	0	0	0	0	0	40
Connecticut	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	1	0	14
	2023	14	0	0	0	4	0	10
Delaware	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Florida	2021	81	0	0	0	4	0	77
	2022	77	0	3	0	3	0	71
	2023	71	0	0	0	1	1	69
Georgia	2021	131	0	0	1	3	1	126
	2022	126	0	2	0	0	2	122
	2023	122	0	0	1	0	0	121
Hawaii	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Idaho	2021	19	0	0	0	0	0	19
	2022	19	0	0	0	2	0	17
	2023	17	0	0	0	2	0	15
Illinois	2021	97	0	2	0	11	0	84
	2022	84	0	1	0	0	1	82
	2023	82	0	5	0	7	0	70
Indiana	2021	82	0	0	0	7	0	75
	2022	75	0	1	0	2	0	72
	2023	72	0	0	0	2	0	70
Iowa	2021	67	0	0	0	0	0	67
	2022	67	0	0	0	0	0	67
	2023	67	0	0	0	1	7	59
Kansas	2021	68	0	0	0	0	1	67
	2022	67	0	0	0	0	0	67
	2023	67	0	0	0	1	7	59

Col. 1 State	Col. 2 Fiscal Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewal s	Col. 7 Re-acquired by Franchisor	Col. 8 Ceased Operatio ns-Other Reasons	Col. 9 Outlets at End of Fiscal Year
Kentucky	2021	74	0	0	0	0	3	71
	2022	71	0	0	0	1	0	70
	2023	70	0	0	0	3	0	67
Louisiana	2021	33	0	0	0	1	0	32
	2022	32	0	5	0	1	0	26
	2023	26	0	0	0	3	0	23
Maine	2021	32	0	2	0	0	0	30
	2022	30	0	0	0	0	0	30
	2023	30	0	0	0	1	0	29
Maryland	2021	29	0	0	0	0	1	28
	2022	28	0	0	0	1	0	27
	2023	27	0	2	0	0	1	24
Massachusetts	2021	15	0	2	0	0	0	13
	2022	13	0	1	0	0	0	12
	2023	12	0	0	0	0	0	12
Michigan	2021	92	0	0	0	0	1	91
	2022	91	0	1	0	8	0	82
	2023	82	0	0	0	1	2	79
Minnesota	2021	95	0	0	0	0	1	94
	2022	94	0	2	0	1	0	91
	2023	91	0	0	0	19	2	70
Mississippi	2021	36	0	0	0	5	0	31
	2022	31	0	0	0	15	0	16
	2023	16	0	0	0	1	0	15
Missouri	2021	112	0	0	0	0	3	109
	2022	109	0	1	0	9	2	97
	2023	97	0	0	0	19	0	78
Montana	2021	23	0	1	0	0	1	21
	2022	21	0	0	0	3	0	18
	2023	18	0	0	0	0	0	18
Nebraska	2021	54	0	0	0	0	0	54
	2022	54	0	0	0	0	0	54
	2023	54	0	0	0	2	1	51
Nevada	2021	18	0	0	0	0	1	17
	2022	17	0	0	0	1	0	16
	2023	16	0	0	0	1	0	15
New Hampshire	2021	22	0	0	0	0	0	22
	2022	22	0	0	0	0	1	21
	2023	21	0	0	0	0	6	15
New Jersey	2021	27	0	1	0	1	0	25
	2022	25	0	0	0	1	0	24
	2023	24	0	0	0	1	0	23
New Mexico	2021	25	0	0	0	0	1	24
	2022	24	0	0	0	0	0	24
	2023	24	0	0	0	0	0	24
New York	2021	101	0	4	3	0	3	91
	2022	91	0	4	0	14	1	72
	2023	72	0	0	0	2	1	69
North Carolina	2021	121	0	0	0	1	1	119
	2022	119	0	3	0	4	1	111
	2023	111	0	0	0	2	2	107
North Dakota	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	3	0	14

Col. 1 State	Col. 2 Fiscal Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewal s	Col. 7 Re-acquired by Franchisor	Col. 8 Ceased Operatio ns-Other Reasons	Col. 9 Outlets at End of Fiscal Year
	2023	14	0	0	0	2	0	12
Ohio	2021	107	0	0	0	4	0	103
	2022	103	0	1	0	6	1	95
	2023	95	0	0	0	4	0	91
Oklahoma	2021	76	0	0	0	1	0	75
	2022	75	0	0	0	1	0	74
	2023	74	0	0	0	0	0	74
Oregon	2021	35	0	0	0	0	0	35
	2022	35	0	1	0	3	1	30
	2023	30	0	0	0	13	1	16
Pennsylvania	2021	136	0	2	0	3	1	130
	2022	130	0	2	0	4	4	120
	2023	120	0	0	0	13	0	107
Rhode Island	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
South Carolina	2021	86	0	0	0	6	3	77
	2022	77	0	0	0	3	0	74
	2023	74	0	0	0	2	0	72
South Dakota	2021	24	0	0	0	0	1	23
	2022	23	0	0	0	2	0	21
	2023	21	0	0	0	0	0	21
Tennessee	2021	75	0	1	0	2	0	72
	2022	72	0	0	0	1	0	71
	2023	71	0	0	0	2	1	68
Texas	2021	181	2	1	0	3	1	178
	2022	178	0	0	1	0	5	172
	2023	172	0	3	1	7	1	160
Utah	2021	19	0	0	0	0	0	19
	2022	19	0	0	0	0	0	19
	2023	19	0	1	0	0	0	18
Vermont	2021	18	0	0	0	0	0	18
	2022	18	0	0	0	0	0	18
	2023	18	0	0	0	0	5	13
Virginia	2021	55	0	0	0	1	1	53
	2022	53	0	0	0	0	0	53
	2023	53	0	2	0	0	1	50
Washington	2021	30	0	0	0	1	0	29
	2022	29	0	1	0	0	1	27
	2023	27	0	1	0	0	2	24
West Virginia	2021	42	0	0	0	0	0	42
	2022	42	0	0	0	0	0	42
	2023	42	0	0	0	0	1	41
Wisconsin	2021	88	0	3	2	4	0	79
	2022	79	0	1	0	4	1	73
	2023	73	0	1	0	5	2	65
Wyoming	2021	21	0	0	0	0	0	21
	2022	21	0	0	0	0	0	21
	2023	21	0	1	0	0	0	20
District of Columbia	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Guam	2021	2	0	0	0	0	0	2



Col. 1 State	Col. 2 Fiscal Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewal s	Col. 7 Re-acquired by Franchisor	Col. 8 Ceased Operatio ns-Other Reasons	Col. 9 Outlets at End of Fiscal Year
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2021	12	0	0	0	0	12	0
Puerto Rico	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2021	1	0	0	0	0	0	1
Virgin Islands	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Totals	2021	2,886	2	20	9	63	44	2,752
	2022	2,752	0	30	2	136	23	2,561
	2023	2,561	0	20	2	151	49	2,339

**TABLE NO. 4**  
**STATUS OF COMPANY-OWNED OUTLETS**  
**FOR FISCAL YEARS ENDING APRIL 30, 2021; JUNE 30, 2022; and JUNE 30, 2023**

Col. 1 State	Col. 2 Fisca l Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Fiscal Year
Alabama	2021	137	0	1	22	0	116
	2022	116	3	3	0	0	122
	2023	122	0	0	3	0	119
Alaska	2021	13	1	0	0	0	14
	2022	14	1	0	0	0	15
	2023	15	0	0	0	0	15
Arizona	2021	144	0	0	10	0	134
	2022	134	15	2	0	0	151
	2023	151	2	0	0	0	153
Arkansas	2021	21	1	1	0	0	23
	2022	23	15	4	0	0	42
	2023	42	16	0	0	0	58
California	2021	717	0	3	11	0	709
	2022	709	0	4	18	0	695
	2023	695	0	0	21	0	674
Colorado	2021	140	0	0	6	0	134
	2022	134	0	0	6	0	128
	2023	128	0	0	5	0	123
Connecticut	2021	71	9	0	0	0	80
	2022	80	0	1	2	0	79
	2023	79	3	0	0	0	82
Delaware	2021	28	0	0	6	0	28
	2022	22	0	0	1	0	21
	2023	21	0	0	0	0	21
Florida	2021	460	0	4	18	0	446
	2022	446	0	3	3	0	446
	2023	446	0	0	6	0	440
Georgia	2021	157	10	3	0	0	170
	2022	170	0	0	0	0	170
	2023	170	0	0	3	0	167
Hawaii	2021	37	2	0	0	0	39

Col. 1 State	Col. 2 Fiscal Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Fiscal Year
	2022	39	0	0	0	0	39
	2023	39	0	0	1	0	38
Idaho	2021	28	10	0	0	0	38
	2022	38	0	0	1	0	37
	2023	37	1	0	0	0	38
Illinois	2021	312	0	11	27	0	296
	2022	296	0	0	4	0	292
	2023	292	4	0	0	0	296
Indiana	2021	145	17	7	0	0	169
	2022	169	0	8	6	0	171
	2023	171	0	0	2	0	169
Iowa	2021	65	6	0	0	0	71
	2022	71	0	0	2	0	69
	2023	69	6	0	0	0	75
Kansas	2021	64	0	0	8	0	56
	2022	56	0	0	0	0	56
	2023	56	7	0	0	0	63
Kentucky	2021	113	0	0	7	0	106
	2022	106	0	1	0	0	107
	2023	107	1	0	0	0	108
Louisiana	2021	100	7	1	0	0	108
	2022	108	3	1	0	0	112
	2023	112	2	0	0	0	114
Maine	2021	21	0	0	6	0	15
	2022	15	0	0	0	0	15
	2023	15	1	0	0	0	16
Maryland	2021	87	10	0	0	0	97
	2022	97	0	1	0	0	98
	2023	98	0	0	2	0	96
Massachusetts	2021	154	0	0	0	0	154
	2022	154	0	0	5	0	149
	2023	149	0	0	0	0	149
Michigan	2021	232	0	0	4	0	228
	2022	228	0	2	0	0	230
	2023	230	0	0	5	0	225
Minnesota	2021	89	0	0	13	0	76
	2022	76	11	0	0	0	87
	2023	87	9	0	0	0	96
Mississippi	2021	47	22	5	0	0	74
	2022	74	0	15	4	0	85
	2023	85	0	0	4	0	81
Missouri	2021	188	10	0	0	0	198
	2022	198	3	7	0	0	208
	2023	208	0	0	37	0	171
Montana	2021	32	0	0	6	0	26
	2022	26	0	5	3	0	28
	2023	28	0	0	1	0	27
Nebraska	2021	24	0	0	2	0	22
	2022	22	0	0	1	0	21
	2023	21	1	0	0	0	22
Nevada	2021	68	0	0	0	0	68
	2022	68	0	0	1	0	67

Col. 1 State	Col. 2 Fiscal Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Fiscal Year
New Hampshire	2023	67	0	0	0	0	67
	2021	25	0	0	4	0	21
	2022	21	0	0	0	0	21
	2023	21	0	0	1	0	20
New Jersey	2021	175	0	1	0	0	176
	2022	176	0	1	1	0	176
	2023	176	1	0	0	0	177
New Mexico	2021	29	8	0	0	0	37
	2022	37	0	0	1	0	36
	2023	36	0	0	3	0	33
New York	2021	392	0	0	17	0	375
	2022	375	0	16	6	0	385
	2023	385	0	0	3	0	382
North Carolina	2021	176	0	1	0	0	177
	2022	177	0	4	0	0	181
	2023	181	0	0	1	0	180
North Dakota	2021	0	5	0	0	0	5
	2022	5	3	0	0	0	8
	2023	8	2	0	0	0	10
Ohio	2021	234	22	4	0	0	260
	2022	260	0	6	3	0	263
	2023	263	0	0	0	0	263
Oklahoma	2021	46	6	1	0	0	53
	2022	53	0	1	0	0	54
	2023	54	0	0	0	0	54
Oregon	2021	90	6	0	0	0	96
	2022	96	8	3	0	0	107
	2023	107	0	0	3	0	104
Pennsylvania	2021	238	24	3	0	0	265
	2022	265	0	4	7	0	262
	2023	262	8	0	0	0	270
Rhode Island	2021	21	2	0	0	0	23
	2022	23	0	0	0	0	23
	2023	23	0	0	0	0	23
South Carolina	2021	59	10	6	0	0	75
	2022	75	0	3	1	0	77
	2023	77	1	0	0	0	78
South Dakota	2021	16	0	0	11	0	5
	2022	5	0	6	4	0	7
	2023	7	0	0	0	0	7
Tennessee	2021	187	0	2	36	0	153
	2022	153	0	18	20	0	151
	2023	151	1	0	0	0	152
Texas	2021	575	0	3	15	0	563
	2022	563	0	0	6	0	557
	2023	557	0	0	3	0	554
Utah	2021	62	0	0	8	0	54
	2022	54	0	0	0	0	54
	2023	54	0	0	3	0	51
Vermont	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Col. 1 State	Col. 2 Fiscal Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Fiscal Year
Virginia	2021	116	66	1	0	0	183
	2022	183	0	0	5	0	178
	2023	178	0	0	3	0	175
Washington	2021	194	0	1	5	0	190
	2022	190	0	0	2	0	188
	2023	188	0	0	5	0	183
West Virginia	2021	83	0	0	43	0	40
	2022	40	0	0	3	0	37
	2023	37	0	0	0	0	37
Wisconsin	2021	84	19	4	0	0	107
	2022	107	0	4	5	0	106
	2023	106	5	0	0	0	111
Wyoming	2021	0	2	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
District of Columbia	2021	52	0	0	39	0	13
	2022	13	0	0	0	0	13
	2023	13	0	0	0	0	13
Guam	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Puerto Rico	2021	42	0	0	3	0	39
	2022	39	0	0	0	0	39
	2023	39	0	0	39	0	0
Virgin Islands	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
<b>Totals</b>	<b>2021</b>	<b>6,590</b>	<b>275</b>	<b>63</b>	<b>327</b>	<b>0</b>	<b>6,601</b>
	<b>2022</b>	<b>6,601</b>	<b>62</b>	<b>123</b>	<b>121</b>	<b>0</b>	<b>6,665</b>
	<b>2023</b>	<b>6,665</b>	<b>71</b>	<b>0</b>	<b>154</b>	<b>0</b>	<b>6,582</b>

**TABLE NO. 5**  
**PROJECTED OPENINGS**  
**AS OF FISCAL YEAR ENDING JUNE 30, 2024**

Column 1 State	Column 2 Franchise Agreements Signed but Outlets Not Opened	Column 3 Projected New Franchised Outlets in Fiscal Year Ending June 30, 2024	Column 4 Projected New Company- Owned Outlets in Fiscal Year Ending June 30, 2024
Alabama	0	0	3
Alaska	0	0	0
Arizona	0	0	5
Arkansas	0	0	5
California	0	0	6
Colorado	0	0	2
Connecticut	0	0	2
Delaware	0	0	0
Florida	0	0	5
Georgia	0	0	0
Hawaii	0	0	0

<b>Column 1 State</b>	<b>Column 2 Franchise Agreements Signed but Outlets Not Opened</b>	<b>Column 3 Projected New Franchised Outlets in Fiscal Year Ending June 30, 2024</b>	<b>Column 4 Projected New Company- Owned Outlets in Fiscal Year Ending June 30, 2024</b>
Idaho	0	0	0
Illinois	0	0	6
Indiana	0	0	0
Iowa	0	0	2
Kansas	0	0	10
Kentucky	0	0	4
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	0	5
Minnesota	0	0	4
Mississippi	0	0	3
Missouri	0	0	4
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	3
New Mexico	0	0	0
New York	0	0	2
North Carolina	0	0	5
North Dakota	0	0	0
Ohio	0	1	4
Oklahoma	0	0	5
Oregon	0	0	2
Pennsylvania	0	0	4
Rhode Island	0	0	0
South Carolina	0	1	0
South Dakota	0	0	0
Tennessee	0	0	15
Texas	0	0	7
Utah	0	0	0
Vermont	0	0	0
Virginia	0	0	4
Washington	0	0	2
West Virginia	0	0	5
Wisconsin	0	0	5
Wyoming	0	0	0
District of Columbia	0	0	0
Guam	0	0	0
Puerto Rico	0	0	0
Virgin Islands	0	0	0
Totals	0	2	129

The names, addresses, and telephone numbers of the franchisees and their outlets in your state are listed on Exhibit E.

The name, city and state, current business telephone number or, if unknown, the last known home telephone number) of every franchisee that had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise License Agreement during the most recently

completed Fiscal Year or who has not communicated with us within ten weeks of the issuance date of this disclosure document, are also listed on Exhibit E. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, during the last three Fiscal Years, current and former franchisees signed provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

The Franchisee Leadership Council (“Council”) was created and is sponsored by us to promote constructive communication between franchisees and us. The Council, a representative group of franchisees, meets periodically with us to review strategic plans and to discuss matters of common interests for mutual benefit. Officers of the Council are franchisees elected to serve a one-year term from fiscal year May 1 through April 30, and the Vice Chair will ascend to the office of Chair for the next one-year term. The current Chair and Vice Chair are:

T. J. Menerey, Chair, 947 Joe Frank Harris Parkway, Cartersville, GA 30120  
Phone No. (404) 379-5095; email address: thomas.menerey@hrblock.com

Melanie Wehmeyer, Vice Chair, 2403 N. Ben Jordan, Victoria, TX 77901  
Phone No. (361-746-8211); email address: melanie.davenport@hrblock.com

The following independent franchisee association has asked to be included in this disclosure document:

Franchise Community Association, Inc.  
3965 W. 83<sup>rd</sup> St., #285  
Prairie Village, KS 66208  
Telephone: 501-417-1040  
Email: info@hrbfca.org

## **ITEM 21 FINANCIAL STATEMENTS**

Attached to this disclosure document as Exhibit D are the audited consolidated balance sheets of our Parent, H&R Block, Inc. and subsidiaries, as of June 30, 2023, and June 30, 2022, the related consolidated statements of operations and comprehensive income (loss), stockholders' equity, and cash flows, for the years ended June 30, 2023, and June 30, 2022, for the two months ended June 30, 2021 (Transition Period) and for the year ended April 30, 2021, and the related notes. Our Parent has guaranteed our performance with you. A copy of the Guarantee of Performance is included as Exhibit C.

The following documents filed with the Securities and Exchange Commission (“SEC”) by H&R Block, Inc. are incorporated in this disclosure document by reference: All reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, since June 30, 2022 through the issuance date of this disclosure document, except for information furnished under current reports on Form 8-K that is not considered filed and not incorporated herein by reference, except as otherwise noted below.

## **ITEM 22 CONTRACTS**

The following agreements and other required exhibits are attached to this disclosure document in the order listed below:

<b>Ex.</b>	<b>Title</b>
A	State Administrators and Agents for Service of Process

<b>Ex.</b>	<b>Title</b>
B	State Amendments to Franchise Disclosure Document and Franchise License Agreement
C	Guarantee of Performance
D	Financial Statements
E	List of Franchisees and Certain Former Franchisees
F-1	Franchise License Agreement
F-2	Addendum to Franchise License Agreement H&R Block Small Business – Standard
F-3	Amendment to Franchise License Agreement Non-H&R Block Business
G	Sample Form of General Release
H-1	Term Loan Credit and Security Agreement
H-2	Short-Term Loan Credit and Security Agreement
I-1	Franchise Electronic Filing and Software Systems Agreement
I-2	Peace of Mind Franchise Acknowledgement
I-3	Franchise Financial Products Distribution Agreement
J	Operations Manual Table of Contents
K	Receipts

## **ITEM 23      RECEIPTS**

Sign and date the duplicate Receipt pages that are attached as the last 2 pages of this disclosure document to acknowledge the date you received it. Return one signed and dated Receipt to us and retain the other for your records.

**EXHIBIT A**  
**STATE ADMINISTRATORS**

<b><u>CALIFORNIA</u></b> Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 1 (866) 275-2677	<b><u>NEW YORK</u></b> NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 <sup>st</sup> Floor New York, New York 10005 (212) 416-8236 (212) 416-6042 Fax
<b><u>HAWAII</u></b> Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	<b><u>NORTH DAKOTA</u></b> Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue, State Capitol 14 <sup>th</sup> Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
<b><u>ILLINOIS</u></b> Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	<b><u>RHODE ISLAND</u></b> Director, Department of Business Regulation, Securities Division John O. Pastore Complex–Bldg. 68-2 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9585
<b><u>INDIANA</u></b> Indiana Securities Commissioner Securities Division 302 West Washington Street, Room E111 Indianapolis, Indiana 46204 (317) 232-6681	<b><u>SOUTH DAKOTA</u></b> Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
<b><u>MARYLAND</u></b> Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	<b><u>VIRGINIA</u></b> Division of Securities and Retail Franchising State Corporation Commission 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
<b><u>MICHIGAN</u></b> Michigan Department of Attorney General Consumer Protection Division G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, Michigan 48933 (517) 373-7117	<b><u>WASHINGTON</u></b> Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760



**MINNESOTA**

Commissioner of Commerce  
Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101-2198  
(651) 296-4026

**WISCONSIN**

Commissioner of Securities  
Department of Financial Institutions  
Division of Securities  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 261-9555

**AGENTS FOR SERVICE OF PROCESS**

<b><u>CALIFORNIA</u></b> Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 1-(866) 275-2677	<b><u>NEW YORK</u></b> New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
<b><u>HAWAII</u></b> Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	<b><u>NORTH DAKOTA</u></b> <b><u>Securities Commissioner</u></b> North Dakota Securities Department 600 East Boulevard Avenue, State Capitol 14 <sup>th</sup> Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
<b><u>ILLINOIS</u></b> Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	<b><u>RHODE ISLAND</u></b> Director, Department of Business Regulation, Securities Division John O. Pastore Complex–Bldg. 68-2 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9585
<b><u>INDIANA</u></b> Indiana Secretary of State 302 West Washington Street, Room E018 Indianapolis, Indiana 46204 (317) 232-6681	<b><u>SOUTH DAKOTA</u></b> Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
<b><u>MARYLAND</u></b> Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	<b><u>VIRGINIA</u></b> Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219-3630 (804) 371-9051
<b><u>MICHIGAN</u></b> Michigan Department of Attorney General Consumer Protection Division G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, Michigan 48933 (517) 373-7117	<b><u>WASHINGTON</u></b> Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760

**MINNESOTA**

Commissioner of Commerce  
Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101-2198  
(651) 296-4026

**WISCONSIN**

Commissioner of Securities  
Department of Financial Institutions  
Division of Securities  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 261-9555

**EXHIBIT B**  
**STATE AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT**  
**AND FRANCHISE LICENSE AGREEMENT**

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY CALIFORNIA**

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

**Item 3, Additional Disclosure:**

Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in the association or exchange.

**Item 6, Additional Disclosure:**

The highest interest rate allowed by law in California is currently 10% annually.

**Item 17, Additional Disclosures:**

The Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Agreement. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010) and voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The Agreement requires application of the laws of the State of Missouri. This provision may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Agreement contains a provision that is inconsistent with the law, the law will control.

The Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.)

Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any

statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Additional Disclosures:

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [WWW.DFPL.CA.GOV](http://WWW.DFPL.CA.GOV).

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC  
FRANCHISE LICENSE AGREEMENT FOR CALIFORNIA**

In recognition of the requirements and the regulations of the California Franchise Relations Act, §§ 20000 through 20043 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of California, will be amended as follows (this “Amendment”):

**1. Amendments.** If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

**1.1 Termination and Renewal.** Any provision in the FLA that conflicts with the termination, renewal, notice, or cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

**1.1.1** The Act provides rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to the franchisee concerning termination of the FLA upon certain bankruptcy-related events. If the FLA is inconsistent with the law, the law will control.

**1.2 Venue.** To the extent governed by California state law, any provision in the FLA that designates venue in a forum outside of the State of California may be unenforceable.

**1.3 Restriction on Competition.** The FLA contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

**1.4 Waivers.** Section 38 is amended to delete Sections 38.1-3. Additionally, Section 38.7 is added as follows:

**38.7 Franchise Acknowledgments.** *No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.*

**2. Definitions.** All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**3. Modification.** Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

**4. Effect on FLA.** Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

**H&R BLOCK:**

H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal



**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY HAWAII**

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E-1 – 482E-12 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

**State Cover Page, Additional Disclosures:**

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE LICENSE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC  
FRANCHISE LICENSE AGREEMENT FOR HAWAII**

In recognition of the requirements of the Hawaii Franchise Investment Law, §§ 482E-1 through 482E-12 (the “Act”) the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Hawaii, will be amended as follows (this “Amendment”):

**1. Amendments.** If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

**1.1 Cure.** Any provision in the FLA that conflicts with the cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

**2. Definitions.** All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**3. Modification.** Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

**4. Effect on FLA.** Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

**H&R BLOCK:**  
H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT FOR ILLINOIS**

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 – 705/44 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services LLC Franchise Disclosure Document, the terms of this Amendment apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the FLA.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC  
FRANCHISE LICENSE AGREEMENT FOR ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, 815 ILCS §§ 705/1 through 705/44 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Illinois, will be amended as follows (this “Amendment”):

**1. Amendments.** If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

**1.1 Termination and Renewal.** Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Act.

**1.2 Jurisdiction and Venue.**

**1.2.1** Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

**1.3 Waiver.** Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois void.

**1.4 Acknowledgement.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**2. Definitions.** All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**3. Modification.** Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

**4. Effect on FLA.** Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

**H&R BLOCK:**

H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY MARYLAND**

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 – 14-233 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

**Item 17, Additional Disclosures:**

Our termination of the Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The general release required as a condition of renewal, sale, assignment, and/or Transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC  
FRANCHISE LICENSE AGREEMENT  
REQUIRED BY MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 through 14-233 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the state of Maryland, will be amended as follows (this “Amendment”):

**1. Amendments.** Notwithstanding anything to the contrary contained in the Franchise License Agreement (“FLA”), to the extent that the FLA contains provisions that are inconsistent with the following, such provisions are hereby amended:

**1.1 General Release.** The general release required as a condition of sale, assignment, or Transfer shall not apply to any liability under the Act.

**1.2 Venue.** Nothing in the FLA prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Act.

**1.3 Claims.** Nothing in the FLA operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Act. Further, any claims arising under the Act must be brought within 3 years after the grant of the franchise.

**1.4 Termination.** The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

**1.5 Acknowledgements.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**2. Definitions.** All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**3. Modification.** Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

**4. Effect on FLA.** Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

**H&R BLOCK:**  
H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal



**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY MICHIGAN**

To the extent the Michigan Franchise Investment Law, Mich. Comp. Laws §§ 445.1501 – 445.1546 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

If the franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Attn.: Franchise, 670 Law Building, Lansing, Michigan 48913, telephone: (517) 373-7117.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY MINNESOTA**

To the extent the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 – 80C.22 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

**State Cover Page and Item 17, Additional Disclosures:**

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Disclosure Document will abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

**Item 4, Additional Disclosure:** Item 4 is hereby deleted and replaced with the following:

During the 15-year period immediately preceding the date of this disclosure document, neither we, any parent, predecessor, affiliate, officer or general partner of ours, nor any other person who will have management responsibility relating to the sale or operation of the franchises offered by this disclosure document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code or any foreign bankruptcy laws required to be disclosed in this Item.

**Item 6, Additional Disclosure:**

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of \$30 on service charges.

**Item 13, Additional Disclosures:**

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the Agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

**Item 17, Additional Disclosures:**

Any condition, stipulation, or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of

Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC  
FRANCHISE LICENSE AGREEMENT FOR MINNESOTA**

In recognition of the requirements of the Minnesota Statutes Annotated, §§ 80C.01 through 80C.22 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Minnesota, will be amended as follows (this “Amendment”):

**1. Amendments.** If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

**1.1 Termination and Cure.** Any provision in the FLA that conflicts with the termination, notice, renewal, or cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

**1.1.1** With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days’ notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the FLA; or (3) failure of the franchisee to cure a default under the FLA which materially impairs the goodwill associated with the franchisor’s trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

**1.1.2** With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days’ notice for non-renewal of the FLA.

**1.2 Jurisdiction and Venue.** To the extent governed by Minnesota state law, any provision in the FLA that designates a jurisdiction or venue in a forum outside the State of Minnesota may be unenforceable.

**1.3 Indemnification.** The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee’s use of franchisor’s trademarks (“Marks”) infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee’s use of franchisor’s trademark, but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee’s use of the Marks in accordance with the requirements of the FLA and franchisor’s standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle, or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

**1.4 Waiver.** Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

**1.5 Choice of Law.** To the extent governed by Minnesota state law, any provision in the FLA that designates a choice of law outside the State of Minnesota may be unenforceable. Any claims franchisee

may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

**1.5.1** According to Minn. Stat. Sec. 80C.21 and Minnesota Rule 2860.440(J), the terms of the FLA shall not in any way abrogate or reduce franchisee's rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in the FLA shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or franchisee's rights to any procedure, forum, or remedy provided for by the laws of the State of Minnesota.

**1.6 Litigation Limitation.** The FLA contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law. The Franchisee consents to the Franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

**1.6.1** Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

**1.7 Acknowledgements.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**2. Definitions.** All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**3. Modification.** Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

**4. Effect on FLA.** Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

**H&R BLOCK:**  
H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY NEW YORK**

To the extent the New York General Business Law, Article 33, §§ 680 - 695 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Cover Page, Additional Disclosure.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21<sup>ST</sup> FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

Item 3, Additional Disclosure. The following statements are added to Item 3.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark, has been convicted of a felony, or pleaded no contendere to a felony charge, or held liable or enjoined in a civil action by a final judgment in a civil action involving fraud, embezzlement, fraudulent conversion or misappropriation of property.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark, is subject to any currently effective order of the United States securities and exchange commission or the securities administrator of any state denying the registration of or barring, revoking or suspending the registration of such person as a securities broker or dealer, or investment advisor, or securities agent or registered representative, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark, is subject to a currently effective order or ruling of the federal trade commission.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark, is subject to a currently effective order or ruling of the federal trade commission.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark, is subject to any currently effective injunctive or restrictive order relating to business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a result estate broker or salesman.

Item 4, Additional Disclosure. Item 4 is hereby deleted and replaced with the following:

Except as set forth in this Item, neither H&R Block Tax Services LLC, its affiliates, its predecessor, officers, or general partner during the 10-year period immediately before the date of this Disclosure Document has:

A. Filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;

B. Obtained a discharge of its debts under the bankruptcy code; or

C. Was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one (1) year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 17, Additional Disclosures. The following statements are added to Item 17:

The following is added to the Summary sections of Item 17(c) and 17(m): To the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Section 687.4 and 687.5 be satisfied.

The Summary section of Item 17(d) is deleted and replaced with the following language: You may terminate the agreement on any grounds available by law.

The following is added to the Summary section of Item 17(j): No assignment will be made except to an assignee who in good faith and judgment of the franchisor is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

The following is added to the Summary sections of Items 17(v) and 17(w): The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.



**AMENDMENT TO H&R BLOCK TAX SERVICES LLC  
FRANCHISE LICENSE AGREEMENT FOR NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, §§ 680 – 695 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of New York, will be amended as follows (this “Amendment”):

**1. Amendments.** If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

**1.1 Enforceability.** Any provision in the FLA that is inconsistent with the Act may not be enforceable.

**1.2 Choice of Law.** To the extent governed by New York state law, the Act shall govern any claim arising under that law.

**2. Definitions.** All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**3. Modification.** Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

**4. Effect on FLA.** Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

**H&R BLOCK:**  
H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY NORTH DAKOTA**

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 – 51-19-17 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel, or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota law. If the Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.

The Franchise License Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

The Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Agreement state that franchisee must consent to the jurisdiction of courts outside that State of North Dakota. That requirement may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Agreement may require franchisees to consent to termination or liquidated damages. This requirement may not be enforceable under North Dakota law.

The Agreement may require the franchisee to consent to a limitation of claims within one (1) year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC  
FRANCHISE LICENSE AGREEMENT FOR NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 – 51-19-17 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of North Dakota, will be amended as follows (this “Amendment”):

**1. Amendments.** If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

**1.1 Termination.** Covenants not to compete during the term of and upon termination or expiration of the FLA are enforceable only under certain conditions according to North Dakota law. If the FLA contains a covenant not to compete that is inconsistent with the Act, the covenant may be unenforceable.

**1.1.1 Liquidated Damages.** Any requirement that a franchisee consent to termination or liquidated damages may not be enforceable under the Act.

**1.2 Jurisdiction, Venue, and Choice of Law.** To the extent governed by North Dakota state law, any provision in the FLA that designates a choice of law, jurisdiction, or venue in a forum outside the State of North Dakota may be unenforceable.

**1.3 Damages.** The waiver of punitive or exemplary damages may not be enforceable under the Act.

**1.4 Litigation Limitations.** The waiver of trial by jury may not be enforceable under the Act. Any limitation of claims that is inconsistent with the Act may be unenforceable.

**1.4.1 Expenses.** The FLA stipulates that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys’ fees.

**2. Definitions.** All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**3. Modification.** Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

**4. Effect on FLA.** Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

**H&R BLOCK:**

H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY RHODE ISLAND**

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§ 19-28.1-1 – 19-28.1-34 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Item 17, Additional Disclosure. The following statement is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC  
FRANCHISE LICENSE AGREEMENT FOR RHODE ISLAND**

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 (the “Act”) applies, the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Rhode Island, will be amended as follows (this “Amendment”):

**1. Amendments.** If the FLA contains provisions that are inconsistent with the following, such provisions are hereby amended as follows:

**1.1 Jurisdiction and Venue.** Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

**2. Definitions.** All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**3. Modification.** Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

**4. Effect on FLA.** Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

**H&R BLOCK:**  
H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY VIRGINIA**

To the extent the Virginia Retail Franchising Act, Va. Code §§ 13.1-557 – 13.1-574 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

**Item 17, Additional Disclosures:**

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

“According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC  
FRANCHISE LICENSE AGREEMENT FOR VIRGINIA**

In recognition of the requirements of the Virginia Retail Franchising Act, Va. Code §§ 13.1-557 through 13.1-574 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Virginia, will be amended as follows (this “Amendment”):

**1. Amendments.** If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

**1.1 Termination.** According to Section 13.1564 of the Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the FLA does not constitute “reasonable cause,” as that term may be defined in the Act or the laws of Virginia, that provision may not be enforceable.

**1.2 Acknowledgements.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**2. Definitions.** All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**3. Modification.** Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

**4. Effect on FLA.** Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

**H&R BLOCK:**

H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal



**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY WASHINGTON**

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 – 19.100.940 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

**Item 17, Additional Disclosure:**

The state of Washington has a statute, RCW 19.100.180 which may supersede the Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise License Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator at the time of arbitration.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

A release or waiver of rights signed by a franchisee will not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when signed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.

Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a Transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

In addition, on August 8, 2019, an Assurance of Discontinuance (“AOD”) between H&R Block Tax Services LLC (“H&R Block”) and the State of Washington was entered in the King County Superior Court (In re: Franchise No Poaching Provisions, No. 19-2-20766-3SEA). Pursuant to the AOD, H&R Block agreed, among other things, that it would continue not to include certain anti-poaching provisions in its franchise agreements and continue not to enforce such provisions. H&R Block denied that these provisions violated the Consumer Protection Act, RCW 19.86.030, or any other law or regulation, and the AOD expressly provides that it will not be construed as an admission of law, fact, liability, misconduct, wrongdoing or a violation.

Franchisor may only collect liquidated damages under the Franchise License Agreement to the extent enforceable under Washington law.

The “Events of Default and Remedies” sections in the Term Loan Credit and Security Agreement and the Short-Term Loan Credit and Security Agreement are governed by RCW 19.1001.180(2)(j).

Section 26 of the Franchise License Agreement does not waive any claim arising from Franchise Investment Protection Act of Washington, chapter 19.100 RCW, and/or any rule or order adopted thereunder.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC  
FRANCHISE LICENSE AGREEMENT FOR WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Washington, will be amended as follows (this “Amendment”):

**1. Amendments.** If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

**1.1 Termination and Renewal.** Any provision in the FLA that conflicts with the termination, renewal, notice, or cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

**1.1.1** Section 19.100.180 of the Act may supersede the FLA in franchisee’s relationship with the franchisor including the areas of termination and renewal of the franchise. There may also be court decisions which may supersede the FLA in franchisee’s relationship with the franchisor including the areas of termination and renewal of the franchise.

**1.2 Jurisdiction and Choice of Law.** To the extent governed by Washington state law, any provision in the FLA that designates choice of law or jurisdiction in a forum outside the State of Washington may be unenforceable.

**1.2.1** In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator at the time of Arbitration.

**1.3 Transfer.** Transfer fees are collectable to the extent that reflect the franchisor’s reasonable estimated or actual costs in effecting a Transfer.

**1.4 Waiver.** A release or waiver of rights signed by a franchisee will not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when signed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

**1.5 Non-Competition Covenant.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the FLA or elsewhere that conflict with these limitations are void and unenforceable in Washington.

**1.6 Solicitation of Employees.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the FLA or elsewhere are void and unenforceable in Washington.

**1.7 Liquidated Damages.** Franchisor may only collect liquidated damages under Section 15 of the Franchise License Agreement to the extent enforceable under Washington law.

**1.8 Term Loan Credit and Security Agreement and the Short-Term Loan Credit and Security Agreement.** The “Events of Default and Remedies” in Section 10 of the Term Loan Credit and Security Agreement and Section 12 of the Short-Term Loan Credit and Security Agreement are governed by RCW 19.1001.180(2)(j).

**1.9 Waivers.** Section 26 of the Franchise License Agreement does not waive any claim arising from Franchise Investment Protection Act of Washington, chapter 19.100 RCW, and/or any rule or order adopted thereunder.

**1.10. Acknowledgements.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**2. Definitions.** All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**3. Modification.** Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

**4. Effect on FLA.** Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

**H&R BLOCK:**

H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY WISCONSIN**

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§ 553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§ 135.01 – 135.07 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

**Item 17, Additional Disclosures:**

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Agreement or a related contract which is inconsistent with the Law.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC  
FRANCHISE LICENSE AGREEMENT FOR WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, §§ 135.01 through 135.07 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Wisconsin, will be amended as follows (this “Amendment”):

**1. Amendments.** If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

**1.1 Termination and Renewal.** Any provision in the FLA that conflicts with the termination, renewal, notice, or cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

**2. Definitions.** All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**3. Modification.** Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

**4. Effect on FLA.** Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

**H&R BLOCK:**  
H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal

### GUARANTEE OF PERFORMANCE

For value received, **H&R Block, Inc.**, a Missouri corporation (the "Guarantor"), located at One H&R Block way, Kansas City, MO 64105, absolutely and unconditionally guarantees to assume the duties and obligations of **H&R Block Tax Services LLC**, located at One H&R Block Way, Kansas City, MO 64105 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at Kansas City, Missouri on the 23 day of August, 2023.

Guarantor:

**H&R BLOCK, INC.**

By: 

Tony G. Bowen  
Chief Financial Officer

**EXHIBIT D**

**H&R BLOCK, INC.**  
**FINANCIAL STATEMENTS**

**NOTE:** The following financial statements begin with Item 8 on page 33 and end with Item 9B on page 62 and are from H&R Block, Inc.'s 2023 Form 10-K Annual Report.



## ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

### DISCUSSION OF FINANCIAL RESPONSIBILITY

H&R Block's management is responsible for the integrity and objectivity of the information contained in this document. Management is responsible for the consistency of reporting this information and for ensuring that accounting principles generally accepted in the U.S. are properly applied. In discharging this responsibility, management maintains an extensive program of internal audits and requires members of management to certify financial information within their scope of management. Our system of internal control over financial reporting also includes formal policies and procedures, including a Code of Business Ethics and Conduct that reinforces our commitment to ethical business conduct and is designed to encourage our employees and directors to act with high standards of integrity in all that they do.

The Audit Committee of the Board of Directors, composed solely of independent outside directors, meets periodically with management, the independent auditor and the Vice President, Audit Services (our chief internal auditor) to review matters relating to our financial statements, internal audit activities, internal accounting controls and non-audit services provided by the independent auditors. The independent auditor and the Vice President, Audit Services have full access to the Audit Committee and meet with the committee, both with and without management present, to discuss the scope and results of their audits, including internal controls and financial matters.

Deloitte & Touche LLP audited our consolidated financial statements for the fiscal years ended June 30, 2023 and 2022, the two months ended June 30, 2021 (Transition Period), and for the fiscal year ended April 30, 2021. The audits were conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States).

### MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 12a-15(f). Under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the criteria established in "Internal Control - Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), using the 2013 framework, as of June 30, 2023.

Based on our assessment, our Chief Executive Officer and Chief Financial Officer concluded that as of June 30, 2023, the Company's internal control over financial reporting was effective based on the criteria set forth by COSO, using the 2013 framework. The Company's external auditor, Deloitte & Touche LLP, an independent registered public accounting firm, has issued an audit report on the effectiveness of the Company's internal control over financial reporting.

/s/ Jeffrey J. Jones II

Jeffrey J. Jones II

President and Chief Executive Officer

/s/ Tony G. Bowen

Tony G. Bowen

Chief Financial Officer

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of H&R Block, Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of H&R Block, Inc. and subsidiaries (the "Company") as of June 30, 2023, and June 30, 2022, the related consolidated statements of operations and comprehensive income (loss), stockholders' equity, and cash flows, for the years ended June 30, 2023, and June 30, 2022, the two months ended June 30, 2021 (Transition Period) and the year ended April 30, 2021, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 2023, and June 30, 2022, and the results of its operations and its cash flows for the years ended June 30, 2023 and June 30, 2022, the two months ended June 30, 2021 (Transition Period) and the year ended April 30, 2021, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of June 30, 2023, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated August 17, 2023, expressed an unqualified opinion on the Company's internal control over financial reporting.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

### Income Taxes - Uncertain Tax Positions - Refer to Note 9 to the consolidated financial statements

#### *Critical Audit Matter Description*

The Company operates in multiple income tax jurisdictions both within the United States and internationally. Accordingly, management must determine the appropriate allocation of income to each of these jurisdictions based on transfer pricing analyses of comparable companies and predictions of future economic conditions. Transfer pricing terms and conditions may be scrutinized by local tax authorities during an audit and any resulting changes may impact the mix of earnings in countries with differing statutory tax rates. The Company accrues a liability for unrecognized tax benefits arising from uncertain tax positions reflecting their judgment as to the ultimate resolution of the applicable issues. For each position, management considers all applicable information including relevant tax laws, the taxing authorities' potential position, management's tax return position, and the

possible settlement outcomes to determine the amount of liability to record. The Company's unrecognized tax benefits as of June 30, 2023, were \$240 million.

We identified the Company's determination of uncertain tax positions measured in accordance with the Company's transfer pricing policies as a critical audit matter because of the significant judgment in the application of the tax law in applying the arm's length standard to intercompany transactions and scrutiny by local tax authorities. The significant level of judgment increases the uncertainty in evaluating the valuation of tax balances, including any uncertain tax positions that relate to the Company's transfer pricing. As a result, we utilized a high degree of auditor judgment and increased the extent of work performed, including involving our income tax specialists to evaluate whether management's judgments in interpreting and applying tax laws were appropriate.

*How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to the Company's uncertain tax positions for transfer pricing included the following, among others:

- We tested the effectiveness of controls over management's evaluation and determination of uncertain tax positions. This evaluation includes management's assessment of tax positions taken by the Company on its tax returns, including transfer pricing terms and conditions, and the related recorded amounts for uncertain tax positions
- With the assistance of our income tax specialists, we evaluated the Company's transfer pricing methodologies and performed the following:
  - Evaluated the appropriateness of management's application of jurisdictional tax regulations in applying the arm's length standard to intercompany transactions.
  - Evaluated the application of the transfer pricing method to transactions subject to transfer pricing.
  - Tested the application of the transfer pricing policies by legal entity through an independent calculation.
  - Evaluated management's approach to identifying uncertain tax positions related to changes in the transfer pricing terms and conditions and tested the calculation of the tax positions at the individual legal entity level and at the consolidated level.

/s/ Deloitte & Touche LLP

Kansas City, Missouri

August 17, 2023

We have served as the Company's auditor since 2007.

## **REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of H&R Block, Inc.

### **Opinion on Internal Control over Financial Reporting**

We have audited the internal control over financial reporting of H&R Block, Inc. and subsidiaries (the “Company”) as of June 30, 2023, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of June 30, 2023, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended June 30, 2023, of the Company and our report dated August 17, 2023, expressed an unqualified opinion on those financial statements.

### **Basis for Opinion**

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### **Definition and Limitations of Internal Control over Financial Reporting**

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Kansas City, Missouri

August 17, 2023

# **CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME**

(in 000s, except per share amounts)

	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
<b>REVENUES:</b>				
Service revenues	\$ 3,156,921	\$ 3,134,686	\$ 427,575	\$ 3,067,223
Royalty, product and other revenues	315,264	328,584	38,531	346,764
	<b>3,472,185</b>	<b>3,463,270</b>	<b>466,106</b>	<b>3,413,987</b>
<b>OPERATING EXPENSES:</b>				
Costs of revenues	1,923,452	1,881,262	232,763	1,842,092
Selling, general and administrative	800,035	837,111	98,988	802,268
Total operating expenses	<b>2,723,487</b>	<b>2,718,373</b>	<b>331,751</b>	<b>2,644,360</b>
Other income (expense), net	35,492	2,454	672	5,979
Interest expense on borrowings	(72,978)	(88,282)	(14,032)	(106,870)
Income from continuing operations before income taxes	711,212	659,069	120,995	668,736
Income taxes	149,412	98,423	29,876	78,524
Net income from continuing operations	<b>561,800</b>	<b>560,646</b>	<b>91,119</b>	<b>590,212</b>
Net loss from discontinued operations, net of tax benefits of \$2,423, \$2,093, \$451 and \$3,883	(8,100)	(6,972)	(1,509)	(6,421)
<b>NET INCOME</b>	<b>\$ 553,700</b>	<b>\$ 553,674</b>	<b>\$ 89,610</b>	<b>\$ 583,791</b>
<b>BASIC EARNINGS PER SHARE:</b>				
Continuing operations	\$ 3.63	\$ 3.31	\$ 0.50	\$ 3.15
Discontinued operations	(0.05)	(0.04)	(0.01)	(0.04)
Consolidated	<b>\$ 3.58</b>	<b>\$ 3.27</b>	<b>\$ 0.49</b>	<b>\$ 3.11</b>
<b>DILUTED EARNINGS PER SHARE:</b>				
Continuing operations	\$ 3.56	\$ 3.26	\$ 0.49	\$ 3.11
Discontinued operations	(0.05)	(0.04)	(0.01)	(0.03)
Consolidated	<b>\$ 3.51</b>	<b>\$ 3.22</b>	<b>\$ 0.48</b>	<b>\$ 3.08</b>
<b>COMPREHENSIVE INCOME:</b>				
Net income	\$ 553,700	\$ 553,674	\$ 89,610	\$ 583,791
Change in foreign currency translation adjustments	(15,454)	(21,733)	(4,698)	56,362
Other comprehensive income (loss)	(15,454)	(21,733)	(4,698)	56,362
Comprehensive income	<b>\$ 538,246</b>	<b>\$ 531,941</b>	<b>\$ 84,912</b>	<b>\$ 640,153</b>

See accompanying notes to consolidated financial statements.

## CONSOLIDATED BALANCE SHEETS

(in 000s, except share and per share amounts)

As of	June 30, 2023	June 30, 2022
<b>ASSETS</b>		
Cash and cash equivalents	\$ 986,975	\$ 885,015
Cash and cash equivalents - restricted	28,341	165,698
Receivables, less allowance for credit losses of \$55,502 and \$65,351	59,987	58,447
Income taxes receivable	35,910	202,838
Prepaid expenses and other current assets	76,273	72,460
Total current assets	1,187,486	1,384,458
Property and equipment, at cost, less accumulated depreciation and amortization of \$846,177 and \$857,468	130,015	123,912
Operating lease right of use asset	438,299	427,783
Intangible assets, net	277,043	309,644
Goodwill	775,453	760,401
Deferred tax assets and income taxes receivable	211,391	208,948
Other noncurrent assets	52,571	54,012
Total assets	\$ 3,072,258	\$ 3,269,158
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>LIABILITIES:</b>		
Accounts payable and accrued expenses	\$ 159,901	\$ 160,929
Accrued salaries, wages and payroll taxes	95,154	154,764
Accrued income taxes and reserves for uncertain tax positions	271,800	280,115
Operating lease liabilities	205,391	206,898
Deferred revenue and other current liabilities	206,536	196,107
Total current liabilities	938,782	998,813
Long-term debt	1,488,974	1,486,876
Deferred tax liabilities and reserves for uncertain tax positions	264,567	226,362
Operating lease liabilities	240,543	228,820
Deferred revenue and other noncurrent liabilities	107,328	116,656
Total liabilities	3,040,194	3,057,527
<b>COMMITMENTS AND CONTINGENCIES</b>		
<b>STOCKHOLDERS' EQUITY:</b>		
Common stock, no par, stated value \$.01 per share, 800,000,000 shares authorized, shares issued of 178,935,578 and 193,571,309	1,789	1,936
Additional paid-in capital	770,376	772,182
Accumulated other comprehensive loss	(37,099)	(21,645)
Retained earnings (deficit)	(48,677)	120,405
Less treasury shares, at cost, of 32,785,658 and 33,640,988	(654,325)	(661,247)
Total stockholders' equity	32,064	211,631
Total liabilities and stockholders' equity	\$ 3,072,258	\$ 3,269,158

See accompanying notes to consolidated financial statements.

# CONSOLIDATED STATEMENTS OF CASH FLOWS

(in 000s)

	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Net income	\$ 553,700	\$ 553,674	\$ 89,610	\$ 583,791
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation and amortization	130,501	142,178	24,586	156,852
Provision for credit losses	52,290	66,807	4,617	73,451
Deferred taxes	49,579	(53,352)	22,926	(22,583)
Stock-based compensation	31,326	34,252	4,700	28,271
Changes in assets and liabilities, net of acquisitions:				
Receivables	(57,244)	(37,889)	108,470	(150,933)
Prepaid expenses, other current and noncurrent assets	(7,011)	(1,944)	26,753	(49,498)
Accounts payable, accrued expenses, salaries, wages and payroll taxes	(67,627)	(19,645)	(186,754)	150,635
Deferred revenue, other current and noncurrent liabilities	(4,773)	7,342	(15,809)	(1,160)
Income tax receivables, accrued income taxes and income tax reserves	144,164	118,713	(43,476)	(138,152)
Other, net	(3,064)	(1,599)	(797)	(4,746)
Net cash provided by operating activities	821,841	808,537	34,826	625,928
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>				
Capital expenditures	(69,698)	(61,955)	(5,188)	(52,792)
Payments made for business acquisitions, net of cash acquired	(48,246)	(35,920)	(846)	(15,576)
Franchise loans funded	(21,633)	(18,467)	(135)	(26,917)
Payments from franchisees	27,350	30,899	8,634	41,215
Other, net	10,838	8,902	1,227	8,547
Net cash provided by (used in) investing activities	(101,389)	(76,541)	3,692	(45,523)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>				
Repayments of line of credit borrowings	(970,000)	(705,000)	—	(3,275,000)
Proceeds from line of credit borrowings	970,000	705,000	—	1,275,000
Repayments of long-term debt	—	(500,000)	—	(650,000)
Proceeds from issuance of long-term debt	—	—	494,435	647,965
Dividends paid	(177,925)	(186,476)	—	(195,068)
Repurchase of common stock, including shares surrendered	(568,952)	(563,174)	(4,633)	(191,294)
Proceeds from exercise of stock options	3,383	6,334	308	2,140
Other, net	(7,498)	(14,030)	(5,584)	(22,566)
Net cash provided by (used in) financing activities	(750,992)	(1,257,346)	484,526	(2,408,823)
Effects of exchange rate changes on cash	(4,857)	(8,101)	(1,800)	18,318
Net increase (decrease) in cash and cash equivalents, including restricted balances	(35,397)	(533,451)	521,244	(1,810,100)
Cash, cash equivalents and restricted cash, beginning of the period	1,050,713	1,584,164	1,062,920	2,873,020
Cash, cash equivalents and restricted cash, end of the period	\$ 1,015,316	\$ 1,050,713	\$ 1,584,164	\$ 1,062,920
<b>SUPPLEMENTARY CASH FLOW DATA:</b>				
Income taxes paid (received), net	\$ (45,539)	\$ 31,689	\$ 52,149	\$ 236,459
Interest paid on borrowings	69,554	81,960	14,317	103,855
Accrued additions to property and equipment	2,238	4,315	2,085	1,643
Accrued dividends payable to common shareholders	42,953	43,093	48,998	—

See accompanying notes to consolidated financial statements.

# CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(amounts in 000s, except per share amounts)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss) <sup>(1)</sup>	Retained Earnings (Deficit)	Treasury Stock		Total Stockholders' Equity
	Shares	Amount				Shares	Amount	
Balances as of May 1, 2020	228,207	\$ 2,282	\$ 775,387	\$ (51,576)	\$ 42,965	(35,731)	\$ (698,017)	\$ 71,041
Net income	—	—	—	—	583,791	—	—	583,791
Other comprehensive income	—	—	—	56,362	—	—	—	56,362
Stock-based compensation	—	—	26,138	—	—	—	—	26,138
Stock-based awards exercised or vested	—	—	(11,417)	—	(1,900)	755	14,748	1,431
Acquisition of treasury shares <sup>(2)</sup>	—	—	—	—	—	(214)	(3,081)	(3,081)
Repurchase and retirement of common shares	(11,551)	(115)	(6,816)	—	(181,282)	—	—	(188,213)
Cash dividends declared - \$1.04 per share	—	—	—	—	(195,068)	—	—	(195,068)
Balances as of April 30, 2021	216,656	\$ 2,167	\$ 783,292	\$ 4,786	\$ 248,506	(35,190)	\$ (686,350)	\$ 352,401
Net income	—	—	—	—	89,610	—	—	89,610
Other comprehensive loss	—	—	—	(4,698)	—	—	—	(4,698)
Stock-based compensation	—	—	4,285	—	—	—	—	4,285
Stock-based awards exercised or vested	—	—	(8,112)	—	(2,424)	545	10,627	91
Acquisition of treasury shares <sup>(2)</sup>	—	—	—	—	—	(197)	(4,633)	(4,633)
Cash dividends declared - \$0.27 per share	—	—	—	—	(48,998)	—	—	(48,998)
Balances as of June 30, 2021	216,656	\$ 2,167	\$ 779,465	\$ 88	\$ 286,694	(34,842)	\$ (680,356)	\$ 388,058
Net income	—	—	—	—	553,674	—	—	553,674
Other comprehensive loss	—	—	—	(21,733)	—	—	—	(21,733)
Stock-based compensation	—	—	28,189	—	—	—	—	28,189
Stock-based awards exercised or vested	—	—	(21,622)	—	(3,126)	1,634	31,937	7,189
Acquisition of treasury shares <sup>(2)</sup>	—	—	—	—	—	(433)	(12,828)	(12,828)
Repurchase and retirement of common shares	(23,085)	(231)	(13,850)	—	(536,265)	—	—	(550,346)
Cash dividends declared - \$1.08 per share	—	—	—	—	(180,572)	—	—	(180,572)
Balances as of June 30, 2022	193,571	\$ 1,936	\$ 772,182	\$ (21,645)	\$ 120,405	(33,641)	\$ (661,247)	\$ 211,631
Net income	—	—	—	—	553,700	—	—	553,700
Other comprehensive loss	—	—	—	(15,454)	—	—	—	(15,454)
Stock-based compensation	—	—	27,086	—	—	—	—	27,086
Stock-based awards exercised or vested	—	—	(20,258)	—	(1,899)	1,298	25,656	3,499
Acquisition of treasury shares <sup>(2)</sup>	—	—	—	—	—	(443)	(18,734)	(18,734)
Repurchase and retirement of common shares	(14,635)	(147)	(8,634)	—	(543,098)	—	—	(551,879)
Cash dividends declared - \$1.16 per share	—	—	—	—	(177,785)	—	—	(177,785)
Balances as of June 30, 2023	178,936	\$ 1,789	\$ 770,376	\$ (37,099)	\$ (48,677)	(32,786)	\$ (654,325)	\$ 32,064

<sup>(1)</sup> The balance of our accumulated other comprehensive income (loss) consists of foreign currency translation adjustments.

<sup>(2)</sup> Represents shares swapped or surrendered to us in connection with the vesting or exercise of stock-based awards.

See accompanying notes to consolidated financial statements.



## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**NATURE OF OPERATIONS** – Our subsidiaries provide assisted and do-it-yourself (DIY) tax return preparation solutions through multiple channels (including in-person, online and mobile applications, virtual, and desktop software) and distribute H&R Block-branded services and products, including those of our bank partners, to the general public primarily in the United States (U.S.), Canada and Australia. Tax returns are either prepared by H&R Block tax professionals (in company-owned or franchise offices, virtually or via an internet review) or prepared and filed by our clients through our DIY tax solutions. We also offer small business solutions through our company-owned and franchise offices and online through Wave.

"H&R Block," "the Company," "we," "our" and "us" are used interchangeably to refer to H&R Block, Inc., to H&R Block, Inc. and its subsidiaries, or to H&R Block, Inc.'s operating subsidiaries, as appropriate to the context.

**PRINCIPLES OF CONSOLIDATION** – The consolidated financial statements include the accounts of the Company and our subsidiaries. Intercompany transactions and balances have been eliminated.

**DISCONTINUED OPERATIONS** – Our discontinued operations include the results of operations of Sand Canyon Corporation, previously known as Option One Mortgage Corporation (including its subsidiaries, collectively, SCC), which exited its mortgage business in fiscal year 2008. See [note 12](#) for additional information on loss contingencies related to our discontinued operations.

**SEGMENT INFORMATION** – We report a single segment that includes all of our continuing operations.

**MANAGEMENT ESTIMATES** – The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Significant estimates, assumptions and judgments are applied in the evaluation of contingent losses arising from our discontinued mortgage business, contingent losses associated with pending claims and litigation, reserves for uncertain tax positions, and fair value of reporting units. Estimates have been prepared based on the best information available as of each balance sheet date. As such, actual results could differ materially from those estimates.

**CHANGE IN FISCAL YEAR END** – On June 9, 2021, the Board of Directors approved a change of the Company's fiscal year end from April 30 to June 30. As a result of this change, the Company filed a Transition Report on Form 10-Q that included financial information for the transition period from May 1, 2021 to June 30, 2021 (Transition Period).

**CASH AND CASH EQUIVALENTS** – All non-restricted highly liquid instruments maturing within three months at acquisition are considered to be cash equivalents.

Outstanding checks in excess of funds on deposit (book overdrafts) included in accounts payable totaled \$3.3 million and \$2.7 million as of June 30, 2023 and 2022, respectively.

**CASH AND CASH EQUIVALENTS – RESTRICTED** – Cash and cash equivalents – restricted consists primarily of cash held by our captive insurance subsidiary that is expected to be used to pay claims.

**RECEIVABLES AND RELATED ALLOWANCES** – Our trade receivables consist primarily of accounts receivable from tax clients for tax return preparation and related fees. The allowance for credit losses for these receivables requires management's judgment regarding collectibility and current economic conditions to establish an amount considered by management to be adequate to cover estimated losses as of the balance sheet date. Losses from tax clients for tax return preparation and related fees are not specifically identified and charged off; instead they are evaluated on a pooled basis. At the end of the fiscal year the outstanding balances on these receivables are evaluated based on collections received and expected collections over subsequent tax seasons. We establish an allowance for credit losses at an amount that we believe reflects the receivable at net realizable value. In December of each year we charge-off the receivables to an amount we believe represents the net realizable value.

Our financing receivables consist primarily of participations in H&R Block Emerald Advance® lines of Credit (EAs), loans made to franchisees, and amounts due under H&R Block's Instant Refund<sup>SM</sup> (Instant Refund).

Our accounting policies related to receivables and related allowances are discussed further in [note 4](#).

**PROPERTY AND EQUIPMENT** – Buildings, equipment and leasehold improvements are initially recorded at cost and are depreciated over the estimated useful life of the assets using the straight-line method. Estimated useful lives are generally 15 to 40 years for buildings, two to five years for computers and other equipment, three to five years for purchased software and up to eight years for leasehold improvements.

**GOODWILL AND INTANGIBLE ASSETS** – Goodwill represents costs in excess of fair values assigned to the underlying net assets of acquired businesses. Goodwill is not amortized, but rather is tested for impairment annually during our third quarter, or more frequently if indications of potential impairment exist.

Intangible assets, including internally-developed software, with finite lives are amortized over their estimated useful lives and are reviewed for impairment whenever events or changes in circumstances indicate that their carrying amount may not be recoverable. Intangible assets are typically amortized over the estimated useful life of the assets using the straight-line method.

We first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If, based on a review of qualitative factors, it is more likely than not that the fair value of a reporting unit is less than its carrying value, we perform a quantitative analysis. If the quantitative analysis indicates the carrying value of a reporting unit exceeds its fair value, we measure any goodwill impairment losses as the amount by which the carrying amount of a reporting unit exceeds its fair value, not to exceed the total amount of goodwill allocated to that reporting unit. See additional discussion in [note 6](#).

**LEASES** – Operating lease right-of-use (ROU) assets represent our right to use an underlying asset for the lease term and operating lease liabilities represent our obligation to make lease payments arising from the lease. The majority of our lease portfolio consists of retail office space in the U.S., Canada, and Australia. The contract terms for these retail offices generally are from May 1 to April 30, and generally run two to five years.

We record operating lease ROU assets and operating lease liabilities based on the discounted future minimum lease payments over the term of the lease. We generally do not include renewal options in the term of the lease. As the rates implicit in our leases are not readily determinable, we use our incremental borrowing rate based on the lease term and geographic location in calculating the discounted future minimum lease payments.

We recognize lease expenses for our operating leases on a straight-line basis. For lease payments that are subject to adjustments based on indexes or rates, the most current index or rate adjustments were included in the measurement of our ROU assets and lease liabilities at commencement of the lease. Variable lease costs, including non-lease components (such as common area maintenance, utilities, insurance, and taxes) and certain index-based changes in lease payments, are expensed as incurred. Our ROU assets are reviewed for impairment whenever events or changes in circumstances indicate that their carrying amount may not be recoverable.

**FOREIGN CURRENCY** – The financial statements of the Company's foreign operations are translated into U.S. dollars. Assets and liabilities are translated at current exchange rates as of the balance sheet date, equity accounts at historical exchange rates, while income statement accounts are translated at the average rates in effect during the year. Translation adjustments are not included in net income, but are recorded as a separate component of other comprehensive income in stockholders' equity. Foreign currency gains and losses included in operating results for fiscal years ended June 30, 2023, June 30, 2022, April 30, 2021 and the Transition Period were not material.

**TREASURY SHARES** – We record shares of common stock repurchased by us as treasury shares, at cost, resulting in a reduction of stockholders' equity. Periodically, we may retire shares held in treasury as determined by our Board of Directors. We typically reissue treasury shares as part of our stock-based compensation programs. When shares are reissued, we determine the cost using the average cost method.

**FAIR VALUE MEASUREMENT** – We use the following classification of financial instruments pursuant to the fair value hierarchy methodologies for assets measured at fair value:

- Level 1 – inputs to the valuation are quoted prices in an active market for identical assets.
- Level 2 – inputs to the valuation include quoted prices for similar assets in active markets utilizing a third-party pricing service to determine fair value.
- Level 3 – valuation is based on significant inputs that are unobservable in the market and our own estimates of assumptions that we believe market participants would use in pricing the asset.

Assets measured on a recurring basis are initially measured at fair value and are required to be remeasured at fair value in the financial statements at each reporting date.

Fair value estimates, methods and assumptions are set forth below. The fair value was not estimated for assets and liabilities that are not considered financial instruments.

- Cash and cash equivalents, including restricted – Fair value approximates the carrying amount (Level 1).
- Receivables, net – short-term – For short-term balances the carrying values reported in the balance sheet approximate fair market value due to the relative short-term nature of the respective instruments (Level 1).
- Receivables, net – long-term – The carrying values for the long-term portion of loans to franchisees approximate fair market value due to variable interest rates, low historical delinquency rates and franchise territories serving as collateral (Level 1). Long-term EA, Refund Transfer (RT) and Instant Refund receivables are carried at net realizable value which approximates fair value (Level 3). Net realizable value is determined based on historical and projected collection rates.
- Long-term debt – The fair value of our Senior Notes is based on quotes from multiple banks (Level 2). See [note 7](#) for fair value.
- Contingent consideration – Fair value approximates the carrying amount (Level 3). See [note 10](#) for the carrying amount.

**REVENUE RECOGNITION** – Revenue is recognized upon satisfaction of performance obligations by the transfer of a product or service to the customer. Revenue is the amount of consideration we expect to receive for our services and products and excludes sales taxes. The majority of our services and products have multiple performance obligations. We have certain services for which, the various performance obligations are generally provided simultaneously at a point in time, and revenue is recognized at that time. We have certain services and products where we have multiple performance obligations that are provided at various points in time. For these services and products, we allocate the transaction price to the various performance obligations based on relative standalone selling prices and recognize the revenue when the respective performance obligations have been satisfied. We have determined that our contracts do not contain a significant financing component.

Service revenues consist of assisted and online tax preparation revenues, fees for electronic filing, revenues from RTs, Emerald Card®, Peace of Mind® (POM), Tax Identity Shield® (TIS) and Wave.

**Assisted tax preparation** services include tax preparation and electronic filing or printing of the completed tax return. Revenues from tax preparation and printing for clients that choose to print and mail their returns, are recognized when a completed return is accepted by the customer. Revenues for electronic filing are recognized when the return is electronically filed.

**Royalties** are based on contractual percentages of franchise gross receipts and are generally recorded in the period in which the services are provided by the franchisee to the customer.

**DIY tax preparation services** includes fees for online and desktop tax preparation software and for electronic filing or printing. Revenues for online software and printing for clients that choose to print and mail their returns, are recognized when the customer uses the software to complete a return. Revenues for desktop software are recognized when the software is sold to the end user. Revenues for electronic filing are recognized when the return is electronically filed.

**Refund Transfer** revenues are recognized when the Internal Revenue Service (IRS) filing acknowledgment is received and the bank account is established at our bank partner, Pathward™, N.A. (Pathward), a wholly-owned subsidiary of Pathward Financial, Inc.

**Emerald Card® and Spruce<sup>SM</sup>** revenues consist of interchange income from the use of debit cards and fees paid by cardholders. Interchange income is a fee paid by merchants to our bank partner through the interchange network. Revenues associated with Emerald Card® and Spruce<sup>SM</sup> are recognized based on authorization of cardholder transactions.

**Peace of Mind® Extended Service Plan** revenues are initially deferred and recognized over the term of the plan, based on the historical pattern of actual claims paid, as claims paid represent the transfer of POM services to the customer. The plan is effective for the life of the tax return, which can be up to six years; however, the majority of claims are incurred in years two and three after the sale of POM. POM has multiple performance obligations where we represent our clients if they are audited by a taxing authority, and assume the cost, subject to certain limits, of additional taxes owed by a client resulting from errors attributable to H&R Block. Incremental wages are also deferred and recognized over the term of the plan, in conjunction with the revenues earned.

**Tax Identity Shield®** revenues are initially deferred and are recognized as the various services are provided to the client, either by us or a third party, throughout the term of the contract, which generally ends on April 30th of the following year. TIS has multiple performance obligations where we provide clients assistance in helping protect their tax identity and access to services to help restore their tax identity, if necessary. Protection services include a daily scan of the dark web for personal information, a monthly scan for the client's social security number in credit header data, notifying clients if their information is detected on a tax return filed through H&R Block, and obtaining additional IRS identity protections when eligible.

**Interest and fee income on Emerald Advance<sup>SM</sup>** lines of credit is recorded over the life of the underlying loan.

**Wave®** revenues primarily consist of fees received to process payment transactions and are generally calculated as a percentage of the transaction amounts processed. Revenues are recognized upon authorization of the transaction.

**MARKETING AND ADVERTISING** – Advertising costs for radio and television ads are expensed over the course of the tax season, with online, print and mailing advertising expensed as incurred. Marketing and advertising expenses totaled \$286.3 million, \$284.2 million and \$262.0 million for fiscal years ended June 30, 2023, June 30, 2022 and April 30, 2021, respectively, and \$11.9 million for the Transition Period.

**EMPLOYEE BENEFIT PLANS** – We have a 401(k) defined contribution plan in the U.S., and similar plans internationally, covering eligible full-time and seasonal employees following the completion of an eligibility period. Employer contributions to these plans are discretionary and totaled \$25.6 million, \$25.1 million and \$26.6 million for continuing operations for fiscal years ended June 30, 2023, June 30, 2022 and April 30, 2021, respectively, and \$3.4 million for the Transition Period.

We have severance plans covering executives and eligible regular full-time or part-time active employees who incur a qualifying termination. Expenses related to severance benefits for continuing operations totaled \$6.9 million, \$2.6 million and \$8.4 million for fiscal years ended June 30, 2023, June 30, 2022 and April 30, 2021, respectively, and \$1.2 million for the Transition Period.

## NOTE 2: REVENUE RECOGNITION

The majority of our revenues are from our U.S. tax services business. The following table disaggregates our U.S. revenues by major service line, with revenues from our international tax services businesses and from Wave included as separate lines:

(in 000s)

	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
Revenues:				
U.S. assisted tax preparation	\$ 2,167,138	\$ 2,094,612	\$ 259,527	\$ 2,035,107
U.S. royalties	210,631	225,242	29,659	226,253
U.S. DIY tax preparation	314,758	319,086	76,106	313,055
Refund Transfers	143,310	162,893	14,269	163,329
Peace of Mind® Extended Service Plan	95,181	94,637	20,231	98,882
Tax Identity Shield®	38,265	39,114	3,928	40,624
Emerald Card® and Spruce <sup>SM</sup>	84,651	125,444	19,193	136,717
Interest and fee income on Emerald Advance <sup>SM</sup>	47,554	43,981	299	53,430
International	235,131	231,335	22,071	249,868
Wave	90,314	80,965	12,481	58,277
Other	45,252	45,961	8,342	38,445
Total revenues	\$ 3,472,185	\$ 3,463,270	\$ 466,106	\$ 3,413,987

Changes in the balances of deferred revenue for POM are as follows:

(in 000s)

POM Deferred Revenue				
	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
Balance, beginning of the period	\$ 173,486	\$ 172,759	\$ 183,871	\$ 183,685
Amounts deferred	103,136	110,679	12,464	115,114
Amounts recognized on previous deferrals	(109,365)	(109,952)	(23,576)	(114,928)
Balance, end of the period	\$ 167,257	\$ 173,486	\$ 172,759	\$ 183,871

Changes in the balances of deferred wages for POM are as follows:

(in 000s)

POM Deferred Wages				
	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
Balance, beginning of the period	\$ 19,495	\$ 17,867	\$ 20,169	\$ 21,618
Amounts deferred	14,247	12,668	8	11,367
Amounts recognized on previous deferrals	(11,914)	(11,040)	(2,310)	(12,816)
Balance, end of the period	\$ 21,828	\$ 19,495	\$ 17,867	\$ 20,169

As of June 30, 2023, deferred revenue related to POM was \$167.3 million. We expect that \$99.9 million will be recognized over the next twelve months, while the remaining balance will be recognized over the following five years. POM deferred revenues are included in deferred revenue and other liabilities in the consolidated balance sheets. POM deferred wages are included in prepaid expenses and other current assets and other noncurrent assets.

As of June 30, 2023 and 2022, TIS deferred revenue was \$25.2 million and \$25.8 million, respectively. The related liabilities are included in deferred revenue and other current liabilities in the consolidated balance sheets. All deferred revenue related to TIS as of June 30, 2023 will be recognized by April 2024.

A significant portion of our accounts receivable balances arise from services and products that we provide to our customers, with the exception of those related to EAs, which arise from purchased participation interests with our bank partner. The majority of our receivables are related to our RT product. Generally the prices of our services and products are fixed and determinable at the time of sale. For our RT product, we record a receivable for our fees which is then collected at the time the IRS issues the client's refund. Our receivables from customers are generally collected on a periodic basis during and subsequent to the tax season. See [note 4](#) for our accounts receivable balances.

### NOTE 3: EARNINGS PER SHARE

Basic and diluted earnings per share is computed using the two-class method. The two-class method is an earnings allocation formula that determines net income per share for each class of common stock and participating security according to dividends declared and participation rights in undistributed earnings. Per share amounts are computed by dividing net income from continuing operations attributable to common shareholders by the weighted average shares outstanding during each period.

The computations of basic and diluted earnings per share from continuing operations are as follows:

	(in 000s, except per share amounts)			
	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
Net income from continuing operations attributable to shareholders	\$ 561,800	\$ 560,646	\$ 91,119	\$ 590,212
Amounts allocated to participating securities	(2,272)	(2,468)	(402)	(2,413)
Net income from continuing operations attributable to common shareholders	\$ 559,528	\$ 558,178	\$ 90,717	\$ 587,799
Basic weighted average common shares	154,044	168,519	181,473	186,832
Potential dilutive shares	3,204	2,916	3,389	1,945
Dilutive weighted average common shares	157,248	171,435	184,862	188,777
Earnings per share from continuing operations attributable to common shareholders:				
Basic	\$ 3.63	\$ 3.31	\$ 0.50	\$ 3.15
Diluted	3.56	3.26	0.49	3.11

Diluted earnings per share excludes the impact of shares of common stock issuable upon the lapse of certain restrictions or the exercise of options to purchase 0.6 million, 0.4 million and 0.8 million shares of stock for fiscal years ended June 30, 2023, June 30, 2022 and April 30, 2021, respectively, and 0.3 million shares of stock for the Transition Period as the effect would be antidilutive.

## NOTE 4: RECEIVABLES

Receivables, net of their related allowance, consist of the following:

(in 000s)

As of	June 30, 2023		June 30, 2022	
	Short-term	Long-term	Short-term	Long-term
Loans to franchisees	\$ 6,344	\$ 19,206	\$ 6,194	\$ 22,036
Receivables for U.S. assisted and DIY tax preparation and related fees	11,061	6,824	18,893	2,560
H&R Block's Instant Refund <sup>SM</sup> receivables	8,499	414	3,491	198
H&R Block Emerald Advance <sup>®</sup> lines of credit	10,834	7,089	6,691	8,825
Software receivables from retailers	1,650	—	3,992	—
Royalties and other receivables from franchisees	3,416	—	3,682	73
Wave payment processing receivables	964	—	1,393	—
Other	17,219	1,108	14,111	1,172
	<u>\$ 59,987</u>	<u>\$ 34,641</u>	<u>\$ 58,447</u>	<u>\$ 34,864</u>

Balances presented above as short-term are included in receivables, while the long-term portions are included in other noncurrent assets in the consolidated balance sheets.

**Loans to Franchisees.** Franchisee loan balances consist of term loans made primarily to finance the purchase of franchises and short-term lines of credit primarily for the purpose of funding seasonal working capital needs. As of June 30, 2023 and 2022 loans with a principal balance more than 90 days past due, or on non-accrual status, are not material.

The credit quality of these receivables is assessed at origination at an individual franchisee level. Payment history is monitored on a regular basis. Based upon our internal analysis and underwriting activities, we believe all loans to franchisees are of similar credit quality. Loans are evaluated for collectibility when they become delinquent or more than 90 days past due. Amounts deemed to be uncollectible are written off to bad debt expense and bad debt related to these loans has typically been immaterial. Additionally, the franchise territory serves as additional protection in the event a franchisee defaults on the loan, as we may revoke franchise rights, write off the remaining balance of the loan and rebrand the territory or begin operating it as company-owned.

**H&R Block's Instant Refund<sup>SM</sup>.** Our Canadian operations advance refunds due to certain clients from the Canada Revenue Agency (CRA), in exchange for a fee. The total fee we charge for this service is mandated by legislation which is administered by the CRA. The client assigns to us the full amount of the tax refund to be issued by the CRA and the refund is then sent by the CRA directly to us. The amount we advance to clients under this program is the amount of their estimated refund, less our fees, any amounts expected to be withheld by the CRA for amounts the client may owe to government authorities and any amounts owed to us from prior years. The CRA system for tracking amounts due to various government agencies also indicates if the client has already filed a return, does not exist in CRA records, or is bankrupt. This serves to greatly reduce the amounts of uncollectible receivables and the risk of fraudulent returns. H&R Block's Instant Refund<sup>SM</sup> amounts are generally received from the CRA within 60 days of filing the client's return, with the remaining balance collectible from the client.

Credit losses from these receivables are not specifically identified and charged off; instead we review the credit quality of these receivables on a pooled basis, segregated by the tax return year of origination with older years being deemed more unlikely to be repaid. At the end of the fiscal year, the outstanding balances on these receivables are evaluated based on collections received and expected collections over subsequent tax seasons. We establish an allowance for credit losses at an amount that we believe reflects the receivable at net realizable value. In December of each year we charge-off the receivables to an amount we believe represents the net realizable value.

Balances and amounts on non-accrual status and classified as impaired, or more than 60 days past due, by tax return year of origination, as of June 30, 2023 are as follows:

(in 000s)		
Tax return year of origination	Balance	More Than 60 Days Past Due
2022	\$ 10,608	\$ 7,920
2021 and prior	283	283
	10,891	\$ 8,203
Allowance	(1,978)	
Net balance	\$ 8,913	

**H&R Block Emerald Advance® lines of credit.** EAs are typically offered to clients in our offices from mid-November through mid-January, in amounts up to \$1,000. If the borrower meets certain criteria as agreed in the loan terms, the line of credit can be utilized year-round. EA balances require an annual paydown on February 15<sup>th</sup>, and any amounts unpaid are placed on non-accrual status as of March 1<sup>st</sup>. Payments on past due amounts are applied to principal. These lines of credit are offered by our bank partner. We purchase participation interests in their loans, as discussed further in [note 10](#).

Credit losses from EAs are not specifically identified and charged off; instead we review the credit quality of these receivables on a pooled basis, segregated by the fiscal year of origination with older years being deemed more unlikely to be repaid. At the end of the fiscal year, the outstanding balances on these receivables are evaluated based on collections received and expected collections over subsequent tax seasons. We establish an allowance for credit losses at an amount that we believe reflects the receivable at net realizable value. In December of each year we charge-off the receivables to an amount we believe represents the net realizable value.

Balances and amounts on non-accrual status and classified as impaired, or more than 60 days past due, by fiscal year of origination as of June 30, 2023, are as follows:

(in 000s)		
Fiscal year of origination	Balance	Non-Accrual
2023	\$ 28,031	\$ 28,031
2022 and prior	3,040	3,040
Revolving loans	14,238	13,118
	45,309	\$ 44,189
Allowance	(27,386)	
Net balance	\$ 17,923	



**Allowance for Credit Losses.** Activity in the allowance for credit losses for EAs and all other short-term and long-term receivables for the periods ended June 30, 2023, June 30, 2022, June 30, 2021 and April 30, 2021 is as follows:

	(in 000s)		
	EAs	All Other	Total
Balances as of May 1, 2020	\$ 32,034	\$ 50,446	\$ 82,480
Provision for credit losses	14,319	59,132	73,451
Charge-offs, recoveries and other	(18,649)	(53,774)	(72,423)
Balances as of April 30, 2021	27,704	55,804	83,508
Provision for credit losses	—	4,617	4,617
Charge-offs, recoveries and other	—	(149)	(149)
Balances as of June 30, 2021	27,704	60,272	87,976
Provision for credit losses	14,814	51,993	66,807
Charge-offs, recoveries and other	(16,377)	(61,139)	(77,516)
Balances as of June 30, 2022	26,141	51,126	77,267
Provision for credit losses	16,059	36,231	52,290
Charge-offs, recoveries and other	(14,814)	(52,249)	(67,063)
Balances as of June 30, 2023	\$ 27,386	\$ 35,108	\$ 62,494

## NOTE 5: PROPERTY AND EQUIPMENT

The components of property and equipment, net of accumulated depreciation and amortization, are as follows:

	(in 000s)	
As of	June 30, 2023	June 30, 2022
Buildings	\$ 28,954	\$ 34,303
Computers and other equipment	49,750	48,837
Leasehold improvements	49,428	38,142
Purchased software	506	1,253
Land and other non-depreciable assets	1,377	1,377
	\$ 130,015	\$ 123,912

Depreciation expense of property and equipment for continuing operations for fiscal years ended June 30, 2023, June 30, 2022 and April 30, 2021 was \$58.5 million, \$64.7 million and \$73.4 million, respectively and was \$10.8 million for the Transition Period.

The carrying value of long-lived assets held outside the U.S., which is comprised of property and equipment, totaled \$19.2 million and \$15.4 million as of June 30, 2023 and 2022 respectively.

## NOTE 6: GOODWILL AND INTANGIBLE ASSETS

Changes in the carrying amount of goodwill for the periods ended June 30, 2023 and 2022 are as follows:

(in 000s)

	Goodwill	Accumulated Impairment Losses	Net
Balances as of July 1, 2021	\$ 892,818	\$ (138,297)	\$ 754,521
Acquisitions	18,696	—	18,696
Disposals and foreign currency changes, net	(12,816)	—	(12,816)
Impairments	—	—	—
Balances as of June 30, 2022	898,698	(138,297)	760,401
Acquisitions <sup>(1)</sup>	<b>23,832</b>	—	<b>23,832</b>
Disposals and foreign currency changes, net	<b>(8,780)</b>	—	<b>(8,780)</b>
Impairments	—	—	—
Balances as of June 30, 2023	<b>\$ 913,750</b>	<b>\$ (138,297)</b>	<b>\$ 775,453</b>

<sup>(1)</sup> All goodwill added during the period is expected to be tax-deductible for federal income tax reporting.

We test goodwill for impairment annually as of February 1, or more frequently if events occur or circumstances change which would, more likely than not, reduce the fair value of a reporting unit below its carrying value.

Components of intangible assets are as follows:

(in 000s)

	Gross Carrying Amount	Accumulated Amortization	Net
June 30, 2023:			
Reacquired franchise rights	\$ 392,452	\$ (212,495)	\$ 179,957
Customer relationships	351,695	(301,062)	50,633
Internally-developed software	133,380	(120,054)	13,326
Noncompete agreements	42,596	(39,617)	2,979
Franchise agreements	19,201	(18,668)	533
Purchased technology	122,700	(96,565)	26,135
Trade name	5,800	(2,320)	3,480
	<b>\$ 1,067,824</b>	<b>\$ (790,781)</b>	<b>\$ 277,043</b>
June 30, 2022:			
Reacquired franchise rights	\$ 379,114	\$ (197,068)	\$ 182,046
Customer relationships	331,020	(278,717)	52,303
Internally-developed software	137,638	(107,111)	30,527
Noncompete agreements	41,789	(37,684)	4,105
Franchise agreements	19,201	(17,388)	1,813
Purchased technology	122,700	(87,910)	34,790
Trade name	5,800	(1,740)	4,060
	<b>\$ 1,037,262</b>	<b>\$ (727,618)</b>	<b>\$ 309,644</b>

Amortization of intangible assets for continuing operations for the fiscal years ended June 30, 2023, June 30, 2022 and April 30, 2021 was \$72.0 million, \$77.5 million and \$83.4 million, respectively, and was \$13.8 million for the Transition Period. Estimated amortization of intangible assets for fiscal years 2024, 2025, 2026, 2027 and 2028 is \$55.6 million, \$32.8 million, \$23.6 million, \$17.8 million and \$10.5 million, respectively.

We made payments to acquire businesses totaling \$48.2 million, \$35.9 million and \$15.6 million during the fiscal years ended June 30, 2023, June 30, 2022 and April 30, 2021, respectively, and \$0.8 million for the Transition

Period. The amounts and weighted-average lives of assets acquired during fiscal year 2023, including amounts capitalized related to internally-developed software, are as follows:

(dollars in 000s)		
	Amount	Weighted-Average Life (in years)
Internally-developed software	\$ 3,354	2
Customer relationships	22,161	5
Reacquired franchise rights	13,586	4
Noncompete agreements	836	5
Total	\$ 39,937	5

## NOTE 7: LONG-TERM DEBT

The components of long-term debt are as follows:

(in 000s)		
As of	June 30, 2023	June 30, 2022
Senior Notes, 5.250%, due October 2025 <sup>(1)</sup>	\$ 350,000	\$ 350,000
Senior Notes, 2.500%, due July 2028 <sup>(1)</sup>	500,000	500,000
Senior Notes, 3.875%, due August 2030 <sup>(1)</sup>	650,000	650,000
Debt issuance costs and discounts	(11,025)	(13,124)
Total long-term debt	1,488,975	1,486,876
Less: Current portion	—	—
Long-term portion	\$ 1,488,975	\$ 1,486,876
Estimated fair value of long-term debt	\$ 1,339,000	\$ 1,377,000

<sup>(1)</sup> The Senior Notes are not redeemable by the bondholders prior to maturity, although we have the right to redeem some or all of these notes at any time, at specified redemption prices. The interest rates on our Senior Notes are subject to adjustment based upon our credit ratings.

Our unsecured committed line of credit (CLOC) provides for an unsecured senior revolving credit facility in the aggregate principal amount of \$1.5 billion, which includes a \$175.0 million sublimit for swingline loans and a \$50.0 million sublimit for standby letters of credit. We may request increases in the aggregate principal amount of the revolving credit facility of up to \$500.0 million, subject to obtaining commitments from lenders and meeting certain other conditions. The CLOC will mature on June 11, 2026, unless extended pursuant to the terms of the CLOC, at which time all outstanding amounts thereunder will be due and payable. Our CLOC includes an annual facility fee, which will vary depending on our then current credit ratings.

The CLOC is subject to various conditions, triggers, events or occurrences that could result in earlier termination and contains customary representations, warranties, covenants and events of default, including, without limitation: (1) a covenant requiring the Company to maintain a debt-to-EBITDA ratio, as defined by the CLOC agreement, calculated on a consolidated basis of no greater than (a) 3.50 to 1.00 as of the last day of each fiscal quarter ending on March 31, June 30, and September 30 of each year and (b) 4.50 to 1.00 as of the last day of each fiscal quarter ending on December 31 of each year; (2) a covenant requiring us to maintain an interest coverage ratio (EBITDA-to-interest expense) calculated on a consolidated basis of not less than 2.50 to 1.00 as of the last date of any fiscal quarter; and (3) covenants restricting our ability to incur certain additional debt, incur liens, merge or consolidate with other companies, sell or dispose of assets (including equity interests), liquidate or dissolve, engage in certain transactions with affiliates or enter into certain restrictive agreements. The CLOC includes provisions for an equity cure which could potentially allow us to independently cure certain defaults. Proceeds under the CLOC may be used for working capital needs or for other general corporate purposes. We were in compliance with these requirements as of June 30, 2023.

We had no outstanding balance under our CLOC as of June 30, 2023 and amounts available to borrow were not limited by the debt-to-EBITDA covenant as of June 30, 2023.

**OTHER INFORMATION** – The aggregate payments required to retire long-term debt are \$350.0 million in fiscal year 2026, \$500.0 million in fiscal year 2029 and \$650.0 million in fiscal year 2031.

## NOTE 8: STOCK-BASED COMPENSATION

We have a stock-based Long Term Incentive Plan (Plan), under which we can grant stock options, restricted shares, performance-based share units, restricted share units, deferred stock units and other forms of equity to employees, non-employee directors and consultants. Stock-based compensation expense and related tax items are as follows:

(in 000s)

	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
Stock-based compensation expense	\$ 31,326	\$ 34,252	\$ 4,700	\$ 28,271
Tax benefit	7,386	6,494	1,016	1,802
Realized tax benefit	6,942	5,438	2,356	1,690

As of June 30, 2023, we had 9.3 million shares reserved for future awards under our Plan. We issue treasury shares to satisfy the exercise or vesting of stock-based awards and believe we have adequate treasury shares available for future issuances.

We measure the fair value of restricted share units (other than performance-based share units) based on the closing price of our common stock on the grant date. We measure the fair value of performance-based share units based on the Monte Carlo valuation model, taking into account, as necessary, those provisions of the performance-based share units that are characterized as market conditions. We generally expense the grant-date fair value, net of estimated forfeitures, over the vesting period on a straight-line basis.

Options and restricted share units (other than performance-based share units) granted to employees typically vest pro-rata based upon service over a three-year period with a portion vesting each year. Performance-based share units granted to employees typically cliff vest at the end of a three-year period based upon satisfaction of both service-based and performance-based requirements. The number of performance-based share units that ultimately vest can range from zero up to 200 percent of the number granted, based on the form of the award, which can vary by year of grant. The performance metrics for these awards typically consist of earnings before interest, taxes, depreciation and amortization (EBITDA), EBITDA growth, return on invested capital, total shareholder return or our stock price. Deferred stock units granted to non-employee directors vest when they are granted and are settled six months after the director separates from service as a director of the Company, except in the case of death.

All share units granted to employees and non-employee directors receive cumulative dividend equivalents to the extent of the units ultimately vesting at the time of distribution. Options granted under our Plan have a maximum contractual term of ten years.

A summary of restricted share units and deferred stock units, including those that are performance-based, for the year ended June 30, 2023, is as follows:

(shares in 000s)

	Restricted Share Units and Deferred Stock Units		Performance-Based Share Units	
	Shares	Weighted- Average Grant Date Fair Value	Shares	Weighted- Average Grant Date Fair Value
Outstanding, beginning of the year	1,970	\$ 24.40	1,918	\$ 23.79
Granted	625	43.96	487	48.09
Released	(694)	22.98	(580)	31.54
Forfeited	(151)	32.88	(138)	34.84
Outstanding, end of the year	1,750	\$ 30.96	1,687	\$ 25.04

The total fair value of shares vesting during fiscal years ended June 30, 2023, June 30, 2022 and April 30, 2021 was \$33.6 million, \$33.3 million and \$16.1 million, respectively, and was \$12.3 million for the Transition Period. As

of June 30, 2023, we had \$41.3 million of total unrecognized compensation cost related to these shares. This cost is expected to be recognized over a weighted-average period of two years.

When valuing our performance-based share units on the grant date, we typically estimate the expected volatility using historical volatility for H&R Block, Inc. and selected comparable companies. The dividend yield is calculated based on the current dividend and the market price of our common stock on the grant date. The risk-free interest rate is based on the U.S. Treasury zero-coupon yield curve in effect on the grant date. Both expected volatility and the risk-free interest rate are based on a period that approximates the expected term. There were no performance-based share units issued during the Transition Period. The following assumptions were used to value performance-based share units using the Monte Carlo valuation model during the periods:

	Year Ended June 30, 2023	Year Ended June 30, 2022	Year Ended April 30, 2021
Expected volatility	24.80% - 163.58%	23.19% - 88.48%	21.14% - 84.49%
Expected term	3 years	3 years	3 years
Dividend yield <sup>(1)</sup>	0%	0%	0%-3.95%
Risk-free interest rate	3.43%	0.37 %	0.14% - 0.18%
Weighted-average fair value	\$ 48.58	\$ 27.07	\$ 16.74

<sup>(1)</sup> The valuation model assumes that dividends are reinvested by the Company on a continuous basis.

## NOTE 9: INCOME TAXES

We file a consolidated federal income tax return in the U.S. with the IRS and file tax returns in various state, local, and foreign jurisdictions. Tax returns are typically examined and either settled upon completion of the examination or through the appeals process. With respect to federal, state and local jurisdictions and countries outside of the U.S., we are typically subject to examination for three to six years after the income tax returns have been filed. On November 7, 2022, the IRS commenced their examination of our 2020 tax return and related carryback claims to tax years 2015 through 2018. Our U.S. federal income tax returns for tax years 2014 and prior are closed. Although the outcome of tax audits is always uncertain, we believe that adequate amounts of tax, interest, and penalties have been provided for in the accompanying consolidated financial statements for any adjustments that might be incurred due to federal, state, local or foreign audits.

The components of income from continuing operations upon which domestic and foreign income taxes have been provided are as follows:

	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
Domestic	\$ 447,900	\$ 478,166	\$ 145,714	\$ 489,499
Foreign	263,312	180,903	(24,719)	179,237
	\$ 711,212	\$ 659,069	\$ 120,995	\$ 668,736

We operate in multiple income tax jurisdictions both within the U.S. and internationally. Accordingly, management must determine the appropriate allocation of income to each of these jurisdictions based on transfer pricing analyses of comparable companies and predictions of future economic conditions. Although these intercompany transactions reflect arm's length terms and the proper transfer pricing documentation is in place, transfer pricing terms and conditions may be scrutinized by local tax authorities during an audit and any resulting changes may impact our mix of earnings in countries with differing statutory tax rates.

The reconciliation between the statutory U.S. federal tax rate and our effective tax rate from continuing operations is as follows:

	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
U.S. statutory tax rate	21.0 %	21.0 %	21.0 %	21.0 %
Change in tax rate resulting from:				
State income taxes, net of federal income tax benefit	1.6 %	2.1 %	2.9 %	1.8 %
Earnings taxed in foreign jurisdictions	(2.9)%	(2.4)%	0.8 %	(1.2)%
Permanent differences	0.6 %	0.9 %	0.4 %	0.5 %
Uncertain tax positions	(0.9)%	(6.3)%	2.9 %	7.5 %
U.S. tax on income from foreign affiliates	3.1 %	2.0 %	(1.6)%	1.0 %
Remeasurement of deferred tax assets and liabilities	— %	(0.2)%	(1.0)%	(0.1)%
Changes in prior year estimates	(0.2)%	0.1 %	— %	(0.5)%
Federal income tax credits	(1.3)%	(2.6)%	(0.5)%	(0.9)%
Tax benefit due to NOL carryback under CARES Act	(0.2)%	(0.1)%	— %	(17.5)%
Tax deductible write-down of foreign investment	— %	0.6 %	(0.2)%	(1.7)%
Change in valuation allowance - domestic	(0.4)%	0.2 %	— %	(0.2)%
Change in valuation allowance - foreign	0.7 %	(0.3)%	0.3 %	1.7 %
Other	(0.1)%	(0.1)%	(0.3)%	0.3 %
Effective tax rate	21.0 %	14.9 %	24.7 %	11.7 %

Our effective tax rate from continuing operations was 21.0%, 14.9% and 11.7% for fiscal years ended June 30, 2023, June 30, 2022 and April 30, 2021, respectively, and was 24.7% for the Transition Period. The increase in the effective tax rate for the year ended June 30, 2023 compared to the year ended June 30, 2022 is primarily due to lower benefits in the current year resulting from the expiration of statutes of limitations related to uncertain tax positions.

The components of income tax expense for continuing operations are as follows:

	(in 000s)			
	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
Current:				
Federal	\$ 97,430	\$ 121,319	\$ 11,563	\$ 58,834
State	19,023	25,108	743	12,000
Foreign	18,214	8,956	(1,481)	26,032
	134,667	155,383	10,825	96,866
Deferred:				
Federal	23,367	(58,487)	16,950	2,493
State	1,860	(2,016)	4,809	(11,368)
Foreign	(10,482)	3,543	(2,708)	(9,467)
	14,745	(56,960)	19,051	(18,342)
Total income taxes for continuing operations	\$ 149,412	\$ 98,423	\$ 29,876	\$ 78,524

We account for income taxes under the asset and liability method, which requires us to record deferred income tax assets and liabilities for future tax consequences attributable to differences between the financial statement carrying value of existing assets and liabilities and their respective tax basis. Deferred taxes are determined separately for each tax-paying component within each tax jurisdiction based on provisions of enacted tax law. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

We record a valuation allowance to reduce our deferred tax assets to the estimated amount that we believe is more likely than not to be realized. Determination of a valuation allowance for deferred tax assets requires that we make judgments about future matters that are not certain, including projections of future taxable income and evaluating potential tax-planning strategies.

The significant components of deferred tax assets and liabilities are reflected in the following table:

(in 000s)		
As of	June 30, 2023	June 30, 2022
Deferred tax assets:		
Accrued expenses	\$ 2,540	\$ 1,917
Deferred revenue	17,702	35,519
Allowance for credit losses	22,715	30,565
Deferred and stock-based compensation	6,629	6,964
Net operating loss carry-forward	116,956	105,710
Lease liabilities	111,721	109,397
Federal tax benefits related to state unrecognized tax benefits	22,037	19,115
Property and equipment	—	9,846
Intangibles - intellectual property	80,879	77,123
Valuation allowance	(57,566)	(55,172)
Total deferred tax assets	323,613	340,984
Deferred tax liabilities:		
Prepaid expenses and other	(5,954)	(4,723)
Lease right of use assets	(109,814)	(107,445)
Property and equipment	(1,421)	—
Income tax method change	(1,018)	(5,892)
Intangibles	(56,651)	(59,424)
Total deferred tax liabilities	(174,858)	(177,484)
Net deferred tax assets	\$ 148,755	\$ 163,500

A reconciliation of the deferred tax assets and liabilities and the corresponding amounts reported in the consolidated balance sheets is as follows:

(in 000s)		
As of	June 30, 2023	June 30, 2022
Deferred income tax assets	\$ 152,699	\$ 163,500
Deferred tax liabilities	(3,944)	—
Net deferred tax asset	\$ 148,755	\$ 163,500

Changes in our valuation allowance for fiscal years ended June 30, 2023, June 30, 2022 and April 30, 2021 and for the Transition Period are as follows:

(in 000s)

	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
Balance, beginning of the period	\$ 55,172	\$ 55,784	\$ 55,401	\$ 45,124
Additions charged to costs and expenses	6,438	4,752	389	13,492
Deductions	(4,044)	(5,364)	(6)	(3,215)
Balance, end of the period	\$ 57,566	\$ 55,172	\$ 55,784	\$ 55,401

Our valuation allowance on deferred tax assets has a net increase of \$2.4 million during the current period. The gross increase in valuation allowance of \$6.4 million is primarily related to net operating loss deferred tax assets generated in foreign jurisdictions that we do not expect to utilize in future years. This increase is offset by a \$4.0 million decrease to our valuation allowance balance for adjustments to certain domestic and foreign net operating losses utilized in the current fiscal year and changes in future projections of net operating loss utilization.

Certain of our subsidiaries file stand-alone returns in various state, local and foreign jurisdictions, and others join in filing consolidated or combined returns in such jurisdictions. As of June 30, 2023, we had net operating losses in various states and foreign jurisdictions. The amount of state and foreign net operating losses varies by taxing jurisdiction. We maintain a valuation allowance of \$19.3 million on state net operating losses and \$36.2 million on foreign net operating losses for the portion of such losses that, more likely than not, will not be realized. Of the \$117.0 million of net operating loss deferred tax assets, \$25.7 million will expire in varying amounts during fiscal years 2024 through 2041 and the remaining \$91.3 million have no expiration. Of the total net operating loss deferred tax assets, \$61.4 million are more likely than not to be realized.

We do not currently intend to repatriate non-borrowed funds held by our foreign subsidiaries in a manner that would trigger a tax liability; therefore, no provision has been made for income taxes that might be payable upon remittance of such earnings. The amount of unrecognized tax liability on these foreign earnings, net of expected foreign tax credits, is immaterial as of June 30, 2023.

Changes in unrecognized tax benefits for fiscal years ended June 30, 2023, June 30, 2022 and April 30, 2021 and for the Transition Period are as follows:

(in 000s)

	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
Balance, beginning of the period	\$ 232,004	\$ 264,323	\$ 264,810	\$ 168,062
Additions based on tax positions related to prior years	1,252	2,499	485	121,364
Reductions based on tax positions related to prior years	—	(5,332)	(1,209)	(34,470)
Additions based on tax positions related to the current year	33,330	32,948	679	43,800
Reductions related to settlements with tax authorities	(661)	(9,800)	(442)	(29,362)
Expiration of statute of limitations	(25,862)	(52,634)	—	(4,584)
Balance, end of the period	\$ 240,063	\$ 232,004	\$ 264,323	\$ 264,810

Included in the total gross unrecognized tax benefit ending balance as of June 30, 2023, June 30, 2022, June 30, 2021 and April 30, 2021, are \$209.0 million, \$203.7 million, \$224.5 million and \$214.9 million, respectively, which if recognized, would impact our effective tax rate. Increases from prior year are primarily related to additions based on current year tax positions offset by expirations of statute of limitations and settlements with taxing authorities.

We believe it is reasonably possible that the balance of unrecognized tax benefits could decrease by approximately \$33.7 million within the next twelve months. The anticipated decrease is due to the expiration of statutes of limitations, anticipated closure of various tax matters currently under examination, and settlements with tax authorities. For such matters where a change in the balance of unrecognized tax benefits is not yet deemed reasonably possible, no estimate has been included.



Interest and penalties, if any, accrued on the unrecognized tax benefits are reflected in income tax expense. The total gross interest and penalties accrued as of June 30, 2023 and 2022 totaled \$32.6 million and \$22.7 million, respectively.

## NOTE 10: COMMITMENTS AND CONTINGENCIES

Assisted tax returns are covered by our 100% accuracy guarantee, whereby we will reimburse a client for penalties and interest attributable to an H&R Block error on a return. DIY tax returns are covered by our 100% accuracy guarantee, whereby we will reimburse a client up to a maximum of \$10,000, if our software makes an arithmetic error that results in payment of penalties and/or interest to the respective taxing authority that a client would otherwise not have been required to pay. Our liability related to estimated losses under the 100% accuracy guarantee was \$15.8 million and \$14.0 million as of June 30, 2023 and 2022, respectively. The short-term and long-term portions of this liability are included in deferred revenue and other liabilities in the consolidated balance sheets.

Liabilities related to acquisitions for (1) estimated contingent consideration based on expected financial performance of the acquired business and economic conditions at the time of acquisition and (2) estimated accrued compensation related to continued employment of key employees were \$18.3 million and \$12.9 million as of June 30, 2023 and 2022, respectively, with amounts recorded in deferred revenue and other liabilities. These liabilities will be settled within the next ten years. Should actual results differ from our estimates, future payments made will differ from the above estimate and any differences will be recorded in results from continuing operations.

We have contractual commitments to fund certain franchises with approved short-term lines of credit for the purpose of meeting their seasonal working capital needs. Our total obligation under these lines of credit was \$0.4 million as of June 30, 2023, and net of amounts drawn and outstanding, our remaining commitment to fund totaled \$0.2 million.

In March 2020, the U.S. government enacted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to provide economic and other relief as a result of the COVID-19 pandemic. The CARES Act includes, among other items, provisions relating to refundable employee retention payroll tax credits. Due to the complex nature of the employee retention credit computations, any benefits we may receive are uncertain and may significantly differ from our current estimates. We plan to record any benefit related to these credits upon both the receipt of the benefit and the resolution of the uncertainties, including, but not limited to, the completion of any potential audit or examination, or the expiration of the related statute of limitations. During the year ended June 30, 2023, we received \$15.4 million related to these credits and recognized \$5.1 million as an offset to related operating expense. During the year ended June 30, 2022, we received \$7.3 million related to these credits and recognized \$2.2 million as an offset to related operating expense. As of June 30, 2023 and 2022 we had deferred balances of \$15.4 million and \$5.1 million, respectively, which is recorded in deferred revenue and other current liabilities.

We are self-insured for certain risks, including employer provided medical benefits, workers' compensation, property, general liability, tax errors and omissions, and claims related to POM. These programs maintain various self-insured retentions and commercial insurance is purchased in excess of the self-insured retentions for all but POM in company-owned offices and employer provided medical benefits. We accrue estimated losses for self-insured retentions using actuarial models and assumptions based on historical loss experience.

We have a deferred compensation plan that permits certain employees to defer portions of their compensation and accrue income on the deferred amounts. As of June 30, 2023 and 2022, \$10.5 million is included in deferred revenue and other liabilities reflecting our obligation under this plan.

Emerald Advances are originated by Pathward, and pursuant to our participation agreement, we purchase a 90% participation interest in each advance made by Pathward. See [note 4](#) for additional information about these balances.

Refund Advance loans are originated by Pathward and offered to certain assisted U.S. tax preparation clients, based on client eligibility as determined by Pathward. We pay fees primarily based on loan size and customer type. We have provided a guarantee up to \$18.0 million related to certain loans to clients prior to the IRS accepting electronic filing. We accrued an estimated liability of \$0.7 million at June 30, 2023 related to this guarantee. As of

June 30, 2022 we had \$0.6 million accrued under the RA guarantee agreement, and we paid \$0.5 million, net of recoveries, related to that guarantee during the fiscal year ended June 30, 2023.

We offer POM to U.S. and Canadian clients, whereby we (1) represent our clients if they are audited by a taxing authority, and (2) assume the cost, subject to certain limits, of additional taxes owed by a client resulting from errors attributable to H&R Block. The additional taxes paid under POM have a cumulative limit of \$6,000 for U.S. clients and \$3,000 CAD for Canadian clients with respect to the federal, state/provincial and local tax returns we prepared for applicable clients during the taxable year protected by POM. A loss on POM would be recognized if the sum of expected costs for services exceeded unearned revenue.

## NOTE 11: LEASES

Our lease costs and other information related to operating leases consisted of the following:

	(dollars in 000s)			
	Year Ended June 30, 2023	Year Ended June 30, 2022	Two Months Ended June 30, 2021 (Transition Period)	Year Ended April 30, 2021
Operating lease costs	\$ 238,899	\$ 233,004	\$ 36,853	\$ 239,357
Variable lease costs	85,239	79,923	14,359	77,758
Subrental income	(575)	(520)	(52)	(650)
Total lease costs	\$ 323,563	\$ 312,407	\$ 51,160	\$ 316,465
Cash paid for operating lease costs	\$ 236,423	\$ 236,946	\$ 35,394	\$ 240,299
New operating right of use assets and related lease liabilities	\$ 253,755	\$ 222,352	\$ 48,307	\$ 167,827
Weighted-average remaining operating lease term (years)	2	2	2	3
Weighted-average operating lease discount rate	4.1%	2.8 %	2.9 %	3.0 %

Aggregate operating lease maturities as of June 30, 2023 are as follows:

	(in 000s)
2024	\$ 219,082
2025	138,740
2026	61,387
2027	28,463
2028	11,838
2029 and thereafter	9,168
Total future undiscounted operating lease payments	468,678
Less imputed interest	(22,744)
Total operating lease liabilities	\$ 445,934

## NOTE 12: LITIGATION AND OTHER RELATED CONTINGENCIES

We are a defendant in numerous litigation and arbitration matters, arising both in the ordinary course of business and otherwise, including as described below. The matters described below are not all of the lawsuits or arbitrations to which we are subject. In some of the matters, very large or indeterminate amounts, including punitive damages, may be sought. U.S. jurisdictions permit considerable variation in the assertion of monetary damages or other relief. Jurisdictions may permit claimants not to specify the monetary damages sought or may permit claimants to state only that the amount sought is sufficient to invoke the jurisdiction. In addition, jurisdictions may permit plaintiffs to allege monetary damages in amounts well exceeding reasonably possible verdicts in the jurisdiction for similar matters. We believe that the monetary relief which may be specified in a lawsuit or claim bears little relevance to its merits or disposition value due to this variability in pleadings and our experience in handling and resolving numerous claims over an extended period of time.

The outcome of a matter and the amount or range of potential loss at particular points in time may be difficult to ascertain. Among other things, uncertainties can include how fact finders will evaluate documentary evidence and the credibility and effectiveness of witness testimony, and how courts and arbitrators will apply the law.

Disposition valuations are also subject to the uncertainty of how opposing parties and their counsel will view the relevant evidence and applicable law.

In addition to litigation and arbitration matters, we are also subject to other loss contingencies arising out of our business activities, including as described below.

We accrue liabilities for litigation, arbitration and other related loss contingencies and any related settlements when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated. If a range of loss is estimated, and some amount within that range appears to be a better estimate than any other amount within that range, then that amount is accrued. If no amount within the range can be identified as a better estimate than any other amount, we accrue the minimum amount in the range.

For such matters where a loss is believed to be reasonably possible, but not probable, or the loss cannot be reasonably estimated, no accrual has been made. It is possible that such matters could require us to pay damages or make other expenditures or accrue liabilities in amounts that could not be reasonably estimated as of June 30, 2023. While the potential future liabilities could be material in the particular quarterly or annual periods in which they are recorded, based on information currently known, we do not believe any such liabilities are likely to have a material adverse effect on our business and our consolidated financial position, results of operations, and cash flows. As of June 30, 2023 and 2022 our total accrued liabilities were \$0.2 million and \$1.7 million, respectively.

Our estimate of the aggregate range of reasonably possible losses includes (1) matters where a liability has been accrued and there is a reasonably possible loss in excess of the amount accrued for that liability, and (2) matters where a liability has not been accrued but we believe a loss is reasonably possible. This aggregate range only represents those losses as to which we are currently able to estimate a reasonably possible loss or range of loss. It does not represent our maximum loss exposure.

Matters for which we are not currently able to estimate the reasonably possible loss or range of loss are not included in this range. We are often unable to estimate the possible loss or range of loss until developments in such matters have provided sufficient information to support an assessment of the reasonably possible loss or range of loss, such as precise information about the amount of damages or other remedies being asserted, the defenses to the claims being asserted, discovery from other parties and investigation of factual allegations, rulings by courts or arbitrators on motions or appeals, analyses by experts, or the status or terms of any settlement negotiations.

The estimated range of reasonably possible loss is based upon currently available information and is subject to significant judgment and a variety of assumptions, as well as known and unknown uncertainties. The matters underlying the estimated range will change from time to time, and actual results may vary significantly from the current estimate. As of June 30, 2023, we believe the estimate of the aggregate range of reasonably possible losses in excess of amounts accrued, where the range of loss can be estimated, is not material.

At the end of each reporting period, we review relevant information with respect to litigation, arbitration and other related loss contingencies and update our accruals, disclosures, and estimates of reasonably possible loss or range of loss based on such reviews. Costs incurred with defending matters are expensed as incurred. Any receivable for insurance recoveries is recorded separately from the corresponding liability, and only if recovery is determined to be probable and reasonably estimable.

We believe we have meritorious defenses to the claims asserted in the various matters described in this note, and we intend to defend them vigorously. The amounts claimed in the matters are substantial, however, and there can be no assurances as to their outcomes. In the event of unfavorable outcomes, it could require modifications to our operations; in addition, the amounts that may be required to be paid to discharge or settle the matters could be substantial and could have a material adverse impact on our business and our consolidated financial position, results of operations, and cash flows.

## **LITIGATION, CLAIMS OR OTHER LOSS CONTINGENCIES PERTAINING TO CONTINUING OPERATIONS –**

On May 6, 2019, the Los Angeles City Attorney filed a lawsuit on behalf of the People of the State of California in the Superior Court of California, County of Los Angeles (Case No. 19STCV15742). The case is styled The People of the State of California v. HRB Digital LLC, et al. The complaint alleges that H&R Block, Inc. and HRB Digital LLC engaged in unfair, fraudulent and deceptive business practices and acts in connection with the IRS Free File Program in violation of the California Unfair Competition Law, California Business and Professions Code §§17200 et seq. The complaint seeks injunctive relief, restitution of monies paid to H&R Block by persons in the State of California who were eligible to file under the IRS Free File Program for the time period starting 4 years prior to the date of the filing of the complaint, pre-judgment interest, civil penalties and costs. The City Attorney subsequently dismissed H&R Block, Inc. from the case and amended its complaint to add HRB Tax Group, Inc. We filed a motion for summary judgment, which was denied. The August 14, 2023 trial date was continued. A new trial date has not yet been set. We have not concluded that a loss related to this matter is probable, nor have we accrued a liability related to this matter.

We have received and are responding to certain governmental inquiries relating to the IRS Free File Program and our DIY tax preparation services. In February 2023, we received a demand and draft complaint from the Federal Trade Commission (FTC) relating to our DIY tax preparation services. If the parties are not able to reach amicable resolution, the FTC may seek resolution through litigation. We have not concluded that a loss related to these matters is probable, nor have we accrued a liability related to these matters.

**DISCONTINUED MORTGAGE OPERATIONS** – Although SCC ceased its mortgage loan origination activities in December 2007 and sold its loan servicing business in April 2008, SCC or the Company has been and may in the future be, subject to litigation and other loss contingencies, including indemnification and contribution claims, pertaining to SCC's mortgage business activities that occurred prior to such termination and sale.

Parties, including underwriters, depositors, and securitization trustees, have been, remain, or may in the future be, involved in lawsuits, threatened lawsuits, or settlements related to securitization transactions in which SCC participated. A variety of claims are alleged in these matters, including violations of federal and state securities laws and common law fraud, breaches of representations and warranties, or violations of statutory requirements. SCC has received notices of potential indemnification or contribution obligations relating to such matters. Additional lawsuits against the parties to the securitization transactions may be filed in the future, and SCC may receive additional notices of potential indemnification, contribution or similar obligations with respect to existing or new lawsuits or settlements of such lawsuits or other claims. In June 2023, a settlement was paid resolving certain of these matters. We have not concluded that a loss related to any other potential indemnification or contribution claims is probable, nor have we accrued a liability related to these matters.

It is difficult to predict either the likelihood of new matters being initiated or the outcome of existing matters. In many of these matters it is not possible to estimate a reasonably possible loss or range of loss due to, among other things, the inherent uncertainties involved in these matters and the indeterminate damages sought. If the amount that SCC is ultimately required to pay with respect to loss contingencies, together with payment of SCC's related administration and legal expense, exceeds SCC's net assets, the creditors of SCC, other potential claimants, or a bankruptcy trustee if SCC were to file or be forced into bankruptcy, may attempt to assert claims against us for payment of SCC's obligations. Claimants also may attempt to assert claims against or seek payment directly from the Company even if SCC's assets exceed its liabilities. SCC's principal assets, as of June 30, 2023, total approximately \$262 million and consist of an intercompany note receivable. We believe our legal position is strong on any potential corporate veil-piercing arguments; however, if this position is challenged and not upheld, it could have a material adverse effect on our business and our consolidated financial position, results of operations, and cash flows.

**OTHER** — We are from time to time a party to litigation, arbitration and other loss contingencies not discussed herein arising out of our business operations. These matters may include actions by state attorneys general, other state regulators, federal regulators, individual plaintiffs, and cases in which plaintiffs seek to represent others who may be similarly situated.

While we cannot provide assurance that we will ultimately prevail in each instance, we believe the amount, if any, we are required to pay to discharge or settle these other matters will not have a material adverse impact on our business and our consolidated financial position, results of operations, and cash flows.

## ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

There were no disagreements or reportable events requiring disclosure pursuant to Item 304(b) of Regulation S-K.

### ITEM 9A. CONTROLS AND PROCEDURES

**(a) EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES** – We have established disclosure controls and procedures (Disclosure Controls) to ensure that information required to be disclosed in the Company's reports filed under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the U.S. Securities and Exchange Commission's rules and forms. Disclosure Controls are also designed to ensure that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Our Disclosure Controls were designed to provide reasonable assurance that the controls and procedures would meet their objectives. Our management, including the Chief Executive Officer and Chief Financial Officer, does not expect that our Disclosure Controls will prevent all error and all fraud. A control system, no matter how well designed and operated, can provide only reasonable assurance of achieving the designed control objectives and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusions of two or more people or by management override of the control. Because of the inherent limitations in a cost-effective, maturing control system, misstatements due to error or fraud may occur and not be detected.

As of the end of the period covered by this Form 10-K, management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operations of our Disclosure Controls. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded our Disclosure Controls were effective as of the end of the period covered by this Annual Report on Form 10-K.

**(b) MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING** – Management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company, as such term is defined in Exchange Act Rules 13a-15(f). Under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of June 30, 2023 based on the criteria established in "Internal Control – Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), using the 2013 framework.

Based on our assessment, our Chief Executive Officer and Chief Financial Officer concluded that, as of June 30, 2023, the Company's internal control over financial reporting was effective based on the criteria set forth by COSO.

The Company's external auditors that audited the consolidated financial statements included in [Item 8](#), Deloitte & Touche LLP, an independent registered public accounting firm, have issued an audit report on the effectiveness of the Company's internal control over financial reporting. This report appears near the beginning of [Item 8](#).

**(c) CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING** – During the quarter ended June 30, 2023, there were no changes that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## ITEM 9B. OTHER INFORMATION

During the three months ended June 30, 2023, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

I

**EXHIBIT E**  
**LIST OF FRANCHISEES AND CERTAIN FORMER FRANCHISEES**

This Exhibit E consists of the following two lists:

- 1) All franchisee locations, including your state; and
- 2) Names and last known home addresses and telephone numbers of franchisees who have ceased doing business under a Franchise License Agreement within the most recently completed Fiscal Year or who have not communicated with us within ten weeks of the issue date.

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

<b>First Name</b>	<b>Last Name</b>	<b>Partnership/Corporation</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
VICTOR	BEHLING	HUBRIS INC	THE CARIBOU BUILDING, 3550 AIRPORT WAY STE 1	FAIRBANKS	AK	99709	907-479-3196
KIMBERLY	KENNAMER SMITH		5614 MAIN ST	GRANT	AL	35747	256-728-2511
DONNA	HEATON		14576 ALABAMA HWY 68	CROSSVILLE	AL	35962	256-528-7878
MICHAEL	YANCEY		12844 C US HWY 431	GUNTERSVILLE	AL	35976	256-582-3305
MICHAEL	YANCEY		427 HWY 431	BOAZ	AL	35957	256-593-8550
MICHAEL	YANCEY		8608 US HWY 431	ALBERTVILLE	AL	35950	256-878-7200
ROOSVELT	SIMIL	GRIPPER-SIMIL ENT INC	1624 S EUFAULA AVE	EUFAULA	AL	36027	334-687-6539
GEORGE	TRUSSELL	TRUSSELL ENTERPRISES LLC	205 BARNETT BLVD	TALLASSEE	AL	36078	334-283-5648
GEORGE	TRUSSELL	TRUSSELL ENTERPRISES LLC	112 W OAK ST	TUSKEGEE	AL	36083	334-727-6099
VEDA	CARTER		68 MAIN ST	COLLINSVILLE	AL	35961	256-524-2345
CHRISTOPHE	JOHNSON	U. J. TAX LLC	1460 W MAIN ST STE H	CENTRE	AL	35960	256-927-8101
KAREN	HAMMOCK		25 TYSON RD	ASHLAND	AL	36251	256-354-3862
CHRISTOPHE	JOHNSON	U. J. TAX LLC	1702 GAULT AVE N STE 100	FORT PAYNE	AL	35967	256-845-4091
CHRISTOPHE	JOHNSON		84 E MAIN ST	RAINSVILLE	AL	35986	256-638-2235
FAYE	PORTER		110 W COATS AVE	LINDEN	AL	36748	334-295-4397
LONNY	SHOUP		146 E 4TH ST	LUVERNE	AL	36049	334-335-3323
DONNA	COLLINS		1509 11TH AVE	HALEYVILLE	AL	35565	205-485-1040
DONNA	COLLINS		1500 MILITARY ST	HAMILTON	AL	35570	205-921-3311
DONNA	STRICKLAND		27471 HWY 5	WOODSTOCK	AL	35188	205-938-7656
MADALYN	MILLER	MILLER TAX LLC	123 E CHURCH ST	BUTLER	AL	36904	205-459-4397
THOMAS	MENEREY	MENEREY TAX & ACCT 2 LLC	993 MAIN ST	ROANOKE	AL	36274	334-863-4140
THOMAS	MENEREY		12 W BROAD ST	WEDOWEE	AL	36278	256-357-2290
DONNA	STEWART		42930 US HWY 72	STEVENSON	AL	35772	256-437-9595
WES	BROWN, JR	BROWN & BROWN ACCTS.	214 S MARION ST	ATHENS	AL	35611	256-232-5677
BOB	BROGDON	USA TX SERVICES LL	1408 4TH AVE	BESSEMER	AL	35020	205-424-4044
STEVEN	PRESLEY	CITY ACCTG & BKKPS INC	751 CHEROKEE RD, PO BOX 1975	ALEXANDER CITY	AL	35011	256-392-4550
DARRON	MCCULLOUGH	CAPITAL INVEST SOL INC	1300 HWY 62 65 N	HARRISON	AR	72601	870-741-2409
DARRON	MCCULLOUGH		105 N BERRY	YELLVILLE	AR	72687	870-449-4888



**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

MARSELLA	NORELL	L & M ASSOCIATES INC	830 HWY 201 N	MOUNTAIN HOME	AR	72653	870-425-6422
MARSELLA	NORELL		500 MAIN ST	FLIPPIN	AR	72634	870-453-6300
MARSELLA	NORELL		40 PLAZA WAY, STE 340	MOUNTAIN HOME	AR	72653	870-492-7000
MARSELLA	NORELL		105 S COLLEGE ST	MOUNTAIN HOME	AR	72653	870-425-5600
TINA	SNEED	TR SNEED HOLDINGS INC	1101 W MORGAN ST, STE 4	PARAGOULD	AR	72450	870-239-4329
DEBORAH	GILMORE	DAG ENTERPRISES INC	1512-C HWY 67 S	POCAHONTAS	AR	72455	870-892-4251
DARRON	MCCULLOUGH	NWA TAX GROUP, INC	410 NELSON DR, HWY 62 E	BERRYVILLE	AR	72616	870-423-3376
DARRON	MCCULLOUGH		211 SECOND ST	GREEN FOREST	AR	72638	870-438-6422
DARRON	MCCULLOUGH		246 CURTIS HUTCHINS WAY, STE B	HUNTSVILLE	AR	72740	479-738-2737
DARRON	MCCULLOUGH		3022 E VAN BUREN, STE K	EUREKA SPRINGS	AR	72632	479-253-2438
GARILYN	GREEN	PARGREEN INC.	1116 E MAIN ST	MOUNTAIN VIEW	AR	72560	870-269-3320
GARILYN	GREEN		THE OLIVER BLDG, 1357 E MAIN ROOM 103	MELBOURNE	AR	72556	870-368-3252
DEBORAH	GILMORE	DAG ENTERPRISES INC	320 NW 4TH ST	WALNUT RIDGE	AR	72476	870-886-5790
BETTY	BRANSCUM	KEYTAX INCORPORATED	1235 E MAIN	BATESVILLE	AR	72501	870-793-2531
BETTY	BRANSCUM		2042 HWY 62-412	HIGHLAND	AR	72542	870-856-2683
BETTY	BRANSCUM		SKYVIEW SHOPPING CENTER, 698 HWY 62 W STE 3 PO BOX 1414	SALEM	AR	72576	870-895-3925
JOSEPH	BARBER	BROKENTOGETHER INC	844 N SEBASTIAN ST	WEST HELENA	AR	72390	870-572-9351
RANDY	BOWMAN	BOWMAN & DAVIS ENT INC	720 E 4TH ST	RUSSELLVILLE	AR	72801	479-968-5383
AMELIA	BONEY	AMELIA BONEY CORPORATION	395 HWY 65 S	DUMAS	AR	71639	870-382-4098
TERESA	WILLIAMS		1017 W FOURTH ST	FORDYCE	AR	71742	870-352-7207
DAVID	CLANTON	CLANTON TAX & ACCT, LLC	409 N MAIN ST	WARREN	AR	71671	870-226-3812
ANNAH	RAY		111 S MAIN	NASHVILLE	AR	71852	870-845-3141
KARISSA	YARBER	EJB TAX SOLUTIONS INC	700 E HARDING	MORRILTON	AR	72110	501-354-4477
KARISSA	YARBER		506B N FOURCHE AVE	PERRYVILLE	AR	72126	501-889-5879
KARISSA	YARBER		101 N ST JOSEPH ST	MORRILTON	AR	72110	501-354-4626
JOSEPH	BARBER	BROKENTOGETHER INC	307 W THIRD ST	BRINKLEY	AR	72021	870-734-4311
AMANDA	NALL		514 W GAINES	MONTICELLO	AR	71655	870-367-5042
CHARLES	HOLLIS	C&C TAX SERVICES LLC	211 N 2ND ST	MCGEHEE	AR	71654	870-222-6390
WILLIAM	MCCOLLOUGH	WCM TAX SERVICE LLC	2075 E MAIN ST STE C	SILAM SPRINGS	AR	72761	479-524-9443

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

J. MICHAEL	STEVENS	BRANCH ENT OF SPRGDLE INC	208 S THOMPSON	SPRINGDALE	AR	72764	479-751-5600
J. MICHAEL	STEVENS		2111 S OLD MISSOURI RD, STE D	SPRINGDALE	AR	72764	479-927-0424
J. MICHAEL	STEVENS		4093 W SUNSET, STE 105	SPRINGDALE	AR	72762	479-927-2967
J. MICHAEL	STEVENS		106 N BLOOMINGTON, STE G	LOWELL	AR	72745	479-334-5031
WILLIAM	MCCOLLOUGH	WCM TAX SERVICE LLC	8616 ROGERS AVE	FORT SMITH	AR	72903	479-452-2410
WILLIAM	MCCOLLOUGH		3911 N O ST	FORT SMITH	AR	72904	479-783-0751
WILLIAM	MCCOLLOUGH		2500 S ZERO ST	FORT SMITH	AR	72901	479-646-2022
WILLIAM	MCCOLLOUGH		139 NORTHRIDGE DR E	VAN BUREN	AR	72956	479-474-8862
RANDY	BOWMAN	BOWMAN & BOWMAN, INC.	105 S 7TH ST	OZARK	AR	72949	479-667-4576
RANDY	BOWMAN	BOWMAN & BOWMAN, INC.	1152 S ROGERS	CLARKSVILLE	AR	72830	479-754-3880
SHEILA	BUTLER	S CHANDLER INC	152 HWY 71 N	DE QUEEN	AR	71832	870-642-2200
JUSTIN	DAVIDSON		614 UNION ST STE 4	DARDANELLE	AR	72834	479-229-0330
JUSTIN	DAVIDSON		308 MAIN ST	DANVILLE	AR	72833	479-495-7188
JUSTIN	DAVIDSON		641 HWY 71 N, STE 104	ALMA	AR	72921	479-632-3660
DEBORAH	BOOKER		227 MAIN ST	STAMPS	AR	71860	870-533-4040
VICTORIA	KACZMAREK	V KACZMAREK INC	312 E WALNUT	PARIS	AR	72855	479-963-6664
WILLIAM	MCCOLLOUGH	WCM TAX SERVICE LLC	1435 W CENTER ST, STE D	GREENWOOD	AR	72936	479-996-6388
WILLIAM	MCCOLLOUGH		141 N HWY 71 BYPASS	WALDRON	AR	72958	479-637-3151
ROBERT	REMY	IPSWICH LEGACY LLC	67 W MAIN	BOONEVILLE	AR	72927	479-675-4740
DEBORAH	BOOKER		303 N FREDRICK	MAGNOLIA	AR	71753	870-234-6656
DIANNE	WREN	D. WREN, INC.	951 S LOCUST	ASHDOWN	AR	71822	870-898-5907
DIANNE	WREN		706 TRACY LAWRENCE AVE	FOREMAN	AR	71836	870-542-5431
BRENDA	WILLIAMS	BRENDA WILLIAMS INC	122 W 2ND ST S	PRESCOTT	AR	71857	870-887-3691
BETTY	PENNINGTON	PENNINGTON BUS SRVS, INC	320 N 1ST ST	GLENWOOD	AR	71943	870-356-4520
DON	HARRIS		703-H HWY 71N	MENA	AR	71953	479-394-2144
SHANN	CARPENTER		111 S COKELY ST	LAKE VILLAGE	AR	71653	870-632-5057
SHANN	CARPENTER		106 N MULBERRY ST	HAMBURG	AR	71646	870-853-2409
DAVID	STEVENS	BRANCH ENT OF SPRGDLE INC	SHOPS AT THE FORUM, 1400 SE WALTON BLVD STE 36	BENTONVILLE	AR	72712	479-464-7515
DAVID	STEVENS		100 N DIXIELAND RD, STE F1	ROGERS	AR	72756	479-636-5532
DAVID	STEVENS		1170 E CENTERTON BLVD	CENTERTON	AR	72719	479-795-1555

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

DAVID	STEVENS		CROSSROADS PLAZA, 1401 S WALTON BLVD STE 3	BENTONVILLE	AR	72712	479-273-3434
DAVID	STEVENS		2001 W PLEASANT GROVE RD, STE 2	ROGERS	AR	72758	479-636-0410
WILLIAM	MCCOLLOUGH	WCM TAX SERVICE LLC	3015 N COLLEGE AVE	FAYETTEVILLE	AR	72703	479-521-1753
WILLIAM	MCCOLLOUGH		CROSSROADS PLAZA SHPG CENTER, 1806 N CROSSOVER	FAYETTEVILLE	AR	72701	479-527-0977
WILLIAM	MCCOLLOUGH		1061 E JOYCE BLVD, 3	FAYETTEVILLE	AR	72702	479-443-4064
WILLIAM	MCCOLLOUGH		SIXTH STREET SHOPS, 3049 W 6TH STE 7	FAYETTEVILLE	AR	72701	479-582-5509
THOMAS	GRAGG	THOMAS GRAGG ENTERP INC	2800 BELLA VISTA WAY	BELLA VISTA	AR	72714	479-855-0722
TAMRA	DEWITT		407 E THIRD ST	WINSLOW	AZ	86047	928-289-3911
SIDNEY	SING	HS PARTNERS LLC	2103 E FRY BLVD	SIERRA VISTA	AZ	85635	520-458-3331
SIDNEY	SING		101 NACO HWY	BISBEE	AZ	85603	520-432-5325
SIDNEY	SING		1352 N SAN ANTONIO	DOUGLAS	AZ	85607	520-364-2185
SIDNEY	SING		995 W 4TH ST, STE F	BENSON	AZ	85602	520-586-3030
RUTH	NAPOLITAN		608 ELM ST STE 210	PAGE	AZ	86040	928-645-9270
SERGIO	MONGE		1890 N FRANK REED	NOGALES	AZ	85621	520-281-0732
FRANK	CALISE	CALISE ENTERPRISES LLC	164 COFFEE POT DR, STE A	SEDONA	AZ	86336	928-282-3684
LEONARD	TACKER	TACKER & SONS ENTRP LLC	625 E WHITE MOUNTAIN BLVD, STE A	PINETOP	AZ	85935	928-367-5055
LEONARD	TACKER	TACKER & SONS ENTRP LLC	PAYSON VILLAGE MALL, 126 E HWY 260	PAYSON	AZ	85541	928-474-4577
TAMRA	DEWITT	H&RHOLT&R LLC	111 E ARIZONA ST	HOLBROOK	AZ	86025	928-524-3540
LEONARD	TACKER	TACKER & SONS ENTRP LLC	644 S ARIZONA BLVD	COOLIDGE	AZ	85228	520-723-7753
LEONARD	TACKER	TACKER & SONS ENTRP LLC	406 E 1ST ST	ELOY	AZ	85231	520-466-9309
MICHELLE	FURNESS	L & M SERVICES INC	1407 E STATE RTE 89A	COTTONWOOD	AZ	86326	928-634-8069
BRAD	POLLARD	WESTERN CO FINAN SERV INC	WINDOW ROCK SHOPPING CENTER, STATE HIGHWAY 264,JR12,UNIT13C	WINDOW ROCK	AZ	86515	928-871-2349
BRAD	POLLARD		TSEYI SHOPPING CENTER, STATE HWY 191	CHINLE	AZ	86503	928-674-3102
BRAD	POLLARD		KAYENTA SHOPPING CENTER, HWY 160	KAYENTA	AZ	86033	928-697-4780
BRAD	POLLARD		TUBA CITY SHOPPING CENTER, STATE HWY 160	TUBA CITY	AZ	86045	928-283-5348
LEONARD	TACKER	TACKER & SONS ENTRP LLC	161 E DEUCE OF CLUBS	SHOW LOW	AZ	85901	928-537-4028

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

LEONARD	TACKER		932 S MAIN ST, STE A-103	SNOWFLAKE	AZ	85937	928-536-5642
BRAD	POLLARD		2142 N 4TH ST	FLAGSTAFF	AZ	86004	928-526-0070
BRAD	POLLARD		2700 S WOODLANDS BLVD, STE 230	FLAGSTAFF	AZ	86001	928-774-4973
BRAD	POLLARD	WESTERN CO FINAN SERV INC	1500 E CEDAR AVE, STE 12 14 16	FLAGSTAFF	AZ	86004	928-213-0095
BRAD	POLLARD		UNIVERSITY PLAZA, 1109 S PLAZA WAY	FLAGSTAFF	AZ	86001	928-913-0243
BIRGIT	KLOCKMANN		1020 S 4TH AVE, STE A	YUMA	AZ	85364	928-783-8241
BIRGIT	KLOCKMANN		260 W 32ND ST	YUMA	AZ	85364	928-317-1771
BIRGIT	KLOCKMANN		11242 FOOTHILLS BLVD STE 24	YUMA	AZ	85367	928-342-6122
BIRGIT	KLOCKMANN		PLAZA DEL RIO, 2674 W 16TH STE B-1	YUMA	AZ	85364	928-782-5507
BIRGIT	KLOCKMANN		JACKSON SQUARE, 1233 N MAIN ST UNIT 2	SAN LUIS	AZ	85349	928-315-6792
FRANK	CALISE	CALISE ENTERPRISES, LLC	6929 E GREENWAY PKWY, STE 170	SCOTTSDALE	AZ	85254	480-621-5851
FRANK	CALISE		8776 E SHEA BLVD, STE 102	SCOTTSDALE	AZ	85260	480-778-1950
RONALD	BALL	THE TAX & ACCTG SPEC PC	1805 N 16TH ST	PHOENIX	AZ	85006	602-254-7143
JULIE	GOOCH		136 WHITNEY ALLEY	BISHOP	CA	93514	760-873-6166
DAN	DEVER	D&S TAX SERVICES INC	1051 E MAIN	BARSTOW	CA	92311	760-256-3617
GLORIA	MANZANO	R&M TAX & BUSINESS INC	6439 LAKE ISABELLA BLVD	LAKE ISABELLA	CA	93240	760-379-3489
DEBRA	RETTIG-GALLANT		4801 EL CAMINO REAL	ATASCADERO	CA	93422	805-466-0490
DEBORAH	ECK-STONEBARGER		126 E F ST	TEHACHAPI	CA	93561	661-822-3890
KAREN	MEHTA		1730 ALPINE BLVD STE 111	ALPINE	CA	91901	619-445-5111
GLORIA	MANZANO	R&M TAX & BUSINESS INC	207 W KERN AVE	MC FARLAND	CA	93250	661-792-9500
DAN	DEVER	D&S SERVICES INC	4083 PHELAN RD	PHELAN	CA	92371	760-868-1818
DAN	DEVER		14075 HESPERIA RD, STE 202	VICTORVILLE	CA	92395	760-245-7970
DAN	DEVER	D&S TAX SERVICES INC	12441 HESPERIA RD, STE 1	VICTORVILLE	CA	92395	760-241-9168
DAN	DEVER		14960 BEAR VALLEY RD UNIT D	VICTORVILLE	CA	92395	760-241-2217
DAN	DEVER		21580 BEAR VALLEY	APPLE VALLEY	CA	92308	760-247-3703
DAN	DEVER		13622 BEAR VALLEY RD, STE 3	VICTORVILLE	CA	92392	760-245-1088
DAN	DEVER		14707 SEVENTH ST, STE 5	VICTORVILLE	CA	92395	760-843-5707
DAN	DEVER		20200 HWY 18	APPLE VALLEY	CA	92308	760-242-3757

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

AMANDA	ESPINOZA		1223 MAIN ST	DELANO	CA	93215	661-725-0369
AMANDA	ESPINOZA		405 CENTRAL AVE	SHAFTER	CA	93263	661-746-3404
AMANDA	ESPINOZA		1414 7TH ST	WASCO	CA	93280	661-758-6713
AMANDA	ESPINOZA		418 CENTER ST	TAFT	CA	93268	661-765-5242
DEBORAH	ECK-STONEBARGER		643 N CHINA LAKE BLVD STE B	RIDGECREST	CA	93555	760-384-2565
BIRGIT	KLOCKMANN		2451 ROCKWOOD AVE, STE 112	CALEXICO	CA	92231	760-357-4066
DEBRA	RETTIG-GALLANT		1075 KENNEDY WY	MORRO BAY	CA	93442	805-772-9550
DEBRA	RETTIG-GALLANT		1076 OSOS VALLEY RD	LOS OSOS	CA	93402	805-534-9575
DEBRA	RETTIG-GALLANT		527 PINE ST	PASO ROBLES	CA	93446	805-238-0715
DEBRA	RETTIG-GALLANT		98 MAIN ST, STE D1	TEMPLETON	CA	93465	805-237-0183
BIRGIT	KLOCKMANN		631 MAIN ST	BRAWLEY	CA	92227	760-344-6081
SHERYL	SALAYER		1735 MAIN ST, STE J	RAMONA	CA	92065	760-789-3510
DAN	DEVER	D&S SERVICES INC	15555 MAIN ST, STE D-5	HESPERIA	CA	92345	760-244-5811
BIRGIT	KLOCKMANN		3051 N IMPERIAL AVE, STE 101	EL CENTRO	CA	92243	760-352-8585
BIRGIT	KLOCKMANN		1455 W EUCLID AVE	EL CENTRO	CA	92243	760-353-9829
PAUL	RALPHS	PRH PARTNERS	940 MAIN ST	FORTUNA	CA	95540	707-725-4761
LISA	ADAMS		2255 ESPLANADE	CHICO	CA	95926	530-895-1876
LISA	ADAMS		2330 LINCOLN ST	OROVILLE	CA	95965	530-533-8485
LISA	ADAMS		CHICO CROSSROADS SHOPPING CENTER, 2061 DR MLK JR PKWY STE E1	CHICO	CA	95928	530-897-0808
MARTY	RYNIEWICZ	M AMD M GROUP	778 E MONO WAY	SONORA	CA	95370	209-532-5995
ROBERT	BRENNER		1270 STABLER LN, STE 300	YUBA CITY	CA	95993	530-673-4118
ROBERT	BRENNER		5066 OLIVEHURST AVE	OLIVEHURST	CA	95961	530-634-6055
JAMES	COURTNEY	SIMS COURTNEY LLC	1605 MYRTLE AVE	EUREKA	CA	95501	707-443-5616
JAMES	COURTNEY		2765 CENTRAL AVE	MCKINLEYVILLE	CA	95519	707-839-1742
GRACIE	NUNEZ	GRACIE NUNEZ & CO LLC	943 G ST	REEDLEY	CA	93654	559-638-2131
DAVID	HANSEN III		2850 MAIN ST STE 7	SUSANVILLE	CA	96130	530-257-9339
LANCE	WASHBURN	DLW ENTERPRISES	125 E TULARE ST	DINUBA	CA	93618	559-591-3790

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

LANCE	WASHBURN		12816 AVE 416	OROSI	CA	93647	559-528-9501
THOMAS	BRENNER		461 GRASS VALLEY HWY, STE 19	AUBURN	CA	95603	530-885-5221
THOMAS	BRENNER		204 S AUBURN ST	COLFAX	CA	95713	530-346-6396
RICKY	OWENS		471 S MAIN ST	ANGELS CAMP	CA	95222	209-736-0474
RICKY	OWENS		11960 W HWY 88, STE 301B	JACKSON	CA	95642	209-223-2155
RICKY	OWENS		200 W HWY 12 STE E 5	VALLEY SPRINGS	CA	95252	209-772-1712
RICKY	OWENS		15B PRESTON AVE	IONE	CA	95640	209-274-6398
GEORGE	BILLS JR.		602 COTTONWOOD ST	WOODLAND	CA	95695	530-666-0101
GEORGE	BILLS JR.		638 G ST	DAVIS	CA	95616	530-756-3993
MARY	CALDWELL		40050-N HWY 49, STE 10	OAKHURST	CA	93644	559-683-5450
MARY	CALDWELL		35285 HWY 41, STE E	COARSEGOLD	CA	93614	559-683-7550
SUZANNE	BABCOCK	S BABCOCK INC	442 S FRANKLIN	FORT BRAGG	CA	95437	707-964-5711
STEVEN	PARK	PRH PARTNERS	326 N MT SHASTA BLVD, ROOM 6	MOUNT SHASTA	CA	96067	530-926-4994
PAUL	RALPHS	PRH PARTNERS	125 S OREGON ST	YREKA	CA	96097	530-842-1925
BARBARA	LINCOLN		1661A S MAIN	WILLITS	CA	95490	707-459-2677
PAUL	RALPHS	PRH PARTNERS	134 HWY 101 N	CRESCENT CITY	CA	95531	707-464-2490
ZORAIDA	CAMACHO DOMINGUEZ		122 S EL CAMINO REAL	GREENFIELD	CA	93927	831-674-5001
ZORAIDA	CAMACHO DOMINGUEZ		157 KIDDER STE A	SOLEDAD	CA	93960	831-678-4603
JOHN	BRENNER		117 D W MCKNIGHT WAY	GRASS VALLEY	CA	95949	530-273-4884
GEORGE	BILLS JR.		4870 GRANITE DR	ROCKLIN	CA	95677	916-624-7494
ROBERT	BRENNER		449 F ST STE A	LINCOLN	CA	95648	916-645-1676
ROBERT	BRENNER		1259 PLEASANT GROVE, STE 130	ROSEVILLE	CA	95678	916-788-4393
MARJORIE	ANDERSON		520 LAKEPORT BLVD	LAKEPORT	CA	95453	707-263-3333
LANCE	WASHBURN	DLW ENTERPRISES	1314 7TH ST	SANGER	CA	93657	559-875-7583
MARY	CALDWELL		5065 HWY 140 STE D	MARIPOSA	CA	95338	209-966-2882
BIRGIT	KLOCKMANN		128 N SPRING ST	BLYTHE	CA	92225	760-922-5134
ROSA	SMITH		1301 BROADWAY, STE B-1	KING CITY	CA	93930	831-385-1668
KRIS	LIVELL		411 WALKER ST	ORLAND	CA	95963	530-865-5811
KAROL	SARITAS		1516 HWY 99, STE E	GRIDLEY	CA	95948	530-846-4741
RONDA JO	HAYWOOD		1915 A SOLANO ST	CORNING	CA	96021	530-824-7999

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

KRIS	LIVELL		311 N BUTTE ST STE A	WILLOWS	CA	95988	530-934-4818
PHILLIP	NGUYEN		13111 CENTURY BLVD	GARDEN GROVE	CA	92843	714-638-1502
SE EUN	OH	IJOY CORPORATION	15928 VENTURA BLVD, STE 106	ENCINO	CA	91436	818-905-0600
DEBORAH	ECK-STONEBARGER		9036 CALIFORNIA CITY BLVD, STE A	CALIFORNIA CITY	CA	93505	760-373-7570
MICHAEL	ADAMS		20124 HWY 88	PINE GROVE	CA	95665	209-296-7500
ALFONSO	YEE		19730 COLIMA RD	ROWLAND HEIGHTS	CA	91748	909-468-3657
KAREN	MEHTA		13881 CAMPO RD, STE A2	JAMUL	CA	91935	619-669-6980
HANWOOK	JO	JO & ASSOCIATES	3600 W OLYMPIC BLVD, STE 8	LOS ANGELES	CA	90019	213-381-5700
JORGE	ZUNIGA		20935 VANOWEN ST, STE 103	CANOGA PARK	CA	91306	818-340-1847
STEVEN	PARK	PRH PARTNERS	440 K ST	ARCATA	CA	95521	707-826-1655
DEBRA	RETTIG-GALLANT		3940 BROAD ST, STE 3	SAN LUIS OBISPO	CA	93401	805-543-3245
DEBRA	RETTIG-GALLANT		ARROYO GRANDE TOWN AND COUNTRY, 1460 E GRAND AVE	ARROYO GRANDE	CA	93420	805-489-1414
ABUL	MASUD	APF TAX, INC	120 S SAN ANTONIO STE B	ONTARIO	CA	91762	909-983-8033
ABUL	MASUD		960 N MOUNTAIN AVE	ONTARIO	CA	91762	909-983-8337
ALFONSO	YEE		FOOD FOR LESS GALLERIA, 2094 S GAREY AVE	POMONA	CA	91766	909-628-2430
CAROL	KIM	BALGRO, INC.	CERRITOS TOWNE CENTER, 17550 BLOOMFIELD AVE STE B5	CERRITOS	CA	90703	562-402-1566
YOGESH	HIRALAL		3839 W FIRST ST, STE B10	SANTA ANA	CA	92703	714-554-1991
SANG	CHANG	CHANG & KIM CORPORATION	1800 S BRAND BLVD STE 104	GLENDALE	CA	91204	818-507-0100
TIMOTHY	LEE		648 N TUSTIN ST, STE A	ORANGE	CA	92867	714-634-8299
MARIA	GUTIERREZ	CASILLAS SERVICE CORP	756 W 19TH ST, STE A	COSTA MESA	CA	92627	949-574-4017
RAYMOND	NG	PASADENA TAX CENTER, INC	2990 E COLORADO BLVD, STE 104	PASADENA	CA	91107	626-696-3312
MIKE	DALATI		726 S MAIN ST	SANTA ANA	CA	92701	714-547-2400
ARMANDO	BELMUDEZ		1917 E LA PALMA AVE	ANAHEIM	CA	92805	714-817-9604
HANWOOK	JO	JO & ASSOCIATES, INC.	5200 KANAN RD, STE 229	AGOURA HILLS	CA	91301	818-735-0400
JONATHAN	SILVA	ORO CORPORATION	1077 W 17TH ST STE A	SANTA ANA	CA	92706	714-543-8990
GLENN	BYFIELD	ENTRUST-WEST CAPITAL INC	14711 S PRAIRIE AVE	LAWNDALE	CA	90260	310-644-5450
BLANCA	LOMELI	LOMELI SERVICES INC	1519 E TULARE AVE	TULARE	CA	93274	559-688-0602
BLANCA	LOMELI		224 E CROSS AVE	TULARE	CA	93274	559-686-3209

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ELIZABETH	SALDANA		201 MAC ARTHUR BLVD, STE B	SAN LEANDRO	CA	94577	510-633-1129
FERNANDO	MORALES	THE MORALES JR CORP	1405 CAMDEN	CAMPBELL	CA	95008	408-377-3554
JOHN	ALBA		11825 ALONDRA BLVD	NORWALK	CA	90650	562-868-3518
EDUARDO	NAVARRO	EDDIE INCOME TAX, INC.	515 S C ST	OXNARD	CA	93030	805-253-0573
NURY	SAENZ	NURY A SAENZ & ASSOC INC	355 K ST, STE E	CHULA VISTA	CA	91911	619-425-4804
NURY	SAENZ		4635 BORDER VILLAGE RD	SAN YSIDRO	CA	92173	619-662-3840
NURY	SAENZ		343 E LEXINGTON AVE, STE 101	EL CAJON	CA	92020	619-588-9327
NURY	SAENZ		214 SAN DIEGO ST	OCEANSIDE	CA	92058	760-439-4009
REBECCA	MORENO-MENDOZA		1117 W VISALIA RD	EXETER	CA	93221	559-592-3330
ARTASHES	CHEBISHIAN	ASSURED CONSULTING INC	840 W GLENOAKS BLVD	GLENDALE	CA	91202	818-638-1200
SEVAN	YEGANIAN	SYAC CONSULTING INC	521 N GLENOAKS BLVD	BURBANK	CA	91502	818-846-6143
HANWOOK	JO	JO & ASSOCIATES, INC.	9744 WILSHIRE BLVD STE 209	BEVERLY HILLS	CA	90212	310-997-0700
MARIE	REICHEL	ACCREDITED TAX & FIN PLAN	5690 SCHAEFER AVE, STE H	CHINO	CA	91710	909-627-7007
ERNESTO	RAMIREZ	PLAZA TAX SERVICE INC	1717 E VISTA WAY, STE 110	VISTA	CA	92084	760-724-7113
DENNIS	SCHOCK	SCHOCK & COMPANY LLC	301 E MAIN ST STE 155, PO BOX 27	BUENA VISTA	CO	81211	719-966-5031
LISA	BARTHOLOMEW	BARTHOLOMEW INC	105 W 3RD	LA JUNTA	CO	81050	719-384-5485
ALICE	VODOPICH		304-A 16TH	CANON CITY	CO	81212	719-275-3544
DEBRA	POLANSKY		708 MAIN ST	FORT MORGAN	CO	80701	970-867-5656
ZACHARY	VALENTINE		201 14TH ST, STE 121	GLENWOOD SPRINGS	CO	81601	970-945-5631
ZACHARY	VALENTINE		601 E HOPKINS, UNIT 2A	ASPEN	CO	81611	970-925-4585
ZACHARY	VALENTINE		326 HWY 133, STE 140	CARBONDALE	CO	81623	970-963-8829
ZACHARY	VALENTINE	TAXMAN LLC	2099 N FRONTAGE RD W	VAIL	CO	81657	970-476-4261
ZACHARY	VALENTINE		313 CHAMBERS AVE, STE E	EAGLE	CO	81631	970-328-0706
KATHERINE	ALLEN	ALLEN & SCHNUG, LLC	2385 27TH ST, STE 514	GREELEY	CO	80634	970-330-1500
KATHERINE	ALLEN		3618 W 10TH ST	GREELEY	CO	80634	970-352-4390
BRAD	POLLARD	WESTERN CO FINAN SERV INC	438 E MAIN ST	MONTROSE	CO	81401	970-249-9253
BRAD	POLLARD		3451 S RIO GRANDE AVE A4	MONTROSE	CO	81401	970-964-9815
DENNIS	SCHOCK	SCHOCK & COMPANY LLC	1548 G ST, STE 3	SALIDA	CO	81201	719-207-4070
DENNIS	SCHOCK	SCHOCK & COMPANY LLC	733 US HWY 24, STE 102	LEADVILLE	CO	80461	719-486-2225
LISA	BARTHOLOMEW	BARTHOLOMEW INC	107 E ELM	LAMAR	CO	81052	719-336-7798



**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

BARRY	ANDREWS	A TO Z TAX SVCS & ACCT	337 14TH ST	BURLINGTON	CO	80807	719-346-5463
TARA	MCCARROLL	MCCARROLL ACCTG & CONSULT	210 ADAMS	MONTE VISTA	CO	81144	719-852-3338
CHERYL	COOK	ALI VOLARE, INC.	107 W VICTORY WAY	CRAIG	CO	81625	970-824-6192
JONATHAN	LEON	STEAMBOAT TAX OFFICE LLC	1744 LINCOLN AVE, STE 1	STEAMBOAT SPRINGS	CO	80487	970-879-3513
DENNIS	SCHOCK	SCHOCK & COMPANY LLC	123 W VIRGINIA AVE	GUNNISON	CO	81230	970-648-4421
DANA	SCHMIDT	LD SCHMIDT INC	1140 MANFORD AVE BLDG B	ESTES PARK	CO	80517	970-586-6106
SANDRA	MOORE		62801 US HWY 40	GRANBY	CO	80446	970-887-3753
BRAD	POLLARD	WESTERN CO FINAN SERV INC	25 STAFFORD LN, STE 6	DELTA	CO	81416	970-874-3600
TARA	MCCARROLL	MCCARROLL ACCTG & CONSULT	409 MAIN	ALAMOSA	CO	81101	719-589-6594
TIMOTHY	ANDERSON	T&P INC	100 BROADWAY ST, STE 25	STERLING	CO	80751	970-526-6178
BAYARD	HEROY	CONM FIN'L SERVICES, INC.	100 COUNTRY CENTER DR, STE H	PAGOSA SPRINGS	CO	81147	970-731-1080
LAURA	CORDER	ALPENGLOW FINANCIAL LLC	305 S CAMINO DEL RIO, STE T	DURANGO	CO	81303	970-247-4670
JULIE	STURMAN	DTE VENTURES, INC.	2228 E MAIN ST	CORTEZ	CO	81321	970-564-8829
STEPHANIE	THIEL	COLORADO TAX SPECIALISTS	2120 FREEDOM RD	TRINIDAD	CO	81082	719-846-2241
BRAD	POLLARD	WESTERN CO FINAN SERV INC	224 W 3RD ST	RIFLE	CO	81650	970-625-1626
BRAD	POLLARD	WESTERN CO FINAN SERV INC	EASTGATE SHOPPING CENTER, 2830 N AVE STE C-1B	GRAND JUNCTION	CO	81501	970-243-6330
BRAD	POLLARD		CORONADO PLAZA SHPG CTR, 569 32ND RD STE 5A AND 5B	GRAND JUNCTION	CO	81504	970-434-7545
BRAD	POLLARD		PARKWEST PLAZA II, 2486 PATTERSON RD STE 10	GRAND JUNCTION	CO	81505	970-241-3665
BRAD	POLLARD		2695 PATTERSON RD	GRAND JUNCTION	CO	81506	970-242-0905
BRAD	POLLARD		455 KOKOPELLI BLVD UNIT D	FRUITA	CO	81521	970-858-3658
BRAD	POLLARD		2546 RIMROCK AVE, STE 200A	GRAND JUNCTION	CO	81505	970-256-1154
TRACY	LEE	ACCTG RESOURCES & TAX SER	1424 N HANCOCK AVE, STE 5W	COLORADO SPRINGS	CO	80903	719-570-6960
BRAD	POLLARD	WESTERN CO FINAN SERV INC	842 SUMMIT BLVD	FRISCO	CO	80443	970-668-3261
DOREEN	TALBOT	TAX SMART LLC	66 S MAIN ST	BRIGHTON	CO	80601	303-731-1021
NATHAN	COUR	COUR TAX CONSULTANTS LLC	1776 BOSTON TURNPIKE	COVENTRY	CT	6238	860-456-0014
NATHAN	COUR		6 INDEPENDENCE DR	MARLBOROUGH	CT	6447	860-295-8493
MARK	KULAGA	THERRIEN-KULAGA	90 PROVIDENCE ST	PUTNAM	CT	6260	860-928-5089
MARGARET	SHEPARD		707 BOSTON POST RD	OLD SAYBROOK	CT	6475	860-388-0360

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

ALBERT	CAPPABIANCA	NORTHWEST BUS SYSTEM INC	286 MAIN ST	WINSTED	CT	6098	860-379-6119
DAVID	ROY	BUCK AND ROY, LLC	737 HARTFORD PIKE	DAYVILLE	CT	6241	860-774-8700
NATHAN	COUR	COUR TAX CONSULTANTS LLC	361 BOSTON POST RD	NORTH WINDHAM	CT	6256	860-423-1076
NATHAN	COUR		857 MAIN ST	WILLIMANTIC	CT	6226	860-423-1722
HUGO	SALAZAR	SERVIEXPRESS LLC	56 B S MAIN ST	NORWALK	CT	6854	475-977-1116
DENNIS	MERLINO	MERLINO ASSOCIATES INC	1880 SILAS DEANE HWY, UNIT A	ROCKY HILL	CT	6067	860-721-9701
JUAN J	PENA	XARIEL TAX SERVICE INC	3909 GEORGIA AVE NW	WASHINGTON	DC	20011	202-722-2690
SONYA	ESTEVEZ	ESTEVEZ & ASSOCIATES LLC	3343 14TH ST NW	WASHINGTON	DC	20010	202-629-2233
JOHN J	HARTNETT JR.	CAPITAL AND WORTH INC	1202 FOULK RD, STE D	WILMINGTON	DE	19803	302-477-0660
ERNEST	DEANGELIS JR	DEANGELIS TAX SVC INC	915 N DUPONT HWY, STE 101	MILFORD	DE	19963	302-422-6100
ERNEST	DEANGELIS JR	DEANGELIS ASSOCIATES, INC	18585 MIDWAY SHOPPING CENTER, STE 17	REHOBOTH BEACH	DE	19971	302-645-2000
ERNEST	DEANGELIS JR	DEANGELIS TAX SVC INC	16819 S DUPONT HWY, STE 200	HARRINGTON	DE	19952	302-398-7550
ERNEST	DEANGELIS JR	DEANGELIS ASSOCIATES, INC	611 UNION ST	MILTON	DE	19968	302-684-2955
ELMER	STOKES		BAUMHOLDER SMITH KASERNE, BLDG 8401 KENNEDY ALLEE 30	BAUMHOLDER	DE	55774	800-472-5652
GRANT	ROWE	HEARTLAND BUS. SERV. INC.	216 S BERNER RD, UNIT 18	CLEWISTON	FL	33440	863-983-5377
MICHELE	HUSS	HUSS & ASSOCIATES INC	935 N COLLIER BLVD	MARCO ISLAND	FL	34145	239-394-5058
SIDNEY	SING	HS PARTNERS LLC	1119 KEY PLAZA	KEY WEST	FL	33040	305-294-3525
SIDNEY	SING		5181 OVERSEAS HWY	MARATHON	FL	33050	305-743-5950
KELLY	TAYLOR	TAYLOR TAX AND BKKPG LLC	1509 SADLER RD	FERNANDINA BEACH	FL	32034	904-261-6942
KELLY	TAYLOR		YULEE CORNERS, 464010 SR 200	YULEE	FL	32097	904-432-7598
CAROLE	MANROSE	TORTOISE ENTERPRISES, INC	738 S FEDERAL HWY	STUART	FL	34994	772-287-8363
CAROLE	MANROSE		1074 NE JENSEN BEACH BLVD	JENSEN BEACH	FL	34957	772-334-8989
CAROLE	MANROSE		3123 SW MARTIN DOWNS BLVD	PALM CITY	FL	34990	772-283-6887
GRANT	ROWE	SOLDIER CITY BUS.SERV.INC	4233 13TH ST	SAINT CLOUD	FL	34769	407-892-5508
ERIC	HIMSCHOOT		SUNNYSIDE PLAZA, 311 E HWY 50	CLERMONT	FL	34711	352-394-1040
ERIC	HIMSCHOOT	AERO FINANCIAL, INC.	SUPERTARGET PLAZA, 2670 E HWY 50 STE D	CLERMONT	FL	34711	352-394-1040
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	414 W WASHINGTON ST	CHATTAHOOCHEE	FL	32324	850-663-4432
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	1371 S WALNUT ST STE 1500	STARKE	FL	32091	904-964-8286

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PERRY	KOON JR.		7380 STATE RD 100, UNIT 14	KEYSTONE HEIGHTS	FL	32656	352-473-3646
PERRY	KOON JR.		6005 SE US HWY 301, UNIT 405	HAWTHORNE	FL	32640	352-481-3995
GRANT	ROWE	HEARTLAND BUS. SERV. INC.	2030 SAM WALTON WAY	LAKE WALES	FL	33853	863-676-3013
GRANT	ROWE		24174 HWY 27, STE 700	LAKE WALES	FL	33859	863-679-8788
CECELIA	ROWE	HEARTLAND BUS. SERV. INC.	3264 US 441 S	OKEECHOBEE	FL	34974	863-763-7080
BLAKE	ROWE	HEARTLAND BUS. SERV. INC.	340 SEBRING SQUARE	SEBRING	FL	33870	863-385-8677
BLAKE	ROWE		4640 SOUTHSIDE BLVD	SEBRING	FL	33870	863-385-1052
BLAKE	ROWE	HEARTLAND BUS. SERV. INC.	824 US HWY 27	AVON PARK	FL	33825	863-453-6954
PATRICIA	WRIGHT-REECE	RUHLEECE, INC.	2120 SAXON BLVD STE 206B	DELTONA	FL	32725	386-532-4400
ERIC	HIMSCHOOT	AERO FINANCIAL, INC.	ZEPHYR COMMONS, 7856 GALL BLVD	ZEPHYRHILLS	FL	33541	813-782-3025
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	1920 S JEFFERSON, STE 500	PERRY	FL	32348	850-584-3617
GRANT	ROWE	HEARTLAND BUS. SERV. INC.	1731 E OAK ST, UNIT 14	ARCADIA	FL	34266	863-494-5247
ERIC	HIMSCHOOT	AERO FINANCIAL, INC.	UPTOWN PLAZA, 14524 7TH ST	DADE CITY	FL	33523	352-567-2813
PATRICK	BOWEN	MAPP LLC	378 E BASE ST, STE 106	MADISON	FL	32340	850-973-3800
PATRICK	BOWEN		1267 S JEFFERSON ST	MONTICELLO	FL	32344	850-997-1782
TAMARA	WILLIAMS	L AND T, LLC	548 CHAN BRIDGE DR	JASPER	FL	32052	386-792-1402
AMANDA	PAYNE	SNELGROVE ENTERPRISES INC	23826 W US HWY 27	HIGH SPRINGS	FL	32643	386-454-3800
AMANDA	PAYNE		14557 NW US HWY 441	ALACHUA	FL	32615	386-462-3962
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	212 E NOBLE AVE	WILLISTON	FL	32696	352-528-4965
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	2181 NW 11TH DR	CHIEFLAND	FL	32626	352-493-4394
PERRY	KOON JR.		68 SE 278TH ST	CROSS CITY	FL	32628	352-498-3654
PERRY	KOON JR.		24206 W NEWBERRY RD	NEWBERRY	FL	32669	352-472-0274
GRANT	ROWE	HEARTLAND BUS SERV INC	1472 US HWY 17 N	WAUCHULA	FL	33873	863-773-2233
GERALD	TAYLOR	HARE TAYLOR LLC	4723 US HWY 90 STE 23	MARIANNA	FL	32448	850-592-5473
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	27061 83RD PL	BRANFORD	FL	32008	386-935-1591
REYCHELLE	WISE		1209 SAXON BLVD, STE 7	ORANGE CITY	FL	32763	386-775-3177
ALEXIS	LAMADRID	LAMADRID FIN'L SERV CORP	TRADEWINDS SHOPPING CENTER, 101411 OVERSEAS HWY	KEY LARGO	FL	33037	305-451-2562
CAROLE	MANROSE	TORTOISE ENTERPRISES, INC	5068 SE FEDERAL HWY	STUART	FL	34997	772-283-0770
BLAKE	ROWE	HEARTLAND BUS. SERV. INC.	403 US 27	LAKE PLACID	FL	33852	863-465-2660

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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

WILLIAM	WALL	WALTON TAX ASSOCIATES LLC	873 U S HWY 331 S	DEFUNIAK SPRINGS	FL	32435	850-892-3831
ERIC	HIMSCHOOT	AERO FINANCIAL, INC.	ROLLING OAKS COMMONS, 3224 ROLLING OAKS BLVD	KISSIMMEE	FL	34747	407-396-1040
REYCHELLE	WISE		46 N CHARLES RICHARD BEALL BLV	DEBARY	FL	32713	386-668-9300
MICHAEL	HENDERSON	ACCOUNTING TAX & PAYROLL	4444 MERRIMAC AVE	JACKSONVILLE	FL	32210	904-388-5700
JOHNNIE	SMITH JR	STS TAX SERVICES INC	3007 W COMMERCIAL BLVD, STE 204	FORT LAUDERDALE	FL	33309	954-730-2226
JOHN	LAROSE	TAXPERTS BUS SRVS INC	TAXPERTS, 6915 TAFT ST	HOLLYWOOD	FL	33024	954-962-8585
ALEXIS	LAMADRID	LAMADRID FIN'L SERV CORP	1265 S PINE ISLAND RD	PLANTATION	FL	33324	954-727-9771
HERMEN	CRUZ	KARMEN CONSULTANT GROUP	460 N RONALD REAGAN BLVD	LONGWOOD	FL	32750	407-260-6012
KABIR	CHOWDHURY	CMAX CONSULTING INC	4928 10TH AVE N	GREENACRES	FL	33463	561-202-6620
KABIR	CHOWDHURY		9200 BELVEDERE RD, STE 103	WEST PALM BEACH	FL	33411	561-383-8388
MOHAMED	ROSTOM	ABAZA BUS SOLUTIONS LLC	2966 CLEVELAND AVE	FORT MYERS	FL	33901	239-418-1900
JORGE	BARRANTES	BJ NATIONWIDE SERVICES	30420 S DIXIE HWY	HOMESTEAD	FL	33030	305-242-2232
CARLOS	MARTINEZ	MONEY TRUST FIN SVC LLC	13500 N KENDALL DR, STE 129	MIAMI	FL	33186	305-387-1099
EMIVIALA	FERNANDEZ	CORAL ACCOUNTING SERVICES	4821 W 4TH AVE	HIALEAH	FL	33012	305-818-7441
SHIRLEY	ALMAZAN	TOYOS TAX SERVICE INC	7264 SW 8TH ST	MIAMI	FL	33144	786-536-4647
GERALD	TAYLOR	HARE TAYLOR LLC	2589 JENKS AVE	PANAMA CITY	FL	32405	850-769-7191
GERALD	TAYLOR		4466 LAFAYETTE ST	MARIANNA	FL	32446	850-482-7005
GERALD	TAYLOR		1040 MAIN ST	CHIPLEY	FL	32428	850-638-2562
GERALD	TAYLOR		301 S WAUKESHA ST	BONIFAY	FL	32425	850-547-1040
GERALD	TAYLOR		20729 E CENTRAL AVE	BLOUNTSTOWN	FL	32424	850-633-1991
GERALD	TAYLOR		11525 HUTCHISON BLVD, STE A2- 103	PANAMA CITY BEACH	FL	32407	850-233-5225
GERALD	TAYLOR		197 S MAIN ST	CRESTVIEW	FL	32536	850-682-9463
PHILBERT	HILLIMAN	PHIL'S ACCTNG & BUS SRVS	8316 W OAKLAND PK BLVD	SUNRISE	FL	33351	954-797-9292
CATHY	LINDNER	CATHY LINDNER INC	PIGGLY WIGGLY SHOPPING CTR, 143 W HWY 98	PORT SAINT JOE	FL	32456	850-227-1558
ALEXIS	LAMADRID	LAMADRID FIN'L SERV CORP	10154 W FLAGLER ST	MIAMI	FL	33174	305-480-0269
CARLOS	MARTINEZ	MONEY TRUST FIN SVC LLC	12001 SW 128 CT, STE 102	MIAMI	FL	33186	305-387-0076
DENISE	ZAHAROFF	DCZ SERVICES, LLC	1100 COMMERCE DR STE D	PEACHTREE CITY	GA	30269	770-487-1739
JOHN	SOLMON	SOLMON-HYDE, INC.	3631 MT VERNON RD, STE 103	GAINESVILLE	GA	30506	770-534-6507

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

DEBORAH	BUTTS		12701 BROAD ST	SPARTA	GA	31087	706-444-7058
CAROL	GARRETT		218 POSEY LN	ASHBURN	GA	31714	229-567-0572
VICKY	BECKLER	BECKLER FINANCIAL SER INC	114 N PEACHTREE ST	LINCOLNTON	GA	30817	706-359-2194
KELLY	TAYLOR	TAYLOR TAX AND BKKPG LLC	1601 HWY 40 E, STE F	KINGSLAND	GA	31548	912-882-1099
KELLY	TAYLOR		4003 MAIN ST	FOLKSTON	GA	31537	912-496-2666
KELLY	TAYLOR		2466 MEMORIAL DR	WAYCROSS	GA	31503	912-283-5971
KELLY	TAYLOR		3343 US-84 STE 100	BLACKSHEAR	GA	31516	912-807-1034
KELLY	TAYLOR		721 N MADISON AVE	DOUGLAS	GA	31533	912-384-2458
SHANNON	WEBER	BY THE NUMBERS TAX & ACCT	DILLS SHOPPING CENTER, 665 COOK ST	ROYSTON	GA	30662	706-245-9878
YOLANDE	CASON	KCE ENTERPRISES, INC.	2108 LEE ST	COVINGTON	GA	30014	770-786-8811
YOLANDE	CASON		6203 HWY 278 NW	COVINGTON	GA	30014	770-786-6139
YOLANDE	CASON		5340 HWY 20 S, STE 4	COVINGTON	GA	30016	770-786-7708
YOLANDE	CASON		3732 SALEM RD	COVINGTON	GA	30016	770-728-1919
DIANE	JACKSON	DALTON TAX SERVICE INC.	DALTON SHOPPING CENTER, 1323 W WALNUT AVE STE 3	DALTON	GA	30720	706-278-1776
DIANE	JACKSON		DALTON VILLAGE, 2410 CLEVELAND HIGHWAY	DALTON	GA	30721	706-281-4301
SHANNON	WEBER	BY THE NUMBERS TAX & ACCT	320 ELBERT ST	ELBERTON	GA	30635	706-283-1230
MEG	HALL		4 AMLAJACK BLVD	NEWNAN	GA	30265	770-253-7530
MEG	HALL		3441 HWY 34 E STE E	SHARPSBURG	GA	30277	770-253-1660
MEG	HALL		802 LOWER FAYETTEVILLE RD, STE C	NEWNAN	GA	30263	770-254-9812
MEG	HALL		50 CARRIAGE OAKS DR	TYRONE	GA	30290	770-306-8818
CATHLEEN	MENEREY	MENEREY TAX & ACCT LLC	123 N MAIN ST	CEDARTOWN	GA	30125	770-748-4759
CATHLEEN	MENEREY		1336 CHATTAHOOCHEE DR	ROCKMART	GA	30153	770-684-8490
JACKIE	HEGWOOD		28 MILLENNIUM CIR	RINGGOLD	GA	30736	706-965-2990
CATHLEEN	MENEREY	MENEREY TAX AND ACCT'G	51 N GROVE ST STE A	DAHLONEGA	GA	30533	706-864-4499
DORIAN LEI	HESTER KINCHEN	DORIAN DEBI HOLDINGS LLC	2401 HOLLY DR, STE A	MILLEDGEVILLE	GA	31061	478-452-7616
YOLANDE	CASON	KCE ENTERPRISES, INC.	72 WAL-MART WAY	EASTANOLLEE	GA	30538	706-886-6384
BETH	BENNETT	B&E BENNETT INC	HABERSHAM VILLAGE SHOPPING CTR, 235 HABERSHAM VILLAGE CIR	CORNELIA	GA	30531	706-778-4628

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

KAREN	DANIEL	HOLLOWAY BOOKKEEPING, INC	214 E GORDON ST	THOMASTON	GA	30286	706-647-6212
SHERRI	DOLLAR	DOLLAR 5 INC	34 N LEWIS ST	METTER	GA	30439	912-685-2440
CATHLEEN	MENEREY	MENEREY TAX & ACCT LLC	1604 E FORSYTH ST, STE B	AMERICUS	GA	31709	229-924-6092
CATHLEEN	MENEREY		251 E OGLETHORPE BLVD	ALBANY	GA	31705	229-420-8884
CATHLEEN	MENEREY		639 S BLAKELY ST	CUTHBERT	GA	39840	229-732-3693
CATHLEEN	MENEREY		1413A E 16TH AVE	CORDELE	GA	31015	229-273-9902
CATHLEEN	MENEREY		87 E OAKLAND AVE	CAMILLA	GA	31730	229-336-7058
CINDY	HART	TJH AND ASSOCIATES	47 E MAIN ST	STATESBORO	GA	30458	912-764-2824
CINDY	HART		SYLVANNIA STATION SHOP CTR, 1115 W OGEECHEE ST	SYLVANIA	GA	30467	912-564-7082
CINDY	HART		24025 HWY 80 E	STATESBORO	GA	30461	912-764-8202
CINDY	HART		6 N DUVAL ST	CLAXTON	GA	30417	912-739-1600
JOHN	DANIEL	JCD FINANCIAL INC	101-103 MAIN ST	THOMSON	GA	30824	706-595-4205
HARRY	BENNETT	HARRY BENNETT LLC	3421-8 CYPRESS MILL RD	BRUNSWICK	GA	31520	912-280-9099
HARRY	BENNETT		1650 NORWICH ST	BRUNSWICK	GA	31520	912-264-9170
HARRY	BENNETT		389 MALL BLVD	BRUNSWICK	GA	31525	912-280-9900
CAROLYN	COLE		162 OCILLA HWY	FITZGERALD	GA	31750	229-423-4894
ARTHUR	SMITH	MARKARTHUR ENTERPRISES IN	101 MAIN ST	BARNESVILLE	GA	30204	770-358-1261
ARTHUR	SMITH		7761 HWY 19	ZEBULON	GA	30295	770-567-3840
ANGELA	WYNN		14 W ROBERT TOOMBS AVE	WASHINGTON	GA	30673	706-678-7767
JOHN	DANIEL	JCD FINANCIAL INC	624 S HARRIS ST	SANDERSVILLE	GA	31082	478-552-5622
KIMBERLY	FOISTER	SOWEGA PRO SVC LLC	1408 TALLAHASSEE HWY	BAINBRIDGE	GA	39819	229-246-3807
KIMBERLY	FOISTER		1131 E 3RD ST	DONALSONVILLE	GA	39845	229-524-8333
BETH	BENNETT	B&E BENNETT INC	108 N 3RD AVE	CHATSWORTH	GA	30705	706-695-6313
DIANE	SPENCER		281 F YOUNG HARRIS ST, STE 1	BLAIRSVILLE	GA	30512	706-745-4855
DIANE	SPENCER		1615 HWY 17, STE 1	YOUNG HARRIS	GA	30582	706-896-9565
JOHN	ELLIOTT, JR	ELLIOTT TAX SERVICE LLC	1435 N EXPRESSWAY, STE 203	GRIFFIN	GA	30223	770-412-6890
RUTH	DANIEL	STEINHAUSEN, INC.	1261 E BROAD ST	GREENSBORO	GA	30642	706-453-4431
ARTHUR	SMITH	MARKARTHUR ENTERPRISES IN	464 W 3RD ST STE 106	JACKSON	GA	30233	770-775-3557
BETH	BENNETT	B&E BENNETT LLC	VILLAGE SHOPPING CENTER, 534 D HWY 441 S	CLAYTON	GA	30525	706-782-4423
YOLANDE	CASON	KCE ENTERPRISES, INC.	1119 W SPRING ST	MONROE	GA	30655	770-267-2242

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

BETH	BENNETT	B&E BENNETT INC	114 W C BRYANT PKWY	CALHOUN	GA	30701	706-629-7509
RUTH	DANIEL	STEINHAUSEN, INC.	202 A N JEFFERSON ST	EATONTON	GA	31024	706-485-6703
JAMES	FLOYD JR.		118 ALLISON ST	JESUP	GA	31545	912-427-7769
JAMES	FLOYD JR.	MEDWAY GROUP, INC.	HINESVILLE SQUARE, 229 W GEN SCREVEN WAY STE B-C	HINESVILLE	GA	31313	912-876-3415
JAMES	FLOYD JR.		736 N VETERANS BLVD	GLENNVILLE	GA	30427	912-654-9611
JAMES	FLOYD JR.		WAYS STATION CENTER, 2493 HWY 17 S STE C7	RICHMOND HILL	GA	31324	912-756-2030
JAMES	FLOYD JR.		433 GENERAL SCREVEN WAY	HINESVILLE	GA	31313	912-369-7177
JAMES	FLOYD JR.		933 EG MILES PKWY	HINESVILLE	GA	31313	912-369-3555
DENISE	ZAHAROFF	DCZ SERVICES, LLC	260 N GLYNN	FAYETTEVILLE	GA	30214	770-461-9978
SUSAN	THOMPSON		72 N BROAD ST	WINDER	GA	30680	770-867-5822
SUSAN	THOMPSON		916 LOGANVILLE HWY, STE 340	BETHLEHEM	GA	30620	770-868-0186
KAREN	DANIEL	HOLLOWAY BOOKKEEPING, INC	1190 WARM SPRINGS HWY	MANCHESTER	GA	31816	706-846-9107
YOLANDE	CASON		576 MACON ST	MC DONOUGH	GA	30253	770-957-8550
YOLANDE	CASON	KCE ENTERPRISES, INC.	1782 JONESBORO RD	MC DONOUGH	GA	30253	678-432-5401
YOLANDE	CASON		4948 BILL GARDNER PKWY	LOCUST GROVE	GA	30248	678-432-9550
YOLANDE	CASON		5952 EAST LAKE PKWY	MCDONOUGH	GA	30253	770-914-3295
VICKY	BECKLER	BECKLER FINANCIAL SER INC	565 W MILLEDGEVILLE RD	HARLEM	GA	30814	706-556-3110
BETH	BENNETT	B&E BENNETT INC	675 NOAH DR, STE 104	JASPER	GA	30143	706-692-3178
BETH	BENNETT	B&E BENNETT INC	1663 S ELM ST	COMMERCE	GA	30529	706-335-6245
BETH	BENNETT		42 PROFESSIONAL DR	JEFFERSON	GA	30549	706-367-8256
BETH	BENNETT	B&E BENNETT INC	500 HIGHLAND CROSSING, STE 104	EAST ELLIJAY	GA	30540	706-635-5538
BETH	BENNETT	B&E BENNETT INC	425 E FRANKLIN ST	HARTWELL	GA	30643	706-376-7911
CATHLEEN	MENEREY		7415 ADAIRSVILLE HWY	ADAIRSVILLE	GA	30103	770-773-7135
CATHLEEN	MENEREY	MENEREY TAX & ACCT LLC	947 JOE FRANK HARRIS PKWY	CARTERSVILLE	GA	30120	770-607-0660
BETH	BENNETT	B&E BENNETT INC	VILLAGE PLAZA SHOPPING CENTER, 868 S MAIN ST UNIT A1	CLEVELAND	GA	30528	706-865-3322
VICKY	BECKLER	BECKLER FINANCIAL SER INC	504 BROAD ST	WRENS	GA	30833	706-547-2190
DANSBY	CARTER	CARTER & CARTER SERV. INC	596 W LOUISE ST, STE B	CLARKESVILLE	GA	30523	706-754-3789
SHERRI	DOLLAR	DOLLAR 5 INC	80 S TALLAHASSEE ST	HAZLEHURST	GA	31539	912-379-1040
SHERRI	DOLLAR		25 W OAK ST	MC RAE	GA	31055	229-868-6633

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

SHERRI	DOLLAR		371 W PARKER ST, STE D	BAXLEY	GA	31513	912-367-1040
CATHLEEN	MENEREY	MENEREY TAX & ACCT LLC	2613 N HWY 27	LA FAYETTE	GA	30728	706-638-2812
CATHLEEN	MENEREY		13311 HWY 27 STE 4	CHICKAMAUGA	GA	30707	706-375-5450
CATHLEEN	MENEREY		10529 COMMERCE ST	SUMMERVILLE	GA	30747	706-857-2483
JUDY	PAIR	JANDAIR CORPORATION	537 LAKE CENTER PKWY	CUMMING	GA	30040	770-887-1650
JUDY	PAIR		5465 BETHELVIEW RD, STE 530	CUMMING	GA	30040	770-886-5150
JUDY	PAIR		3040 KEITH BRIDGE RD	CUMMING	GA	30041	678-455-3150
JACKIE	HEGWOOD		5391 HWY 136 W	TRENTON	GA	30752	706-657-6184
RUTH	DANIEL	STEINHAUSEN, INC.	1400 EATONTON RD STE 500	MADISON	GA	30650	706-342-4733
OSEI	ADOMA	ADOMA & ASSOCIATES CORP	CONYERS SQUARE SHOP CTR, 1745 HWY 138 SPACE C-8	CONYERS	GA	30013	770-483-9360
OSEI	ADOMA		MILSTEAD CROSSING SHOP CTR, 1603 GEORGIA HWY 20 N STE 203B	CONYERS	GA	30012	678-413-9547
SUSAN	WEBB		400 E 2ND AVE	ROME	GA	30161	706-295-1869
SUSAN	WEBB		1939A, SHORTER AVE	ROME	GA	30165	706-290-1872
JOHN	DANIEL	R&J BUSINESS SERVICES INC	2131 HOG MOUNTAIN RD	WATKINSVILLE	GA	30677	706-769-5596
KEN	PATTERSON	CHECK FACILITY INC	1763 COLUMBIA DR	DECATUR	GA	30032	404-288-9477
KEN	PATTERSON		1195 WYLIE ST	ATLANTA	GA	30316	404-549-7715
DOREEN	MORGAN	D MORGAN ACCTG SERV INC	6116 E COVINGTON HWY	LITHONIA	GA	30058	770-323-6311
ASGEDOM	TEMELSO		3500 N DECATUR RD, STE 107	SCOTTDAL	GA	30079	678-462-9309
ROBERT B	MIXON III		268 MILLEDGEVILLE HWY	GORDON	GA	31031	478-628-5600
JOSE	ANDRADE	RINA AGENCY	3722 PLEASANTDALE RD, STE C	DORAVILLE	GA	30340	770-908-1488
DAVID	WINTER		4825 ATLANTA HWY, STE 700	ALPHARETTA	GA	30004	770-772-6444
ROOSVELT	SIMIL	FAMILY LEGACY ENTERPRISES	526 FOREST PKWY STE B	FOREST PARK	GA	30297	404-363-8601
AN D	NGUYEN	PHP TAX & FIN'L SERVS INC	5775 JIMMY CARTER BLVD, STE 300C	NORCROSS	GA	30071	770-903-1095
SHANNON	WEBER	BY THE NUMBERS TAX & ACCT	DILLS SHOPPING CENTER, 12326 AUGUSTA AVE	LAVONIA	GA	30553	706-356-4312
BRENDA	CHITTICK		733 MAIN ST, STE A	STONE MOUNTAIN	GA	30083	770-413-0593
BRENDA	CHITTICK		737 MAIN ST, STE B	STONE MOUNTAIN	GA	30083	770-558-3330
PAMELA	BAKER	BAKER TAXX SERVICE, INC.	2920 MARTIN LUTHER KING JR DR	ATLANTA	GA	30311	404-472-9956
JAMES	FLOYD JR.	MEDWAY GROUP INC	BLDG 706 VANGUARD RD	FORT STEWART	GA	31315	912-876-2224
JAMES	FLOYD JR.		345 LINDQUIST RD, BLDG 71	FORT STEWART	GA	31315	912-432-8455



**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

BIBIANO	LOPEZ	JDMA INC	970 PEACHTREE INDUSTRIAL BLVD	SUWANEE	GA	30024	678-765-6772
GERRY	RANDALL GREEN	BETTER INCOME TAX SVC INC	2292 MOODY RD, STE 400	WARNER ROBINS	GA	31088	478-929-4291
RONALD	MORTON		1831 VETERANS BLVD, STE D	DUBLIN	GA	31021	478-272-1609
RONALD	MORTON		2323 E FIRST ST	VIDALIA	GA	30474	912-537-2347
ARTHUR	MURPHY		655 HARMON LOOP RD, STE 104	DEDEDO	GU	96912	671-637-0376
ARTHUR	MURPHY		310 W RT 8, STE 108	BARRIGADA	GU	96913	671-734-1829
BRIAN	GROENEWEG		1218 S MAIN	SIOUX CENTER	IA	51250	712-722-1046
JOAN	BENGFORD	JBBS LLC	610 2ND ST	IDA GROVE	IA	51445	712-364-2010
JOAN	BENGFORD		425 MAIN ST	MAPLETON	IA	51034	712-882-1331
LEROY	FRANCK III	LL FRANCK & CO	101 WASHINGTON ST WEST	WASHINGTON	IA	52353	319-653-4216
LEROY	FRANCK III		109 E MARION ST, STE B	SIGOURNEY	IA	52591	641-622-3188
DONNA	COTTINGTON	BLEU COTTY, INC.	814 STORY	BOONE	IA	50036	515-432-8743
ADAM	BUSEMAN	BUSSCO LLC	713 KELLY ST	CHARLES CITY	IA	50616	641-228-6073
JULIE	PEMBLE	JP ACCOUNTING INC.	712 2ND AVE SE, STE C	CRESCO	IA	52136	563-547-4811
JULIE	PEMBLE		730 MAIN ST	OSAGE	IA	50461	641-732-4039
JODY	EHLERS		106 W WATER	DECORAH	IA	52101	563-382-8797
JASON	BARNES	JBARNES HOLDINGS LLC	12 N 7TH ST	ESTHERVILLE	IA	51334	712-362-3351
ABIGAIL	BERGER	BERGER VENTURES INC	1310 CENTRAL AVE	FORT DODGE	IA	50501	515-955-1040
ABIGAIL	BERGER		2 N 3RD ST	HUMBOLDT	IA	50548	515-332-2933
KELLI	ELLIOTT		213 WEST ST	GRINNELL	IA	50112	641-236-6932
JASON	BARNES	JBARNES HOLDINGS LLC	614 S OAK ST	IOWA FALLS	IA	50126	641-648-4134
STEPHEN	AMERINE	TENFORTY, INC.	121 5TH AVE SW, STE AA	LE MARS	IA	51031	712-546-7471
JAMES	BRUXVOORT	BRUX, INC.	204 E LINN ST STE C	MARSHALLTOWN	IA	50158	641-752-4418
LEROY	FRANCK III	LL FRANCK & CO	115 1ST AVE W	NEWTON	IA	50208	641-792-1100
LEROY	FRANCK III	LL FRANCK & CO	726 CHURCH ST	OTTUMWA	IA	52501	641-682-5874
BRETT	BENGFORD	WITA LLC	509 N 3RD ST	RED OAK	IA	51566	712-623-9379
JASON	BARNES	JBARNES HOLDINGS LLC	106 S DODGE ST, STE 110	ALGONA	IA	50511	515-295-5531
LEROY	FRANCK III	L.L. FRANCK & CO	118 W JEFFERSON	WINTERSET	IA	50273	515-462-3779
LEROY	FRANCK III		903 MAIN ST	ADEL	IA	50003	515-993-4210
BRETT	BENGFORD	WITA LLC	707 W 7TH ST	ATLANTIC	IA	50022	712-243-4268

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

JAMES	GOBELI		106 CENTRAL AVE E	CLARION	IA	50525	515-532-3293
JANE	COOK	JC COOK & COMPANY	806 W 8TH ST	CARROLL	IA	51401	712-792-2770
DAVID	RICHARDS	D&J RICH LLC	111 S OLIVE ST	MAQUOKETA	IA	52060	563-652-2950
BRETT	BENGFORD	WITA LLC	306 E ERIE	MISSOURI VALLEY	IA	51555	712-642-3082
BRETT	BENGFORD	WITA LLC	38 S MAIN	DENISON	IA	51442	712-263-1040
LEROY	FRANCK III	L.L. FRANCK & CO	236 MAIN ST	COLUMBUS JUNCTION	IA	52738	319-728-3113
LEROY	FRANCK III	LL FRANCK & CO	120 BENTON AVE E	ALBIA	IA	52531	641-932-7536
LEROY	FRANCK III	L.L. FRANCK & CO	110 S 2ND	KNOXVILLE	IA	50138	641-842-6912
BRETT	BENGFORD	WITA LLC	1009 S FREMONT ST, STE B	SHENANDOAH	IA	51601	712-246-4476
JAMES	BRUXVOORT	BRUX, INC.	837 BROADWAY	PELLA	IA	50219	641-628-1337
JAMES	BRUXVOORT		109 HIGH AVE E	OSKALOOSA	IA	52577	641-673-8588
JASON	BARNES	JBARNES HOLDINGS LLC	102 N CLARK ST	FOREST CITY	IA	50436	641-585-3751
JASON	BARNES		710 HWY 18 W	GARNER	IA	50438	641-923-3169
LORI	SCALLON	LORI'S BOOKS INC	1320 EDGINGTON AVE	ELDORA	IA	50627	641-939-5071
LORI	SCALLON		807 LINCOLN ST, PO BOX 546	PARKERSBURG	IA	50665	319-346-8239
BRETT	BENGFORD	WITA LLC	1005 IOWA AVE	ONAWA	IA	51040	712-423-2289
AMANDA	FOX		624 SECOND ST	WEBSTER CITY	IA	50595	515-832-4571
AMANDA	SELLS		120 N 12TH ST	CENTERVILLE	IA	52544	641-856-8442
BRETT	BENGFORD	WITA LLC	1110 6TH ST	HARLAN	IA	51537	712-755-2055
BRETT	BENGFORD	BENGFORD ENTERPRISES LLC	920 S LOCUST	GLENWOOD	IA	51534	712-527-9993
BRETT	BENGFORD		2822 NORTHRIDGE DR	SIDNEY	IA	51652	712-374-2808
LEROY	FRANCK III	LL FRANCK & CO	107 S MAIN	CHARITON	IA	50049	641-774-5833
JODY	EHLERS		12 SPRING AVE	WAUKON	IA	52172	563-568-3433
PEGGY JO	CRACRAFT	TAB SERVICES, INC.	210 N LINDEN ST	LAMONI	IA	50140	641-784-6773
LEROY	FRANCK III	L.L. FRANCK & CO	302 E TAYLOR	CRESTON	IA	50801	641-782-5978
JASON	BARNES	JBARNES HOLDINGS LLC	214 4TH ST SE	HAMPTON	IA	50441	641-456-4211
LEROY	FRANCK III	LL FRANCK & CO	101 E MCCLAIN, STE 100	OSCEOLA	IA	50213	641-342-1540
LEROY	FRANCK III		107 NW 2ND ST	LEON	IA	50144	641-446-4181
ROBERT	SMITH	SMITH TAX FAIRFIELD, INC.	405 S 23RD ST	FAIRFIELD	IA	52556	641-472-6122
ROBERT	SMITH	SMITH TAX ENTERPRISES	301 W WASHINGTON	MOUNT PLEASANT	IA	52641	319-385-2454

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

RAY	HOFHEINS	HHK INC	3000 DIVISION ST	BURLINGTON	IA	52601	319-753-5454
RAY	HOFHEINS	HHK INC	1235 AVE H	FORT MADISON	IA	52627	319-372-7321
MARTIN	ERMELS	COCO AND ERMELS PC	925 NINTH ST	WEST DES MOINES	IA	50265	515-223-1457
MARTIN	ERMELS		4601 SW NINTH ST	DES MOINES	IA	50315	515-223-1457
STEPHEN	AMERINE		700 7TH ST	HAWARDEN	IA	51023	712-552-1450
RUTH	UDAGER	RAE & DJ, INC	210 N 11TH	SAINT MARIES	ID	83861	208-245-4253
RUTH	UDAGER		616 E MULLAN, STE E	OSBURN	ID	83849	208-753-9005
DONNA	CLIFFORD		10640 HWY 12	OROFINO	ID	83544	208-476-5454
CAROL	SIZEMORE	SIZEMORE ENTERPRISES LLC	306 MAIN ST, PO BOX 907	KAMIAH	ID	83536	208-935-2981
CAROL	SIZEMORE	SIZEMORE ENTERPRISES LLC	209 W MAIN ST	GRANGEVILLE	ID	83530	208-983-2650
DELBERT	TREE	R&R MANAGEMENT, INC.	154 BLUE LAKES BLVD N	TWIN FALLS	ID	83301	208-733-0106
DELBERT	TREE		108 S BROADWAY	BUHL	ID	83316	208-543-0918
DELBERT	TREE		799 CHENEY DR	TWIN FALLS	ID	83301	208-736-1668
DELBERT	TREE		2716 S LINCOLN, STE A	JEROME	ID	83338	208-324-2658
DELBERT	TREE		513 N MAIN ST, UNIT 3	HAILEY	ID	83333	208-788-3805
DELBERT	TREE		342 MAIN ST 3	GOODING	ID	83330	208-934-9203
DANNY	WEST		2175 OVERLAND AVE	BURLEY	ID	83318	208-678-9691
DANNY	WEST		818 S ONEIDA	RUPERT	ID	83350	208-436-1496
RUTH	UDAGER	RAE & DJ, INC	184 E NEIDER	COEUR D ALENE	ID	83815	208-664-4223
RUTH	UDAGER		8836 N HESS ST, STE A	HAYDEN	ID	83835	208-762-0788
MOLLY	JORDAN	DJM, INC.	117 S STATE ST	MARENGO	IL	60152	815-568-8053
MOLLY	JORDAN	DJM, INC.	3202 NW HWY	CARY	IL	60013	847-639-7711
SUE	KIES	K END K, INC.	857 E ROLLINS RD	ROUND LAKE BEACH	IL	60073	847-548-3623
PATRICIA	KNAUTZ	KNAUTZ, LTD	142 E MAIN ST	WARREN	IL	61087	815-745-2650
TINA	CRADDOCK		108 W MAIN ST	MC LEANSBORO	IL	62859	618-643-4246
MARY	HARRIS		102 LEIGH AVE	ANNA	IL	62906	618-833-2222
BRENDA	CRAIG	CRAIG & KILMER PTNRS.	121 N HICKORY	DU QUOIN	IL	62832	618-542-5751
SHARON	MERCER	TAXES PLUS, INC.	1130 COLUMBUS ST	OTTAWA	IL	61350	815-433-1799
DAVID	AUGUSTINE	DAVID W AUGUSTINE, INC.	709 12TH ST	LAWRENCEVILLE	IL	62439	618-943-5331
GLENDA	PERKINS		311 S MAIN	HILLSBORO	IL	62049	217-532-3615

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

CHERYL	JANSEN	CJ ACCOUNTING LLC	201 W JEFFERSON AVE	EFFINGHAM	IL	62401	217-347-7797
DANIEL	BARNEY	CLARENCE BARNEY JR INC	1801 N KICKAPOO ST	LINCOLN	IL	62656	217-732-4121
TINA	TJARKS		617 S SANGAMON	GIBSON CITY	IL	60936	217-784-8921
TINA	TJARKS		128 E LOCUST	FAIRBURY	IL	61739	815-692-4477
SHARON	MERCER	TAXES PLUS, INC.	116 S DAYTON	SANDWICH	IL	60548	815-786-2051
JOHN	ZINK		631 S BROADWAY AVE	SALEM	IL	62881	618-548-3444
DANIEL	BARNEY	CLARENCE BARNEY JR INC	12603 IL HWY 143, STE C	HIGHLAND	IL	62249	618-882-6580
DANIEL	BARNEY	CLARENCE BARNEY JR INC	314 E MAIN ST	HOOPESTON	IL	60942	217-283-5178
DANIEL	BARNEY	CLARENCE BARNEY JR INC	304 S MARKET ST, STE B	MONTICELLO	IL	61856	217-762-8494
DONNA	THOMSON	MT VERNON BUSINESS SVCS	215 N MILL	PONTIAC	IL	61764	815-842-2531
SHARON	MERCER	TAXES PLUS, INC.	1027 1ST AVE	ROCK FALLS	IL	61071	815-625-1808
DEBRA	MACKIE		108 E JACKSON	PETERSBURG	IL	62675	217-632-2515
DEBRA	MACKIE		302 W MAIN	HAVANA	IL	62644	309-543-0036
SHARON	MERCER	TAXES PLUS, INC.	218 E MAIN ST	STREATOR	IL	61364	815-672-2235
JUDITH	MAY		107 S JACKSON	NEWTON	IL	62448	618-783-3921
H. RICHARD	OXFORD		115 N COMMERCIAL ST	HARRISBURG	IL	62946	618-252-6365
MICHELLE	LINNABARY		109 N CENTRAL	PARIS	IL	61944	217-466-6255
DANIEL	BARNEY	CLARENCE BARNEY JR INC	311 WEDGEWOOD SQ	COLUMBIA	IL	62236	618-281-7166
DANIEL	BARNEY	CLARENCE BARNEY JR INC	512 W GALLATIN ST	VANDALIA	IL	62471	618-283-2737
H. RICHARD	OXFORD		890 4TH ST	ELDORADO	IL	62930	618-273-3744
JOHN	ZINK		127 E N AVE	FLORA	IL	62839	618-662-6806
THERESA	MEIER		624 W SOUTH ST	FREEPORT	IL	61032	815-235-3217
DAVID	AUGUSTINE	DAVID W AUGUSTINE, INC.	615 WALNUT	MOUNT CARMEL	IL	62863	618-262-5932
SHARON	MERCER	TAXES PLUS, INC.	1309 N GALENA	DIXON	IL	61021	815-288-5433
SHARON	MERCER	TAXES PLUS, INC.	115 E SOUTH ST	PLANO	IL	60545	630-552-4101
DANIEL	BARNEY	CLARENCE BARNEY JR INC	1514 B W SPRINGFIELD RD	TAYLORVILLE	IL	62568	217-824-4131
JOHN	ZINK		1211 S WEST ST	OLNEY	IL	62450	618-395-3834
SHARON	MERCER	TAXES PLUS, INC.	1313 MERIDEN ST	MENDOTA	IL	61342	815-539-7610
PATRICIA	KNAUTZ	KNAUTZ, LTD	423 N MAIN ST	SAVANNA	IL	61074	815-273-1040
SHARON	MERCER	TAXES PLUS, INC.	125 W S ST, STE 3	KEWANEE	IL	61443	309-852-3293

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

SHARON	MERCER	TAXES PLUS, INC.	1405 N MAIN ST	PRINCETON	IL	61356	815-875-3527
LOIS	EASTER	EASTER DEVELOPMENT INC.	114 S LOCUST	MANTENO	IL	60950	815-468-8931
LOIS	EASTER		422 S GOVERNORS HWY, STE 15	PEOTONE	IL	60468	708-258-0277
PATRICIA	KNAUTZ	KNAUTZ, LTD	215 E NORTH AVE	STOCKTON	IL	61085	815-947-2245
REBECCA	CLEMENS		205 S WALNUT ST	PINCKNEYVILLE	IL	62274	618-357-6886
JENNIFER	RECKINGER	RECKINGER, INC.	320 MAIN ST	ROSICLARE	IL	62982	618-285-6808
LINDA	WHITAKER	CORNERSTONE OF WESTERN IL	700 SE 3RD ST	ALEDO	IL	61231	309-582-7675
JUDITH	MAY		23 S CENTRAL	CASEY	IL	62420	217-932-5236
DOROTHY	MURPHY		103 W EUREKA AVE	EUREKA	IL	61530	309-467-3811
ALLEN	SCHRAD		701B S MAIN	TUSCOLA	IL	61953	217-253-5696
ALLEN	SCHRAD		315 S VINE	ARTHUR	IL	61911	217-543-2161
KRISTI	CRIDER	MEYER TAX PROFS INC	175 E JACKSON	VIRDEN	IL	62690	217-965-4443
SHARON	MERCER	TAXES PLUS, INC.	664 W VETERANS PKWY, STE B	YORKVILLE	IL	60560	630-882-8671
FATIMA	QUADRI	ACCTNG PERSPECTIVES, INC.	3344 S RTE 59 UNIT 116	NAPERVILLE	IL	60564	630-904-0918
REBECCA	CLEMENS		2413 BROADWAY, UNIT 2	MOUNT VERNON	IL	62864	618-244-3627
MELISSA	WALTER		13506 JULIE DR	POPLAR GROVE	IL	61065	815-765-3888
SHARON	MERCER	TAXES PLUS, INC.	MIDTOWN PLAZA, 1400 MIDTOWN RD STE B	PERU	IL	61354	815-223-0349
FATIMA	QUADRI	ACCTNG PERSPECTIVES, INC.	495 N SUGAR GROVE PKWY, STE F	SUGAR GROVE	IL	60554	630-466-0006
MOLLY	JORDAN	DJM, INC.	701 PEARSON DR	GENOA	IL	60135	815-784-6615
FATIMA	QUADRI	ACCOUNTANTS AND MORE INC	1816 E LINCOLN HWY	NEW LENOX	IL	60451	815-463-1208
SHARON	MERCER	TAXES PLUS, INC.	ATRIUM OFFICE CENTER, 2600 DEKALB AVE STE A	SYCAMORE	IL	60178	815-758-0101
SHARON	MERCER		JUNCTION CENTER, 818 W LINCOLN HWY	DEKALB	IL	60115	815-756-5382
TIM	HASHLAMOUN	AMERITAX SERVICE INC	8801 S HARLEM AVE	BRIDGEVIEW	IL	60455	708-237-4000
FEROZE	HANIF	DAAFES FINAN SERVS INC	1430 N LEWIS AVE	WAUKEGAN	IL	60085	847-599-7700
FAROOQ	BAWA	US FREEDOM TAX SERVICE	3925 W NORTH AVE	CHICAGO	IL	60647	773-342-9292
RAMI	HASHLAMOUN	DEVON BUSINESS GROUP INC	3050 W DEVON AVE	CHICAGO	IL	60659	773-338-3050
DALIA	KAINOVIC		2878 N MILWAUKEE AVE	CHICAGO	IL	60618	773-862-3090
SYED	ALI	US DIVERSE SOLUTIONS INC	10S642 KINGERY HWY UNIT 2	WILLOWBROOK	IL	60527	630-323-3066
JAMES	MCENERNEY	JWM INC	1040 S ARLINGTON HEIGHTS RD	ARLINGTON HEIGHTS	IL	60005	847-398-5141

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

RICHARD	JORDAN	EXECUTIVE STRATAGIES LTD	1618 N RAND RD	ARLINGTON HEIGHTS	IL	60004	847-870-1170
RONALD	MORTON		1192 US 27 N	BERNE	IN	46711	260-589-2616
DEBRA	NICHOLS		9 N WALNUT	DALE	IN	47523	812-937-4210
MAURICE	TUTTLE	JCI TAX ASSOCIATES INC	512 E OLD PLANK RD	BARGERSVILLE	IN	46106	317-422-9778
AMY JO	CANTU	AMY J CANTU, INC	121 E PEARL ST	WINAMAC	IN	46996	574-946-3832
WENDY	MEYER	ASWAN INC.	4 VILLAGE RD	BATESVILLE	IN	47006	812-934-4626
WENDY	MEYER		512 MAIN ST	BROOKVILLE	IN	47012	765-647-5884
WENDY	MEYER		1305 S ADAMS ST STE C	VERSAILLES	IN	47042	812-689-6080
WENDY	MEYER		131 EASTERN AVE	SUNMAN	IN	47041	812-623-1310
SANDRA	SANDERS	SANDRA SANDERS INC	105 N 2ND AVE	PRINCETON	IN	47670	812-385-2984
L JEAN	BRYAN	J.D. ASSOCIATES, INC.	417 CLIFTY DR	MADISON	IN	47250	812-265-2991
RONALD	MORTON		1248 S MAIN ST	BLUFFTON	IN	46714	260-824-3125
ROSALIND	GOSHEN		428 E NATIONAL AVE	BRAZIL	IN	47834	812-448-8088
DEBRA	NICHOLS		817 SYCAMORE ST	ROCKPORT	IN	47635	812-649-2541
DARLENE	COLE		SOUTHGATE SHOPPING CENTER, 371 S US HWY 231	JASPER	IN	47546	812-634-1336
SUE ANN	STROBEL SANDERS	SANDERS TAX GROUP LLC	731 MAIN ST	TELL CITY	IN	47586	812-547-5121
VICKI	SIMMONS		2580 WALTON BLVD	WARSAW	IN	46582	574-267-2940
VICKI	SIMMONS		3644 E COMMERCE DR	WARSAW	IN	46580	574-267-5375
BONNIE	ARNOLD		323 S CAVIN ST	LIGONIER	IN	46767	260-894-3038
RONALD	MORTON		1510 N MERIDIAN ST, UNIT C	PORTLAND	IN	47371	260-726-4319
LISA	KNEPP	L A K INC.	1205 A W PLYMOUTH ST	BREMEN	IN	46506	574-546-2440
NANCY	MCCRACKEN	MCCRACKEN CORPORATION	1173 COMMERCIAL DR, STE B	DELPHI	IN	46923	765-564-3783
NANCY	MCCRACKEN	MCCRACKEN CORPORATION	902 N SIXTH ST, STE E2	MONTICELLO	IN	47960	574-583-2795
TRACI	MARKSBERRY	TRACI MARKSBERRY CORP	881 W EADS PKWY	LAWRENCEBURG	IN	47025	812-537-0170
JANET	BOWLING	J BOWLING & ASSOCIATES	1335 S JACKSON ST	SALEM	IN	47167	812-883-1771
RONALD	MORTON		817 E WASHINGTON ST	WINCHESTER	IN	47394	765-584-0912
RONALD	MORTON		243 E JACKSON ST	PARKER CITY	IN	47368	765-468-7864
MARGO	STANCZAK		200 S OAK	LOOGOOTEE	IN	47553	812-295-2166
MAURICE	TUTTLE	JCI TAX ASSOCIATES INC	15430 US 31 N	EDINBURGH	IN	46124	812-526-6907

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

DONALD	STIDHAM	ADS TAX SERVICE LLP	600 IRONWOOD DR STE K AND L	FRANKLIN	IN	46131	317-738-3324
BRYAN	COLLIER	BAC INCORPORATED	465 S MAIN ST	MARTINSVILLE	IN	46151	765-342-8120
ELIZABETH	HOUSTON		224 W WASHINGTON ST	RENSSELAER	IN	47978	219-866-8761
NANCY	MCCRACKEN	MCCRACKEN CORPORATION	201 N MAIN	HEBRON	IN	46341	219-215-4069
BONNIE	ARNOLD		102 N MAIN ST	CHURUBUSCO	IN	46723	260-693-3285
ANITA	KITE		305 W US HWY 36, PO BOX 162	ROCKVILLE	IN	47872	765-569-6639
ANDREW	BLAKLEY	A BLAKLEY INC	202 E MAIN ST	DANVILLE	IN	46122	317-745-6051
NANCY	MCCRACKEN	MCCRACKEN CORPORATION	305 UNION ST	COVINGTON	IN	47932	765-793-2569
NANCY	MCCRACKEN	MCCRACKEN CORPORATION	KNOX MALL, 1311 S HEATON ST	KNOX	IN	46534	574-772-2316
NANCY	MCCRACKEN	MCCRACKEN CORPORATION	2452 E US HWY 41	ATTICA	IN	47918	765-762-3050
WENDY	MEYER	ASWAN INC.	1801 N GREENSBURG CROSSING	GREENSBURG	IN	47240	812-663-7608
STEVEN	BUCCI	LADDES, INC	120 W STATE ST	PENDLETON	IN	46064	765-778-2425
JOHN	BRIDGEWATER		2202 N TOTTEN CIRCLE, UNIT C	NORTH VERNON	IN	47265	812-346-3234
DARLENE	COLE		318 N GEIGER ST	HUNTINGBURG	IN	47542	812-683-5719
LEE	LINCOLN		75 E FRANKLIN	SPENCER	IN	47460	812-829-3141
LEE	LINCOLN		2 S MAIN ST	CLOVERDALE	IN	46120	765-795-3257
LEE	LINCOLN		9109 W HWY 45	BLOOMINGTON	IN	47403	812-825-5821
RONALD	MORTON		212 W MAIN ST	HARTFORD CITY	IN	47348	765-348-4440
CYNTHIA	PRUITT	CCP, LLC	24 W MAIN ST	CAMBRIDGE CITY	IN	47327	765-478-5223
ANDREW	BLAKLEY	A BLAKLEY INC	967 N GREEN ST	BROWNSBURG	IN	46112	317-852-2097
ANDREW	BLAKLEY		7732 E US HWY 36	AVON	IN	46123	317-272-0407
MARGO	STANCZAK		1100 FRANKLIN AVE	BICKNELL	IN	47512	812-735-3430
DEBRA	GRUZOSKY	DPG HOLDINGS, INC.	709-7 PLAZA DR	CHESTERTON	IN	46304	219-926-2223
WANDA	FELL	FELL ACCT & ASSOC., INC.	7600 STATE RD 64 STE E	GEORGETOWN	IN	47122	812-951-3332
REBECCA	WILLARD		207 E HIGH ST	MOORESVILLE	IN	46158	317-831-7777
NANCY	MCCRACKEN	MCCRACKEN CORPORATION	809 S HALLECK ST	DEMOTTE	IN	46310	219-215-4068
BRYAN	COLLIER	BAC INCORPORATED	91 GOULD ST	NASHVILLE	IN	47448	812-988-6591
LINDA	CURL		513 W MICHIGAN	NEW CARLISLE	IN	46552	574-654-3870
NANCY	MCCRACKEN	MCCRACKEN CORPORATION	252 E WALNUT ST	FRANKFORT	IN	46041	765-654-8524
WILLIAM	GORMAN		19 S WASHINGTON	KNIGHTSTOWN	IN	46148	765-345-7246

EXHIBIT E  
LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23

NANCY	MCCRACKEN	MCCRACKEN CORPORATION	633 W MAIN ST	PERU	IN	46970	765-473-4369
ANDREW	BLAKLEY	A BLAKLEY INC	26 S MAIN	FORTVILLE	IN	46040	317-485-5100
MARGO	STANCZAK		1203 MAIN ST	VINCENNES	IN	47591	812-882-8473
NANCY	MCCRACKEN	MCCRACKEN CORPORATION	340 MALL RD	LOGANSPOET	IN	46947	574-722-4060
SUE	KERBER	THE MARENGO BRANCH, INC.	6913 E STATE RD 64	MARENGO	IN	47140	812-365-2934
RONALD	MORTON		322 S MAIN ST	DUNKIRK	IN	47336	765-768-6788
AMANDA	RHOTON	MANDACO LLC	175 N MAIN ST, STE 30B	KOUTS	IN	46347	219-766-3200
BRYAN	COLLIER	BAC INCORPORATED	219 N US 31	NEW WHITELAND	IN	46184	317-530-5216
NANCY	MCCRACKEN	MCCRACKEN CORPORATION	1688 CRAWFORDSVILLE SQUARE DR	CRAWFORDSVILLE	IN	47933	765-362-4548
LISA	KNEPP	L A K INC.	PILGRIM PLACE SHOP CTR, 1434 PILGRIM LN	PLYMOUTH	IN	46563	574-936-4070
DAVID	OGLES	OGLES TAX INC	18 W MAIN ST	GREENFIELD	IN	46140	317-462-7178
JOSEPH M	GREEN		829 N 13TH ST	DECATUR	IN	46733	260-724-3231
VENETTE	DAVIS		1945 S OHIO STE A	SALINA	KS	67401	785-827-4253
VENETTE	DAVIS	TAXIAM, INC	1103 W CRAWFORD STE F	SALINA	KS	67401	785-827-5817
THOMAS	EYESTONE	TRE, INC.	100 W 5TH ST STE 100	HOLTON	KS	66436	785-364-3537
JO	WIEBE	TAX ASSOCIATES, INC.	218 N DOUGLAS	ELLSWORTH	KS	67439	785-472-4322
KATHLEEN	BEARD		784 4TH	PHILLIPSBURG	KS	67661	785-543-2239
KATHLEEN	BEARD		912 N STATE ST	NORTON	KS	67654	785-877-4096
KATHLEEN	BEARD		209 E MAIN ST	HILL CITY	KS	67642	785-421-8187
KATHLEEN	BEARD		104 E KANSAS AVE	SMITH CENTER	KS	66967	785-282-6755
JANET	EHRlich	JLDJ, INC.	2707 VINE ST STE 12	HAYS	KS	67601	785-625-6316
JENNIFER	BUHRMAN	S&N TAX SERVICES LLC	107 N SUMMIT	ARKANSAS CITY	KS	67005	620-442-4920
SAMATHA	LARNEY	SKL TAX SERVICE LLC	108 W MAIN	CHANUTE	KS	66720	620-431-0570
PAULA	CLOSS		502 W 12TH	COFFEYVILLE	KS	67337	620-251-1348
KAREN	STRASSBURG	K & K FINANCIAL SERVICES	1430 W CENTRAL	EL DORADO	KS	67042	316-321-6960
WENDELL	WRIGHT		701 W 6TH ST	JUNCTION CITY	KS	66441	785-238-3742
WENDELL	WRIGHT		434 LINCOLN AVE	CLAY CENTER	KS	67432	785-632-2821
WENDELL	WRIGHT		1229 N WASHINGTON	JUNCTION CITY	KS	66441	785-238-1040
ERIC	DOAN	DOAN FAMILY CORPORATION	2023 LAKIN	GREAT BEND	KS	67530	620-793-9361
FRED	FOX III	T&J TAX LLC	48 VILLAGE PLAZA	LIBERAL	KS	67901	620-624-7691



**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

JO	WIEBE	TAX ASSOCIATES, INC.	29 W 2ND	HUTCHINSON	KS	67501	620-662-5321
JO	WIEBE		1429 N LORRAINE	HUTCHINSON	KS	67501	620-664-6916
ROBERT	DAVIS	RD & VKDAVIS INC	113 N MILL	BELOIT	KS	67420	785-738-5801
ROBERT	DAVIS		1822 S LINCOLN AVE	CONCORDIA	KS	66901	785-243-3400
ASHLEY	SHERMAN	SHERMAN TAX SERVICES LLC	505 N FRANKLIN AVE, STE F	COLBY	KS	67701	785-462-6836
SHEILA	BURENHEIDE	SHEMAR, INC.	729 W 6TH AVE	EMPORIA	KS	66801	620-342-5787
SHEILA	BURENHEIDE		514 MARKET ST	OSAGE CITY	KS	66523	785-528-3612
FRANCES	LARE		111 N MAIN	MCPHERSON	KS	67460	620-241-5822
CHERI	FORBIS		2321 MILITARY	BAXTER SPRINGS	KS	66713	620-856-3377
DAVID	TARTER	TARTER, INC.	710 THIRD AVE	DODGE CITY	KS	67801	620-227-8031
CARL	JOHNS		126 W 4TH	CANEY	KS	67333	620-879-2242
THOMAS	TYLER		101 E MAIN	INDEPENDENCE	KS	67301	620-331-4940
THOMAS	TYLER		308C E MAIN	CHERRYVALE	KS	67335	620-336-2750
PAUL	BRUNSON	TAXSERV INC	208 NE 14TH	ABILENE	KS	67410	785-263-4080
RANDY	HALE		209 W MAPLE	COLUMBUS	KS	66725	620-429-1040
DELILAH	LEIKER	LILA'S ACCOUNTING INC	815 MAIN	GOODLAND	KS	67735	785-899-3022
MATTHEW	ROSS	MC ENDEAVORS	316 W MAIN	COUNCIL GROVE	KS	66846	620-767-6799
MATTHEW	ROSS		10 W MAIN	HERINGTON	KS	67449	785-258-2823
SAMATHA	LARNEY	SKL TAX SERVICE LLC	901 N STATE ST	IOLA	KS	66749	620-365-2141
BRENDA	TUCKER		413 S MAIN	SCOTT CITY	KS	67871	620-872-5879
THOMAS	EYESTONE	TRE, INC.	1705 COMMERCIAL CIRCLE, STE 3	WAMEGO	KS	66547	785-456-2530
PATTY	RAMSEY		401 S OAK	GARNETT	KS	66032	785-448-6480
JO	WIEBE	TAX ASSOCIATES, INC.	130 E AVE S	LYONS	KS	67554	620-257-3322
JASON	WOOTONN		240 N MAIN ST, STE A	KINGMAN	KS	67068	620-532-5342
JASON	WOOTONN		299 W 7TH	AUGUSTA	KS	67010	316-775-7331
JASON	WOOTONN		506 N MAIN ST	EUREKA	KS	67045	620-583-5690
JASON	WOOTONN		119 S WASHINGTON AVE, PO BOX 491	WELLINGTON	KS	67152	620-326-5421
JASON	WOOTONN	JIM GATES AGENCY LP	101 W MAIN	ANTHONY	KS	67003	620-842-3741
JASON	WOOTONN		240 N MAIN ST STE A	KINGMAN	KS	67068	620-532-3171
JASON	WOOTONN		631 MONROE ST	FREDONIA	KS	66736	620-378-2826

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

JASON	WOOTONN		1519 MAIN ST	PARSONS	KS	67357	620-421-2850
MELISSA	STURM		102 S MAIN	ULYSSES	KS	67880	620-356-4857
ERIC	DOAN	DOAN FAMILY CORPORATION	120 S MAIN	PRATT	KS	67124	620-672-6065
DAVID	TARTER	TARTER & ASSOCIATES INC	324 MAIN ST	LARNED	KS	67550	620-285-2645
JENNIFER	BUHRMAN	S&N TAX SERVICES LLC	916 MANNING ST	WINFIELD	KS	67156	620-221-3870
DAVID	TARTER	TARTER & CO., INC.	921 KANSAS PLAZA	GARDEN CITY	KS	67846	620-276-2577
THOMAS	EYESTONE	TRE, INC.	907 BROADWAY	MARYSVILLE	KS	66508	785-562-5616
THOMAS	EYESTONE	TRE, INC.	MANHATTAN CROSSING, 634 TUTTLE CREEK BLVD	MANHATTAN	KS	66502	785-776-7531
THOMAS	EYESTONE		VILLAGE PLAZA, 3047 ANDERSON AVE	MANHATTAN	KS	66503	785-587-5207
PAUL	BRUNSON	TAXSERV INC	CENTRAL NATIONAL BANK BLDG, 105 E BROADWAY	NEWTON	KS	67114	316-283-1495
PAULA	STRASHEIM		705 OREGON	HIAWATHA	KS	66434	785-742-3162
PATRICK	MANROSE	MANCOR FINANCIAL SER. INC	156 LONDON SHOPPING CENTER	LONDON	KY	40741	606-864-7321
PATRICK	MANROSE		93 CVB DR	LONDON	KY	40741	606-878-1441
JOHN	SANDIDGE	ONE COR FOUR TWO INC	760 N HWY 27, STE 2	WHITLEY CITY	KY	42653	606-376-8390
JOHN	SANDIDGE		965 S HWY 25 W, STE 12	WILLIAMSBURG	KY	40769	606-549-5668
PATRICK	MANROSE	MANCOR FINANCIAL SER. INC	TRADEMART SHOPPING CENTER, 14659 N US HWY 25-E STE 14	CORBIN	KY	40701	606-528-5038
TAMARA	AMMERMAN	AMMERMAN FIN'L CONSUL LLC	113 MAIN ST	AUGUSTA	KY	41002	606-756-2520
CHRISTY	BROWN		133 TOM T HALL BLVD	OLIVE HILL	KY	41164	606-286-5327
CYNTHIA	JOHNSON	DAYSRING ENTERPRISES INC	1520 N MAIN ST	BEAVER DAM	KY	42320	270-274-7876
ROSEZELL	WADDLE	RJ TAX SERVICE, INC.	200 LACY ST	STANFORD	KY	40484	606-365-1270
STACY	FROMAN	A FIRM FOUNDATION	164 FRANKFORT RD	SHELBYVILLE	KY	40065	502-633-5950
STACY	FROMAN		5630 S MAIN ST	EMINENCE	KY	40019	502-845-4163
ANN	CRANK		203 EASTWOOD SHOPPING CTR	FRANKFORT	KY	40601	502-695-7444
ANN	CRANK		1230 US 127 S, STE 7	FRANKFORT	KY	40601	502-352-2732
LAMARILUS	PEACE		160 MADISON SQUARE	MADISONVILLE	KY	42431	270-821-7236
LAMARILUS	PEACE		MARTIN MALL, 1070 THORNBERRY DR	MADISONVILLE	KY	42431	270-821-4209
GARY	CAMPBELL	CAMPBELL FIN'L SERV. INC.	642 UNIVERSITY SHOPPING CTR	RICHMOND	KY	40475	859-623-9265
GARY	CAMPBELL		2130 LEXINGTON RD, STE D	RICHMOND	KY	40475	859-625-0495

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

PAT	SULLIVAN JR	SULLIVAN SERVICES, INC.	ORCHARD CENTER, 980 N MAIN	NICHOLASVILLE	KY	40356	859-887-1783
MARILYN	BRADLEY	CKMN, INC DBA H&R BLOCK	MCMEEKIN PLAZA, 808 S BROADWAY	GEORGETOWN	KY	40324	502-863-4492
TERESA	PELFREY	TDF BUSINESS SVCS INC	216 BRENT AVE	DANVILLE	KY	40422	859-236-3281
JANICE	ATWOOD		376 RANDOLPH ST	LIBERTY	KY	42539	606-787-9604
ZACKARY	FRYMAN		930 HWY 27 STE 6	CYNTHIANA	KY	41031	859-234-4370
JAMEY	POWELL	LEGACY II INC	1102 E PARIS RD, STE 3	MAYFIELD	KY	42066	270-247-7007
THOMAS	POWELL	LEGACY II INC	CHESTNUT HILLS SHOP CTR, 712 N 12TH	MURRAY	KY	42071	270-753-9204
MARILYN	BRADLEY	MARILYN KLEE BRADLEY, INC	1204 MARKET ST	LA GRANGE	KY	40031	502-222-1957
MARILYN	BRADLEY		6225 W HWY 146	CRESTWOOD	KY	40014	502-241-1392
FAYETTA	WOOSLEY	V&W TAX SERVICE, INC.	431 MAIN ST	CARROLLTON	KY	41008	502-732-5981
TIMOTHY	STEPHENS		359 RICHMOND RD	IRVINE	KY	40336	606-723-5252
TIMOTHY	STEPHENS		813 HWY 52 W	BEATTYVILLE	KY	41311	606-464-3709
GLENN	CONRAD	CALHOUN H & R BLOCK	340 W 1ST ST	CALHOUN	KY	42327	270-273-3102
GARY	CAMPBELL	CAMPBELL FIN'L SERV. INC.	1028 N COLLEGE, STE 2	HARRODSBURG	KY	40330	859-734-7330
BETTY	DITMORE	JABET, INC	125 HILL CREST	FRANKLIN	KY	42134	270-586-6563
JENNIFER	RECKINGER	RECKINGER, INC.	210 S MAIN	MARION	KY	42064	270-965-3001
ROSEZELL	GARRETT	RJ TAX SERVICE, INC.	67 CREEK TER, STE A	SOMERSET	KY	42503	606-679-4591
ROSEZELL	GARRETT		4311 S HWY 27, STE 4	SOMERSET	KY	42501	606-451-0789
GARY	CAMPBELL	CAMPBELL FIN'L SERV. INC.	210 N BROADWAY, STE 4	BEREA	KY	40403	859-986-9892
GARY	CAMPBELL		480 W MAIN ST	MOUNT VERNON	KY	40456	606-256-9150
LAMARILUS	PEACE		1603 W EVERLY BROS BLVD, STE 3	CENTRAL CITY	KY	42330	270-754-5230
STACY	FROMAN	STACY FROMAN INC	10607 W MANSICK RD	FAIRDALE	KY	40118	502-361-5351
CYNTHIA	JOHNSON	DAYSRING ENTERPRISES INC	140 N MAIN ST	GREENVILLE	KY	42345	270-338-4570
DEBRA	NICHOLS		550 ROBERTSON ST	HAWESVILLE	KY	42348	270-927-6521
STACY	FROMAN	STACY FROMAN INC	1679 OLD PRESTON HWY, STE 20	HILLVIEW	KY	40129	502-957-4067
ANGELA	POWELL	ADPOWELL, INC.	88 B COMMERCE BLVD	BENTON	KY	42025	270-527-9952
PENELOPE	CRITCHELOW	CRITCHELOW TAX SERV INC	1117 OLD HWY 60	HARDINSBURG	KY	40143	270-756-2265
JENNIFER	RECKINGER	RECKINGER, INC.	2231 WESTERFIELD DR	PROVIDENCE	KY	42450	270-667-5975
CHRIS	STRAIN	STRAIN & STRAIN, INC.	1808 OLD GALLATIN RD	SCOTTSVILLE	KY	42164	270-237-4641
ROSEZELL	WADDLE	RJ TAX SERVICE, INC.	116 PLEASANT RETREAT PLAZA	LANCASTER	KY	40444	859-792-4548

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

DIANE	WHITE	HARRIS BKPG & TAX SER INC	120 E STOCKTON ST	EDMONTON	KY	42129	270-432-0087
ROSEZELL	WADDLE	RJ TAX SERVICE, INC.	1215 N MAIN ST, STE 7	MONTICELLO	KY	42633	606-348-6441
JENNIFER	RECKINGER	RECKINGER, INC.	111 W MAIN ST	MORGANFIELD	KY	42437	270-389-4712
LAMARILUS	PEACE		216 N HOPKINSVILLE ST	NORTONVILLE	KY	42442	270-676-3256
LAMARILUS	PEACE		101 E RAILROAD AVE	DAWSON SPRINGS	KY	42408	270-797-8919
JANICE	ATWOOD		110 OFFICE PARK DR	COLUMBIA	KY	42728	270-384-2343
TIMOTHY	STEPHENS		120 S MAIN	STANTON	KY	40380	606-663-5935
TIMOTHY	STEPHENS		74 MAIN ST W	OWINGSVILLE	KY	40360	606-674-8125
PAT	SULLIVAN JR	SULLIVAN SERVICES, INC.	213 N MAIN	VERSAILLES	KY	40383	859-873-8313
RONALD	MORTON		37 COMMERCE ST, BOX 2	CADIZ	KY	42211	270-522-3077
CYNTHIA	JOHNSON	DAYSRING ENTERPRISES INC	108 ASHLEY PLAZA CIRCLE	MORGANTOWN	KY	42261	270-526-5456
ROSEZELL	WADDLE	RJ TAX SERVICE, INC.	KEY VILLAGE, 2329 LAKEWAY STE H	RUSSELL SPRINGS	KY	42642	270-866-2362
LAMARILUS	PEACE	PEACE FAMILY LIVING TRUST	362 US HWY 41 N	SEBREE	KY	42455	270-835-2981
TAMARA	AMMERMAN	AMMERMAN FIN'L CONSUL LLC	1311 W SHELBY	FALMOUTH	KY	41040	859-654-6095
ROSEZELL	WADDLE	RJ TAX SERVICE, INC.	807 N CROSS ST	ALBANY	KY	42602	606-387-4997
CHRIS	STRAIN	STRAIN & STRAIN, INC.	90 EXECUTIVE DR, STE C	TOMPKINSVILLE	KY	42167	270-487-1139
RONALD	MORTON		3955 ALEXANDRIA PIKE	COLD SPRING	KY	41076	859-442-0563
DEBRA	NICHOLS		3189 FAIRVIEW DR, STE C	OWENSBORO	KY	42303	270-683-5014
DEBRA	NICHOLS		3333 FREDERICA ST STE 9	OWENSBORO	KY	42303	270-684-1040
NYENATEE	MONGER	MONGER & COMPANY LLC	1863 BERRY BLVD	LOUISVILLE	KY	40215	502-275-5586
DEBORAH	BOOKER		9858 HWY 79	HAYNESVILLE	LA	71038	318-624-3067
DAWN	LEBLANC	ACDP LLC	2635 VETERANS MEMORIAL DR	ABBEVILLE	LA	70510	337-893-1363
FAY	PAYNE	PAYNE & PAYNE LLC	1200 BUSINESS HWY 190 STE 42	COVINGTON	LA	70433	985-892-0651
EDWARD	WILCOX		1002 E 4TH ST	DEQUINCY	LA	70633	337-786-4572
THERESA	MENARD		900 N CUSHING AVE	KAPLAN	LA	70548	337-643-8449
JAMES	VIDRINE		219 E FIFTH AVE	OAKDALE	LA	71463	318-335-0880
DARLENE	SOILEAU		247 E MAIN ST	VILLE PLATTE	LA	70586	337-363-1415
MELISSA	GOURGUES	PARISH CLAIRE LLC	232 BELLE TERRE BLVD, STE C	LAPLACE	LA	70068	985-652-5310
DEBORAH	BOOKER		1302 S ARKANSAS ST	SPRINGHILL	LA	71075	318-539-9141
MELISSA	GOURGUES	PARRISH CLAIRE LLC	433 S COLUMBIA ST	BOGALUSA	LA	70427	985-735-8386

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

KELLY	ESTIS		710 FIRST ST	DELHI	LA	71232	318-878-5409
BREANNE	ORMAN	ORMAN, INC.	1041 MAIN ST	FRANKLINTON	LA	70438	985-839-9442
PAM	SCHEXNAYDER	P SCHEXNAYDER LLC	13970 W MAIN	LAROSE	LA	70373	985-693-1040
KELLY	ESTIS		424 MADELINE ST	RAYVILLE	LA	71269	318-728-6767
KELLY	ESTIS		1411 EE WALLACE BLVD	FERRIDAY	LA	71334	318-757-6218
KELLY	ESTIS		1109 CARTER ST, STE 7	VIDALIA	LA	71373	318-336-7417
MELISSA	GOURGUES	PARRISH CLAIRE LLC	3403 US-190	MANDEVILLE	LA	70471	985-626-4256
MELISSA	GOURGUES		64519 HWY 41, STE 2	PEARL RIVER	LA	70452	985-863-2774
DARLENE	GILBERT	DARLENE GILBERT, INC.	7206 HWY 165	COLUMBIA	LA	71418	318-649-2832
SHIRLEY	BABB TAUZIN		115 COURTHOUSE ST	BREAUX BRIDGE	LA	70517	337-332-1040
LEE	THIBODEAUX	L D THIBODEAUX, INC	4071 HWY 1	RACELAND	LA	70394	985-537-3255
CARLA	CHARTIER	CBC TAX SERVICES INC.	26271 HWY 23	PORT SULPHUR	LA	70083	504-564-0065
KRISHONDRA	NOEL	CREDIT CONSULTATIVE LLC	7717 MAIN ST	HOUMA	LA	70360	888-815-7764
MICHAEL	TOKLA		30B FALMOUTH RD	MASHPEE	MA	2649	508-477-5646
DENNIS	ROGERS	M V SERVICES, INC.	97 CIRCUIT AVE	OAK BLUFFS	MA	2557	508-693-7722
ALFRED	SMITH		1198 MAIN ST RTE 28	SOUTH YARMOUTH	MA	2664	508-398-6084
TIMOTHY	GERMANN		COBBLESTONE COURT II, 23 RTE 134	SOUTH DENNIS	MA	2660	508-398-9880
TIMOTHY	GERMANN		85 RTE 6A	ORLEANS	MA	2653	508-255-4924
JOSEPH	MCLAUGHLIN		135 A OLD SOUTH RD	NANTUCKET	MA	2554	508-325-7745
MICHAEL	TOKLA		331 COTUIT RD, UNIT 35	SANDWICH	MA	2563	508-833-9091
OLIVIA	LY	PORLAY TAX SERVICES INC	336 WESTFORD ST UNIT 2	LOWELL	MA	1851	978-735-2031
MICHAEL	TOKLA		460 WAQUOIT HWY	EAST FALMOUTH	MA	2536	508-548-6676
MICHAEL	TOKLA		TEATICKET PLAZA, 236 TEATICKET HWY	EAST FALMOUTH	MA	2536	508-495-9513
EDWARD	BONACCORSI II	TAX PREP SERVS INC	154 HAVERHILL ST, 2ND FLOOR	METHUEN	MA	1844	978-540-0829
ANTHONY	MARASCHIELLO		479 MAIN ST	WOBURN	MA	1801	781-933-2433
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	BURTONS PLAZA, 1223D NATIONAL HWY	LAVALE	MD	21502	301-722-7100
JOHN	BENNETT JR	JOHN BENNETT, INC.	CARROLL PLAZA SHPG CTR, 250 ENGLAR RD UNIT R10B	WESTMINSTER	MD	21157	410-848-1065
JOHN	BENNETT JR		ROBERTS FIELD SHOPPING CENTER, 721 HANOVER PIKE	HAMPSTEAD	MD	21074	410-374-6060

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

JOHN	BENNETT JR		239-A E BALTIMORE ST	TANEYTOWN	MD	21787	410-756-6786
JOHN	BENNETT JR		3208 MAIN ST	MANCHESTER	MD	21102	443-507-6008
JAMES	MORGAN III	LEGMOR INC	108 OLD SOLOMONS IS RD, STE U1	ANNAPOLIS	MD	21401	410-266-8633
JAMES	MORGAN III		1298 BAY DALE DR, STE 200	ARNOLD	MD	21012	410-757-6957
JAMES	MORGAN III		108 OLD SOLOMONS ISLAND RD U-2	ANNAPOLIS	MD	21401	410-266-8633
BRIAN	TAYLOR	O.U.R. CORP.	21815 THREE NOTCH RD, STE I	LEXINGTON PARK	MD	20653	301-862-1040
BRENDA	SHANK	TAXCO LLC	428 WEBER RD	OAKLAND	MD	21550	301-334-3555
CHERYL	HURD	CS HURD, LLC	301 MORGNEC RD	CHESTERTOWN	MD	21620	410-778-4272
ROBERTA	FRANKLIN	AMDEDA, LLC	1001 TWIN ARCH RD, STE 25B	MOUNT AIRY	MD	21771	301-829-2754
LORI	DAGENHART		BRUNSWICK SHOPPING CENTER, 62 SOUDER RD	BRUNSWICK	MD	21716	301-834-7426
CHERYL	HURD	CS HURD CENTREVILLE LLC	3 CHESTER PLAZA	CHESTER	MD	21619	410-643-3207
TAI	SUNG	SUNG AND COMPANY, LLC	451 HUNGERFORD DR, STE 518	ROCKVILLE	MD	20850	301-545-1988
TAI	SUNG		451 HUNGERFORD DR, STE 109	ROCKVILLE	MD	20850	240-599-0988
DONALD	FAHNESTOCK JR		16 S MAIN ST	BOONSBORO	MD	21713	301-432-5880
DONALD	FAHNESTOCK JR	C&J CRIMSON PRIDE INC	820 MOTTER AVE	FREDERICK	MD	21701	301-662-6354
DONALD	FAHNESTOCK JR		1041 W PATRICK ST	FREDERICK	MD	21702	301-662-2720
DONALD	FAHNESTOCK JR		DISCOVERY CROSSINGS SHOP CTR, 8429A WOODSBORO PIKE	WALKERSVILLE	MD	21793	301-845-0809
DONALD	FAHNESTOCK JR		EVERGREEN SQUARE UNIT 27, 5732 BUCKEYSTOWN PIKE	FREDERICK	MD	21704	301-668-1039
M.C.	BREWER		12175 ELM ST	PRINCESS ANNE	MD	21853	410-651-1004
M.C.	BREWER	ATLANTIC TAX GROUP INC	130 NEWTOWNE BLVD	POCOMOKE CITY	MD	21851	410-957-0149
M.C.	BREWER		914 W MAIN ST	CRISFIELD	MD	21817	410-968-2208
TRACY	WILLARD	TOTAL TAX LLC	625 BROADWAY	BANGOR	ME	4401	207-947-0333
TRACY	WILLARD		393 WILSON ST	BREWER	ME	4412	207-989-3735
VICKIE	CROTEAU	HERITAGE BUS. SERVICES PA	171 WASHINGTON ST	LIMERICK	ME	4048	207-793-2041
JANET	EVERETT		42 MAIN ST	SOUTH PARIS	ME	4281	207-743-6923
DAN	AMERO	DCBL, LLC	769 MAIN ST	PRESQUE ISLE	ME	4769	207-764-6765
ERIC	GARLAND	4G TAX INCORPORATED	50 OXFORD AVE	RUMFORD	ME	4276	207-364-2949
ERIC	GARLAND		2473 MAIN ST	RANGELEY	ME	4970	207-864-2300
MANDY	DOW	TAXMAN, INC	178 NORTH AVE	SKOWHEGAN	ME	4976	207-474-5573

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MANDY	DOW		8 MAIN ST	NEWPORT	ME	4953	207-368-4081
PAULINE	LEACH	POINTED PENCIL INC	104 LINCOLNVILLE AVE	BELFAST	ME	4915	207-338-2188
MARCIA	CARLOW	MARCIA CARLOW, INC.	25 HADLEY LAKE RD	MARSHFIELD	ME	4654	207-255-8637
CATHERINE	HOPE	CATHERINE V HOPE LLC	25 MAIN ST	BUCKSPORT	ME	4416	207-469-7330
CATHERINE	HOPE	CATHERINE V HOPE LLC	270 HIGH ST, STE 101	ELLSWORTH	ME	4605	207-667-9788
JAYNE	KERVIN	KERVIN ENTERPRISES LLC	13 MARKET SQUARE	HOULTON	ME	4730	207-532-9586
JAYNE	KERVIN		20 BALSAM DR	MILLINOCKET	ME	4462	207-723-4818
BRENDA	JIPSON		21 LEE RD	LINCOLN	ME	4457	207-794-8200
MARCIA	CARLOW	MARCIA CARLOW, INC.	109 NORTH ST	CALAIS	ME	4619	207-454-3966
JAMMIE	KNOX	TYLERS TAX SOLUTIONS, INC	118 KNOWLTON CORNER RD	FARMINGTON	ME	4938	207-778-6752
JAMMIE	KNOX		72 MAIN ST	LIVERMORE FALLS	ME	4254	207-897-2396
JAMMIE	KNOX		368 MAIN ST, PO BOX 458	KINGFIELD	ME	4947	207-265-4431
CORY	DOW	TAXMAN, INC	233 MAIN ST	WATERVILLE	ME	4901	207-873-2600
KURT	FORTIER	KURT A FORTIER INC	1073 W MAIN ST STE 3	DOVER FOXCROFT	ME	4426	207-564-2363
KURT	FORTIER		311 CORINNA RD	DEXTER	ME	4930	207-924-5504
CORY	DOW	TAXMAN, INC	185 TOWNSEND RD	BOOTHBAY HARBOR	ME	4538	207-633-4952
DANIEL	BONENFANT	FORM PARTNER, INC.	84 BANGOR ST	AUGUSTA	ME	4330	207-622-3738
DANIEL	BONENFANT		KINGS COURT MALL, 198 WESTERN AVE STE 1	AUGUSTA	ME	4330	207-621-0001
CORY	DOW	TAXMAN, INC	235 CAMDEN ST	ROCKLAND	ME	4841	207-593-9150
CORY	DOW	TAXMAN, INC	597 US RTE 1	NEWCASTLE	ME	4553	207-563-1651
CORY	DOW		96 BRISTOL RD	DAMARISCOTTA	ME	4543	207-563-5793
JENNIFER	GLECKLER	SUPERIOR INVEST. MI LLC	401 E CHICAGO ST	COLDWATER	MI	49036	517-279-9751
JENNIFER	GLECKLER	SUPERIOR INVEST. MI LLC	424 RAILROAD ST	HUDSON	MI	49247	517-448-8465
AMBER	CANALES	CANALES & ASSOCIATES INC	149 S MAIN ST	ADRIAN	MI	49221	517-265-7450
BARRY	NABOZNY	TAX BROS INC	4429 N US 23	OSCODA	MI	48750	989-739-5330
BARRY	NABOZNY		116 W STATE ST	EAST TAWAS	MI	48730	989-362-2951
CHARLES	BUCK	EASTERN TAX SERVICES INC	100 S MAIN, STE 2	YALE	MI	48097	810-387-2048
GALE	FULLER	G.E. FULLER, INC.	9 N HOWARD	CROSWELL	MI	48422	810-679-3102
PATRICK	MCGORISK	MCGORISK FINAN HOLDS INC	5092 W VIENNA RD, STE A	CLIO	MI	48420	810-686-4375
PATRICK	MCGORISK		17135 SILVER PKWY	FENTON	MI	48430	810-629-0707

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PATRICK	MCGORISK		FENTON CROSSING, 1272 N LEROY	FENTON	MI	48430	810-714-5185
JENNIFER	GLECKLER	SUPERIOR INVEST. MI LLC	203 W CARLETON	HILLSDALE	MI	49242	517-610-5124
ANTHONY	TEMPLE		101 S MAIN	VASSAR	MI	48768	989-823-8741
ANTHONY	TEMPLE		360 E SANILAC RD	SANDUSKY	MI	48471	810-648-2191
ANTHONY	TEMPLE		634 E HURON	BAD AXE	MI	48413	989-269-9351
ANTHONY	TEMPLE		223 N MAIN, PO BOX 631	STANDISH	MI	48658	989-846-9550
ANTHONY	TEMPLE		3149 MAIN ST STE 4, PO BOX 127	MARLETTE	MI	48453	989-635-7452
ANTHONY	TEMPLE		14111 WHITE CREEK AVE NE	CEDAR SPRINGS	MI	49319	616-696-3702
ANTHONY	TEMPLE	C&T MANAGEMENT SERVICES	6951 COUGAR TRAIL, PO BOX 456	KINGSLEY	MI	49649	231-486-5055
ANTHONY	TEMPLE		6951 COUGAR TR	KINGSLEY	MI	49649	231-263-0055
CARLA	JANISH	PORT CITY ACCOUNTING INC	497 E PARKDALE AVE	MANISTEE	MI	49660	231-723-3320
J. STEVE	PAPINEAU	S PAP INC.	480 W MITCHELL	PETOSKEY	MI	49770	231-348-3633
J. STEVE	PAPINEAU	S PAP INC.	604 W MAIN, BLDG D	GAYLORD	MI	49735	989-732-8181
ANTHONY	TEMPLE	C&T MANAGEMENT SERVICES	410 S STATE ST	SPARTA	MI	49345	616-887-1501
J. STEVE	PAPINEAU	S PAP INC.	177 M-66	CHARLEVOIX	MI	49720	231-547-0660
J. STEVE	PAPINEAU		232 WATER ST	BOYNE CITY	MI	49712	231-582-5991
J. STEVE	PAPINEAU		112 S LAKE ST	EAST JORDAN	MI	49727	231-536-2092
DANIEL	BLOCK		1146 CLEAVER RD	CARO	MI	48723	989-673-3257
MARIE	GILL		209 S BRADLEY HWY	ROGERS CITY	MI	49779	989-734-4611
J. STEVE	PAPINEAU	S PAP INC.	303 S MAIN ST	CHEBOYGAN	MI	49721	231-627-5150
CARLA	JANISH	CARMOND, LLC	5710 W US HWY 10	LUDINGTON	MI	49431	231-845-6254
LISA	SUTTON		544 E MORRELL STE B	OTSEGO	MI	49078	269-694-9694
DENISE	BORCHARD	GREEN BOX TAX SOLUTIONS	CROSSROADS PLAZA, 1061 N BAGLEY ST	ALPENA	MI	49707	989-356-1532
JASON	SUCHLAND	JJHS LLC	114 NORTHLAND PLAZA MALL, STE E	KALKASKA	MI	49646	231-258-1040
CONNIE	DENT	CAD FIN SERVICES INC	306 E HOUGHTON AVE	WEST BRANCH	MI	48661	989-345-2350
JEAN	SHONER		1171 S MAIN ST, STE 3	CHELSEA	MI	48118	734-475-2752
JEAN	SHONER		7050 DEXTER ANN ARBOR RD, STE 420	DEXTER	MI	48130	734-426-4313
ALEXANDER	GATES	AJ GATES LLC	1305 E MICHIGAN AVE	SALINE	MI	48176	734-429-7777
ROB	MULL		338 E LEWIS	MILAN	MI	48160	734-439-7383



**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

ARYA	KHOSHNEGAH JR.	A&B ENTERPRISES, INC.	116 E CHICAGO BLVD	TECUMSEH	MI	49286	517-423-7497
ARYA	KHOSHNEGAH JR.		20436 E AUSTIN RD	MANCHESTER	MI	48158	734-428-7833
CARLA	JANISH	CARMOND, LLC	3478 W POLK RD	HART	MI	49420	231-873-4908
PAULA	GESCHWIND		1253 LINCOLN RD, PO BOX 257	ALLEGAN	MI	49010	269-673-8288
SHELLY	BELSTRA		138 N MAIN	WAYLAND	MI	49348	269-792-2033
SHELLY	BELSTRA		6137 S DIVISION AVE	CUTLERVILLE	MI	49548	616-534-8140
SHELLY	BELSTRA		8211 BYRON CENTER DR, STE L	BYRON CENTER	MI	49315	616-583-1957
GAIL	ROGGENBUCK	GR ROGGENBUCK LLC	226 STATE ST	HARBOR BEACH	MI	48441	989-479-6366
J. STEVE	PAPINEAU	S PAP INC.	3303 I-75 BUSINESS SPUR	SAULT SAINTE MARIE	MI	49783	906-635-5970
J. STEVE	PAPINEAU		5210 W M 80	KINCHELOE	MI	49788	906-495-5724
J. STEVE	PAPINEAU		7686 S M-123	NEWBERRY	MI	49868	906-293-8905
DENISE	BOUCHER		8844 S UNIONVILLE RD	SEBEWAING	MI	48759	989-883-2130
DANIEL	BLAMER	BLAMER FIN. SERV. INC.	620 S MORENCI AVE, PO BOX 309	MIO	MI	48647	989-826-6521
PATRICK	MCGORISK	MCGORISK FINAN HOLDS INC	1194 S LAPEER RD	LAKE ORION	MI	48360	248-693-6160
PATRICK	MCGORISK	MCGORISK FINAN HOLDS INC	7103 DIXIE HWY	CLARKSTON	MI	48346	248-625-7940
TAMMY	SHEPHERD	T SHEPHERDS, LLC	57201 N MAIN ST	THREE RIVERS	MI	49093	269-273-2185
BARRY	NABOZNY	TAX BROS INC	901 SPRUCE ST, STE 6	DOWAGIAC	MI	49047	269-782-6407
BARRY	NABOZNY		26091 US 12 E	EDWARDSBURG	MI	49112	269-663-3715
JEFF	HAUKKALA	WHITEBRIDGE FIN SERV CORP	512 DOUGLAS BLVD	IRONWOOD	MI	49938	906-932-0631
KATHY	BOLLONE	BOLLONE ACCT'G & TAX SVC	2205 LUDINGTON ST	ESCANABA	MI	49829	906-786-4530
KATHY	BOLLONE	BOLLONE ACCT'G & TAX SVC	219 E HUGHITT ST	IRON MOUNTAIN	MI	49801	906-774-1003
ROBIN	RAFFAELLI	ROZA BUSINESS SERV INC	850 W SHARON AVE	HOUGHTON	MI	49931	906-482-4462
JIM	ORR		217 E MICHIGAN AVE	MARSHALL	MI	49068	269-781-4374
HELEN	VEDDER		313 LANSING ST	CHARLOTTE	MI	48813	517-543-4339
JEAN	SHONER		109 N CLINTON	STOCKBRIDGE	MI	49285	517-851-8739
JEAN	SHONER		110 E GRAND RIVER AVE, STE 3	WILLIAMSTON	MI	48895	517-655-8485
ROBIN	RAFFAELLI	ROZA BUSINESS SERV INC	930 US HWY 41	LANSE	MI	49946	906-524-6917
ROBERT	HEMENWAY	HEMENWAY BUS. SERV. INC.	602 W MAIN ST	OWOSSO	MI	48867	989-723-5977
ROBERT	HEMENWAY		1586 E M21	OWOSSO	MI	48867	989-725-9899

EXHIBIT E  
LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23

ROBERT	HEMENWAY	HBS OF PERRY INC	108 S MAIN ST	PERRY	MI	48872	517-625-3209
PATRICK	MCGORISK	MCGORISK FINAN HOLDS INC	1805 S CEDAR	IMLAY CITY	MI	48444	810-724-1038
PATRICK	MCGORISK		122 N MAIN	ALMONT	MI	48003	810-798-8782
PATRICK	MCGORISK		ORCHARD SQUARE SHPG CTR, 64740 VAN DYKE AVE	WASHINGTON	MI	48095	586-752-4567
J. STEVE	PAPINEAU	S PAP INC.	1336 US 41 W	ISHPEMING	MI	49849	906-485-5559
J. STEVE	PAPINEAU	S PAP INC.	423 MILL ST	MUNISING	MI	49862	906-387-3264
J. STEVE	PAPINEAU	S PAP INC.	2800 US 41 W	MARQUETTE	MI	49855	906-228-4810
ROBERT	HEMENWAY	HBS OF DURAND INC	DURAND PLAZA AT THE CROSSROADS, 8789 MONROE RD	DURAND	MI	48429	989-288-2414
LISA	KLEVEN	KLEVKO BUSINESS SERVICES	MINE ST SHOPPES, 56901 S 6TH ST	CALUMET	MI	49913	906-337-5067
EDWARD	BAILEY	EK TAX SERVICE INC	21725 ECORSE RD	TAYLOR	MI	48180	313-292-4640
EDWARD	BAILEY		28636 TELEGRAPH	FLAT ROCK	MI	48134	734-783-6666
MICHELLE	MCDANIELS	M MCDANIELS FIN SVCS INC	2702 W HOUGHTON LAKE DR	PRUDENVILLE	MI	48651	989-366-9903
JASON	BARNES		125 SAINT PAUL ST	PRESTON	MN	55965	507-765-3696
JASON	BARNES	JBARNES HOLDINGS LLC	2570 BRIDGE AVE	ALBERT LEA	MN	56007	507-373-0946
JASON	BARNES		114 N MAIN	BLUE EARTH	MN	56013	507-526-2693
JASON	BARNES		402 1ST AVE SW, STE 2	AUSTIN	MN	55912	507-433-4151
PATRICK	ZIERDEN	ADVANTAGE TAX SVC PLUS IN	516 NW 6TH ST	BRAINERD	MN	56401	218-892-2300
PATRICK	ZIERDEN		114 MINNESOTA AVE N, PO BOX 143	AITKIN	MN	56431	2186708100
PATRICK	ZIERDEN		5445 CITY HALL ST, PO BOX 713	NISSWA	MN	56468	218-963-7908
COREY	LEE	TAX BUDDY INC.	PINE TREE PLAZA, 707 HWY 33 S STE 13	CLOQUET	MN	55720	218-879-9352
KEITH	BORGERSON	BORGERSON & TRUMAN LLC	320 4TH ST NW	FARIBAULT	MN	55021	507-334-8888
BROOKMAN	CARLSON	HMR BROOK INC	400 4TH ST	MOOSE LAKE	MN	55767	218-485-4461
BROOKMAN	CARLSON		202 MAIN ST, PO BOX 747	SANDSTONE	MN	55072	320-245-2943
STEVEN	EBBERS	THUMB TAX INC.	143 W MAIN ST	WABASHA	MN	55981	651-565-3232
LEO	SCHLANGEN	COMMON CENTS TAX INC	971 E FRONTAGE RD	LITCHFIELD	MN	55355	320-693-6905
TIMOTHY	TRUMAN	BORGERSON & TRUMAN INC	1015 W FRONTAGE RD	OWATONNA	MN	55060	507-451-1491
JASON	BARNES		600 S 1ST ST, STE 2	SAINT JAMES	MN	56081	507-375-8299
JASON	BARNES	JBARNES HOLDINGS LLC	118 S STATE ST	WASECA	MN	56093	507-833-1040
PAUL	OSTERBERG	PAUL OSTERBERG & CO.,INC.	15 1ST AVE S	LONG PRAIRIE	MN	56347	320-732-6352

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

MINA	POESCHEL	M J POESCHEL INC.	139 TYLOR RD S	RED WING	MN	55066	651-388-7036
KELLY	DALTON		1126 S BROADWAY ST	NEW ULM	MN	56073	507-354-3363
JAMES	CUMMINGS		1307 E COLLEGE DR	MARSHALL	MN	56258	507-532-3131
TAMMY	NOWAK		406 N STATE ST	FAIRMONT	MN	56031	507-238-9016
JEFF	GRIEBEL		205 8TH AVE SE	PIPESTONE	MN	56164	507-825-4635
EUGENE	ELLING JR.		701 S 1ST ST	WILLMAR	MN	56201	320-403-5086
TERESA	HOUSE	TERESAS TAX LLC	132 N BROADWAY	SPRING VALLEY	MN	55975	507-346-7205
EUGENE	ELLING JR.		1015 GREELEY AVE	GLENCOE	MN	55336	320-864-6573
JAMES	HANEL	HANEL ENTERPRISES INC	1300 BOLLENBACHER DR	NORTHFIELD	MN	55057	507-645-6281
JAMES	CUMMINGS		308 10TH ST	WINDOM	MN	56101	507-831-4310
KATHERINE	MARTHALER	K & R TAX SERVICES LLC	1800 2ND ST S	SAUK CENTRE	MN	56378	320-352-3591
MINA	POESCHEL	M J POESCHEL INC.	1301 N LAKESHORE DR	LAKE CITY	MN	55041	651-345-5311
LEO	SCHLANGEN		106 13TH ST N	BENSON	MN	56215	320-843-3380
LEO	SCHLANGEN		131 NW 2ND ST	ORTONVILLE	MN	56278	320-839-3295
CHRISTINE	RISCETTE		423 VISTA DR	CALEDONIA	MN	55921	507-725-3801
CHRISTINE	RISCETTE		109 GRANT ST S DRAWER C	HOUSTON	MN	55943	507-896-3105
LEO	SCHLANGEN	COMMON CENTS TAX INC	309 N FIRST ST	MONTEVIDEO	MN	56265	320-269-9253
RONALD	DAVIS		110 E 7TH ST	MORRIS	MN	56267	320-589-2419
TERESA	HOUSE	TERESAS TAX LLC	270 MAIN ST	ZUMBROTA	MN	55992	507-732-5829
VALERIE	SMITH	DVB TAX SOLUTIONS, INC.	519 E BRIDGE ST	REDWOOD FALLS	MN	56283	507-627-5625
JAMES	CUMMINGS		800 S KNISS AVE, STE 2	LUVERNE	MN	56156	507-283-9083
MATHEW	KUNNASERY	PJT TAX & ACCTNG SERV LLC	102 1ST AVE	SHAKOPEE	MN	55379	952-445-7167
MATHEW	KUNNASERY		757 ENTERPRISE DR E	BELLE PLAINE	MN	56011	952-873-3262
VALERIE	SMITH	DVB TAX SOLUTIONS, INC.	622 SUNRISE DR	SAINT PETER	MN	56082	507-931-6011
KEITH	BORGERSON	BORGERSON TRUMAN LAKEVILL	17400 KENWOOD TRAIL, STE 102	LAKEVILLE	MN	55044	952-892-3335
EUGENE	ELLING JR.		970 W DIEKMANN DR STE 50	PAYNESVILLE	MN	56362	320-243-7171
MATHEW	KUNNASERY	PJT TAX & ACCTNG SERV LLC	301 MAIN ST E	NEW PRAGUE	MN	56071	952-758-2110
MINA	POESCHEL	M J POESCHEL INC.	1317 VERMILLION ST STE 2	HASTINGS	MN	55033	651-437-7889
SAMANTHA	DIBBLEE		113 S MAIN ST	MAHNOMEN	MN	56557	218-935-5780
DAWN	HEISLER		UNION SQUARE, 115 2ND ST NW	BEMIDJI	MN	56601	218-751-5202

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DAWN	HEISLER		34 CENTRAL ST E	BAGLEY	MN	56621	218-935-7012
DAWN	HEISLER	NORTHWOODS TAX PROF INC	1287 PAUL BUNYAN DR	BEMIDJI	MN	56601	218-444-3192
DAWN	HEISLER		505 MINNESOTA AVE, PO BOX 987	WALKER	MN	56484	218-935-7013
DAWN	HEISLER	NORTHWOODS TAX PROF INC	511 S PARK AVE	PARK RAPIDS	MN	56470	218-732-9713
PATRICK	ZIERDEN	ADVANT. TAX SERV PLUS INC	129 S MILL ST	FERGUS FALLS	MN	56537	218-332-6100
GREG	BRULEY	BEISW.,BRULEY,&WEILAN LLP	107 E 2ND ST STE 1	CROOKSTON	MN	56716	218-281-3658
GREG	BRULEY	BEISW.,BRULEY,&WEILAN LLP	1539 US HWY 59 SE	THIEF RIVER FALLS	MN	56701	218-681-6954
JEFFREY	CUNNINGHAM		1265 HWY 10 W	DETROIT LAKES	MN	56501	218-847-8963
KAREN	SCHULTZ		318 1ST W	FOSSTON	MN	56542	218-435-6353
KYLE	DYKHOFF	KYKE DYKHOFF INC	626 ASH AVE NE, PO BOX 147	WADENA	MN	56482	218-631-2250
LESLIE	THOMAS	BALLARD & THOMAS ENT INC	105 ROBERTS AVE, PO BOX 103	WARROAD	MN	56763	218-386-2721
EUGENE	ELLING JR.		720 CENTURY AVE SW, STE 101	HUTCHINSON	MN	55350	320-587-2763
VALERIE	SMITH	DVB TAX SOLUTIONS, INC.	111 STAR ST STE 105	MANKATO	MN	56001	507-345-1040
VALERIE	SMITH		1763 COMMERCE DR	NORTH MANKATO	MN	56003	507-388-2475
PAUL	OSTERBERG	PAUL OSTERBERG & CO.,INC.	36 W MAIN ST	OSAKIS	MN	56360	320-859-1040
LEO	SCHLANGEN		2175 COMMERCE BLVD	MOUND	MN	55364	952-472-3717
CHARANJEET	GURON	TAXMAJOR, INC.	1309 OAK AVE STE 105	WACONIA	MN	55387	952-442-8600
LEO	SCHLANGEN		COLONIAL MALL, 403 E CENTRAL	SAINT MICHAEL	MN	55376	763-497-3643
MINA	POESCHEL	M J POESCHEL INC.	WINONA MALL, 1201 GILMORE AVE STE F8A	WINONA	MN	55987	507-454-3097
PATRICK	ZIERDEN	ADVANT TAX SERV PLUS INC	207 W BROADWAY ST, PO BOX 548	MONTICELLO	MN	55362	763-295-5200
RODOLFO	TRUJILLO	TRUJILLO TAX SERVICES INC	420 E LAKE ST	MINNEAPOLIS	MN	55408	612-294-1670
RODOLFO	TRUJILLO		462 S ROBERT ST	SAINT PAUL	MN	55107	651-552-9520
PATRICK	ZIERDEN	ADVANT. TAX SERV PLUS INC	109 6TH ST NE	LITTLE FALLS	MN	56345	320-733-1300
AMY	WALKER		1301 MAIN ST STE 107H	KANSAS CITY	MO	64105	800-472-5625
AMY	WALKER		1301 MAIN ST STE 108-I	KANSAS CITY	MO	64105	800-472-5625
AMY	WALKER		1301 MAIN ST STE 109J	KANSAS CITY	MO	64105	800-472-5625
AMY	WALKER		1301 MAIN ST STE 110K	KANSAS CITY	MO	64105	800-472-5625
AMY	WALKER		1301 MAIN ST STE 111L	KANSAS CITY	MO	64105	800-472-5625
AMY	WALKER		1301 MAIN ST STE 112M	KANSAS CITY	MO	64105	800-472-5625
CATHARINE	MCPHERSON	MCPHERSON TAX & BOOKKEEPI	113 CHESTNUT ST	THAYER	MO	65791	417-264-3600

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

KRISTINE	NICHOLS		407 W STATE RTE 72	ROLLA	MO	65401	573-341-5578
KRISTINE	NICHOLS	S.W TAX AUTHORITY, INC.	108 W 8TH ST	ROLLA	MO	65401	573-364-2182
KRISTINE	NICHOLS		102 N JEFFERSON	SAINT JAMES	MO	65559	573-265-2665
GREGORY	MILLS	ACCOUNTING ADVANTAGE, INC	142 S MAIN ST	IRONTON	MO	63650	573-546-7953
GREGORY	MILLS	ACCOUNTING ADVANTAGE, INC	120 S MAIN ST	FREDERICKTOWN	MO	63645	573-783-7208
GREGORY	MILLS		122 S MAIN	PIEDMONT	MO	63957	573-223-2690
LISA	SHIELDS		324 W MT VERNON BLVD	MOUNT VERNON	MO	65712	417-466-7383
JOHN	CASTEEL		113 N 3RD	TARKIO	MO	64491	660-736-5590
JANET	CANANIA		7095-B METROPOLITAN BLVD	BARNHART	MO	63012	636-464-3585
JANET	CANANIA	J.C. BUS.& FIN. SERV. INC	209 N TRUMAN RD	CRYSTAL CITY	MO	63019	636-937-3370
MONICA	NIEMEYER		206 N BUSINESS HWY 61	BOWLING GREEN	MO	63334	573-324-3402
ROD	CAGLE	ROD CAGLE ENTERPRISE, LLC	912 HWY 53	POPLAR BLUFF	MO	63901	573-785-4930
ROD	CAGLE		244 E HWY ST, STE E	DONIPHAN	MO	63935	573-996-2215
ROD	CAGLE		1449 N WESTWOOD BLVD	POPLAR BLUFF	MO	63901	573-785-1690
KIMELA	ALLEN		209 W BUSINESS HWY 60	DEXTER	MO	63841	573-624-2883
KIMELA	ALLEN		107 W MAIN	MALDEN	MO	63863	573-276-3825
SHARON	BRADSHER	BRADSHER ENTERPRISES LLC	208 S LINCOLN DR	TROY	MO	63379	636-528-6260
SHARON	BRADSHER		321 N LINCOLN DR	TROY	MO	63379	636-528-6336
JANET	CANANIA	J.C. BUS.& FIN. SERV. INC	100 BOYD ST	DE SOTO	MO	63020	636-586-7879
LYNETTE	HALTER	AFL INC	2201 WALTON DR, STE F	JACKSON	MO	63755	573-243-8040
LYNETTE	HALTER		203 FIRST ST	MARBLE HILL	MO	63764	573-238-4463
GREGORY	MILLS	ACCOUNTING ADVANTAGE, INC	150 S HALL	POTOSI	MO	63664	573-438-5243
KRISTINE	NICHOLS	SW TAX AUTHORITY INC	1 W MAIN ST	WASHINGTON	MO	63090	636-390-9501
KRISTINE	NICHOLS		111 SCHILLER ST	HERMANN	MO	65041	573-486-2244
LINDA	PETERSON		110 W DAKOTA	BUTLER	MO	64730	660-679-3101
KRISTINE	NICHOLS	SW TAX AUTHORITY INC	BLAND PROFESSIONAL BLDG STE 3, 1308 SPRINGFIELD RD	AVA	MO	65608	417-683-4997
KRISTINE	NICHOLS		104 W COMMERCIAL ST	MANSFIELD	MO	65704	417-924-8172
DAWNMARIE	PETERSEN	KEELING TAX SERVICES LLC	140 N DAVIS DR	BOLIVAR	MO	65613	417-326-5070
ROBYN RAE	BLADES	CRJ OF CARTHAGE INC	2007 S GARRISON	CARTHAGE	MO	64836	417-358-5963
JACQUELYN	EDMISSON	THE TAX GROUP LLC	220 N WASHINGTON ST	CHILLICOTHE	MO	64601	660-646-3515

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

KRISTINE	NICHOLS	SW TAX AUTHORITY INC	124 W COMMERCIAL ST	LEBANON	MO	65536	417-532-4113
JANE	ULHORN		509 E BRIGGS DR	MACON	MO	63552	660-385-5616
MELISSA	MCAFFREY	MCAFFREY INC	423 W COLER ST	NEOSHO	MO	64850	417-451-0696
MELISSA	MCAFFREY		3051 LUSK DR, UNIT C	NEOSHO	MO	64850	417-451-0200
FREDA	MORRIS	M&M TAX SERVICES LLC	1613 GIBSON AVE	WEST PLAINS	MO	65775	417-256-5275
KEN	DENNERT		1601 E 9TH ST	TRENTON	MO	64683	660-359-5400
TIM	KILLINGSWORTH	BTE SERVICES LLC	1806 MAIN ST	BETHANY	MO	64424	660-425-3494
ELEANOR	HENDERSON		314 S HICKORY	BUFFALO	MO	65622	417-345-2226
KAY	CAIN	CAIN & VAUGHN ASSOC. INC.	523 E MALONE	SIKESTON	MO	63801	573-471-0880
AMY	HOERRMANN		904 W HELM	BROOKFIELD	MO	64628	660-258-7240
STEPHANIE	QUINLAN		1400 S STATE HWY 32	EL DORADO SPRINGS	MO	64744	417-876-2222
STEPHANIE	QUINLAN		605 W 12 ST	LAMAR	MO	64759	417-682-3311
BLANCHE	WILLIAMS		123 E WALNUT	NEVADA	MO	64772	417-667-7823
CARLOS	AMEN	AMEN TAX SERVICE	1320 S BALTIMORE	KIRKSVILLE	MO	63501	660-665-6523
BERNIECE	ROBINSON		123 W 4TH ST	SALEM	MO	65560	573-729-5000
BERNIECE	ROBINSON		21 E HWY 8	STEELVILLE	MO	65565	573-775-3455
JANE	ULHORN		203 SE SERVICE RD, STE C	SHELBINA	MO	63468	573-588-4342
PAMELA	JOHNSON	J FINANCIAL SERVICES LLC	131 S MONROE ST	VERSAILLES	MO	65084	573-378-5843
DEBRA	HYDER	KAABY FINANCIAL INC	1329 SPUR DR, STE 140	MARSHFIELD	MO	65706	417-859-3669
PAM	ROSEN	R&W INDUSTRIES INC	313B E STATE ST	MOUNTAIN GROVE	MO	65711	417-926-6233
ANGELA	MORAN		1207 CHEROKEE	SENECA	MO	64865	417-776-8333
PATTI	HAYES		311 W WATER ST	GREENFIELD	MO	65661	417-637-2168
SHIRLEY	STEVENS	STEVENS FAMILY LLC	513 OLD ST MARYS RD	PERRYVILLE	MO	63775	573-547-4514
SHIRLEY	STEVENS		20 TRIANGLE DR	SAINTE GENEVIEVE	MO	63670	573-883-3550
SIDNEY	SING		1069 E US HWY 54 STE 3	CAMDENTON	MO	65020	573-346-7878
SIDNEY	SING	HS PARTNERS, LLC	STONE CREST MALL, 3797 OSAGE BEACH PKWY STE F 4	OSAGE BEACH	MO	65065	573-348-3248
PAM	ROSEN	R&W INDUSTRIES INC	103 N WALNUT ST	WILLOW SPRINGS	MO	65793	417-469-4145
PAM	ROSEN		815 CR 3500	MOUNTAIN VIEW	MO	65548	417-934-6750
JOHN	SANDLIN	BARRY CO. TAX & BKPG.	1203 N MAIN	CASSVILLE	MO	65625	417-847-3621
MELISSA	MCAFFREY	MCAFFREY INC	845 HWY 60, STE I	MONETT	MO	65708	417-235-6215

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LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23

JANET	CANANIA	J.C. BUS.& FIN. SERV. INC	417 W KARSCH BLVD	FARMINGTON	MO	63640	573-756-4559
SHARON	BRADSHER	BRADSHER ENTERPRISES LLC	906 S STURGEON	MONTGOMERY CITY	MO	63361	573-564-2787
REBECCA	MINKS		1878 COMMERCIAL ST, BOX 1307	WARSAW	MO	65355	660-438-6622
CAROL	WIEDMIER		205 N MAIN	BRAYMER	MO	64624	660-645-2528
JUANITA	SMITH		18416 NEW HERMITAGE DR, PO BOX 354	HERMITAGE	MO	65668	417-745-6956
JACQUELYN	EDMISSON	THE TAX GROUP LLC	215 E 3RD ST	CAMERON	MO	64429	816-632-2774
JACQUELYN	EDMISSON	THE TAX GROUP LLC	300 S DAVIS	HAMILTON	MO	64644	816-583-4428
JACQUELYN	EDMISSON		203 N MAIN ST	GALLATIN	MO	64640	660-663-2213
MELISSA	MCAFFREY	MCAFFREY INC	444 N CLIFFSIDE DR	NOEL	MO	64854	417-475-6412
JANET	CANANIA	J.C. BUS.& FIN. SERV. INC	617 N COWLING AVE STE C	DESLOGE	MO	63601	573-431-5002
MARY	MULLEN		110 NORTH ST	LATHROP	MO	64465	816-319-8095
MARY	MULLEN		627 W 92 HWY, STE DD	KEARNEY	MO	64060	816-635-4951
JANE	ULHORN		106 N MAIN	VANDALIA	MO	63382	573-594-3434
KEN	DENNERT		203 N PEARL ST	MILAN	MO	63556	660-265-4814
KEN	DENNERT		2308 W MAIN ST	UNIONVILLE	MO	63565	660-947-2045
DEE ANN	AYDELOTT	DABET ENTERPRISES LLC	30 TOWER ST	MOSCOW MILLS	MO	63362	636-356-4719
MELISSA	MCAFFREY	MCAFFREY INC	3355 S HWY DR 71B	PINEVILLE	MO	64856	417-223-7667
CHRISTOPHE	JOHNSON	J&J, LLC	1450 W GOVERNMENT ST	BRANDON	MS	39042	601-825-7772
REBECCA	HENRY		55 E FRANKLIN, STE D	NATCHEZ	MS	39120	601-442-4291
REBECCA	HENRY		512 HWY 11 N	PICAYUNE	MS	39466	601-798-2703
CHRISTOPHE	JOHNSON	J&J, LLC	212 HWY 51 N	BROOKHAVEN	MS	39601	601-833-2372
ANNIE	REGAN		408 DELAWARE AVE	MCCOMB	MS	39648	601-684-3533
ROBERT	FORD	SURETURN LLC	1217 HWY 98	COLUMBIA	MS	39429	601-736-3281
CHRISTOPHE	JOHNSON	J&J, LLC	1 PALM PLAZA	LUCEDALE	MS	39452	601-947-2100
JUNE	MCGIVNEY		313 HWY 16 E	CARTHAGE	MS	39051	601-267-8648
CAROLYN	LEE		414 FRANKLINTON ST	TYLERTOWN	MS	39667	601-876-5137
CHRISTOPHE	JOHNSON	J&J, LLC	407B W CENTRAL AVE	WIGGINS	MS	39577	601-928-4463
MADALYN	MILLER	MILLER TAX LLC	176 SHELBY SPEIGHTS, STE 5	PURVIS	MS	39475	601-794-3888
ROBERT	FORD		2307 HARDY ST STE 30	HATTIESBURG	MS	39401	601-336-5984
ROBERT	FORD	SURETURN LLC	5040 HARDY ST, STE 10	HATTIESBURG	MS	39402	601-264-1472

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

CHRISTOPHE	JOHNSON	J&J, LLC	1229 HWY 42, STE 280	PETAL	MS	39465	601-583-0283
CARMEL	DUNN		1403 S MAIN ST, STE C-2	POPLARVILLE	MS	39470	601-795-2308
DANE	KRASKE		1959 US HWY 2 NW	HAVRE	MT	59501	406-265-1434
TRACY	COMEAU		609 E NINTH ST	LIBBY	MT	59923	406-293-7434
JOSEPH	BRADLEY	JMB SERVICES LLC	606 S CENTRAL	SIDNEY	MT	59270	406-433-1818
SIDNEY	SING		330 ROGER LANE, STE 6	MILES CITY	MT	59301	406-234-2299
SIDNEY	SING		1515 W BELL ST	GLEN DIVE	MT	59330	406-377-5221
SIDNEY	SING	LWK ASSOC OF MONTANA LLC	325 KLEIN AVE	GLASGOW	MT	59230	406-228-8311
SIDNEY	SING		310 US HWY 2 E	WOLF POINT	MT	59201	406-653-3838
ANDREA	GOUCHENOUR		411 S MAIN ST	CONRAD	MT	59425	406-278-7778
ANDREA	GOUCHENOUR		25 S CENTRAL	CUT BANK	MT	59427	406-873-2775
ANDREA	GOUCHENOUR		308 MAIN ST	SHELBY	MT	59474	406-434-2202
ANDREA	GOUCHENOUR		208 N PIEGAN ST	BROWNING	MT	59417	406-338-3663
STEFFANIE	HARING		135 S ATLANTIC ST	DILLON	MT	59725	406-683-5033
STEFFANIE	HARING		229 S MAIN ST	LIVINGSTON	MT	59047	406-222-2282
STEFFANIE	HARING		85 MILL TOWN LOOP, UNIT B	BOZEMAN	MT	59718	406-577-2134
STEFFANIE	HARING	LWK ASSOCIATES OF MT LLC	2855 N 19TH AVE STE J	BOZEMAN	MT	59718	406-577-2600
STEFFANIE	HARING		203 W MAIN ST	BELGRADE	MT	59714	406-388-8366
SIDNEY	SING		604 E PARK AVE	ANACONDA	MT	59711	406-797-4244
SIDNEY	SING	LWK ASSOCIATES OF MT LLC	1311 HARRISON AVE	BUTTE	MT	59701	406-782-4244
RONALD	MORTON		155 W MILLS ST, UNIT 105	COLUMBUS	NC	28722	828-894-2450
RICHARD	WHITLEY	THE WHITLEY GROUP, LLC	106 S DEPOT ST, STE A	PILOT MOUNTAIN	NC	27041	336-368-2209
M.C.	BREWER	ATLANTIC TAX GROUP, INC	515 W EHRINGHAUS ST	ELIZABETH CITY	NC	27909	252-338-2157
M.C.	BREWER		1104 N BROAD ST	EDENTON	NC	27932	252-482-2324
M.C.	BREWER		207 OCEAN HWY S	HERTFORD	NC	27944	252-426-7370
M.C.	BREWER		100 E THIRD ST	KILL DEVIL HILLS	NC	27948	252-261-2106
M.C.	BREWER		588 CARATOKE HWY	MOYOCK	NC	27958	252-435-1040
M.C.	BREWER		TANGLEWOOD PAVILLIONS SHPG CTR, 3850 CONLON WAY STE B	ELIZABETH CITY	NC	27909	252-335-1512
RONALD	MORTON		789 W CHARLOTTE AVE	MOUNT HOLLY	NC	28120	704-827-5761
EVELYN	EZZELL	EVELYN EZZELL COMPANY INC	SUNRISE SHOP CENTER, 1723 E ASH ST	GOLDSBORO	NC	27530	919-580-1066



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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

EVELYN	EZZELL		2105 WAYNE MEMORIAL DR	GOLDSBORO	NC	27534	919-739-9980
EVELYN	EZZELL		1207-B N BERKELEY BLVD	GOLDSBORO	NC	27534	919-751-1399
EVELYN	EZZELL	EVELYN EZZELL COMPANY INC	KINSTON POINTE, 4133 W VERNON AVE	KINSTON	NC	28504	252-939-1040
EVELYN	EZZELL		101 AIRPORT RD STE 1	KINSTON	NC	28501	252-527-3650
M.C.	BREWER	ATLANTIC TAX GROUP INC	1541 DABNEY DR	HENDERSON	NC	27536	252-492-1981
M.C.	BREWER		1620 N GARNETT ST	HENDERSON	NC	27536	252-492-8307
MARTHA	QUINN	QUINN A.G., INC.	437 S MAIN ST	HENDERSONVILLE	NC	28792	828-692-7878
MARTHA	QUINN		212 S GROVE ST, UNIT B	HENDERSONVILLE	NC	28792	828-696-4002
CHRISTOPHE	WILSON	WILSON ENTERPRISE, INC.	1011 N MADISON BLVD	ROXBORO	NC	27573	336-322-1040
M.C.	BREWER	ATLANTIC TAX GROUP INC	111 COLLEGE ST	OXFORD	NC	27565	919-693-5704
CHRISTOPHE	WILSON	WILSON ENTERPRISE, INC.	PINE NEEDLE CENTER, 721 N BRIGHTLEAF BLVD	SMITHFIELD	NC	27577	919-934-3776
CHRISTOPHE	WILSON		1102 S POLLOCK ST	SELMA	NC	27576	919-965-2539
WANDA	WHITLEY	MOUNT AIRY TAX, INC.	427 N MAIN ST	MOUNT AIRY	NC	27030	336-786-6349
WANDA	WHITLEY		2100 COMMUNITY DR	MOUNT AIRY	NC	27030	336-786-6139
WANDA	WHITLEY		1146 W PINE ST	MOUNT AIRY	NC	27030	336-789-5584
WANDA	WHITLEY	MOUNT AIRY TAX, INC.	1532 N BRIDGE ST	ELKIN	NC	28621	336-835-4386
JOHNNA	ANDERSON		204 E BROAD ST	ELIZABETHTOWN	NC	28337	910-862-2589
WANDA	WHITLEY	AQUA BONO INC	3780 CLEMMONS RD	CLEMMONS	NC	27012	336-766-4443
WANDA	WHITLEY		6774 SHALLOWFORD RD	LEWISVILLE	NC	27023	336-945-9804
SHARON	LANDRUM		108 S MAIN ST	STANLEY	NC	28164	704-263-8111
SHARON	LANDRUM		1155 N MAIN ST, STE 4A	MARION	NC	28752	828-652-3069
CONNIE	PLEMMONS	IAAH&F INC	65 EAGLES NEST RD	WAYNESVILLE	NC	28786	828-452-2495
CONNIE	PLEMMONS		1906 S MAIN ST	WAYNESVILLE	NC	28786	828-452-3508
SHARON	LANDRUM		5210 US 25 70 BYPASS	MARSHALL	NC	28753	828-649-3603
MARY	CLARK	MTJTS INC	4231 E CHURCH ST	FARMVILLE	NC	27828	252-753-5209
JAMES	ELDER		SPRUCE PINE SHOP CTR, 12025 HWY 226 S	SPRUCE PINE	NC	28777	828-765-4452
LARRY	KING		505 NORTHEAST BLVD	CLINTON	NC	28328	910-592-7827
BONNIE	WHITEHURST	B W TOO, INC.	913 MAIN ST	SCOTLAND NECK	NC	27874	252-826-5384
PROCTOR	KIDWELL	RETIRE MINT INC	WAL-MART SHOPPING CENTER, 1059 WAL-MART DR	WILLIAMSTON	NC	27892	252-792-7014

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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

GREGORY	ELDER		1223 ELK PARK HWY	NEWLAND	NC	28657	828-733-0272
ROGER	SIMS	SIMS FINANCIAL SERV. INC.	5130 SOUTHPORT SUPPLY RD SE	SOUTHPORT	NC	28461	910-457-0035
KAREN	KING		108 N FRONT ST	WARSAW	NC	28398	910-293-4733
EVELYN	EZZELL	EVELYN EZZELL COMPANY INC	MOUNT OLIVE CENTRE, 1005 N BREAZEALE AVE	MOUNT OLIVE	NC	28365	919-658-5301
KEITH	KIDWELL	LPK, INC.	2013 W 15TH ST	WASHINGTON	NC	27889	252-946-0497
CHRISTOPHE	WILSON	WILSON ENTERPRISE, INC.	2210 W CUMBERLAND ST	DUNN	NC	28334	910-892-4471
PAT	ELDER		316 DEPOT ST	FRANKLIN	NC	28734	828-524-7014
PROCTOR	KIDWELL	RETIRE MINT INC	1600 W HOWARD AVE	TARBORO	NC	27886	252-823-0293
GREGORY	ELDER		310 W BYPASS	BURNSVILLE	NC	28714	828-682-6333
M.C.	BREWER	ATLANTIC TAX GROUP, INC	963 US HWY 64 E, STE B	PLYMOUTH	NC	27962	252-793-5088
JAMES	ELDER		162 SYLVA PLAZA	SYLVA	NC	28779	828-586-8159
JAMES	ELDER		1655 ACQUONI RD STE 2	CHEROKEE	NC	28719	828-497-4077
CRYSTAL	BOLT	BOLT ACCT & TAX SRVCS INC	323 N MAIN ST	SPARTA	NC	28675	336-372-4197
M.C.	BREWER	ATLANTIC TAX GROUP, INC	305C E MACON ST	WARRENTON	NC	27589	252-257-2297
KIRKLAND	CASEY		926 US HWY 64 LAKE PINE PLAZA	APEX	NC	27523	919-462-3292
KIRKLAND	CASEY	CASEY GROUP, INC.	PUBLIX POINTE, 1461 KELLY RD	APEX	NC	27502	919-367-6467
DELORES	CARTER	CARDLE INC	CLAYTON TOWN CENTER, 12813 US 70 BUS HWY W	CLAYTON	NC	27520	919-553-2230
DELORES	CARTER		5131 HWY 42 W, STE 260	GARNER	NC	27529	919-661-1003
JOANNE	KOPANSKI	KOPANSKI'S BUS SRVS INC	712-2 W CORBETT ST	SWANSBORO	NC	28584	910-326-1555
G. THOMAS	HEDRICK		940 N RIDGE AVE	KANNAPOLIS	NC	28083	704-932-3178
G. THOMAS	HEDRICK		607 S CANNON BLVD	KANNAPOLIS	NC	28083	704-933-7180
G. THOMAS	HEDRICK		2223 ROXIE ST	KANNAPOLIS	NC	28083	704-795-6150
REBECCA	SMITH	R&D TAX SERVICE	1559 N ASPEN ST	LINCOLNTON	NC	28092	704-735-0572
REBECCA	SMITH		118 S HWY 16 BUSINESS	DENVER	NC	28037	704-822-1123
BRYAN	BRASWELL		1774-A ROOSEVELT BLVD W	MONROE	NC	28110	704-289-2487
BRYAN	BRASWELL		4405 OLD MONROE RD	INDIAN TRAIL	NC	28079	704-821-6195
BRYAN	BRASWELL		6405-C MARSHVILLE BLVD	MARSHVILLE	NC	28103	704-624-3007
BRYAN	BRASWELL		1201 N BROOME ST, STE H	WAXHAW	NC	28173	704-243-3615
LANCE	KIRKHAM		614 J S MAIN ST	KING	NC	27021	336-983-9112
RHONDA	MCDANIELS	OMNI TAX SERVICE, INC.	313 S CENTER ST	STATESVILLE	NC	28677	704-873-3356

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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

WILLIAM	HARMON	HARMON'S BUS SERV'S INC	1374 W HARRISON ST	REIDSVILLE	NC	27320	336-342-3191
WILLIAM	HARMON		1700 ROSWELL ST	REIDSVILLE	NC	27320	336-616-0873
PAMELA	BULL IDOL	BJBKERNERSVILLE, INC.	229 N MAIN ST	KERNERSVILLE	NC	27284	336-993-5381
ADOLPHE	THORPE	TAHPI FIN SOLUTION LLC	325 S STEELE ST	SANFORD	NC	27330	919-776-8915
ADOLPHE	THORPE		2226 JEFFERSON DAVIS HWY	SANFORD	NC	27330	919-774-9743
ADOLPHE	THORPE		2821 S HORNER BLVD	SANFORD	NC	27332	919-775-1040
ADOLPHE	THORPE	TAHPI FIN SOLUTION LLC	215 W US HWY 64, STE 9	LEXINGTON	NC	27295	336-249-8238
DEBORAH	COOK	DCC ENTERPRISES INC	403 W KINGS HWY, UNIT F	EDEN	NC	27288	336-627-4220
G. THOMAS	HEDRICK		WILLOW OAKS SHOPPING CENTER, 1111 A YADKINVILLE RD	MOCKSVILLE	NC	27028	336-751-3203
G. THOMAS	HEDRICK		COOLEEMEE SHOPPING CENTER, 7788 NC-801	COOLEEMEE	NC	27014	336-284-2724
DEBORAH	COOK	DCC ENTERPRISES INC	117 MIDTOWN ARCADE	MADISON	NC	27025	336-427-0719
CHRISTOPHE	WILSON	WILSON ENTERPRISE, INC.	107 WAL MART SUPERCENTER	SILER CITY	NC	27344	919-742-5801
CHRISTOPHE	WILSON		90 LOWES DR, STE 104	PITTSBORO	NC	27312	919-542-1100
CHRISTOPHE	WILSON		219 S GREENSBORO ST	LIBERTY	NC	27298	336-715-1500
BRYAN	BRASWELL		ANSON STATION SHOP CENTER, 1021 E CASWELL ST	WADESBORO	NC	28170	704-694-5540
FAYE	KEZIAH		CENTERVIEW PLAZA, 116 HWY 29 S	CHINA GROVE	NC	28023	704-855-9501
RAY	REYNOLDS		321 N MAIN ST	TROY	NC	27371	910-572-1987
CHRISTOPHE	WILSON	NEW FREEDOM ENTER., LLC	1639 COLLEGE AVE, STE 135	SPINDALE	NC	28160	828-286-1711
CHRISTOPHE	WILSON		197 RAILROAD AVE	RUTHERFORDTON	NC	28139	828-286-3376
CHRISTOPHE	WILSON		542 OAK ST	FOREST CITY	NC	28043	828-245-0557
G. THOMAS	HEDRICK		5820 E1 E WT HARRIS BLVD	CHARLOTTE	NC	28215	704-536-7311
PROCTOR	KIDWELL	RETIRE MINT INC	1434 E MEMORIAL DR	AHOSKIE	NC	27910	252-332-2657
PROCTOR	KIDWELL		LOWES SHOPPING CENTER, 843 W MAIN ST	MURFREESBORO	NC	27855	252-398-5949
CHRISTOPHE	WILSON	WILSON ENTERPRISE, INC.	5322 NC HWY 55, STE 103	DURHAM	NC	27713	919-294-8598
NANCY	FLEMING		5209B HWY 70	MOREHEAD CITY	NC	28557	252-727-1985
NANCY	FLEMING		117 S WRIGHT ST	BURGAU	NC	28425	910-259-0243
NANCY	FLEMING		200 S WILMINGTON ST	RICHLANDS	NC	28574	910-324-6140
NANCY	FLEMING	N AND J TAX SERV INC	WESTWOOD VILLAGE, 1154 WESTERN BLVD	JACKSONVILLE	NC	28546	910-353-1573

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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

NANCY	FLEMING		600-300 N MARINE BLVD	JACKSONVILLE	NC	28540	910-455-3282
NANCY	FLEMING		232 BRYNN MARR RD	JACKSONVILLE	NC	28546	910-353-6533
NANCY	FLEMING		PINEY GREEN SHOP CTR, 175 FREEDOM WAY STE F	MIDWAY PARK	NC	28544	910-353-1813
NANCY	FLEMING		2750 RICHLANDS HWY	JACKSONVILLE	NC	28540	910-219-1441
NANCY	FLEMING		HOLCOMB BLVD, BLDG 84	CAMP LEJEUNE	NC	28547	910-467-8820
BETTY	GAYDON	FREEDOM TAX SERVICE INC	3011 SPRING GARDEN ST, STE B	GREENSBORO	NC	27403	336-854-4141
STEPHEN	PARKER	LS PROFESSIONAL SERVICES	4119 A SPRING GARDEN ST	GREENSBORO	NC	27407	336-632-9888
EDGAR	ALVARADO	VELOCITY TAX & FIN'L SERV	4703 CENTRAL AVE	CHARLOTTE	NC	28205	704-566-8124
OBI	ANYAFO	A&C CHARLOTTE MULTISRVS	6301 SOUTH BLVD	CHARLOTTE	NC	28217	704-557-9903
CHRISTOPHE	WILSON	WILSON ENTERPRISES, INC	3605 DAVIS DR, STE 108	MORRISVILLE	NC	27560	919-377-9348
JACOB	LEIER	TEAM RESOURCES INC	600 20TH AVE SW	MINOT	ND	58701	701-839-7300
DIANNE	DRONEN		105 E BROADWAY	STEELE	ND	58482	701-475-2559
THOMAS	STREIFEL		2321 SECOND AVE W, STE 1	WILLISTON	ND	58801	888-577-6791
LYLE	LAMOUREUX		515 MAIN ST	BOTTINEAU	ND	58318	701-228-3703
LANA	DUTCHAK	TAX GUYS LLC	448 21ST ST W STE B	DICKINSON	ND	58601	701-483-8300
VELMA	BJORGUM	VP TAX INC.	211 DAKOTA AVE	WAHPETON	ND	58075	701-642-2128
KEVIN	ANDERSON		509 5TH AVE SE	DEVILS LAKE	ND	58301	701-662-5253
TERRY	KLEIN		600 HILL AVE	GRAFTON	ND	58237	701-352-1329
NICK	BROSSART		201 HWY 2 SE	RUGBY	ND	58368	701-776-6305
GREG	BRULEY	BEISWENGER BRULEY WEILAND	2600 DEMERS AVE	GRAND FORKS	ND	58201	701-746-7361
GREG	BRULEY		2715 S WASHINGTON ST	GRAND FORKS	ND	58201	701-746-0425
CELESTE	MEDRUD	TAX WORK LLC	122 MAIN AVE E	ROLLA	ND	58367	701-477-9533
ROGER	SORENSEN	RASAREN CORPORATION	506 E HWY 20, 4	ONEILL	NE	68763	402-336-0076
RONALD	GREEN II	LARRABEE CREEK LLC	107 W SECOND	GORDON	NE	69343	308-316-4624
RICKY	DAVISON		1316 2ND ST	SAINT PAUL	NE	68873	308-754-4746
THOMAS	EYESTONE	TRE, INC.	115 N 6TH ST	BEATRICE	NE	68310	402-223-2141
PAUL	SKLENAR	H&S BUSINESS SERVS LLC	1008 16TH ST	CENTRAL CITY	NE	68826	308-946-2038
TIM	GASWICK		245 MAIN	CHADRON	NE	69337	308-432-4432
ROBERT	ALDERSON	BREAK AWAY HOLDINGS LLC	118 23RD ST, STE 700	COLUMBUS	NE	68601	402-564-1128
ROBERT	ALDERSON		1105 C ST STE 1	SCHUYLER	NE	68661	402-352-3633

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DENNIS	WURM		1419 K ST	FAIRBURY	NE	68352	402-729-2708
LANCE	NELSON	FLATWATER TAX SVC LLC	1508 S LOCUST	GRAND ISLAND	NE	68801	308-382-5250
LANCE	NELSON		1205 ALLEN DR	GRAND ISLAND	NE	68803	308-389-6009
TIMOTHY	ANDERSON	T & P, INC.	816 E 3RD STE E	KIMBALL	NE	69145	308-235-4681
JANET	HAAG	HAAG, INC.	216 W 1ST ST	MC COOK	NE	69001	308-345-3310
JAY	WEILER	GRANNEMAN AGENCY, INC.	817 CENTRAL AVE	NEBRASKA CITY	NE	68410	402-873-5289
FELICIA	WAGNER	REES & REES	1305 CENTER DR	NORFOLK	NE	68701	402-371-2686
TIMOTHY	ANDERSON	T & P, INC.	22 N SPRUCE	OGALLALA	NE	69153	308-284-2214
TIMOTHY	ANDERSON	T & P, INC.	1040 ILLINOIS	SIDNEY	NE	69162	308-254-6335
PAUL	SKLENAR	H&S BUSINESS SERVS LLC	618 N GRANT AVE	YORK	NE	68467	402-362-5864
LARRY	MUSIL		212 GRAND	RAVENNA	NE	68869	308-452-3238
JAY	WEILER	GRANNEMAN AGENCY, INC.	503 5TH ST	SYRACUSE	NE	68446	402-269-2461
DEBRA	SWANSON		440 N 12TH STE B	TECUMSEH	NE	68450	402-335-3042
BRAD	KIMBERLY	KIMBERLEY TAX SERVICE LLC	311 LAFAYETTE ST, PO BOX 144	HOLDREGE	NE	68949	308-995-6252
LENARD	PEDERSEN JR.	LACP ENTERPRISES, INC.	1701 2ND AVE	KEARNEY	NE	68847	308-234-2310
LENARD	PEDERSEN JR.		2715 2ND AVE STE D	KEARNEY	NE	68847	308-234-9359
ROBERT	ALDERSON	BREAK AWAY HOLDINGS LLC	115 S 6TH ST	SEWARD	NE	68434	402-643-4488
ROBERT	ALDERSON		522 N 5TH ST	DAVID CITY	NE	68632	402-367-4387
LINDA	RIEMERSMA		341 N WEBSTER	RED CLOUD	NE	68970	402-746-3118
SHARON	SCUSA	SCUSA&KLIMENT BUSSERV LLC	915 MAIN AVE STE 6	CRETE	NE	68333	402-826-2295
DONNA	ROBB	DONNA ROBB, INC.	617 N GRANT	LEXINGTON	NE	68850	308-324-4914
DONNA	ROBB		824 MERIDIAN	COZAD	NE	69130	308-784-2188
AMY	SILLIVAN		1541 M ST	ORD	NE	68862	308-728-3146
AMY	SILLIVAN		407 S 9TH AVE	BROKEN BOW	NE	68822	308-872-6249
RODNEY	PATENT		409 MAIN	WAYNE	NE	68787	402-375-4144
LILLIE	LECHER		101 LARAMIE AVE	ALLIANCE	NE	69301	308-762-5192
LILLIE	LECHER		905 MAIN ST	BRIDGEPORT	NE	69336	308-262-2900
RONALD	GREEN II	LARRABEE CREEK LLC	126 E 2ND ST	VALENTINE	NE	69201	308-316-4610
SALLY	MITCHELL	SALLY MITCHELL CPA PC	302 W 27TH	SCOTTSBLUFF	NE	69361	308-632-4211
SALLY	MITCHELL		1260 10TH ST	GERING	NE	69341	308-633-8299

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PAULA	STRASHEIM		1512 STONE ST	FALLS CITY	NE	68355	402-245-5202
LANCE	NELSON	FLATWATER TAX SVCS LLC	1011 W 2ND ST	HASTINGS	NE	68901	402-462-5282
TIMOTHY	ANDERSON	T & P, INC.	519 S DEWEY	NORTH PLATTE	NE	69101	308-532-8685
ROBERT	ALDERSON	BREAK AWAY HOLDINGS LLC	4959 S 155TH ST	OMAHA	NE	68137	402-861-8943
ROBERT	ALDERSON		242 S 13TH ST	TEKAMAH	NE	68061	402-374-1877
ROBERT	ALDERSON		1202 S LINCOLN ST	WEST POINT	NE	68788	402-260-5240
LANCE	NELSON	RENO ENTERPRISES LLC	2637 O ST	LINCOLN	NE	68510	402-441-3636
LANCE	NELSON		400 N 48TH ST, STE B05	LINCOLN	NE	68504	402-441-3661
LANCE	NELSON		1505 SOUTH ST	LINCOLN	NE	68502	402-441-3655
LANCE	NELSON		5400 S 56TH ST, STE 7	LINCOLN	NE	68516	402-441-3658
LANCE	NELSON		4451 N 26TH ST, STE 700	LINCOLN	NE	68521	402-441-3660
LANCE	NELSON		2901 PINE LAKE RD, STE F	LINCOLN	NE	68516	402-441-3680
LANCE	NELSON		6450 O ST, STE 300R	LINCOLN	NE	68510	402-441-3664
DAVID	POULIN		WILLOW PLACE PLAZA, 1857 WHITE MOUNTAIN HWY	NORTH CONWAY	NH	3860	603-356-8907
PAUL	ANATONE	DOUBLE DIP INC	15 FREETOWN RD	RAYMOND	NH	3077	603-895-2003
PAUL	ANATONE	DOUBLE DIP INC	PETERBOROUGH PLAZA, 19 WILTON RD STE 13	PETERBOROUGH	NH	3458	603-924-3370
PAUL	ANATONE		26 MAIN ST	ANTRIM	NH	3440	603-588-3222
DAVID	POULIN		410 GLEN AVE	BERLIN	NH	3570	603-752-2372
PHYLLIS	JOHANSSON		241 UNION AVE	LACONIA	NH	3246	603-524-0951
PHYLLIS	JOHANSSON		636 W MAIN ST	TILTON	NH	3276	603-286-8670
RALPH	RENZELMAN JR.	RIMAJAM LLC	65 ROXBURY ST	KEENE	NH	3431	603-352-4102
RALPH	RENZELMAN JR.		149 EMERALD ST, UNIT D1	KEENE	NH	3431	603-352-4065
PAUL	ANATONE	DOUBLE DIP INC	79 CENTRAL ST	WOODSVILLE	NH	3785	603-747-8141
DAVID	POULIN		1995 RT 16	WEST OSSIPPEE	NH	3890	603-539-2220
PAUL	ANATONE		TRI CITY PLAZA, 110 TRI CITY PLAZA	SOMERSWORTH	NH	3878	603-742-7076
PAUL	ANATONE		422 CENTRAL AVE	DOVER	NH	3820	603-742-4810
PAUL	ANATONE	DOUBLE DIP INC	SPAULDING COMMONS, 306 N MAIN ST	ROCHESTER	NH	3867	603-332-0090
PAUL	ANATONE		36 CENTER ST	WOLFEBORO FALLS	NH	3896	603-569-6878
MARK	STERNBERG		746 RTE 34 STE 6	MATAWAN	NJ	7747	732-583-3272

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

CLARK	DEGROFF III		130 N BROADWAY	PENNSVILLE	NJ	8070	856-678-4115
CLARK	DEGROFF III		172 E BROADWAY	SALEM	NJ	8079	856-935-3840
CLARK	DEGROFF III		20 COURT HOUSE S DENNIS RD	CAPE MAY COURT HOUSE	NJ	8210	609-465-3272
CECILIA	COOPER	CA COOPER LLC	3307 NEW JERSEY AVE	WILDWOOD	NJ	8260	609-522-4273
CLARK	DEGROFF III		210 E 10TH ST	OCEAN CITY	NJ	8226	609-398-2245
CECILIA	COOPER	CA COOPER LLC	BAYSHORE MALL, 3845 BAYSHORE RD	NORTH CAPE MAY	NJ	8204	609-886-7639
CLARK	DEGROFF III		2087 S RTE 9	SEAVILLE	NJ	8230	609-624-1580
CLARK	DEGROFF III		14 VILLAGE CENTER DR	SWEDESBORO	NJ	8085	856-467-1040
RODRIGO	LIZO	RELIANT PROF RES., INC.	735 W SIDE AVE	JERSEY CITY	NJ	7306	201-435-1500
PAUL	DAVISON	MIFI CORPORATION	201 STRYKERS RD, STE 4	PHILLIPSBURG	NJ	8865	908-454-9670
ENRIQUE	ENRIQUEZ	E.G. ENRIQUEZ & CO INC	380 S WASHINGTON AVE	BERGENFIELD	NJ	7621	201-384-9450
ENRIQUE	ENRIQUEZ		13 S WASHINGTON AVE	BERGENFIELD	NJ	7621	201-384-1096
ENRIQUE	ENRIQUEZ		1594 LAKEWOOD RD, UNIT 12	TOMS RIVER	NJ	8755	848-224-4044
ANDREA	LOPEZ		195 BLOOMFIELD AVE	NEWARK	NJ	7104	973-482-2727
CONSUELO	CASTILLO	CONSUELO'S TRAVEL LLC	220 3RD ST	LAKEWOOD	NJ	8701	732-886-0035
CONSUELO	CASTILLO		86A BRIDGE AVE	RED BANK	NJ	7701	732-212-0526
CONSUELO	CASTILLO		510 MAIN ST	BRADLEY BEACH	NJ	7720	732-869-1882
CONSUELO	CASTILLO		19 S ST	FREEHOLD	NJ	7728	732-333-0111
MICHAEL	PAOLINI		2 SPLIT ROCK, STE 4	CHERRY HILL	NJ	8003	856-433-8027
MARISOL	BARIAS	J. M. BARLOS, INC.	594 BROADWAY	NEWARK	NJ	7104	973-485-6676
CECELIA	OSPINO		2609 BERGENLINE AVE	UNION CITY	NJ	7087	201-864-3950
MICHELLE	GILLESPIE		1110 HARRISON ST	FRENCHTOWN	NJ	8825	908-628-3600
BRAD	POLLARD		1650 E HWY 66	GALLUP	NM	87301	505-488-2936
STEPHANIE	THIEL		1293 S 2ND ST	RATON	NM	87740	575-303-5776
JOSEPH	SMITH	NEW MEXICO TAX ASSOCS LLC	123 N MAIN ST	LOVINGTON	NM	88260	575-396-5194
AUSTIN	SHEEN	NEW MEXICO TAX ASSOCS LLC	1501 W PIERCE ST	CARLSBAD	NM	88220	575-885-2260
AUSTIN	SHEEN		128 N CANYON ST	CARLSBAD	NM	88220	575-628-8896
BRENDA	COSPER	COSPER ENTERPRISES INC	2614 N PRINCE ST	CLOVIS	NM	88101	575-742-3111
DENNIS	SCHOCK	TAX SHOP LLC	2500 7TH ST, STE I	LAS VEGAS	NM	87701	505-425-1040
MONICA	HARDEMAN	MMH ENTERPRISES LLC	2107 CERRILLOS RD	SANTA FE	NM	87505	505-471-6363

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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

MONICA	HARDEMAN		3517 ZAFARANO DR STE A23	SANTA FE	NM	87507	505-473-7591
BRENDA	COSPER	COSPER ENTERPRISES INC	421 S AVE C STE B	PORTALES	NM	88130	575-356-8352
APRIL	MONTOYA		808 N 1ST ST	GRANTS	NM	87020	505-287-7843
VIVIAN	FLORES	C DEE INC	1878 HWY 180 E	SILVER CITY	NM	88061	575-388-1901
BRENDA	COSPER	COSPER ENTERPRISES INC	502 W TEXAS STE A	ARTESIA	NM	88210	575-746-3456
STEPHANIE	THIEL	COLORADO TAX SPECIALISTS	1720 LOUISIANA BLVD NE, STE 212	ALBUQUERQUE	NM	87110	505-255-7300
DENNIS	SCHOCK	SCHOCK & COMPANY LLC	1627 B CENTRAL AVE	LOS ALAMOS	NM	87544	505-662-6168
MONICA	HARDEMAN	MMH ENTERPRISES LLC	1010-D N RIVERSIDE DR	ESPANOLA	NM	87532	505-753-4866
DENNIS	SCHOCK	TAX SHOP LLC	622-F PASEO DEL PUEBLO SUR	TAOS	NM	87571	575-758-3153
JOSEPH	SMITH		1800 SUDDERTH DR	RUIDOSO	NM	88345	575-257-4223
JOSEPH	SMITH		1100 S MAIN ST, STE D	ROSWELL	NM	88203	575-622-5455
JOSEPH	SMITH	NEW MEXICO TAX ASSOCS LLC	610 W BENDER, STE 300	HOBBS	NM	88240	575-392-4077
ROSE	GARCIA		132 S 5TH ST, PO BOX 361	SANTA ROSA	NM	88435	575-472-2627
LAURA	CORDER	ALPENGLOW FINANCIAL LLC	3501 E MAIN ST STE J	FARMINGTON	NM	87402	505-436-2699
LAURA	CORDER		1245 W APACHE ST, STE 113	FARMINGTON	NM	87401	505-258-4435
LAURA	CORDER		1415 W AZTEC BLVD, STE A3	AZTEC	NM	87410	505-334-2552
THERESA	BUCHANAN		1961 W WILLIAMS AVE	FALLON	NV	89406	775-423-8200
THERESA	BUCHANAN		500 W GOLDFIELD AVE, STE 1	YERINGTON	NV	89447	775-463-4755
BRANDY	WALKER	BUSY BEE TAX SERVICE LLC	185 S SCOTT ST	BATTLE MOUNTAIN	NV	89820	775-635-5204
DONALD	KAMINSKI JR.		TONOPAH STATION MALL, 1137 S MAIN ST STE A2	TONOPAH	NV	89049	775-482-6181
DEBORAH	LINDSEY	LINDSEY PEAK LLC	331 11TH ST, STE 112	ELKO	NV	89801	775-738-4026
DEBORAH	LINDSEY		2570 IDAHO ST	ELKO	NV	89801	775-738-4845
SANDRA	KELSEY		811 FLORENCE WAY, STE B	WEST WENDOVER	NV	89883	775-664-3727
SANDRA	KELSEY	NO NV TAX & FIN SRVCS LLC	1676 AULTMAN ST	ELY	NV	89301	775-289-4411
AMIE	FULLER		483 W MESQUITE BLVD	MESQUITE	NV	89027	702-346-5797
CORY	TOLMAN		466 W WINNEMUCCA BLVD	WINNEMUCCA	NV	89445	775-623-4218
CORY	TOLMAN	NNV TAX INC	390 HWY 95A S, STE 2	FERNLEY	NV	89408	775-575-5100
CORY	TOLMAN		415 8TH ST, STE C	HAWTHORNE	NV	89415	775-945-3844
VICTOR	MORALES	SERVITAX INC	4750 W FLAMINGO RD	LAS VEGAS	NV	89103	702-255-1040
VICTOR	MORALES		4693 E FLAMINGO RD	LAS VEGAS	NV	89121	702-458-3939



**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

VICTOR	MORALES		4522 W CHARLESTON	LAS VEGAS	NV	89102	702-362-5814
JARRETT	SCALISE		130 CHAUTAUQUA MALL BLVD	LAKEWOOD	NY	14750	716-763-1748
MARY	ROTH	INTEGRITY TAX SERV., INC.	W WAYNE PLAZA, 1900 RTE 31	MACEDON	NY	14502	315-538-0017
MARY	ROTH		92 MAIN ST	PHELPS	NY	14532	315-548-3782
WILLIAM	FRIDLEY		6 MECHANIC ST	NORWICH	NY	13815	607-334-8900
WILLIAM	FRIDLEY		127 W MAIN ST	WATERVILLE	NY	13480	315-841-8001
WILLIAM	FRIDLEY		213 MAIN ST, STE 100	MASSENA	NY	13662	315-764-0269
WILLIAM	FRIDLEY		SEAWAY SHOPPING CENTER, 701 CANTON ST	OGDENSBURG	NY	13669	315-393-5831
SCOTT	DERWICK	FOX HOLDINGS, INC.	42 BROADWAY MALL	HORNELL	NY	14843	607-324-5041
KEITH	REYNOLDS		9 E MAIN ST	SPRINGVILLE	NY	14141	716-592-9282
MARY	ROTH	INTEGRITY TAX SERV., INC.	20 BROAD ST	LYONS	NY	14489	315-946-9658
MARY	ROTH		12038 MAIN ST	WOLCOTT	NY	14590	315-594-2717
DAWN	EVERY	EVERY ENTERPRISES INC	5552 E AVON PLAZA	AVON	NY	14414	585-226-6360
NICKI	DURFEE		190 E MAIN ST	ATTICA	NY	14011	585-591-2288
DIANA	CARPENTER	DNR ASSOCIATES LLC	138 ALBANY ST	CAZENOVIA	NY	13035	315-655-2784
KATY	COOPER		12469 OLEAN RD STE 3	CHAFFEE	NY	14030	716-492-2533
LYN	GALLEY		2911 S MAIN ST	NEWFANE	NY	14108	716-778-5012
LYN	GALLEY		2546 YOUNGSTOWN-LOCKPORT RD	RANSOMVILLE	NY	14131	716-791-3908
SCOTT	DERWICK	FOX HOLDINGS, INC.	RIVERWALK PLAZA, 139 BOLIVAR RD	WELLSVILLE	NY	14895	585-593-4063
CRAIG	LAVIGNE		4 MAIN ST	CANTON	NY	13617	315-386-3410
CRAIG	LAVIGNE	CRAIG, INC.	79 E MAIN ST	GOUVERNEUR	NY	13642	315-287-1030
CRAIG	LAVIGNE		53 MARKET ST	POTSDAM	NY	13676	315-265-8160
SCOTT	DERWICK	FOX HOLDINGS, INC.	2 E MAIN ST	GOWANDA	NY	14070	716-532-9944
KATIE	LAVALLA		2666 MAIN ST	WHITNEY POINT	NY	13862	607-692-3171
KATIE	LAVALLA		17 GENESEE ST	GREENE	NY	13778	607-656-4779
KATIE	LAVALLA	REVALLA, INC.	55 MAIN ST	SIDNEY	NY	13838	607-563-1040
KATIE	LAVALLA		142 DELAWARE ST	WALTON	NY	13856	607-865-7429
KATIE	LAVALLA		10 COURT ST	DELHI	NY	13753	607-278-2047
THOMAS	RICK		437 MAIN ST	MEDINA	NY	14103	585-798-2636

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THOMAS	RICK		115 N MAIN ST	ALBION	NY	14411	585-589-7133
SCOTT	DERWICK	FOX HOLDINGS, INC.	BROAD STREET PLAZA, 677 BROAD ST	SALAMANCA	NY	14779	716-945-4016
SCOTT	DERWICK	FOX HOLDINGS, INC.	487 N UNION ST	OLEAN	NY	14760	716-373-2008
JARRETT	SCALISE	DUNKIRK HRB, INC.	108 E 4TH ST	DUNKIRK	NY	14048	716-366-3404
JARRETT	SCALISE		321 CENTRAL AVE	SILVER CREEK	NY	14136	716-934-3311
THOMAS	RICK		59 MAIN ST	AKRON	NY	14001	716-542-9234
THOMAS	RICK		13186 BROADWAY	ALDEN	NY	14004	716-937-4278
JO ELLEN	HUGHES		364 CHESTNUT ST	ONEONTA	NY	13820	607-432-0161
JO ELLEN	HUGHES		PRICE CHOPPER SHOP PLAZA, 5626 STATE HWY 7	ONEONTA	NY	13820	607-433-2542
CRAIG	LAVIGNE	CRAIG, INC.	9 RAYMOND ST	MALONE	NY	12953	518-483-0222
PEARL	SIBADAN	SIBADAN AND SIBADAN	117-02 ROCKAWAY BLVD	SOUTH OZONE PARK	NY	11420	718-843-6448
JORGE	SANTAMARIA		1312 BROADWAY	BROOKLYN	NY	11221	718-573-2119
JORGE	SANTAMARIA	TAX CORSAN CORP	300 WYCKOFF AVE	BROOKLYN	NY	11237	718-821-7737
JORGE	SANTAMARIA		746 SUFFOLK AVE	BRENTWOOD	NY	11717	631-231-0086
JULIA	WANG	FITA SERVICES INC	14-48 COLLEGE POINT BLVD	COLLEGE POINT	NY	11356	718-888-9081
JUAN	VAZQUEZ	QVS INCOME TAX SERVS INC	2013 WILLIAMSBRIDGE RD	BRONX	NY	10461	929-777-9229
KATIE	LAVALLA	REVALLA, INC.	273 W MAIN ST	LITTLE FALLS	NY	13365	315-823-1280
KATIE	LAVALLA		NORTH UTICA SHOPPING CENTER, 50 AUERT AVE	UTICA	NY	13502	315-735-2427
KATIE	LAVALLA		500 E STATE ST	HERKIMER	NY	13350	315-866-5637
JOSE	FELIPE	FELIPE & ASSOCIATES LLC	7814 JAMAICA AVE	WOODHAVEN	NY	11421	718-296-3300
RICARDO	BENTHAM	BENTHAM BUSINESS GROUP IN	11335 FARMERS BLVD	SAINT ALBANS	NY	11412	718-740-9797
WANDA	CALHOUN		MOHAWK ACRES PLAZA, 1780 BLACK RIVER BLVD	ROME	NY	13440	315-336-4990
WANDA	CALHOUN		181 MAIN ST	BOONVILLE	NY	13309	315-942-3895
SARAH	JIA	ALLSTATE TAX & ACCTG INC	39-20 MAIN ST 3FL	FLUSHING	NY	11354	718-461-0778
MYRNA	KILGORE DEJESUS		169 IRVING AVE, STORE FRONT	BROOKLYN	NY	11237	718-497-4765
NIDIA	TERUEL	GE TAX SERVICES CORP	4605 48TH AVE	WOODSIDE	NY	11377	718-786-0250
FRANK	PASATIERI	FRANK J PASATIERI INC	1790 HEMPSTEAD TPK	EAST MEADOW	NY	11554	516-794-6800
KEVIN	MCGRANE	MT SINAI TAX CORP	465 RTE 25A, UNIT 3	MILLER PLACE	NY	11764	631-849-6051

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LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23

MARIO	ABREU	UN TAX ABLE INC	701 E 180TH ST	BRONX	NY	10457	646-490-2386
CARMEN	PEREZ	VIA TAX PREPARATION INC	600 W 139TH ST, FRONT 2	NEW YORK	NY	10031	212-926-5697
KAREN	JOU	LIC ACCOUNTANTS & ADV INC	47-46 VERNON BLVD, SECOND FLOOR	LONG ISLAND CITY	NY	11101	718-707-0955
KAREN	JOU		41-18 CRESCENT ST	LONG ISLAND CITY	NY	11101	718-707-0295
CRAIG	LAVIGNE	NORTH COUNTRY TAX LLC	79 HAMMOND LN	PLATTSBURGH	NY	12901	518-563-5680
CRAIG	LAVIGNE		110 BROADWAY	SARANAC LAKE	NY	12983	518-891-0844
MICHAEL	PHILLIPS	PETRELLA PHILLIPS LLP	1892 S WINTON RD, STE 180	ROCHESTER	NY	14618	585-544-1040
MICHAEL	PHILLIPS		24 TILLMAN ST	GENEVA	NY	14456	315-789-3310
MICHAEL	PHILLIPS		3240 CHILLI AVE, UNIT 3	ROCHESTER	NY	14624	000-000-0000
MICHAEL	PHILLIPS		28 CLARA BARTON ST	DANSVILLE	NY	14437	000-000-0000
WARREN	GRUBERGER	FREEPORT TAX SERVICES INC	2584 SUNRISE HWY	BELLMORE	NY	11710	516-799-2919
KATIE	LAVALLA		184 EDIE RD, STE B	SARATOGA SPRINGS	NY	12866	518-587-1136
KATIE	LAVALLA	REVALLA, INC.	1240 STATE RTE 29	GREENWICH	NY	12834	518-692-8099
ALICE	STUCKEY	AA ENDEAVORS, LLC	109 E PERRY ST	PAULDING	OH	45879	419-399-5283
WANDA	PETKOSEK		15005 S SPRINGDALE AVE, UNIT 5	MIDDLEFIELD	OH	44062	440-632-1879
SHIRLEY	WALLICK		715 DOVER RD NE	SUGARCREEK	OH	44681	330-852-9311
SHIRLEY	WALLICK		231 W 3RD ST	DOVER	OH	44622	330-343-8669
RONALD	MORTON		111 E MAIN, P O BOX 546	CARROLLTON	OH	44615	330-627-4900
PAUL	BEATTIE		149 BUCKEYE BLVD	PORT CLINTON	OH	43452	419-734-4601
RONALD	MORTON		289 LAFAYETTE ST STE K	LONDON	OH	43140	740-852-5247
RONALD	MORTON		70 S MAIN	LONDON	OH	43140	740-845-1591
WANDA	PETKOSEK		540 WATER ST, STE 208	CHARDON	OH	44024	440-285-3191
TONYA	BLUHM MCCAULEY		480 W HUNTER	LOGAN	OH	43138	740-385-4526
BRYAN	SCHOLL	SCHOLL ENTERPRISES, INC.	124 N BARRON ST	EATON	OH	45320	937-456-2593
BRYAN	SCHOLL		118 S WASHINGTON	NEW PARIS	OH	45347	937-437-0283
DODY	JOHNSON	JOHNSON AND MCGRAW CO LLC	117-119 N MARKET ST	LISBON	OH	44432	330-424-7530
RONALD	MORTON		250 S BROADWAY	LYNCHBURG	OH	45142	937-364-2467
RONALD	MORTON		117 W COURT ST	WASHINGTON COURT HOU	OH	43160	740-895-6508
JOSEPH	GREEN	WAJ MANAGEMENT CO INC	1637 US HWY 36 E, STE 8A	URBANA	OH	43078	937-653-7889

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CONNIE	SULLIVAN		717 E STATE ST	GEORGETOWN	OH	45121	937-378-3808
RONALD	MORTON		618 E MAIN ST	POMEROY	OH	45769	740-992-6674
RONDA	SMITH	R&J SMITH ENTERPRISES LLC	76 N SOUTH ST	WILMINGTON	OH	45177	937-382-4055
DELBRA	SAUNDERS	BELLA TAX SERVICE	558 E MAIN	JACKSON	OH	45640	740-286-5601
DOUG	MCGUIRE	MCGUIRE NEVADA MGMT INC.	700 N SANDUSKY AVE	BUCYRUS	OH	44820	419-562-8088
JAMIE	WALTERS	TAX PROS AND ASSOCIATES	1937 E SECOND ST	DEFIANCE	OH	43512	419-782-2831
DELBRA	SAUNDERS	BAIBEL LLC	1312 EASTERN AVE	GALLIPOLIS	OH	45631	740-446-0303
DONALD	PIPPIN	PIPPIN ENTERPRISES, INC.	120 S MAIN ST	BELLEFONTAINE	OH	43311	937-599-2410
JEFFREY	NEWMAN	JEFFREY D NEWMAN, CPA LLC	522A E MAIN ST	WEST UNION	OH	45693	937-544-2366
JEFFREY	NEWMAN		522 E MAIN ST	WEST UNION	OH	45693	937-544-1272
DOUG	MCGUIRE	MCGUIRE NEVADA MGMT INC	420 E WALTON AVE, SR 224 E	WILLARD	OH	44890	419-933-4745
RENEA	RIESEN		239 E WARREN ST	CADIZ	OH	43907	740-942-3400
JANELL	MASSEY- GRIFFITH	JNM BUSINESS SOLUTIONS	134 N HIGH ST	HILLSBORO	OH	45133	937-393-4807
JACQUELINE	MASSEY		1470 JEFFERSON ST	GREENFIELD	OH	45123	937-981-2101
S. JOYCE	WILLS		890 S WASHINGTON ST	MILLERSBURG	OH	44654	330-674-1040
CHERYL	BRIELMAIER		233 W OHIO ST	KENTON	OH	43326	419-675-2962
SHERRIE	THEM	LAMSON & ASSOCIATES, INC.	21 N MAIN ST	MOUNT GILEAD	OH	43338	419-947-1850
MELANIE	SHUGERT		706 S PENNSYLVANIA AVE	WELLSTON	OH	45692	740-384-5232
PAUL	BEATTIE		855 W MAIN ST STE F	BELLEVUE	OH	44811	419-483-6422
RONALD	MORTON		720 W PLANE ST, STE 130	BETHEL	OH	45106	513-734-4009
JOSEPH M	GREEN		818 N MAIN ST	CELINA	OH	45822	419-586-6711
JOSEPH	GREEN	WAJ MANAGEMENT CO INC	761 FOX RD	VAN WERT	OH	45891	419-238-5670
BRYAN	SCHOLL	SCHOLL ENTERPRISES, INC.	5217 COLLEGE CORNER PIKE	OXFORD	OH	45056	513-523-8002
BETTI JO	HARMON	SIX HAPPY SISTERS INC	412 B CLEVELAND RD E	HURON	OH	44839	419-433-2083
TAMMY	LAMBERT		1172 ALLIANCE RD	MINERVA	OH	44657	330-868-7621
JOSEPH	GREEN	WAJ MANAGEMENT CO INC	639 WAGNER AVE	GREENVILLE	OH	45331	937-548-0212
JOYCE	SAGER		123 S WALNUT ST	OTTAWA	OH	45875	419-523-6700
MELANIE	SHUGERT		119 W MAIN ST	NEWCOMERSTOWN	OH	43832	740-498-7138
ELSIE	BEATTIE		311 W MCPHERSON HWY	CLYDE	OH	43410	419-547-1040
MARY	MCLOUTH		1426 WHITAKER WAY	MONTPELIER	OH	43543	419-485-8354

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JOSEPH M	GREEN		5030 STATE ROUTE 66	NEW BREMEN	OH	45869	000-000-0000
JOSEPH M	GREEN		MARKET PL MALL, 1669 CELINA RD	SAINT MARYS	OH	45885	419-394-2492
JOSEPH M	GREEN		350 N MAIN ST, PO BOX 46	MINSTER	OH	45865	419-628-4400
JOSEPH M	GREEN	WAJ MANAGEMENT CO INC	821 DEFIANCE ST	WAPAKONETA	OH	45895	419-738-4448
BETTI JO	HARMON		212 EASTERN AVE UNIT C	WOODSFIELD	OH	43793	740-472-1812
BETTI JO	HARMON		1055 W MARKET ST, STE C	BALTIMORE	OH	43105	740-862-4365
BETTI JO	HARMON	BWBJH LLC	3766 ST RT 60 NW	MCCONNELSVILLE	OH	43756	740-962-6441
BETTI JO	HARMON		317 WEST ST	CALDWELL	OH	43724	740-732-2068
DOUG	MCGUIRE	MCGUIRE NEVADA MGMT INC.	206 MANSFIELD AVE	SHELBY	OH	44875	419-342-4156
SHERRIE	THEM	LAMSON & ASSOCIATES, INC.	245 HARDING WAY E	GALION	OH	44833	419-468-9490
SHANE	KAMBAN	S&B TAX SERVICE	321 E 3RD ST	UHRICHSVILLE	OH	44683	740-922-0506
DEBORAH	LUGINBUHL	DEDACO, INC.	51 BENEDICT AVE	NORWALK	OH	44857	419-668-9721
RONALD	MORTON		89 S ALLISON AVE	XENIA	OH	45385	937-376-2822
RONALD	MORTON		82C SEAMAN DR	JAMESTOWN	OH	45335	937-675-2822
RONALD	MORTON		15 S TIPPECANOE	TIPP CITY	OH	45371	937-667-8002
RONALD	MORTON		210 N MAIN ST	NEW CARLISLE	OH	45344	937-845-3222
JILL	STOLZ		209 E MAIN ST	MOUNT ORAB	OH	45154	937-444-3995
DENISE	BUETTNER	DENISE & SARAH INC	227 N MAIN ST	DELPHOS	OH	45833	419-692-1621
TONYA	BLUHM MCCAULEY	BLUEBEARY WAY LLC	507 RICHLAND AVE, STE 107	ATHENS	OH	45701	740-589-5403
JOSEPH M	GREEN		TROY WEST, 2347 W MAIN ST	TROY	OH	45373	937-335-1150
JOSEPH M	GREEN		2268 W MICHIGAN ST	SIDNEY	OH	45365	937-492-1859
JOSEPH	GREEN	WAJ MANAGEMENT CO INC	1262 E ASH ST	PIQUA	OH	45356	937-778-0412
LISA	NORSTROM	L&L TAX SERVICE	16 S MAIN ST	RIITMAN	OH	44270	330-925-9513
JULIE	LEIBFORTH		106 N PROSPECT ST	RAVENNA	OH	44266	330-296-5194
RICHARD	LAMBERT	DAVE & DICK INC	200 S MAIN ST	BOWLING GREEN	OH	43402	419-352-9467
SHAWN	LAUFFER	MUSTANG BLAKE LLC	33382 WALKER RD UNIT J	AVON LAKE	OH	44012	440-933-2577
BRYAN	SCHOLL	SCHOLL ENTERPRISES, INC.	1866 DAYTON PIKE RT 4	GERMANTOWN	OH	45327	937-855-4602
BRYAN	SCHOLL	SCHOLL ENTERPRISES, INC.	351 W MAIN ST	NEW LEBANON	OH	45345	937-687-1347
SHIRLEY	WALLICK	FARNSWORTH & ASSOC, INC	542 W HIGH AVE	NEW PHILADELPHIA	OH	44663	330-339-3342
DODY	JOHNSON	JOHNSON AND MCGRAW CO LLC	15762 ST CLAIR AVE	EAST LIVERPOOL	OH	43920	330-386-4534

**EXHIBIT E**  
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CHRISTOPHE	NESTER		66 W MAIN ST	AMELIA	OH	45102	513-753-9384
RONALD	MORTON		40 N LONDON ST	MOUNT STERLING	OH	43143	740-869-4350
WANDA	PETKOSEK		WEST GEAUGA PLAZA, 12658 W GEAUGA PLAZA	CHESTERLAND	OH	44026	440-729-3102
TAMMY	LAMBERT		SOUTHGATE SHOPPING CENTER, 3091 CLEVELAND AVE SW	CANTON	OH	44707	330-484-6026
LISA	NORSTROM		111 COLLEGE ST	WADSWORTH	OH	44281	330-335-2325
LISA	NORSTROM		2831 CLEVELAND RD	WOOSTER	OH	44691	330-345-1040
LISA	NORSTROM		205 CENTER ST	SEVILLE	OH	44273	330-769-3423
LISA	NORSTROM	LAN ENTERPRISE, INC	2779 MEDINA RD	MEDINA	OH	44256	330-722-0472
LISA	NORSTROM		105 HARRIS ST	LODI	OH	44254	330-948-2670
LISA	NORSTROM		3698 CENTER RD	BRUNSWICK	OH	44212	330-225-8200
SUSAN	MCCLURE	S&D BUSINESS SERVICES LLC	231 W MAIN ST	LOUDONVILLE	OH	44842	419-994-1040
MELANIE	SHUGERT		55 DOWNTOWNER PLAZA	COSHOCTON	OH	43812	740-622-1730
SHERYL	HOLLIDAY		1330 N MAIN ST, STE K	ORRVILLE	OH	44667	330-683-4121
RONALD	MORTON		1514 MIAMISBURG-CENTERVILLE RD	DAYTON	OH	45459	937-434-6111
MUNIR	SAHAAG	BENCHMARK ACCTG & TAX SER	5183 N HIGH ST	COLUMBUS	OH	43214	614-396-6657
WILLIAM	MCCOLLOUGH	WCM TAX SERVICE LLC	814 HWY 59 N STE 3	HEAVENER	OK	74937	918-653-4355
SHERRI	LUCAS	SHERRI'S OFFICE SERV INC	1660 SE WASHINGTON BLVD	BARTLESVILLE	OK	74006	918-333-0611
LISA	BEARD		1104 W MAIN	COLLINSVILLE	OK	74021	918-371-4066
JUSTIN	AVERY	AVERY FINANCIAL SERVICES	301 E 8TH	OKMULGEE	OK	74447	918-756-0700
JUSTIN	AVERY	AVERY FINANCIAL SERVICES	702 E MAIN ST	HENRYETTA	OK	74437	918-652-4444
KEITH	WALKER		915 SE WASHINGTON	IDABEL	OK	74745	580-286-7157
KEITH	WALKER		615 S PARK DR	BROKEN BOW	OK	74728	580-584-9568
MICHAEL	FIETZ		318 S MAIN	MIAMI	OK	74354	918-542-4713
MICHAEL	FIETZ		123 E ILLINOIS	VINITA	OK	74301	918-256-5130
MICHAEL	FIETZ		120 E 3RD ST	GROVE	OK	74344	918-786-5339
MICHAEL	FIETZ		509 S MAIN	JAY	OK	74346	918-253-8879
AMANDA	MURRAY	KAYE FINANCIAL SERVICES	1331 E CARL ALBERT PKWY	MCALESTER	OK	74501	918-426-1040
STEVEN	ROBISON		801 N HINCKLEY	HOLDENVILLE	OK	74848	405-379-2344
STEVEN	ROBISON		503 S MEKUSUKEY AVE	WEWOKA	OK	74884	405-257-6759

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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

AMANDA	MURRAY	KAYE FINANCIAL SERVICES	217 W MAIN	WILBURTON	OK	74578	918-465-5175
WILLIAM	MCCOLLOUGH		105 E RAY FIND BLVD, STE O	ROLAND	OK	74954	918-427-4311
WILLIAM	MCCOLLOUGH	WCM TAX SERVICE LLC	83981 HWY 59	STILWELL	OK	74960	918-696-4111
DONNA	MIEARS		208 E MAIN	HOMINY	OK	74035	918-885-2213
DONNA	MIEARS	MIEARS & SPEARS LLC	113 E MAIN	PAWHUSKA	OK	74056	918-287-4652
LISA	BEARD		307 W CADDO	CLEVELAND	OK	74020	918-358-2787
MICHAEL	SHUPERT	SHUPERT FIN'L SRVS, LLC	108 S MAIN	SPIRO	OK	74959	918-962-5022
BRANDON	MANN		614 SE MAIN	CHECOTAH	OK	74426	918-473-6711
CYNTHIA	HOLT	DEVELOPEMENT FUNDS INC	2055 MAHANEY	TAHLEQUAH	OK	74464	918-456-9386
GREG	ROBERTS		355 S ASH ST	NOWATA	OK	74048	918-273-2025
JUSTIN	AVERY		415 ROCK	EUFAULA	OK	74432	918-689-2752
KAREY	HICKSON-VANN		114 E 8TH AVE	BRISTOW	OK	74010	918-367-3454
LISA	BEARD	LISA BEARD & CIERRA BEARD	512 W ROGERS BLVD	SKIATOOK	OK	74070	918-396-3470
STEVEN	ROBISON		885 S MISSISSIPPI AVE	ATOKA	OK	74525	580-889-3091
ROBERT	BRUN		642 S LYNN RIGGS BLVD	CLAREMORE	OK	74017	918-342-5175
MICHAEL	SHUPERT	SHUPERT FIN'L SRVS, LLC	708 W CHEROKEE	SALLISAW	OK	74955	918-775-9392
ATHENA	BRADLEY	ATB ENTERPRISES, INC.	201 S ADAIR, STE B	PRYOR	OK	74361	918-825-3332
JUSTIN	AVERY		1407 E MAIN ST A4	STIGLER	OK	74462	918-967-7036
WILLIAM	MCCOLLOUGH	WCM TAX SERVICE LLC	2717 N BROADWAY	POTEAU	OK	74953	918-647-9003
ATHENA	BRADLEY	CATB ENTERPRISES INC	650 S CHEROKEE	CATOOSA	OK	74015	918-266-1006
DONNA	MIEARS	ADM TAXES LLC	200 W TROWER BLVD, STE 1	MANNFORD	OK	74044	918-865-5074
DOUGLAS	DITTMAYER		614 E 6TH AVE	STILLWATER	OK	74074	405-377-5657
DOUGLAS	DITTMAYER		307 7TH ST	PERRY	OK	73077	580-336-5900
MALINDA	MAYO		917 S CORNWELL	YUKON	OK	73099	405-354-5153
STEVEN	ROBISON		1106 E STATE HWY 152, STE 3	MUSTANG	OK	73064	405-256-6196
BRENT	BULLARD	BULLARDS TAX SERVICE	2239 N HWY 81 STE 145	DUNCAN	OK	73533	580-255-8269
BRENT	BULLARD	BULLARDS TAX SERVICE	1447 W BROADWAY	ARDMORE	OK	73401	580-223-9693
STEVEN	ROBISON		909 S COUNTRY CLUB DR	EL RENO	OK	73036	405-262-0607
JUDY	HEINRICHS	HEINCO INC	2120 N 14TH ST	PONCA CITY	OK	74601	580-765-4101
JUDY	HEINRICHS	HEINCO INC	2105 W OWEN K GARRIOTT	ENID	OK	73703	580-237-3985

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

JUDY	HEINRICHS		704 W MAINE	ENID	OK	73701	580-242-0053
FRED	FOX III	T & J TAX LLC	19635 NE 23RD ST	HARRAH	OK	73045	405-454-6114
BETTY	GREEN		308 W MAIN	MARIETTA	OK	73448	580-276-5520
DOUGLAS	DITMEYER		401 E MAIN	CUSHING	OK	74023	918-225-2343
RYAN	WILLIS	RC WILLIS INC	1417 E MAIN	WEATHERFORD	OK	73096	580-772-6300
FRED	FOX III	T & J TAX LLC	822 W 12TH ST	SULPHUR	OK	73086	580-622-6759
CARISSA	WILLIS	WILLIS WORLDWIDE	205 S MAIN	LINDSAY	OK	73052	405-756-8467
PAMELA	REICH		209 E MAIN	MADILL	OK	73446	580-795-3329
LINDA	MOORE		118 S DEAN MCGEE	WYNNEWOOD	OK	73098	405-665-2061
SHELLY	SMITH	SHELLY SMITH TAXES LLC	802 S ALLISON AVE	CHANDLER	OK	74834	405-258-0625
TONJIA	WILLIS	T WILLIS TAX & BUS SRVS	812 MAIN ST	WOODWARD	OK	73801	580-256-6623
TONJIA	WILLIS	T WILLIS TAX & BUS SRVS	511 COLLEGE AVE	ALVA	OK	73717	580-327-3580
SHELLY	NAULT		107 W MAIN	WATONGA	OK	73772	580-623-7080
BETTY	WILLIS	WILLIS TAX SERVICE CORP	217 N MAIN	KINGFISHER	OK	73750	405-375-5413
SHERRI	GRAY		209 E MAIN	TISHOMINGO	OK	73460	580-371-3383
FRED	FOX III	T & J TAX LLC	102 OKLAHOMA AVE	ANADARKO	OK	73005	405-247-2317
DONNA	MIEARS	AD MIEARS LLC	904 N MAIN	GUYMON	OK	73942	580-338-5547
CARISSA	WILLIS	WILLIS WORLDWIDE	1703 S 4TH	CHICKASHA	OK	73018	405-224-2881
TONJIA	WILLIS	T WILLIS TAX & BUS SRVS	101 N 13TH	CLINTON	OK	73601	580-323-0402
CARISSA	WILLIS	JC WILLIS, INC	115 S JEFFERSON	ELK CITY	OK	73644	580-225-2256
BRENT	BULLARD	BULLARDS TAX SERVICE	311 S CHICKASAW	PAULS VALLEY	OK	73075	405-238-2266
MATTHEW	NORMAN		108 S BROADWAY	HOBART	OK	73651	580-726-8467
FRED	FOX III	T & J TAX LLC	1419 N MAIN, STE E	ALTUS	OK	73521	580-482-7614
SUZANNE	SPEARS		621 HARRISON	PAWNEE	OK	74058	918-762-3253
FRED	FOX III	T & J TAX LLC	602 NW SHERIDAN	LAWTON	OK	73505	580-355-0221
FRED	FOX III		3414 NW CACHE RD, STE A	LAWTON	OK	73505	580-355-9188
FRED	FOX III		LAWTON TOWN CENTER, 283 NW 2ND ST	LAWTON	OK	73507	580-355-1624
FRED	FOX III		2413 NW 67TH ST, STE T-1	LAWTON	OK	73505	580-536-6400
FRED	FOX III		1718 MACOMB RD, IN THE FOOD COURT	FORT SILL	OK	73503	580-695-4887
FRED	FOX III		8209 US-277 STE 3	ELGIN	OK	73538	580-454-0221



**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

DENNIS	TAYLOR	TFS, INC.	1610 SW ALLEN CREEK, STE 101	GRANTS PASS	OR	97527	541-472-1299
DENNIS	TAYLOR		330 NE AGNESS AVE	GRANTS PASS	OR	97526	541-472-1345
KEVIN	OLSON	KO TAX, INC.	2413 NW HWY 101	LINCOLN CITY	OR	97367	541-994-6928
KEVIN	OLSON	KO TAX, INC.	865 NE HWY 99 W, STE F	MCMINNIVILLE	OR	97128	503-472-4596
CHRIS	HOLLOWAY	QUASHNICK & HOLLOWAY TAX	1092 MARINE DR	ASTORIA	OR	97103	503-325-1166
JULIE	HAMILTON	JC TAX SERVICE LLC	452 E ELLENDALE AVE, PO BOX 160	DALLAS	OR	97338	503-623-8933
KEVIN	OLSON	KO TAX, INC.	2504 E PORTLAND RD	NEWBERG	OR	97132	503-538-3640
CHRIS	HOLLOWAY	QUASHNICK & HOLLOWAY TAX	3003 HWY 101	GEARHART	OR	97138	503-717-5206
JULIE	HAMILTON	JC TAX SERVICE LLC	340 PACIFIC AVE N, PO BOX 5	MONMOUTH	OR	97361	503-606-0898
ROZANNE	MULLIN		103 W MAIN	JOHN DAY	OR	97845	541-575-0533
ROZANNE	MULLIN		92 W ADAMS ST	BURNS	OR	97720	541-573-1519
T ALAN	TWOMBLY	TWOMBLY TAX SERVICE, LLC	1217 N COAST HWY 101, PO BOX 2225	NEWPORT	OR	97365	541-264-7270
T ALAN	TWOMBLY		101 W CENTRAL AVE	COOS BAY	OR	97420	541-267-2426
T ALAN	TWOMBLY	TWOMBLY TAX SERVICE, LLC	3229 BROADWAY, STE A	NORTH BEND	OR	97459	541-888-2878
T ALAN	TWOMBLY	TWOMBLY TAX SERVICE, LLC	1680 HWY 126, PO BOX 331	FLORENCE	OR	97439	541-997-7725
T ALAN	TWOMBLY	TWOMBLY TAX SERVICE	2203 MAIN ST N, STE F	TILLAMOOK	OR	97141	503-374-0049
KIM	MCHENRY	MCTAX LLC	126 3RD ST	LEECHBURG	PA	15656	724-845-1040
KIM	MCHENRY		157 WASHINGTON AVE	VANDERGRIFT	PA	15690	724-568-3663
SCOTT	DERWICK	FOX HOLDINGS, INC.	807 E MAIN ST	BRADFORD	PA	16701	814-368-7993
TEENA	CLAWSON		4E MARKET ST	BLAIRSVILLE	PA	15717	724-459-7601
J MATTHEW	MULHORN		248 COUNTRY SIDE PLAZA	MOUNT PLEASANT	PA	15666	724-547-5240
DONNA	LAKE	VENTUREX LLC	SALEM PLAZA STE 450, 6518 RTE 22	DELMONT	PA	15626	724-468-8576
TERI	HARRIER		364 E 2ND ST, RT 6 E	COUDERSPORT	PA	16915	814-274-8246
TERI	HARRIER		24 E 4TH ST, STE 102	EMPORIUM	PA	15834	814-486-2637
DONNA	LAKE	VENTUREX LLC	KEYSTONE PLAZA, 8279 STATE RT 22	NEW ALEXANDRIA	PA	15670	724-668-7262
CINDY LOU	BAKER		142 N CENTER ST	CORRY	PA	16407	814-664-7251
DONNA	LAKE	VENTUREX LLC	301 POINT ST, STE 1	SALTSBURG	PA	15681	724-639-3913
CHARLOTTE	VIRGILI		1123 E GREENE ST	WAYNESBURG	PA	15370	724-627-6545

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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

CHARLOTTE	VIRGILI		VINE STREET PLAZA, 211 S VINE ST	CARMICHAELS	PA	15320	724-966-9227
VIRGINIA	MOSES		193 12 MAIN ST	ELDRED	PA	16731	814-225-3290
J MATTHEW	MULHORN		125 W CRAWFORD AVE	CONNELLSVILLE	PA	15425	724-628-2160
JOYCE	SMIDA		CREEKSIDE PLAZA, 100 PERRY HWY STE 107	HARMONY	PA	16037	724-453-1040
FREDERICK	DE JOHN JR.		731 BROADWAY	MC KEES ROCKS	PA	15136	412-331-1040
JOHN	BENNETT JR	JOHN BENNETT, INC.	58 FREDERICK ST	HANOVER	PA	17331	717-632-2103
JOHN	BENNETT JR		GRANDVIEW PLAZA SHOP CTR, 1432 BALTIMORE ST	HANOVER	PA	17331	717-632-5385
JOHN	BENNETT JR		40 S QUEEN ST	LITTLESTOWN	PA	17340	717-345-5167
DEBORAH	GUNTZ		MORGANTOWN CROSSINGS SHPG CTR, 216 CROSSING BLVD	ELVERSON	PA	19520	610-286-6009
MICHELLE	GILLESPIE	GILLESPIE TAX SERVICES IN	8330 EASTON RD E-2	OTTSVILLE	PA	18942	610-847-6961
LAMONT	MASSER	L AND N MASSER	1 SUSQUEHANNA VALLEY MALL DR	SELINSGROVE	PA	17870	570-374-2035
MARILYN	KELLER		114 N DERR DR	LEWISBURG	PA	17837	570-523-8804
BARBARA	RICHARDSON	RICHARDSONS ACCTG SVC COR	103 S CONESTOGA DR	SHIPPENSBURG	PA	17257	717-532-7744
BARBARA	RICHARDSON	RICHARDSONS ACCT SVC CORP	5258B SIMPSON FERRY RD	MECHANICSBURG	PA	17050	717-766-0901
BARBARA	RICHARDSON		4830 CARLISLE PIKE SPC D16	MECHANICSBURG	PA	17050	717-737-0714
BARBARA	RICHARDSON		6560 CARISLE PIKE STE 225	MECHANICSBURG	PA	17050	717-620-8613
SURF	SWEISFORD		THE SHOPPES AT VALLEY FORGE, 220 SCHUYLKILL RD	PHOENIXVILLE	PA	19460	610-933-8998
SURF	SWEISFORD		2030 W MAIN ST	WEST NORRITON	PA	19403	610-539-1868
JOSEPH	CORTRIGHT	NLBS CO	5350 RTE 873 STE 7	SCHNECKSVILLE	PA	18078	610-799-4545
KERRI	DUCKETT	HOWARD & MILLER	202 N 3RD ST	CLEARFIELD	PA	16830	814-765-5411
KERRI	DUCKETT		530 STATE ST	CURWENSVILLE	PA	16833	814-236-0261
PAUL	DAVISON		525 MAIN ST	STROUDSBURG	PA	18360	570-421-0291
PAUL	DAVISON		BURGER KING PLAZA, RT 209	BRODHEADSVILLE	PA	18322	570-992-6990
PAUL	DAVISON		CARRIAGE SQ SHOP CTR, RT 196	TOBYHANNA	PA	18466	570-894-0500
PAUL	DAVISON		MEADOW LAKE PLAZA, 900 BUSINESS DR STE 3	E STROUDSBURG	PA	18302	570-223-7889
PAUL	DAVISON		TANNERSVILLE PLAZA, RTE 611	TANNERSVILLE	PA	18372	570-620-3038
PAUL	DAVISON	MIFI CORPORATION	EAGLE VALLEY MALL, 213 SKYLINE DR	E STROUDSBURG	PA	18301	570-424-0702

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ARYA	KHOSHNEGAH SR.	PREMIER TAX ASSOCS LLC	103 E UNION ST	PUNXSUTAWNEY	PA	15767	814-938-4000
KERRI	DUCKETT	HOWARD & MILLER	PEEBLES PLAZA, 1065 N FRONT ST	PHILIPSBURG	PA	16866	814-342-0327
DONNA	MILES		1072 PENNSYLVANIA AVE	TYRONE	PA	16686	814-684-5145
DONNA	BROADT	DBU, INC.	2105 FIFTH ST HOLLOW RD	BLOOMSBURG	PA	17815	570-387-8114
DONNA	BROADT		346 W SECOND ST	BERWICK	PA	18603	570-759-1594
LAMONT	MASSER	L & N MASSER	25 S 4TH ST	SUNBURY	PA	17801	570-286-1277
JACQUELINE	HUNTER		BRADFORD TOWNE CTR, 164 ENNIS LN	TOWANDA	PA	18848	570-265-9194
JACQUELINE	HUNTER		BRADFORD TOWNE CTR, RR 6 BOX 6040-23 STE TP	TOWANDA	PA	18848	570-265-9194
ARYA	KHOSHNEGAH SR.	PREMIER TAX ASSOCS LLC	46 SUPERCENTER PLAZA DR, STE J-110	LEWISTOWN	PA	17044	717-248-2136
DONNA	BROADT	DBU, INC.	122 N SECOND ST	LEHIGHTON	PA	18235	610-377-3226
ARYA	KHOSHNEGAH SR.	PREMIER TAX ASSOCS LLC	144 S ALLEGHENY ST	BELLEFONTE	PA	16823	814-355-4305
RONDA	DIVELY		157 BEDFORD PLAZA RD	BEDFORD	PA	15522	814-623-1405
BOBBI JO	FORD		417 HAMLIN HWY, STE 103	LAKE ARIEL	PA	18436	570-689-0877
BOBBI JO	FORD	BUSY B'S FIN'L SERV INC.	1130 TEXAS PALMYRA HWY	HONESDALE	PA	18431	570-251-6830
MARILYN	KELLER		58 BROADWAY	MILTON	PA	17847	570-742-3408
MARA	TARANTO		3909 BIGLER AVE	NORTHERN CAMBRIA	PA	15714	814-948-6353
ARYA	KHOSHNEGAH SR.	PREMIER TAX ASSOCS LLC	26 RED HILL CT	NEWPORT	PA	17074	717-567-3618
RONDA	DIVELY		7575 WOODBURY PIKE	ROARING SPRING	PA	16673	814-224-4029
DONALD	FAHNESTOCK JR	CHECK ENTERPRISES INC	1275 YORK RD	GETTYSBURG	PA	17325	717-334-4851
DONALD	FAHNESTOCK JR		11 S MAIN ST	BIGLERVILLE	PA	17307	717-677-7917
DONALD	FAHNESTOCK JR		11 W MAIN ST	FAIRFIELD	PA	17320	717-642-8011
JACQUELINE	HUNTER		PRICE CHOPPER PLAZA, 16750 RTE 706 STE 8	MONTROSE	PA	18801	570-278-2785
LAMONT	MASSER	L AND N MASSER	537 MAIN ST	LYKENS	PA	17048	717-453-9833
LAMONT	MASSER		4554 RT 209, STE A	ELIZABETHVILLE	PA	17023	717-362-1051
LAMONT	MASSER	L AND N MASSER	1426 FERRY ST, STE 101	DANVILLE	PA	17821	570-275-7813
LAMONT	MASSER		140 N MARKET ST	ELYSBURG	PA	17824	570-672-9431
DONALD	FAHNESTOCK JR		732 WERTZVILLE RD, STE A	ENOLA	PA	17025	717-732-0766

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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

DONALD	FAHNESTOCK JR		1 MILL RD, STE 2	NEWVILLE	PA	17241	717-776-4865
DONALD	FAHNESTOCK JR	CHECK ENTERPRISES INC	836 US 15 N	DILLSBURG	PA	17019	717-432-3123
LAMONT	MASSER	L AND N MASSER	24 S MARKET ST	SHAMOKIN	PA	17872	570-648-5283
FREDERICK	DE JOHN JR.		358 ALLEGHENY ST	JERSEY SHORE	PA	17740	570-398-4884
DEBORAH	GUNTZ		743 E PHILADELPHIA AVE	BOYERTOWN	PA	19512	610-369-1837
DONNA	BROADT	DBU, INC.	395 E BROAD ST	TAMAQUA	PA	18252	570-668-1757
CARLA	GREEN		106 ABBOTTSTOWN ST	EAST BERLIN	PA	17316	717-259-9469
ARYA	KHOSHNEGAH SR.	PREMIER TAX ASSOCS LLC	2071 S ATHERTON ST	STATE COLLEGE	PA	16801	814-238-4603
DONNA	BROADT	DBU, INC.	471 N CLAUDE A LORD BLVD	POTTSVILLE	PA	17901	570-622-8912
DONNA	BROADT		227 RTE 61 S	SCHUYLKILL HAVEN	PA	17972	570-385-5313
DONNA	BROADT		125 S TULPEHOCKEN ST	PINE GROVE	PA	17963	570-345-2407
DONNA	BROADT		1004 S FOURTH ST	HAMBURG	PA	19526	610-562-0300
DONNA	BROADT		544 ALTAMONT BLVD	FRACKVILLE	PA	17931	570-874-1040
DIANE	KENERUP		215B S FIRST ST	BANGOR	PA	18013	610-588-0011
DIANE	KENERUP		228 S BROADWAY STE B	WIND GAP	PA	18091	610-863-7303
GINO	CARA		739 AIRPORT RD	HAZLE TOWNSHIP	PA	18202	570-455-9453
DEBRA	HENNING		2 W 2ND ST	PENNSBURG	PA	18073	215-679-3576
JOSEPH	CORTRIGHT	NAZARETH BUS. SVCS. INC.	166 BATH-NAZARETH HWY	NAZARETH	PA	18064	610-759-5844
DONNA	BROADT	DBU, INC.	5-7 N MARKET ST	NANTICOKE	PA	18634	570-735-7343
SURF	SWEISFORD		434 MAIN ST	ROYERSFORD	PA	19468	610-948-7110
LAMONT	MASSER	L AND N MASSER	4277 WILLIAM PENN HWY, STE 1	MIFFLINTOWN	PA	17059	717-436-8035
LAMONT	MASSER	L AND N MASSER	914 N RIVER RD	HALIFAX	PA	17032	717-896-8835
JOSEPH	CORTRIGHT	BATH BUSINESS SVCS INC	7574 BETH-BATH PIKE	BATH	PA	18014	610-837-7577
LAMONT	MASSER	L AND N MASSER	2 CEDAR GREEN CENTER	MIFFLINBURG	PA	17844	570-966-4211
DONNA	BROADT	DBU, INC.	59 S MOUNTAIN BLVD	MOUNTAIN TOP	PA	18707	570-474-9000
DONNA	BROADT		BROOKHILL PLAZA, 636 SR 93	CONYNGBAM	PA	18219	570-788-1521
JOSEPH	CORTRIGHT		200 S BEST AVE	WALNUTPORT	PA	18088	610-767-8405
CARLA	GREEN		NEW OXFORD SHOPPING CENTER, 334 LINCOLN WAY E	NEW OXFORD	PA	17350	717-624-1001
BARBARA	RICHARDSON	RICHARDSONS ACCT SVC CORP	1609 STATE RD, STE 105	DUNCANNON	PA	17020	717-957-9940

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

FREDERICK	DE JOHN JR.		936 5TH AVE, 1ST FLOOR	CORAOPOLIS	PA	15108	412-269-1030
KIRK	MYRA		248 ROUTE 940, BLAKESLEE PLAZA	BLAKESLEE	PA	18610	570-643-2283
ARYA	KHOSHNEGAH	PRIME-TIME TAX ASSOCIATES	INDIANA MALL, 2334 OAKLAND AVE	INDIANA	PA	15701	724-463-8805
ARYA	KHOSHNEGAH		2454 PHILADELPHIA ST, INDIANA WEST- SHOPPING PLAZA	INDIANA	PA	15701	724-463-3231
ARYA	KHOSHNEGAH		3100 OAKLAND AVE, STE 13 BY WALMART	INDIANA	PA	15701	724-349-6105
JOYCE	SWISHER		HERMITAGE PLAZA SHOPPING CTR, 2419 E STATE ST	HERMITAGE	PA	16148	724-346-4990
DEBORAH	GUNTZ		VILLAGE SQ SHPG CTR, 45 CONSTITUTION BLVD	KUTZTOWN	PA	19530	610-683-6542
MARVIN	FULTZ		14447 RTE 35	RICHFIELD	PA	17086	717-694-3497
JESSICA	AIKENS	2019 EDGELY ASSOCIATES	153 LEVITTOWN PKWY, STE 2	LEVITTOWN	PA	19057	215-946-1495
JESSICA	AIKENS		1601 EDGELY RD	LEVITTOWN	PA	19057	215-946-7500
JUAN	PENA	LEHIGH MULTISERVICE INC	1028 HAMILTON ST	ALLENTOWN	PA	18101	610-351-0889
JEFF	WAGNER	MAPLEWOOD ACCT SVCS INC	54 E MAIN ST	PALMYRA	PA	17078	717-838-7422
SANDRA	CUTTING	S C CUTTING & ASSOC. INC	S KINGSTOWN OFFICE PARK D5, 24 SALT POND RD UNIT D5	WAKEFIELD	RI	2879	401-789-7986
ALEXANDER	JOE		711 METACOM AVE	BRISTOL	RI	2809	401-253-1179
ALEXANDER	JOE		356 WOOD ST	BRISTOL	RI	2809	401-253-1249
ALEXANDER	JOE		75 CHILD ST	WARREN	RI	2885	401-245-7617
WILLIAM	SANCHEZ		661 DEXTER ST	CENTRAL FALLS	RI	2863	401-728-9790
RONALD	MORTON	MORTON SERVICE CO., INC.	220 MAIN ST	MC CORMICK	SC	29835	864-852-2707
RONALD	MORTON		12177 GREENVILLE HWY	LYMAN	SC	29365	864-439-3442
RONALD	MORTON	MORTON SERVICE CO., INC.	303 S MILL ST	MANNING	SC	29102	803-435-8652
RONALD	MORTON		464 I HWY 72 BYPASS W	GREENWOOD	SC	29649	864-223-5331
RONALD	MORTON	MORTON SERVICE CO., INC.	1219 BYPASS 72 NE, STE A	GREENWOOD	SC	29649	864-223-5949
RONALD	MORTON		286 BROAD ST	SUMTER	SC	29150	803-775-9513
RONALD	MORTON		1262 PEACH ORCHARD RD	SUMTER	SC	29154	803-757-0344
RONALD	MORTON		1285 BROAD ST SUMTER PL	SUMTER	SC	29150	803-7570345
CHERYL	TISDALE		1021C W DEKALB ST	CAMDEN	SC	29020	803-432-5191
RONALD	MORTON		1407D W WADE HAMPTON BLVD	GREER	SC	29650	864-877-0900
RONALD	MORTON		100A MEMORIAL DR	GREER	SC	29650	864-877-6452

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

RONALD	MORTON	MORTON SERVICE CO., INC.	502 W GREENWOOD ST	ABBEVILLE	SC	29620	864-366-5301
JUNE	WALKER		350 CHURCH ST	LAURENS	SC	29360	864-984-5632
JUNE	WALKER		218 S BROAD ST	CLINTON	SC	29325	864-833-4100
RONALD	MORTON		1166 MAGNOLIA ST	ORANGEBURG	SC	29115	803-536-2015
RONALD	MORTON	MORTON SERVICE CO., INC.	2553 N RD	ORANGEBURG	SC	29118	803-531-1500
RONALD	MORTON		6308 SAVANNAH HWY	NEESES	SC	29107	803-395-0421
MICHAEL	MARTIN	LEMMKAN INC	1723 HIGHMARKET ST	GEORGETOWN	SC	29440	843-546-8241
CHERYL	TISDALE		114 PEARL ST	DARLINGTON	SC	29532	843-393-4721
MICHAEL	MARTIN	LEMMKAN INC	2608 MAIN ST UNIT D	CONWAY	SC	29526	843-248-2753
MICHAEL	MARTIN		3901 DICK POND RD, UNIT I	MYRTLE BEACH	SC	29588	843-650-7687
MICHAEL	MARTIN		4251 BROAD ST	LORIS	SC	29569	843-756-6776
MICHAEL	MARTIN		410 C HWY 17 N BUSINESS	SURFSIDE BEACH	SC	29575	843-238-2921
KELLY	HOLMES	LEMMKAN INC	1724 HWY 501	MYRTLE BEACH	SC	29577	843-448-6231
KELLY	HOLMES		825 HWY 17 S	NORTH MYRTLE BEACH	SC	29582	843-272-6731
KELLY	HOLMES		780 COASTAL GRAND CIRCLE, UNIT V-08	MYRTLE BEACH	SC	29577	843-839-9264
CHERYL	TISDALE		1111 HWY 301 N	DILLON	SC	29536	843-774-4169
RONALD	MORTON	MORTON SERVICE CO., INC.	207 HWY 15-401 BYPASS E, STE B	BENNETTSVILLE	SC	29512	843-479-7351
CHERYL	TISDALE		227 S MAIN ST	MULLINS	SC	29574	843-464-6611
CHERYL	TISDALE		209 N RON MCNAIR BLVD	LAKE CITY	SC	29560	843-394-8325
CHERYL	TISDALE		105 S MAIN ST	HEMINGWAY	SC	29554	843-558-5341
CHERYL	TISDALE		1201 E GODBOLT ST	MARION	SC	29571	843-423-6952
JACQUELYN	JARRELL	MORNINGSTAR LLC	314 BELLS HWY	WALTERBORO	SC	29488	843-782-5555
BONNIE	MEEKS	BER CORPORATION	2632 MAIN ST	NEWBERRY	SC	29108	803-276-7050
JENNIFER	GRANT	AFJ INC OF CHARLESTON	636-C REMBERT DENNIS BLVD	MONCKS CORNER	SC	29461	843-761-8144
JENNIFER	GRANT		2058 SANTEE RIVER RD	SAINT STEPHEN	SC	29479	843-567-4088
BONNIE	MEEKS	BER CORPORATION	558 N MAIN ST	WOODRUFF	SC	29388	864-476-7152
CHERYL	TISDALE		1614-D N LONGSTREET ST	KINGSTREE	SC	29556	843-354-7614
JACQUELYN	JARRELL	MORNINGSTAR LLC	5551 MEMORIAL BLVD	SAINT GEORGE	SC	29477	843-563-2200
RONALD	MORTON	MORTON SERVICE CO., INC.	113 US HIGHWAY 321 BYPASS S	WINNSBORO	SC	29180	803-635-4018
RONALD	MORTON	MORTON SERVICE CO., INC.	511 ELM ST W	HAMPTON	SC	29924	803-943-4414

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

LINDA	HARRINGTON	WINNCO INC	312 S FIFTH ST	HARTSVILLE	SC	29550	843-332-5625
LINDA	HARRINGTON		318 S MAIN ST	BISHOPVILLE	SC	29010	803-484-6842
RONALD	MORTON	MORTON SERVICE CO., INC.	10383 DUNBARTON BLVD	BARNWELL	SC	29812	803-259-1335
JACQUELYN	JARRELL	MORNINGSTAR LLC	2269 MAIN HWY	BAMBERG	SC	29003	803-245-4812
BONNIE	MEEKS	BER CORPORATION	515 N DUNCAN BYPASS	UNION	SC	29379	864-427-4555
RONALD	MORTON		11210-4 ASHEVILLE HWY	INMAN	SC	29349	864-472-2612
RONALD	MORTON		112 N TRADE AVE	LANDRUM	SC	29356	864-457-4200
BONNIE	MEEKS	BER CORPORATION	14 GREENVILLE DR	WILLIAMSTON	SC	29697	864-847-7811
BONNIE	MEEKS		1702 HWY 86	PIEDMONT	SC	29673	864-845-5348
BONNIE	MEEKS		107 ANDERSON ST	BELTON	SC	29627	864-338-7844
RONALD	MORTON	MORTON SERVICE CO., INC.	2465 MAIN ST, STE D	ELGIN	SC	29045	803-438-5158
BONNIE	MEEKS	BER CORPORATION	1122 N MAIN ST	FOUNTAIN INN	SC	29644	864-862-6144
BONNIE	MEEKS		309 S MAIN ST	FOUNTAIN INN	SC	29644	864-862-4562
FRANCIS	GRANT	AFJ INC OF CHARLESTON	SOUTH ISLAND SQUARE, 843 WILLIAM HILTON PKWY	HILTON HEAD ISLAND	SC	29928	843-842-3838
RONALD	MORTON	MORTON SERVICE CO., INC.	408 CALHOUN ST	JOHNSTON	SC	29832	803-275-4907
RONALD	MORTON	MORTON SERVICE CO., INC.	3184 N MAIN ST	ANDERSON	SC	29621	864-226-2400
RONALD	MORTON		2813 S MAIN	ANDERSON	SC	29624	864-224-7755
RONALD	MORTON		1429 PEARMAN DAIRY RD	ANDERSON	SC	29625	864-231-7141
RONALD	MORTON		3121 HWY 153	PIEDMONT	SC	29673	864-269-8494
BARBARA	JACKSON		141 E CHURCH ST, STE F	BATESBURG LEESVILLE	SC	29070	803-532-3025
BONNIE	MEEKS	BER CORPORATION	DOGWOOD PLAZA, 313 MARKET ST	SENECA	SC	29678	864-885-1883
BONNIE	MEEKS		192 SCENIC PLAZA	WEST UNION	SC	29696	864-614-0337
BONNIE	MEEKS		609 E MAIN ST	WESTMINSTER	SC	29693	864-647-1142
MARCIA	SHEALY		304 N MAIN ST	SALUDA	SC	29138	864-445-2958
RONALD	MORTON	MORTON SERVICE CO., INC.	13039 MAIN ST	WILLISTON	SC	29853	803-709-7860
THOMAS	BECK	BECK INVESTMENT GROUP INC	THE COMMONS AT WINTHROP, 725 CHERRY RD STE	ROCK HILL	SC	29732	803-328-2937
THOMAS	BECK		MANCHESTER VILLAGES, 1910 CINEMA DR STE 100	ROCK HILL	SC	29730	803-328-2937
THOMAS	BECK	BECK INVESTMENT GROUP	181 GADSDEN ST	CHESTER	SC	29706	803-328-2937

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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

THOMAS	BECK		813 ELLIOTT RD	RICHBURG	SC	29729	803-328-2937
RONALD	MORTON	MORTON SERVICE CO., INC.	117 CHESTERFIELD HWY	CHERAW	SC	29520	843-537-4316
MARY	LYBRAND		7320 BROAD RIVER RD, STE M-3	IRMO	SC	29063	803-749-9657
RONALD	GREEN II	LARRABEE CREEK LLC	614 HWY 18	PINE RIDGE	SD	57770	605-600-4220
MARTHA	POPPENGA		204 S MAIN	LENNOX	SD	57039	605-647-2130
DEBORAH	REED	BGLAD INC	210 N EGAN AVE	MADISON	SD	57042	605-256-4204
RICHARD	TSCHETTER	DST PROPERTIES, INC.	1881 LAZELLE ST	STURGIS	SD	57785	605-347-5955
STEPHEN	AMERINE	S.A. ENTERPRISES, INC.	12 CENTER ST	VERMILLION	SD	57069	605-624-3551
THOMAS	PETERSEN	T&J PETERSEN ENTERPRI INC	2007 BROADWAY STE H	YANKTON	SD	57078	605-665-3366
RICHARD	TSCHETTER	DST PROPERTIES, INC.	1041 N MAIN	SPEARFISH	SD	57783	605-642-4821
RICHARD	TSCHETTER		161 W MAIN	LEAD	SD	57754	605-584-3034
RICHARD	TSCHETTER		502 ROUND UP ST	BELLE FOURCHE	SD	57717	605-892-2320
STEPHEN	AMERINE	S A ENTERPRISES INC	1315 6TH AVE SE STE 6, STE 6	ABERDEEN	SD	57401	605-229-4681
BRENDA	SCHMIDT	BREN-DAR, INC.	122 E SIOUX AVE, PO BOX 865	PIERRE	SD	57501	605-224-2416
RUTH	HILES	ALMAR INC	167 21ST ST SE	HURON	SD	57350	605-352-2291
STEPHEN	AMERINE	S A ENTERPRISES INC	503 W GRAND CROSSING	MOBRIDGE	SD	57601	605-845-3970
MARY	SCHAEFER	NO MAIN BUSINESS SVCS INC	811 E SPRUCE ST STE 1	MITCHELL	SD	57301	605-996-8596
JULIANA	HILL		734 JENNINGS AVE	HOT SPRINGS	SD	57747	605-745-6063
JULIANA	HILL		648 MT RUSHMORE RD	CUSTER	SD	57730	605-673-6063
BRENDA	SCHMIDT	BREN-DAR, INC.	422 E 2ND, PO BOX 185	WINNER	SD	57580	605-842-1965
STEPHEN	AMERINE		36 E STUMER RD STE 123	RAPID CITY	SD	57701	605-341-3118
STEPHEN	AMERINE	S A ENTERPRISES INC	1819 W MAIN	RAPID CITY	SD	57702	605-348-0811
STEPHEN	AMERINE		1001 E NORTH ST, STE 4	RAPID CITY	SD	57701	605-394-0222
JAMES	CUMMINGS		238 E HOLLY BLVD	BRANDON	SD	57005	605-582-8781
VANESSA	WARF		1820 HUNTSVILLE HWY, STE B	FAYETTEVILLE	TN	37334	931-433-6469
CELESTE	SIMCOX		115 VILLAGE SQ LN	MOUNTAIN CITY	TN	37683	423-727-7922
LYNDA	STILES		921 DAYTON MOUNTAIN HWY	DAYTON	TN	37321	423-775-0415
RONALD	MORTON		1211 S ROANE ST, UNIT 4	HARRIMAN	TN	37748	865-882-3310
RONALD	MORTON		230 S ROANE ST	HARRIMAN	TN	37748	865-882-8556
RONALD	MORTON		159 WESTERN PLAZA	NEWPORT	TN	37821	423-623-9470



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DEBORAH	WILSON		488 E MAIN ST	GALLATIN	TN	37066	615-452-8183
DEBORAH	WILSON		1025 NASHVILLE PIKE, STE 110	GALLATIN	TN	37066	615-230-1055
RONALD	MORTON		3815 HWY 66 S, STE 2	ROGERSVILLE	TN	37857	423-272-6515
SHASTA	YANKEE		910 MAIN ST N	CARTHAGE	TN	37030	615-735-1342
SHASTA	YANKEE		504 W MAIN ST	SMITHVILLE	TN	37166	615-597-7750
JOHN	SANDIDGE	ONE COR FOUR TWO INC	102 N MASSACHUSETTS AVE, STE 12	LA FOLLETTE	TN	37766	423-562-9341
JOHN	SANDIDGE		312 MAIN ST	JACKSBORO	TN	37757	423-566-7155
JOHN	SANDIDGE		173 S MAIN ST	JELICO	TN	37762	423-784-6013
TERESA	TOMPKINS	TOMPKINS TAX SERVICE INC	913 OLD HWY 127 S	JAMESTOWN	TN	38556	931-879-9940
KIMBERLY	FREEMAN	TAXES UNLIMITED, INC.	MADISONVILLE PLAZA, 111 KEFAUVER LN STE 6	MADISONVILLE	TN	37354	423-442-4562
KIMBERLY	FREEMAN		9174 NEW HWY 68	TELLICO PLAINS	TN	37385	423-253-7542
JOHN	SANDIDGE	ONE COR FOUR TWO INC	118 TANNER PL	CLINTON	TN	37716	865-457-0956
JOHN	SANDIDGE		726 CLINCH AVE	CLINTON	TN	37716	865-457-7766
JOHN	SANDIDGE		1442 N BROAD ST	TAZEWELL	TN	37879	423-626-8229
JOHN	SANDIDGE		7763 RUTLEDGE PIKE	RUTLEDGE	TN	37861	865-828-3781
CINDY	WHITE		1871 OLD YORK HWY E	DUNLAP	TN	37327	423-949-3601
RONALD	MORTON		481 FORKS OF THE RIVER PKWY	SEVIERVILLE	TN	37862	865-774-1775
RONALD	MORTON		1811 PKWY STE 100	PIGEON FORGE	TN	37862	865-429-0620
KIMBERLY	FREEMAN	TAXES UNLIMITED, INC.	791 NEW HWY 68, UNIT 4	SWEETWATER	TN	37874	423-337-3168
JOHN	SANDIDGE	ONE COR FOUR TWO INC	19792 ALBERTA ST	ONEIDA	TN	37841	423-569-6174
RONALD	MORTON		512 N GATEWAY AVE	ROCKWOOD	TN	37854	865-354-0696
RONALD	MORTON		609 HWY 321 N	LENOIR CITY	TN	37771	865-986-5000
RONALD	MORTON		VILLAGE SQUARE SHOPPING CENTER, 210 VILLAGE SQUARE DR	LOUDON	TN	37774	865-458-4011
RONALD	MORTON		BROADWAY CENTER, 448 E BROADWAY	JEFFERSON CITY	TN	37760	865-475-5191
SHASTA	YANKEE		139 E LAKE AVE, STE C	CELINA	TN	38551	931-243-3435
JOHN	SANDIDGE	ONE COR FOUR TWO INC	1275 MAIN ST	PIKEVILLE	TN	37367	423-447-2970
SHASTA	YANKEE		940 S MCCRARY ST	WOODBURY	TN	37190	615-563-5773
VANESSA	WARF		716 S ELLINGTON PKWY	LEWISBURG	TN	37091	931-359-1249

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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

SHASTA	YANKEE		420 E HULL AVE	GAINESBORO	TN	38562	931-268-0264
DEBORAH	WILSON		571 MIDWAY SHOPPING CENTER	CENTERVILLE	TN	37033	931-729-4473
KATRINA	JORDAN		142 W HWY 52 BY-PASS W	LAFAYETTE	TN	37083	615-666-3889
DEBORAH	WILSON		203 N BROADWAY	PORTLAND	TN	37148	615-325-3913
DEBORAH	WILSON		5507 AUSTIN PEAY HWY	WESTMORELAND	TN	37186	615-644-3337
RONALD	MORTON		631 ASHEVILLE HWY	GREENEVILLE	TN	37743	423-639-6462
RONALD	MORTON		2120 E ANDREW JOHNSON HWY	GREENEVILLE	TN	37745	423-636-2600
BECKY	CARNEY		2910 B HWY 31-W	WHITE HOUSE	TN	37188	615-672-3721
JEFFREY	SMITH		GREEN VILLAGE, 554 HWY 51 BYPASS W	DYERSBURG	TN	38024	731-285-0749
JEFFREY	SMITH		790 HWY 51, STE 23	RIPLEY	TN	38063	731-635-1040
THERESA	KELLEY	SOMERVILLE FRANCHISE INC	13076 N MAIN ST	SOMERVILLE	TN	38068	901-465-3026
THERESA	KELLEY		KROGER CENTER, 7247 HWY 64	OAKLAND	TN	38060	901-465-3001
JANET	PIERCE		12680 LEXINGTON ST	HUNTINGDON	TN	38344	731-986-3023
DONNA	GIRARD	EDISON VENTURES INC	156 DAVY CROCKETT MALL, STE 2	TRENTON	TN	38382	731-855-9797
DONNA	GIRARD		28 N JOHNSON ST	ALAMO	TN	38001	731-696-2385
JEFFREY	SMITH		2718C N CENTRAL AVE	HUMBOLDT	TN	38343	731-784-4745
JEFFREY	SMITH		1700 W REELFOOT AVE, STE 136	UNION CITY	TN	38261	731-885-6961
JEFFREY	SMITH		215 HAWKS RD, STE 9	MARTIN	TN	38237	731-587-2602
DEBORAH	WILSON		206 E MCMURRY BLVD	HARTSVILLE	TN	37074	615-374-0140
JEREMY	LAWSON		1047 S HWY 92, STE B	DANDRIDGE	TN	37725	865-484-1040
JEFFREY	SMITH		509 BROADWAY, STE 102	SOUTH FULTON	TN	38257	731-479-2778
RONALD	MORTON		609 N KENTUCKY ST STE D	KINGSTON	TN	37763	865-376-2136
DAVID	GIBSON		1341 BUFFALO TRAIL	MORRISTOWN	TN	37814	423-587-8497
DAVID	GIBSON		CRESCENT CENTER SHOP CTR, 220 N FAIRMONT	MORRISTOWN	TN	37814	423-581-1040
DAVID	GIBSON		CROCKETT SQ SHOP CTR, 463 CROCKETT TRACE DR UNIT 9	MORRISTOWN	TN	37813	423-585-0473
LINDA	TOWER		708 N CHURCH	LIVINGSTON	TN	38570	931-823-5873
LINDA	TOWER		201C N ELMORE	MONTEREY	TN	38574	931-839-3431
JOHN	SANDIDGE	ONE COR FOUR TWO INC	COOKEVILLE PLAZA, 565 S JEFFERSON STE D	COOKEVILLE	TN	38501	931-526-1544
JOHN	SANDIDGE	ONE COR FOUR TWO INC	177 MOSE DR	SPARTA	TN	38583	931-738-9381

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

SHASTA	YANKEE		2052 N MAIN ST	CROSSVILLE	TN	38555	931-484-1040
LINDA	TOWER		477 N CHANCERY ST, STE B	MC MINNVILLE	TN	37110	931-473-5500
JOSEPH	LAUTIGAR		3709 RINGGOLD RD	CHATTANOOGA	TN	37412	423-622-0800
JOSEPH	LAUTIGAR		2435 GLASS ST	CHATTANOOGA	TN	37406	423-698-0084
JOSEPH	LAUTIGAR		1508 DECATUR PIKE	ATHENS	TN	37303	423-745-7833
FRED	FOX III		1301 N HOBART ST	PAMPA	TX	79065	806-665-2161
FRED	FOX III		111 S MAIN ST	PERRYTON	TX	79070	806-435-5616
TERRI	HENSON	HENSON & ASSOCIATES LLC	800 HWY 287 N, STE B	RHOME	TX	76078	817-636-2888
JOHN	BISHOP	JWMB LLC	2223 HWY 79 S	HENDERSON	TX	75652	903-657-1644
YVETTE	MATHIS		1301 E END BLVD S	MARSHALL	TX	75670	903-938-6383
YVETTE	MATHIS		110 E WALKER ST	JEFFERSON	TX	75657	903-665-3002
YVETTE	MATHIS		4208 VICTORY DR	MARSHALL	TX	75672	903-938-0225
SHERRY	MCCASLIN		119 N GREER BLVD	PITTSBURG	TX	75686	903-856-6562
SHERRY	MCCASLIN		156 QUITMAN	PITTSBURG	TX	75686	903-856-2203
CLARK	NUSSBAUM		502 N 5TH ST	ALPINE	TX	79830	432-837-1544
IVONNE	RAMIREZ		700 N MAIN	ANDREWS	TX	79714	432-524-9301
KRISTY	THIEMAN	K&K FINANCIAL LLC	301 HOLLY ST	ATLANTA	TX	75551	903-796-8201
KRISTY	THIEMAN		213 E FIRST ST	HUGHES SPRINGS	TX	75656	903-639-2686
KRISTY	THIEMAN		413 N MCCOY BLVD	NEW BOSTON	TX	75570	903-628-2301
ILA	JOHNSON		805 HUTCHINGS	BALLINGER	TX	76821	325-365-2474
JERI	BECKHAM	DENTON CREEK ENTERPR LLC	201 N MASON ST	BOWIE	TX	76230	940-872-5171
GEORGINA	PARTIN		1001 S BRIDGE ST	BRADY	TX	76825	325-597-0394
ALLISON	JOHNSON	ARCK MANAGEMENT INC	1500 W PANOLA	CARTHAGE	TX	75633	903-693-8998
ALLISON	JOHNSON	ARCK MANAGEMENT INC.	203 W AUSTIN STE 2	CENTER	TX	75935	936-598-4128
ALLISON	JOHNSON		592 N 1ST ST	TIMPSON	TX	75975	936-254-9960
ELTON	MCCASLIN		1400 E MAIN	CLARKSVILLE	TX	75426	903-669-1638
KEITH	ROBERTSON	ROBERTSON FIN SVC INC	1400 N MAIN	CLEBURNE	TX	76033	817-645-3929
LORI	VICK		1208 HWY 51 S, STE 1-2	DECATUR	TX	76234	940-627-5765
LORI	VICK		2202 HWY 380, STE 13	BRIDGEPORT	TX	76426	940-683-2810
RUSSELL	RANDALL	CWE, INC.	200 W ENNIS AVE, STE 104	ENNIS	TX	75119	972-875-6741

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DEBRA	LORENZ		903 W DICKINSON	FORT STOCKTON	TX	79735	432-336-3962
RONNIE	PIPPIN		1500 FOURTH ST, STE B	GRAHAM	TX	76450	940-549-3543
IVONNE	RAMIREZ		106 E AUSTIN	KERMIT	TX	79745	432-586-6521
KRISTY	THIEMAN	THIEMAN FINANCIAL GROUP	2185 N PACIFIC ST, STE 2	MINEOLA	TX	75773	903-569-5335
KRISTY	THIEMAN		906 US HWY 271 N	GILMER	TX	75644	903-843-2396
KRISTY	THIEMAN		200 S MAIN ST, STE C	WINNSBORO	TX	75494	903-342-3613
KRISTY	THIEMAN		2808 S MAIN ST, STE S	LINDALE	TX	75771	903-881-9771
LORI	VICK		102 GARRETT MORRIS PKWY	MINERAL WELLS	TX	76067	940-325-0655
LEECA	LYNCH		111 6TH ST	PECOS	TX	79772	432-445-2809
BRENDA	SMITH		111 SW AVE B	SEMINOLE	TX	79360	432-758-3145
ELVIRA	HOLGUIN		302 S CONCHO	SONORA	TX	76950	325-387-6092
JANEANN	WILKEN	J & K FIN SERVS INC	2529 S MAIN, STE 101	WEATHERFORD	TX	76087	817-594-6809
KEVIN	THIEMAN	KLRS FINANCIAL, LLC	112 E MAIN ST	WHITESBORO	TX	76273	903-564-6473
KEVIN	THIEMAN		100 S HWY 377	AUBREY	TX	76227	940-365-2713
RUSSELL	RANDALL	CWE, INC.	310 S 9TH ST	CORSICANA	TX	75110	903-872-2891
SHERRY	MCCASLIN		1311 S JEFFERSON	MOUNT PLEASANT	TX	75455	903-572-8181
SHERRY	MCCASLIN		203 E 16TH	MOUNT PLEASANT	TX	75455	903-577-8500
SHERRY	MCCASLIN		539 INTERSTATE 30 W	MOUNT VERNON	TX	75457	903-588-2308
AUSTIN	SHEEN	WEST TEXAS TAX ASSOCS LLC	1512 S GREGG	BIG SPRING	TX	79720	432-263-1931
JOHN	BISHOP	JACS, INC.	1009 S JACKSON ST, STE 345	JACKSONVILLE	TX	75766	903-586-8661
JOHN	BISHOP		411 N DICKENSON DR	RUSK	TX	75785	903-683-5151
JOHN	BISHOP	JACS, INC.	1111 E TYLER, STE 105	ATHENS	TX	75751	903-675-4039
JERI	BECKHAM	WHOLLY GRATEFUL & BLESSED	3908 WILBARGER ST	VERNON	TX	76384	940-552-5411
JERI	BECKHAM	WHOLLY GRATEFUL & BLESSED	404 W PARK AVE	IOWA PARK	TX	76367	940-592-2221
RUSSELL	RANDALL		333 N GUN BARREL LN	GUN BARREL CITY	TX	75156	903-887-5020
RUSSELL	RANDALL		433 S SEVEN POINTS DR	KEMP	TX	75143	903-432-3628
WALTER	PEARSON JR	JOHNSON COUNTY CONSULT	307 S BROADWAY	JOSHUA	TX	76058	817-645-8383
BRIDGET	JOHNSON	J TAX INVESTMENTS INC	1608 E MAIN, STE 119	MADISONVILLE	TX	77864	936-348-6281
BRIDGET	JOHNSON	J TAX INVESTMENTS INC	230 US HWY 290	ELGIN	TX	78621	512-285-4242
BRIDGET	JOHNSON	J TAX INVESTMENTS INC	1636 HWY 71 W	LA GRANGE	TX	78945	979-968-8565

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**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

BRIDGET	JOHNSON	J TAX INVESTMENTS INC	2126 B HWY 71 S	COLUMBUS	TX	78934	979-732-2965
RUSSELL	RANDALL		115 W FRANKLIN	HILLSBORO	TX	76645	254-582-9898
RUSSELL	RANDALL		104 NW 2ND ST	HUBBARD	TX	76648	254-576-2056
JOHNNY	WELBORN		1708 CENTRAL TEXAS EXPY, STE 6	LAMPASAS	TX	76550	512-556-2045
JOHNNY	WELBORN		1808 HWY 1431	KINGSLAND	TX	78639	325-388-6222
JOHNNY	WELBORN	LT TAX SERVICES INC	MARKET PLACE CENTER, 1115 FM 1431	MARBLE FALLS	TX	78654	830-693-4962
JOHNNY	WELBORN		200B S WATER ST	BURNET	TX	78611	512-756-6922
BRIDGET	JOHNSON	RIO TAX INVESTMENTS INC	2400 VETERANS BLVD STE 24	DEL RIO	TX	78840	830-775-2284
ALLISON	JOHNSON	ARCK MANAGEMENT INC	210 E BLUFF	WOODVILLE	TX	75979	409-283-3472
BRIDGET	JOHNSON	RIO TAX INVESTMENTS INC	1375 S MAIN ST, STE 223	BOERNE	TX	78006	830-249-3024
ALLISON	JOHNSON	ARCK MANAGEMENT INC	505 SABINE ST	HEMPHILL	TX	75948	409-787-1908
CYNTHIA	ROBERTSON	TAX PRO - ROBERTSON INC	239 ACKERMAN	ROCKDALE	TX	76567	512-446-6788
CYNTHIA	ROBERTSON	TAX PRO - ROBERTSON INC	118 W 3RD ST	HEARNE	TX	77859	979-279-9555
PAMELA	HATLEY	BOOKPRS AND TAXFILERS INC	995 N BUSINESS HWY 6	MARLIN	TX	76661	254-883-5910
VALERIE	SEIDEL		220 W NAVASOTA	GROESBECK	TX	76642	254-729-2159
VALERIE	SEIDEL		144 N BUFFALO AVE	BUFFALO	TX	75831	903-322-5913
ALLISON	JOHNSON	ARCK MANAGEMENT INC	527 HWY 69 NORTH	HUNTINGTON	TX	75949	936-876-4200
ALLISON	JOHNSON	ARCK MANAGEMENT INC	355 W GIBSON	JASPER	TX	75951	409-384-5336
KELLY	SPRINGER		946 BRAZOS	HEMPSTEAD	TX	77445	979-826-4477
LYLE	RUCKMAN		601 S MAGNOLIA	LULING	TX	78648	830-875-3292
TERI	GOLIBART	DLJ FUTURES LLC	428 ST ANDREW ST	GONZALES	TX	78629	830-672-6463
NOEL	SCOTT	TAX TIME LLC	LOWES BREEZEWAY, 111 BLANCO AVE	BLANCO	TX	78606	830-833-5544
JOIE	MCNABB		210 S HOUSTON	CAMERON	TX	76520	254-697-2270
RUSSELL	RANDALL		1040 S 4TH ST	CROCKETT	TX	75835	936-544-8342
LYLE	RUCKMAN		1409 S MAIN	LOCKHART	TX	78644	512-398-5310
JENNIFER	OLIVER CLENEDENING		916 E MILAM ST	MEXIA	TX	76667	254-562-3828
ALLISON	JOHNSON	ARCK MANAGEMENT INC	210 HWY 96 N	SAN AUGUSTINE	TX	75972	936-275-9057
WILLIAM	DODD	LEX PARSIMONIAE INC	761 E AUSTIN ST	GIDDINGS	TX	78942	979-542-4116
MORGAN	SALAS		416 W COMMERCE	FAIRFIELD	TX	75840	903-389-5375

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TAWANA	RIGGS		110 S CHEROKEE	SAN SABA	TX	76877	325-372-6434
JOHNNY	WELBORN		151 E MERCER ST STE C	DRIPPING SPRINGS	TX	78620	512-894-2707
JOHNNY	WELBORN	LT TAX SERVICES INC	103 RANCH RD 620 S	LAKEWAY	TX	78734	512-266-1040
HILARY	HARMON	FM 2673 LLC	1642 FM 2673, STE 10	CANYON LAKE	TX	78133	830-964-3579
CHARLOTTE	MATHEWS		102 S TEXAS AVE	ANAHUAC	TX	77514	409-267-4150
DAYLON	SHEARRER	K-KUBED INC.	1737 W OAKLAWN, STE C	PLEASANTON	TX	78064	830-569-2251
HILARY	HARMON	FM 2673 LLC	302 N TEEL	DEVINE	TX	78016	830-663-5267
HILARY	HARMON	FM 2673 LLC	125 SOUTH OAK ST	PEARSALL	TX	78061	830-334-5767
NOEL	SCOTT		117A E SINTON	SINTON	TX	78387	361-364-2921
NOEL	SCOTT		406 N ALAMO ST	REFUGIO	TX	78377	361-349-5035
NOEL	SCOTT	TAX TIME LLC	14101 NORTHWEST BLVD, STE 105	CORPUS CHRISTI	TX	78410	361-236-4810
DEBORAH	AGEE		1703 AVE K	HONDO	TX	78861	830-426-3803
NOEL	SCOTT	TIME TAX LLC	15113 MAIN ST	LYTLE	TX	78052	830-772-4900
RONALD	STINSON	RONALD R STINSON, INC	715 E CALVERT	KARNES CITY	TX	78118	830-780-3010
RONALD	STINSON	RONALD R STINSON, INC	102 E MAIN	CUERO	TX	77954	361-275-8317
JOE	REEH	TAX CONSULTANTS INC	850 SIDNEY BAKER	KERRVILLE	TX	78028	830-896-2001
JOE	REEH		3112 JCT HWY	INGRAM	TX	78025	830-367-3362
JOE	REEH	TAX CONSULTANTS INC	651 N BUSINESS IH 35, STE 1120	NEW BRAUNFELS	TX	78130	830-625-0109
DOROTHY	PERALES		609 N MAIN ST	SCHULENBURG	TX	78956	979-743-3656
SCOTT	WILLIAMS		1014 N WASHINGTON ST	BEEVILLE	TX	78102	361-358-3360
JAMES	BARBOUR		119 N FRONT ST	COTULLA	TX	78014	830-879-2114
ALMA	LOZANO	BUSINESS FIRST VENTURES	123 E MAIN ST	EAGLE LAKE	TX	77434	979-234-3420
DIANA	SANCHEZ		102 FLORES DR	ZAPATA	TX	78076	956-765-5549
MELANIE	DAVENPORT-WEHMEYER		415 N VIRGINIA	PORT LAVACA	TX	77979	361-552-2075
BRIDGET	JOHNSON	RIO TAX INVESTMENTS INC	1026 GARNER FIELD RD	UVALDE	TX	78801	830-278-2725
MELANIE	DAVENPORT-WEHMEYER		2403 N BEN JORDAN	VICTORIA	TX	77901	361-578-3641
DAYLON	SHEARRER	K-KUBED INC.	501 N HARBORTH AVE STE E	THREE RIVERS	TX	78071	361-786-3844
DAYLON	SHEARRER	K-KUBED INC.	935 10TH ST, STE 103	FLORESVILLE	TX	78114	830-393-3215
TIMOTHY	WALSLEBEN	TAW TAX SERVICES LLC	114 ENCHANTED RIVER DR	BANDERA	TX	78003	830-796-9000
CAROL	MACHICEK	RJM BUSINESS SERVS INC	510 E HWY ST	FREDERICKSBURG	TX	78624	830-997-7667

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DOROTHY	PERALES		409 W FAIRWINDS ST	HALLETTSVILLE	TX	77964	361-798-3147
CYNTHIA	TAM	AFT5 FINANCIAL SVCS LLC	210 NELSON ST, STE D	YOAKUM	TX	77995	361-293-9112
WILLIAM L	COOK		703 S BLISS AVE	DUMAS	TX	79029	806-935-5977
WILLIAM L	COOK		701 ROCK ISLAND	DALHART	TX	79022	806-249-8454
MARLA	HART		810 W 11TH ST	FRIONA	TX	79035	806-250-3638
EVELYN	ROMERO		127 W 3RD ST	HEREFORD	TX	79045	806-360-4453
RUBY	ANDRADA	JAZIUM DREAM INC	1911 4TH AVE, STE C	CANYON	TX	79015	806-655-7801
GREG	THOMPSON		601 W 3RD ST	BORGER	TX	79007	806-274-5302
SANDRA	CHAVEZ	LJ&G PREMIER LLC	1701 QUINCY ST	PLAINVIEW	TX	79072	806-296-6265
MARIE	COLVIN		500 AVE F NW	CHILDRESS	TX	79201	940-937-3451
MARLA	HART		104 E AVE C	MULESHOE	TX	79347	806-272-3332
KATHY	RAYMOND		2512 AVE R	SNYDER	TX	79549	325-573-9002
KATHY	RAYMOND		2310 LUBBOCK HWY	LAMESA	TX	79331	806-872-8706
KRISTY	THIEMAN		1801 N ROBISON RD STE 1A	TEXARKANA	TX	75501	903-832-4826
KRISTY	THIEMAN		3901 N STATELINE AVE	TEXARKANA	TX	75501	903-792-2027
KRISTY	THIEMAN	THIEMANS INC	3626 RICHMOND RD	TEXARKANA	TX	75503	903-794-0610
TAMARA	WHITE		4217 TIDWELL RD, STE A-3	HOUSTON	TX	77093	713-635-7882
ANGELA	CUNNINGHAM	AM TAX AND FIN SVC INC	15737 N FREEWAY	HOUSTON	TX	77090	281-443-9107
DOROTHY	HAFERKAMP	HAFERKAMP FIN SERVICES	811 N LASALLE	NAVASOTA	TX	77868	936-825-6395
AUSTIN	SHEEN	WEST TEXAS TAX ASSOCS LLC	KNICKERBOCKER SQUARE SC, 3355-3357 KNICKERBOCKER RD	SAN ANGELO	TX	76904	325-949-9508
AUSTIN	SHEEN		THE COMMONS SC, 3298 SHERWOOD WAY	SAN ANGELO	TX	76901	325-224-8525
AUSTIN	SHEEN		SOUTH ANGELO PLAZA SC, 1638- 1640 S CHADBOURNE	SAN ANGELO	TX	76903	325-482-0405
JERI	BECKHAM		306 N AVE D	BURKBURNETT	TX	76354	940-569-2941
JERI	BECKHAM		409 S 1ST ST	HASKELL	TX	79521	940-864-3087
JERI	BECKHAM		327 S CENTRAL	HAMLIN	TX	79520	325-576-2696
JERI	BECKHAM	GIG TAX ACCOUNTING LLC	CROSSROADS CENTER, 2708 SW PKWY STE 128	WICHITA FALLS	TX	76308	940-692-6882
JERI	BECKHAM		2314 AIRPORT DR, STE 200	WICHITA FALLS	TX	76306	940-851-6491
JERI	BECKHAM		2405 KEMP BLVD, STE B	WICHITA FALLS	TX	76309	940-723-1397
JERI	BECKHAM		1501 MIDWESTERN PKWY, STE 109	WICHITA FALLS	TX	76302	940-322-8658

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NOEL	SCOTT	TAX TIME LLC	1203B E MAIN ST	ALICE	TX	78332	361-664-0264
JOSEPH	SMITH		1327 S VALLEY MILLS DR	WACO	TX	76711	254-754-5501
JOSEPH	SMITH		1517 INTERSTATE 35 N, STE 120	BELLMEAD	TX	76705	254-799-4132
JOSEPH	SMITH		1515 HEWITT DR, STE D	WACO	TX	76712	254-666-6003
JOSEPH	SMITH	MID-TX TAX ASSOCIATES LLC	408B N VALLEY MILLS DR	WACO	TX	76710	254-399-8900
WILLIAM	KELLEY JR		1014C S MAIN	MCGREGOR	TX	76657	254-840-2211
CARSON	SHEEN	SHEEN GROUP LLC	2110 S MARKET	BRENNHAM	TX	77833	979-836-1881
JABARI	THOMAS		7125 S POLK ST, STE 104A	DALLAS	TX	75232	972-224-8427
EDWIN	JAQUEZ		2305 N BIG SPRING ST	MIDLAND	TX	79705	432-620-9991
RONALD	RUSSELL		5247 GRIGGS RD	HOUSTON	TX	77021	713-643-2100
JERI	BECKHAM		905 CHAPMAN DR	SANGER	TX	76266	940-458-4202
JERI	BECKHAM	DENTON CREEK ENTERPR LLC	815 W 1ST ST	JUSTIN	TX	76247	940-648-3639
CARMELO	GONZALEZ	CLM TAX SERVICES LLC	220 N ALTON BLVD, STE B	ALTON	TX	78573	956-585-1818
CARMELO	GONZALEZ		5601 W MILE 3 RD, STE D	MISSION	TX	78574	956-583-9416
SALOMON	SAUCEDO	MY TAX SOLUTIONS LLC	6215 UPPER VALLEY RD STE F	EL PASO	TX	79932	915-877-2003
ROBERT	NORRIS	CRF HOLLAND AVENUE INC	1614 HOLLAND AVE	HOUSTON	TX	77029	713-453-3310
NATASHA	DICKSON	FILE-IT INC	2012 DOWLING	HOUSTON	TX	77003	713-654-4115
KRISTI	SAUL	COOTERS, LLC	310 S 100 ST	KANAB	UT	84741	435-644-2071
KRISTI	SAUL		35 E CENTER	PANGUITCH	UT	84759	435-676-8328
BRAD	POLLARD	WESTERN CO FINANCIAL SVS	483 E BITTLE LN	MOAB	UT	84532	435-259-6640
AARON	TAYLOR	ATLT INC.	547 N MAIN ST	LOGAN	UT	84321	435-752-1651
DAVID	PLATT		33 E MAIN ST	PRICE	UT	84501	435-637-4110
KONNIE	ROBINSON	RAMSEY SERVICES INC	112 S MAIN	CEDAR CITY	UT	84720	435-586-6802
SCOTT	HOTH	PINNACLE LLC	273 W 500 S STE 15	BOUNTIFUL	UT	84010	801-295-8574
SCOTT	HOTH		200 W PARRISH LN STE 1	CENTERVILLE	UT	84014	801-298-7109
SCOTT	HOTH		689 N REDWOOD RD STE 120	NORTH SALT LAKE	UT	84054	801-936-1216
SCOTT	HOTH		221 W 200 N	KAYSVILLE	UT	84037	801-546-5366
AMIE	FULLER	ROAM, INC.	910 S BLUFF ST, STE 201-202	SAINT GEORGE	UT	84770	435-673-4960
AMIE	FULLER		525 W STATE ST, STE 2	HURRICANE	UT	84737	435-635-4969
AMIE	FULLER		DIXIE SUNSET PLAZA, 1812 W SUNSET BLVD STE 21	SAINT GEORGE	UT	84770	435-673-6808



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TERESA	BARTON	T&R TAX AND BUS SERV INC	822 E MAIN	GRANTSVILLE	UT	84029	435-884-3076
STEVEN	MOORE	SKM SERVICES INC	1361 N MAIN ST	TOOELE	UT	84074	435-843-8877
STEVEN	MOORE		16 N MAIN	TOOELE	UT	84074	435-882-4011
SHARLENE	BELL	HUNTS ACCOUTING INC	14241 S REDWOOD RD, BLDG B	BLUFFDALE	UT	84065	801-446-6380
THAIS	RUIZ		7618 REDWOOD RD	WEST JORDAN	UT	84084	801-280-6082
SCOTT	PRILLAMAN	FC INCOME TAX SERVICE LLC	4339 VIRGINIA AVE	COLLINSVILLE	VA	24078	276-629-5358
SCOTT	PRILLAMAN		301 S MAIN ST, STE H	STUART	VA	24171	276-694-7242
SCOTT	PRILLAMAN		2688 GREENSBORO RD	MARTINSVILLE	VA	24112	276-638-2381
SCOTT	PRILLAMAN		4226 FAIRYSTONE PK HWY	BASSETT	VA	24055	276-629-2648
JASON	MOULTON	MOULTON ACCOUNTING INC	6620 INDIAN RIVER RD	VIRGINIA BEACH	VA	23464	757-420-6168
M.C.	BREWER		36306 LANKFORD HWY	BELLE HAVEN	VA	23306	757-442-7700
M.C.	BREWER		25377 LANKFORD HWY, STE C	ONLEY	VA	23418	757-787-2900
EVELYN	HINES		405 E RUSH ST	BROOKNEAL	VA	24528	434-376-5307
JEAN	QUEEN		185 MADISON RD	ORANGE	VA	22960	540-672-4050
JEAN	QUEEN		77 W LEE HWY	WARRENTON	VA	20186	540-347-7517
JEAN	QUEEN		BEALETON VILLAGE CENTER, 6384 VILLAGE CENTER DR	BEALETON	VA	22712	540-439-1270
AARON	SKINNER	RENNIKS INC	GATEWAY PLAZA, 232A REMOUNT RD	FRONT ROYAL	VA	22630	540-635-3637
THEODORE	BOOKER		3 LURAY SHOP CENTER	LURAY	VA	22835	540-743-4202
GUY	RUSSELL JR.	RUSSELL'S TAX SERVICE	102 N MAIN ST	GALAX	VA	24333	276-236-5221
GUY	RUSSELL JR.		4123 SCENIC RD	FRIES	VA	24330	276-744-2784
JERALD	STEWARTSON JR	ACCT'G & TAX SOL BEDFORD	115 FLOYD AVE	ROCKY MOUNT	VA	24151	540-483-1348
MILTON	SKINNER	RENNIKS INC	59-B CATOCTIN CIRCLE NE	LEESBURG	VA	20176	703-777-3590
MILTON	SKINNER		297 HERNDON PKWY, STE 204	HERNDON	VA	20170	703-435-0565
MILTON	SKINNER		13340 FRANKLIN FARM RD, UNIT I	HERNDON	VA	20171	703-435-0331
TERESA	ALBAN		111 MALL RD	COVINGTON	VA	24426	540-962-4500
JEAN	QUEEN		CENTRE AT CULPEPER, 15135 MONTANUS DR	CULPEPER	VA	22701	540-825-8700
IMOGENE	SKINNER	RENNIKS INC	46950 COMMUNITY PLAZA, STORE 19	STERLING	VA	20164	703-430-6639
JERALD	STEWARTSON JR	ACCT & TAX SOLUTIONS	406A E MAIN ST	BEDFORD	VA	24523	540-586-3469
GUY	RUSSELL JR.		145- B S MAIN ST	HILLSVILLE	VA	24343	276-728-2611

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

TRAN	FORBES	FORBES PROF SVCS INC	100 WINTER ST, STE 108	WEST POINT	VA	23181	804-843-2117
TRAN	FORBES		4917 RICH-TAPPAHANNOCK HWY, STE 5	AYLETT	VA	23009	804-769-4300
TRAN	FORBES		404 N MAIN ST	KILMARNOCK	VA	22482	804-435-3510
TRAN	FORBES		1840 TAPPAHANNOCK BLVD	TAPPAHANNOCK	VA	22560	804-443-5110
VANESSA	HARDY	DD'S ACCOUNTING SERVICE	BLACKSTONE SHOPPING CENTER, 1533 S MAIN ST	BLACKSTONE	VA	23824	434-292-7634
VANESSA	HARDY		15408 PATRICK HENRY HWY	AMELIA	VA	23002	804-561-3757
VANESSA	HARDY		THE SHOPPES AT COLLEGE PARK, 1415-A S MAIN ST	FARMVILLE	VA	23901	434-392-9725
VANESSA	HARDY		15940 UNIT B JAMES MADISON HWY	DILLWYN	VA	23936	434-983-4875
GAIL	ORR	RS RG GROUP LLC	WASHINGTON CROSSINGS SHP CTR, 550 CUMMINGS ST	ABINGDON	VA	24210	276-628-7533
GAIL	ORR		165 PITTSTON RD	LEBANON	VA	24266	276-889-1070
GAIL	ORR	RS & RG GROUP LLC	524 WOOD AVE	BIG STONE GAP	VA	24219	276-523-3842
GAIL	ORR	RS & RG GROUP LLC	135 PALMER AVE STE B	SALTVILLE	VA	24370	276-496-5111
JEAN	SLEMP		119 S LAKEWOOD ST	PENNINGTON GAP	VA	24277	276-546-3077
THEODORE	BOOKER		107B W SPOTSWOOD TRL	ELKTON	VA	22827	540-298-9088
THEODORE	BOOKER		JAMESWAY PLAZA, 14072 TIMBERWAY	TIMBERVILLE	VA	22853	540-896-1163
TRAN	FORBES	FORBES PROF SVCS INC	15706 KINGS HWY	MONTROSS	VA	22520	804-493-8334
MILTON	SKINNER	RENNIKS INC	12054 N SHORE DR, STE 100B	RESTON	VA	20190	703-435-0417
TRAN	FORBES	FORBES PROF. SVCS., INC.	800 E ROCHAMBEAU DR, STE J	WILLIAMSBURG	VA	23188	757-220-2395
MILTON	SKINNER	RENNIKS INC	44110 ASHBURN SHOPPING PLAZA, UNIT 198	ASHBURN	VA	20147	703-723-9530
MILTON	SKINNER		43150 BROADLANDS CENTER, STE 122	BROADLANDS	VA	20148	571-291-2216
TRAN	FORBES	FORBES PROF. SVCS., INC.	GLOUCESTER EXCHANGE SHOP CTR, 6914 MAIN ST	GLOUCESTER	VA	23061	804-693-2444
CHRISTOPHE	WILSON		305 PINEY FOREST RD	DANVILLE	VA	24540	434-797-2398
CHRISTOPHE	WILSON	WILSON ENTERPRISES INC	RIVERSIDE CENTER, 3326 RIVERSIDE DR	DANVILLE	VA	24541	434-797-1105
CATHERINE	HOLT		435 RAILROAD AVE	KEYSVILLE	VA	23947	434-736-9095
CATHERINE	HOLT	PERKINS AND POE INC	1014 CHARLES ST	SOUTH BOSTON	VA	24592	434-572-3939
WANDA	DELONG	DELONG & ASSOCIATES LLC	13697 BOOKER T WASHINGTON HWY, THE FORUM STE 107	MONETA	VA	24121	540-721-8348

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

DIMITRI	NIBBS		58A CONTANT	SAINT THOMAS	VI	802	340-776-3200
KATIE	LAVALLA	REVALLA, INC.	316 US RTE 7 S	RUTLAND	VT	5701	802-775-5055
KATIE	LAVALLA		ONE FRANKLIN ST	BRANDON	VT	5733	802-247-3740
KATIE	LAVALLA	REVALLA, INC.	693 DEPOT ST	MANCHESTER CENTER	VT	5255	802-362-3313
KATIE	LAVALLA	REVALLA, INC.	1294 E MAIN ST	NEWPORT	VT	5855	802-334-5900
PENNY	FARRELL		TWIN CITY PLAZA SHOPPING CTR, 1284 US RT 302	BERLIN	VT	5641	802-479-9100
PENNY	FARRELL		55 S MAIN ST	WATERBURY	VT	5676	802-244-6369
MAURA	BRESLIN	MDY TAXES INC	111 COURT ST	MIDDLEBURY	VT	5753	802-388-3190
MAURA	BRESLIN		VERGENNES SHAW'S PLAZA, 69 MONKTON RD	FERRISBURGH	VT	5456	802-877-1040
BRIAN	REAK	BREAK TAX RESOLUTION INC	THE GATEWAY SHOP CTR, 570 SHELburne RD	SOUTH BURLINGTON	VT	5403	802-658-1040
BRIAN	REAK		129 MARKET ST, STE 3	WILLISTON	VT	5495	802-288-9047
BRIAN	REAK		ESSEX TOWN CENTER, 4 CARMICHAEL ST STE 110	ESSEX JUNCTION	VT	5452	802-288-8079
BRIAN	REAK		ST ALBANS COMMONS, 178 SWANTON RD	SAINT ALBANS	VT	5478	802-524-3140
RUSSELL	NORTH	NORTH BUSINESS SERVICES	61 DEPOT ST, UNIT 6	WILDER	VT	5088	802-295-9093
ANTHONY	DAVENPORT	DONALD EDWARD, INC.	15633 PACIFIC AVE S	TACOMA	WA	98444	253-537-2880
ANTHONY	DAVENPORT		MC CHORD OFF BASE, 12606 BRIDGEPORT WAY SW	LAKEWOOD	WA	98499	253-581-1536
ANTHONY	DAVENPORT		5280 PENDLETON AVE	FORT LEWIS	WA	98433	253-964-2161
ANTHONY	DAVENPORT		11012 CANYON RD E, STE 46	PUYALLUP	WA	98373	253-539-3970
ANTHONY	DAVENPORT		MCCHORD AIR FORCE BASE, 504 BARNES BLVD	MCCHORD AFB	WA	98438	253-581-0835
ANTHONY	DAVENPORT		1575 WILMINGTON DR, STE 140	DUPONT	WA	98327	253-912-4506
ANTHONY	DAVENPORT		5604 176TH ST E	PUYALLUP	WA	98375	253-875-6132
ANTHONY	DAVENPORT		20220 MOUNTAIN HWY E, STE 400	SPANAWAY	WA	98387	253-846-6576
ANTHONY	DAVENPORT		FORT LEWIS-MCCHORD AFB, 41ST DIVISION DR AND A ST	MCCHORD AFB	WA	98438	253-964-2488
ROBERT	KITCHEN	P & K TAXES, INC.	106 3RD ST SE	YELM	WA	98597	360-458-3499
ANTHONY	DAVENPORT		9842 GRAVELLY LAKE DR SW	LAKEWOOD	WA	98499	253-584-6434
ANTHONY	DAVENPORT		5700 100TH ST SW, STE 405	LAKEWOOD	WA	98499	253-581-1268
ANTHONY	DAVENPORT		8623 87TH AVE SW, STE C	LAKEWOOD	WA	98498	253-581-2270

EXHIBIT E  
LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23

ANTHONY	DAVENPORT		7801 BRIDGEPORT WAY W, STE 100	LAKEWOOD	WA	98499	253-474-0423
ANTHONY	DAVENPORT	DONALD EDWARD, INC.	9132A VETERANS DR SW	LAKEWOOD	WA	98498	253-507-5627
ANTHONY	DAVENPORT		11738 PACIFIC HWY SW	LAKEWOOD	WA	98499	253-588-1945
ANTHONY	DAVENPORT		4101 S M ST	TACOMA	WA	98418	253-472-0080
MARK	BERGIN	MBG TAX PLUS SERVICE INC	160 SW 152ND ST	BURIEN	WA	98166	206-246-4592
MARK	BERGIN		12003 DES MOINES MEMORIAL DR S	SEATTLE	WA	98168	206-267-1975
MARK	BERGIN		16256 MILITARY RD S, STE 108	SEATAC	WA	98188	206-431-5137
JONI	VAGUE BRUHN	BRUHN, LLC	722 GRIFFIN AVE	ENUMCLAW	WA	98022	360-825-5162
JONI	VAGUE BRUHN		135 JEFFERSON	BUCKLEY	WA	98321	360-829-3700
PATRICIA	STARKEY	SUNSTAR ENTERPRISE LLC	11 E H ST	DEER PARK	WA	99006	509-276-3848
STUART	SMITH	GARNERO,SMITH,HURD&MILLER	432 E 8TH ST	PORT ANGELES	WA	98362	360-457-0436
WENDY	KIPFER	WK KIPFER LLC	204 S MAIN ST	ADAMS	WI	53910	608-339-3384
MATTHEW	BROWN		130 N LUDINGTON	COLUMBUS	WI	53925	920-623-5531
KRIS	ENDEMANN	B&J STOWELL, INC.	1000 MAIN ST, STE F	UNION GROVE	WI	53182	262-878-1441
ROBERT	FOLEY		300 N LAKE AVE	CRANDON	WI	54520	715-478-3400
DAWN	GRODE	GRODE FINANCIAL SVC LLC	25140 75TH ST	PADDOCK LAKE	WI	53168	262-843-3557
SUE	RETTLER		202 N HELENA ST	CAMPBELLSPORT	WI	53010	920-533-4431
JAMIE	KOEPEL	JME EDEN ENTERPRISES LLC	425 STATE RD 64	ANTIGO	WI	54409	715-627-7319
EMMA	EBEL		135 S MAIN ST	SHAWANO	WI	54166	715-526-5922
JAMES	STOWELL	B&J STOWELL, INC.	828 E GENEVA ST	DELAVAN	WI	53115	262-740-2545
JAMES	STOWELL	B&J STOWELL, INC.	21 E WALWORTH ST	ELKHORN	WI	53121	262-723-3259
EILEEN	KOPACZEWSKI	DOUBLE E, INC.	207 WASHINGTON	FORT ATKINSON	WI	53538	920-563-4772
DEBORAH	KRAGENBRINK	MORE THAN NUMBERS LLC	120 S MAIN ST STE 101	JEFFERSON	WI	53549	920-674-2023
JEANNIE	WALTER	JW TAX ASSOCIATES INC	514 BROAD ST	LAKE GENEVA	WI	53147	262-248-8778
GLEN	BALSAVICH		364 DIVISION ST	PARK FALLS	WI	54552	715-762-3636
GLEN	BALSAVICH		211 N LAKE ST	PHILLIPS	WI	54555	715-339-4183
JAMIE	KOEPEL	JME EDEN ENTERPRISES LLC	2411 E MAIN ST	MERRILL	WI	54452	715-536-2188
REBECCA	PIONKE		1731 NEW PINERY RD	PORTAGE	WI	53901	608-742-6021
KIM	DORION	DORION SERVICES, INC.	1218 LINCOLN ST, STE D	RHINELANDER	WI	54501	715-362-7070
JAMIE	KOEPEL		225659 RIB MOUNTAIN DR	WAUSAU	WI	54401	715-298-9261

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

JAMIE	KOEPEL		3910 SCHOFIELD AVE	SCHOFIELD	WI	54476	715-359-8560
JAMIE	KOEPEL	JME EDEN ENTERPRISES LLC	356 S 18TH AVE, STE D	WAUSAU	WI	54401	715-842-5308
KENNETH	DOBBS	KLA TAX GROUP INC	324 E MAIN ST	WAUPUN	WI	53963	920-324-4311
LONN	SPANGLER	SPANGLER WBJ LLC	2362 W WASHINGTON ST	WEST BEND	WI	53095	262-338-0075
CAROL	WANLESS	WANLESS TAX LLC	197 E COURT	RICHLAND CENTER	WI	53581	608-647-8850
THOMAS	CASEY		616 MAIN ST W	ASHLAND	WI	54806	715-685-0885
STEVE	SUBKA		150 THIRD ST	BARABOO	WI	53913	608-356-1125
KENNETH	DOBBS	KLA TAX GROUP INC	713A PARK AVE	BEAVER DAM	WI	53916	920-887-1055
KENNETH	DOBBS		132 N MAIN ST	MAYVILLE	WI	53050	920-387-5416
KRIS	ENDEMANN	B&J STOWELL, INC.	224 E STATE ST	BURLINGTON	WI	53105	262-763-7665
JAMES	STOWELL		811 FOX LN	WATERFORD	WI	53185	262-534-2200
LONN	SPANGLER	SPANGLER TAX SERVICE LLC	1821 6TH ST	MONROE	WI	53566	608-325-3290
JEANNIE	WALTER	JW TAX ASSOCIATES INC	405 407 E MAIN ST	WATERTOWN	WI	53094	920-261-5366
JAY	EDWARDS		1020 W FULTON ST, STE E	WAUPACA	WI	54981	715-258-8449
DEBORA	SPICK		709 W MAIN ST	WAUTOMA	WI	54982	920-787-3004
SCOTT	SPANGLER	SPANGLER PROF SRVS LLC	809 W MAIN ST, STE 2	STOUGHTON	WI	53589	608-873-5300
MATTHEW	KUEHN	KUEHN JACKSON LLC	1595 E SUMNER ST	HARTFORD	WI	53027	262-673-4803
CHRIS	SCHOEPP	CMS BUSINESS SERVICES INC	205 PHILLIPS BLVD	SAUK CITY	WI	53583	608-643-3273
PATRICIA	WARD		2275 E MAIN ST	REEDSBURG	WI	53959	608-524-2319
TODD	HAGLUND		109 HWY YZ	DODGEVILLE	WI	53533	608-935-5797
TODD	HAGLUND		307 MAIN ST	DARLINGTON	WI	53530	608-776-4773
DEBORA	SPICK		1094 W FOND DU LAC ST	RIPON	WI	54971	920-748-7244
TODD	HAGLUND	HAGLUND BUSINESS SERVICES	1406 SPRINGDALE ST, STE 200	MOUNT HOREB	WI	53572	608-437-5627
JAMIE	KOEPEL	JME EDEN ENTERPRISES LLC	233 S 8TH ST STE A	MEDFORD	WI	54451	715-748-3686
DEBORA	SPICK		740 GREENTREE MALL	BERLIN	WI	54923	920-361-4733
LORI	LASHUA	LASHUA TAX AND ACCOUNTING	14 W WISCONSIN AVE	TOMAHAWK	WI	54487	715-453-5577
ROBERT	SUSEDIK	R&C SUSEDIK TAX & ACCOUNT	718 RIVER ST	SPOONER	WI	54801	715-635-8793
ROSELLA	SIEG	C&R ASSOCIATES, INC.	224 W MAIN ST	MONDOVI	WI	54755	715-926-4276
ROSELLA	SIEG		403 3RD AVE W	DURAND	WI	54736	715-672-4128
MARK	MILLARD		9832 PLAZA DR, STE A	MINOCQUA	WI	54548	715-356-6766

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

KRIS	PERLOCK CAMPEAU	PC TAX LLC	TRAP ROCK RIDGE PLAZA STE 9, 2071 GLACIER DR	SAINT CROIX FALLS	WI	54024	715-483-9711
EILEEN	KOPACZEWSKI	DOUBLE E, INC.	179 W MAIN ST	WHITEWATER	WI	53190	262-473-2266
ROBERT	SUSEDIK	R&C SUSEDIK TAX & ACCOUNT	15969 RAILROAD ST	HAYWARD	WI	54843	715-634-3430
MINA	POESCHEL	M J POESCHEL INC.	128 E BIRCH	AMERY	WI	54001	715-268-8411
MINA	POESCHEL		109 PARENT ST	SOMERSET	WI	54025	715-247-3960
DAWN	GRODE	GRODE FINANCIAL SVC LLC	124 E MAIN ST	TWIN LAKES	WI	53181	262-877-2505
DAWN	GRODE		112 ELIZABETH LN	GENOA CITY	WI	53128	262-279-0509
DANIEL	SHIMON		1020 10TH AVE STE 102	BALDWIN	WI	54002	715-684-2526
DANIEL	SHIMON		223-C US HWY 8 AND 63 BOX 388	TURTLE LAKE	WI	54889	715-986-2400
MATTHEW	KUEHN	KUEHN JACKSON LLC	N168W22718 PRIAIRIE VIEW LN	JACKSON	WI	53037	262-677-2103
JAMIE	KOEPPEL	JME EDEN ENTERPRISES LLC	126 CROSSROADS DR	PLOVER	WI	54467	715-346-1040
JAMIE	KOEPPEL		3296B CHURCH ST	STEVENS POINT	WI	54481	715-344-5626
ROBERT	SUSEDIK	R&C SUSEDIK TAX & ACCOUNT	437 STATE RD 70	GRANTSBURG	WI	54840	715-463-2066
DENNIS	MOE	DLC PRODUCTS LLC	50618 HARMONY ST	OSSEO	WI	54758	715-597-6012
JEANNIE	WALTER	FAMILY TRADITIONS TAX INC	211 2ND ST	REEDSBURG	WI	53959	608-524-6076
JEANNIE	WALTER		841 WATER AVE	HILLSBORO	WI	54634	608-489-3870
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	66 N MAIN ST	KEYSER	WV	26726	304-788-2926
MICHAEL	HENDERSON		285 RT 50	ROMNEY	WV	26757	304-822-8331
RAMONA	BAKER		105 PLEASANT AVE	KINGWOOD	WV	26537	304-329-2219
RONALD	MORTON		220 W MAIN ST	RIPLEY	WV	25271	304-372-9115
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	1228 COUNTRY CLUB RD, STE 100	FAIRMONT	WV	26554	304-366-7290
MICHAEL	HENDERSON		2696 WHITE HALL BLVD	WHITE HALL	WV	26554	304-363-8637
MICHAEL	HENDERSON		724 E MAIN ST	MANNINGTON	WV	26582	304-986-3129
RONALD	MORTON		905 WASHINGTON, STE B	RAVENSWOOD	WV	26164	304-273-9800
BARBARA	RUSSELL	RUSSELL BUSINESS SERVICES	139 STOLLINGS AVE	LOGAN	WV	25601	304-752-2828
BARBARA	RUSSELL		212 MAIN ST	MAN	WV	25635	304-583-9495
BARBARA	RUSSELL		1136 SMOOT AVE, STE A	DANVILLE	WV	25053	304-369-0471
BARBARA	RUSSELL		167 CRAWLEY CREEK RD	CHAPMANVILLE	WV	25508	304-855-2429
JUSTIN	LAYFIELD	TRI-CITY SERVICES INC	146 JOHN ST	WESTON	WV	26452	304-269-1840
JUSTIN	LAYFIELD	TRI-CITY SERVICES INC	8 SECOND ST	ELKINS	WV	26241	304-636-7795

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

JUSTIN	LAYFIELD	TRI-CITY SERVICES INC	64 E MAIN ST	BUCKHANNON	WV	26201	304-472-1663
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	12 BLUE AVE	GRAFTON	WV	26354	304-265-2662
MICHAEL	RING		119 S PENN AVE	HARRISVILLE	WV	26362	304-643-4444
DELBRA	SAUNDERS		417 MAIN ST	POINT PLEASANT	WV	25550	304-675-1632
RONALD	MORTON		413 MAIN ST	SPENCER	WV	25276	304-927-4481
DEBRA	METHAX	RAKES INC	1104 OAK ST, CARE OF DEBRA METHAX	KENOVA	WV	25530	304-453-4619
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	600 VIRGINIA AVE	WELCH	WV	24801	304-223-3868
MICHAEL	HENDERSON		527 MAIN ST	PINEVILLE	WV	24874	304-732-6414
RONALD	MORTON		142 N BRIDGE ST	NEW MARTINSVILLE	WV	26155	304-455-5453
RONALD	MORTON		822 3RD ST	NEW MARTINSVILLE	WV	26155	304-455-1742
DALE	PERRY		RT 152 AND JCT WILSON CREEK RD	WAYNE	WV	25570	304-272-6344
DALE	PERRY		RT 152 AND JCT STATE RT 75	LAVALETTE	WV	25535	304-529-0661
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	1214 WAL ST	SUMMERSVILLE	WV	26651	304-872-4853
MICHAEL	CARPENTER	MICHAEL A CARPENTER LLC	168 MIDLAND TRAIL, STE 2	HURRICANE	WV	25526	304-562-5122
MICHAEL	CARPENTER		3 PERRY MORRIS SQUARE	MILTON	WV	25541	304-743-3645
DONNA	BROWNING	BROWNING TAXPREP SERV LLC	937 ROOSEVELT BLVD	ELEANOR	WV	25070	304-586-3264
MICHAEL	RING		226 W MAIN ST	GLENVILLE	WV	26351	304-462-5688
RONALD	MORTON		344-12 WALNUT ST	HAMLIN	WV	25523	304-727-0763
RONALD	MORTON		204 CLAY ST	SAINT MARYS	WV	26170	304-684-9229
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	92 MICHIGAN AVE	SMITHERS	WV	25186	304-442-2267
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	42 S MAIN ST	PHILIPPI	WV	26416	304-457-4098
ELIZABETH	NELSON		15 N MAIN ST	FRANKLIN	WV	26807	304-358-2501
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	55 DON KNOTTS BLVD	MORGANTOWN	WV	26507	304-292-7803
MICHAEL	HENDERSON		7100 WILLIE G AVE, STE 103	WESTOVER	WV	26501	304-292-2334
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	112 N MAIN ST	MOOREFIELD	WV	26836	304-538-3243
MICHAEL	HENDERSON	HENDERSON TAX SVCS PLLC	460 W PIKE ST	CLARKSBURG	WV	26301	304-622-1040
MICHAEL	HENDERSON		GABRIELS PLAZA, 122 THOMPSON DR STE 7	BRIDGEPORT	WV	26330	304-842-5336
ROBERT	REDWINE	WY-TAX ENTERPRISES INC	988 S HWY 89, PO BOX 12077	JACKSON	WY	83001	307-203-2250

**EXHIBIT E**  
**LIST OF CURRENT FRANCHISEES AS OF FYE 6-30-23**

JESSE	OVERY		84 MEADOW ST	URIE	WY	82937	307-786-2829
JESSE	OVERY		124 YELLOW CREEK RD	EVANSTON	WY	82930	307-789-3909
ROBERT	REDWINE	WY-TAX ENTERPRISES, INC.	2635 E 2ND	CASPER	WY	82609	307-237-3304
ROBERT	REDWINE		4070 S POPLAR ST	CASPER	WY	82601	307-235-7016
MARDEE	AANONSEN	POKE CNTY IN THE BLACK TA	2523 E GARFIELD ST, STE B	LARAMIE	WY	82070	307-745-5667
MELODI	RAY	SONRAY ENTERPRISES, INC.	315 W CEDAR ST	RAWLINS	WY	82301	307-324-3045
LINDA	KEENER	KEENER CHOICE, INC	2109 MAIN ST	TORRINGTON	WY	82240	307-532-5413
PATTY JO	MIKKELSEN		963 FORT ST	BUFFALO	WY	82834	307-684-5125
REBECCA	KENYON	KLMM INC	219 E MAIN	RIVERTON	WY	82501	307-856-2256
ANN	RUWARD		1825 STAMPEDE AVE	CODY	WY	82414	307-587-5457
ANN	RUWARD		604 GREYBULL AVE	GREYBULL	WY	82426	307-765-9457
ANN	RUWARD	NORTHWEST WY TAX SERVICES	132 N BENT	POWELL	WY	82435	307-754-4739
REBECCA	KENYON	KLMM INC	672 W MAIN ST	LANDER	WY	82520	307-332-6102
PATTY JO	MIKKELSEN		200 W LAKEWAY	GILLETTE	WY	82718	307-682-2206
ELIZABETH	JARVIS		138 N 3RD ST	DOUGLAS	WY	82633	307-358-2048
JANICE	FREEMAN		120 W MAIN	NEWCASTLE	WY	82701	307-746-9634
BARBARA	HODGSON	BH BUSINESS SERVICES	1307 COFFEEN	SHERIDAN	WY	82801	307-672-9787
TIMOTHY	ANDERSON	T & P, INC.	DELL RANGE MARKETPLACE, 3806 DELL RANGE BLVD STE 10	CHEYENNE	WY	82009	307-638-9388
TIMOTHY	ANDERSON		506 W 17TH ST	CHEYENNE	WY	82001	307-638-9392



**EXHIBIT E**  
**LIST OF FRANCHISEES WHO CEASED DOING BUSINESS IN FYE 6-30-23**

First Name	Last Name	Partnership/Corporation	Address	City	State	Zip	Phone
JAMES	PENTECOST		6611 OLD GALLANT ROAD	GALLANT	AL	35972	256-538-9410
VICKIE	CANNON	ROCK WATER INVESTMENTS INC	2143 MADISON AVE	MONTGOMERY	AL	36107	334-263-4496
JAMES	MOORE		2222 ALABAMA HIGHWAY 205 SOUTH	ALBERTVILLE	AL	35950	256-558-4049
GAIL	ROSE	MAKAR, INC.	2304 LAKEWOOD DR	HEBER SPRINGS	AR	72543	501-691-9556
PATRICK	TAFT	PST TAX INC	136 N WOODLAND	CONWAY	AR	72032	501-690-5770
DOROTHY	THRIFT		204B N 56TH STREET	FORT SMITH	AR	72903	479-452-7909
CHARLES	KIRCHER	CD KIRCHER BUS SERV INC	PO BOX 4031	SIERRA VISTA	AZ	85636	520-249-2444
PETER	GIROUX	BOWOOD CORPORATION	16222 W POST DR	SURPRISE	AZ	85374	602-799-3887
VICKI	KELSO	B&V FINANCIAL SERV. INC.	1323 RELATION ST	SAFFORD	AZ	85546	928-428-4880
MARY LOUIS	NIXON		8990 BUTTE MOUNTAIN LN W	JACKSON	CA	95642	209-223-3063
JOSE	VIGIL		2157 KEELY AVE	UPLAND	CA	91784	909-532-8191
OLGA	PAYAN	SPEEDY TAX, INC.	818 3RD ST	CORONADO	CA	92118	619-477-3339
MATTHEW	GRABEL	GRABEL BUSINESS SERVS	75 PECK LN	WATERTOWN	CT	6795	860-354-6067
JACQUALINE	DARBY		4350 GOBBLER ROAD	CENTURY	FL	32535	251-368-2666
RON	MASON	R.E. MASON & ASSOC. INC.	8965 LELY ISLAND CIRCLE	NAPLES	FL	34113	239-732-9491
MARSHALL	WALKER	TAX PREP 101411 CORP	68 BAHAMA AVE	KEY LARGO	FL	33037	305-453-9683
MICHAEL	BEOVIDES	TAX RETURN CENTER, LLC	15950 SW 66TH TERR	MIAMI	FL	33193	786-303-7800
MICHAEL	BABCOCK		501 N LINN	NEW HAMPTON	IA	50659	641-394-4056
KERI	AMOS-SORENSEN	KLASSY GROUP LLP	609 E 12TH AVE	POST FALLS	ID	83854	208-773-0106
SUSAN	WILLIAMS		3260 N 17TH AVE	LITCHFIELD	IL	62056	217-553-2307
GRACE	CARMICHAEL		606 N CHAMBERLAIN ST	GILMAN	IL	60938	815-265-4106
PATRICIA	JOHNSON		1234 SHAWNEE RD	BOURBONNAIS	IL	60914	815-685-9535
CANDACE	GSCHIEDLE	R&B SERVICES	3405 E WONDER LAKE RD	WONDERLAKE	IL	60097	815-653-1919
REBECCA	KHOLLMAN	R&B SERVICES	7608 CEDAR RD	WONDERLAKE	IL	60097	816-653-9019

**EXHIBIT E**  
**LIST OF FRANCHISEES WHO CEASED DOING BUSINESS IN FYE 6-30-23**

GREGORY	HANVILLE	SWIBS NEWBURGH INC	1020 EAST POWELL AVENUE	EVANSVILLE	IN	47714	812-424-8046
LINDA	JORDAN	WYNNEWOOD GROUP INC	2616 W 67TH ST	MISSION HILLS	KS	66208	816-352-6844
MICHAEL	KOCOUR	THE COMMERCE COMPANY	923 N 5TH	ATCHISON	KS	66002	913-367-6749
CECELIA	WOODS	LC PARTNERS LLC	3905 DELMAR DR	PRAIRIE VILLAGE	KS	66208	816-645-1030
SUSAN	WHITE	BLANKENSHIP COMPANY, INC.	210 13TH AVE	MEDICINE LODGE	KS	67104	620-886-5323
SYBIL	KEACH	SWIBS FT BRANCH INC	7776 BASKETT RIDGE RD	BASKETT	KY	42420	270-860-9286
LENORA	FERRELL	DANVILLE HRB, INC	171 LOCKLIN LANE	DANVILLE	KY	40422	859-936-8881
DARRIN	CHAPMAN	DC ENTERPRISES INC	3596 MURRAY HWY	HARDIN	KY	42048	270-703-4767
JOYCE	HILL	JM HILL INC	4370 SLICKBACK ROAD	BENTON	KY	42025	270-437-4519
ELIZABETH	MAY	TAX KREWE LLC	217 MARINO DR	NORCO	LA	70079	504-606-3668
LYNDA	SPILLYARDS	S&S ACCTG SERVS LLC	841 JOY RD	CONVERSE	LA	71419	318-423-1241
JACKIE	MOTT		2797 RHETT DR	MOSS BLUFF	LA	70611	337-855-2450
ELIZABETH	NORRIS		10832 OCEAN GATEWAY	BERLIN	MD	21811	301-641-1174
AMY	COLLINS	AMC TAX SERVICES INC	288 WEST RD PO BOX 45	PORTAGE	ME	4768	207-764-6765
WENDY	BOWLER		68 WASHINGTON AVE	SOUTH PORTLAND	ME	4106	207-799-3676
ROBERTA	GANN		4293 W. FRANCES RD.	CLIO	MI	48420	810-687-6040
AZMINA	CLARK	SALINE FIN. SERVICE, LLC	6110 CARPENTER RD	YPSILANTI	MI	48197	734-678-5458
MELISSA	HARMA	HARMEL SERVICES INC.	PO BOX 583	DOLLAR BAY	MI	49922	906-275-9296
KATHY	WHITE		204 ORE BE GONE CT BOX 219	GILBERT	MN	55741	218-749-8579
ELAINE	MOUNSDON		11978 CO RD 8 NW	GARFIELD	MN	56332	320-763-7757
ANN	HARRINGTON		PO BOX A	TWO HARBORS	MN	55616	218-226-3600
JOSHUA	PURCELL	PURCELL FINANCIAL LLC	19639 WILSON ST NW	ELK RIVER	MN	55330	763-682-1574
KIMBERLY	NAGORSKI	HANSON TAX SERVICES LL	18468 - 218TH AVE NW	BIG LAKE	MN	55309	763-350-4994
DAVID	LUNDBORG	WHETSTONE ENTERPRISES	9836 OLD HIGHWAY RD S	ST CLOUD	MN	56301	320-253-8729

**EXHIBIT E**  
**LIST OF FRANCHISEES WHO CEASED DOING BUSINESS IN FYE 6-30-23**

MAUREEN	SKAGGS	RELIABLE TAX&BUS SERV INC	16605 COUNTRY RD 8180	NEWBURG	MO	65550	573-762-3600
JAMES	ROSCOE	JAYNET SERVICES INC	18180 BENT RIDGE RD	WILDWOOD	MO	63038	636-422-8401
CHARLES	RIGGS		315 E LINDEN CIR	KENNETT	MO	63857	573-888-1266
MYRA	GATLIN GRANT		233 CR 31	HEIDELBERG	MS	39439	601-876-5137
MARILYNN	ALLRED		308 CHATEAU DRIVE	GASTONIA	NC	28054	704-263-5235
ADOLPHE	THORPE	TAHPI FIN SOLUTIONS LLC	5004 EAGLE CREEK DR	CHARLOTTE	NC	28202	704-345-5341
ALISA	WILHELM		3500 FOLA DRIVE	MONROE	NC	28110	704-226-1335
KENNETH	PERKINS	KENNETH PERKINS INC	1255 FONTAINE RD	ROXBORO	NC	27574	434-470-1040
DANIEL	LEIER	TEAM RESOURCES, INC.	5601 9TH SE	MINOT	ND	58701	701-852-4262
ROGELYN	SMITH		1439 ORMSBY ROAD	CENTRAL CITY	NE	68826	308-946-3434
GREG	BEAM	LKM, INC	1150 N RIDGE RD DR	FREMONT	NE	68025	402-727-9307
LANCE	NELSON	SDC TAX SERVICES LLC	6440 WINDING RIDGE CIR	LINCOLN	NE	68512	402-261-9709
DANNY	PUBLOW		806 CANDICE	VALENTINE	NE	69201	402-376-3798
JOAN	BITTFIELD		406 N CLARK AVE	KENESAW	NE	68956	402-752-3574
TIMOTHY	TARGETT	NBFS, INC.	34 ASHUELOT ST PO BOX 768	KEENE	NH	63431	603-313-7622
MARGERLY	NASH	NASH & NASH LLC	1243 US HWY 22 E	LEBANON	NJ	8833	908-534-9325
KEITH	DAILEY	KD FINANCIAL SERVICES INC	3 CLEMENTS HAND CT	SICKLERVILLE	NJ	8081	856-728-8735
DANA	LONGCHAMPS	LTS, INC.	450 E 5TH ST BOX 1313	BATTLE MOUNTAIN	NV	89820	775-340-1082
ROBERTA	NORMAN		1190 REESE WAY	RENO	NV	89521	775-852-4313
TRACY	ELLIS	CHAMPLAIN TWELVE LLC	90 S WILLIAMS ST	WHITEHALL	NY	12887	518-499-2452
LENORE	CURTIS	TWO LAKES LLC	67 COSSEY ST	TICONDEROGA	NY	12883	518-585-6640
KRIS	DIALAH		3115 NEW ENGLAND THWY	BRONX	NY	10469	914-484-5294
JOEL	NOLASCO	GREEN TAX LLC	1589 SYLVAN RD	MOHEGAN LAKE	NY	10547	917-374-4080
BRENT	SHEA	SHEA TAX CONSULTING INC	419 E OAK ST	WAUSEON	OH	43567	567-454-3606
SANDRA	EASTERDAY	EASTERDAY, INC.	2386 COTTER ROAD	MANSFIELD	OH	44903	419-589-4404
ZAC	QUINBY		RR 2 BOX 142	WOODWARD	OK	73801	580-334-7738

**EXHIBIT E**  
**LIST OF FRANCHISEES WHO CEASED DOING BUSINESS IN FYE 6-30-23**

DWIGHT	BOMER	BOMER FINANCIAL SERVS	2009 N MAIN ST.	MCALESTER	OK	74501	713-208-8424
JOYCE	KANOFF	KANOFF TAX SERVICES LLC	2452 PERFECT LN SW	ALBANY	OR	97321	541-791-7653
TAMMY	GRAVEN	TR GRAVEN LLC	42139 DRY GULCH ROAD	RICHLAND	OR	97870	541-893-6571
MARGIE	CHADWICK	MARGIE CHADWICK INC.	61982 DIAL LANE	SUMMERVILLE	OR	97876	541-534-6341
THEODORE	CROCKER III	BTEA, INC.	1890 LAUREL ROAD	CAVE JUNCTION	OR	97523	541-592-8551
ROBERT	MCALLISTER	RIVERBEND TAX SERVS LLC	15 NW PORTLAND AVE	BEND	OR	97703	541-306-7856
DONALD	FAHNESTOCK JR	CHECK ENTERPRISES IOWA INC	903 GREENBRIAR DR	MECHANICSBURG	PA	17050	717-856-3939
PATRICIA	FEROZ		249 PARK AVE	OIL CITY	PA	16301	814-677-2373
MELISSA	HOLJENCIN		139 HEMLOCK LN	KERSEY	PA	15846	814-885-6561
JAMES	PORTER	JAMES & CAROL PORTER PART	314 MAIN ST	CLARION	PA	16214	814-226-1040
CAROL	PORTER		314 MAIN STREET	CLARION	PA	16214	814-227-1040
DIANE	LYLE		205 WATSON ST	MC DONALD	PA	15057	724-926-4189
MARGARET	ROWE	ROWE ASSOCIATES INC	204 W FAIR MEADOWS DR	CANONSBURG	PA	15317	724-746-3829
GINGER	LEUPOLD		7613 JACKSONVILLE RD	MILL HALL	PA	17751	570-726-4478
RONALD	SCHAEFER	NO. MAIN BUSINESS SER INC	117 E 4TH AVE	MITCHELL	SD	57301	605-996-8596
ROSALYN	PARTIN		335 OAK RIDGE LANE	MC MINNVILLE	TN	37110	931-668-9626
JOEL	SIKES	TENN MOUNTAIN TAX SERVICES	617 EASY GOER WY	SMYRNA	TN	37167	337-305-1699
JERI	BECKHAM	DENTON CREEK ENTERPRRISE LLC	PO BOX 518 114 LAKEWAY LN	JUSTIN	TX	76247	254-535-345
ANN	HALL		1357 NE COUNTY RD 0070	CORSICANA	TX	75109	903-874-6883
RONALD	STINSON		339 S PRESA ST	SAN ANTONIO	TX	78118	210-415-4872
GLORIA	LERCH		ROUTE 4, BOX 103-A	YOAKUM	TX	77995	512-293-7377
LAVERNE	RENFRO		600 S 17TH STREET	SLATON	TX	79364	806-828-6391
DIANE	STURDIVANT	L&S ENTERPRISES LLC	5116 LA VISTA CR	PALM VALLEY	TX	78552	956-491-6511
JOEL	LOPEZ	NANDIN TAX PROF LLC	110 SHADE CREST LN	CLEVELAND	TX	77327	281-622-9168
ROY	EDWARDS	LEC MANAGEMENT INC	1001 VANCOUVER DR	LEWISVILLE	TX	75077	214-405-4208

EXHIBIT E  
LIST OF FRANCHISEES WHO CEASED DOING BUSINESS IN FYE 6-30-23

JOHNNIE	WICKHAM	MS JOHNNIE'S DIAMOND TAX	4819 MALLOW ST	HOUSTON	TX	77033	281-501-2053
CRAIG	COUCH	COUCH & RUSSELL FINANCIAL	1817 LAKES EDGE BLVD	MANSFIELD	TX	76063	817-296-3025
GARY	HAMILTON		1162 HARMAN ROAD P. O. BOX 211	MAURERTOWN	VA	22644	540-436-8120
ELLEN	KAY		PO BOX 278	IRON GATE	VA	24448	540-969-8283
DEBORAH	HALL	H&S LEGACY, LLC	1241 GREENHOUSE RD	IONE	WA	99139	509-442-3553
ROBERT	BRANTING	SECURITY TAX SERVICES	3926 HIGH ST	EVERETT	WA	98201	425-252-1908
MICHELLE	MOORE	MS JAT INC	938 GLEN LN	WISCONSIN DELLS	WI	53965	608-254-7474
MARY	GRIESHOP	SJDM INC	90 FIELDSTON DR APT 1215	WISCONSIN DELLS	WI	53965	608-393-2537
CRYSTAL	MOORE		1013 S 6TH STREET	LA CROSSE	WI	54601	608-632-471
BARBARA	STOCKHAUSEN	SMADAS L.L.P.	6058 S CHESTNUT S	PLATTEVILLE	WI	53818	608-348-7766
RONALD	SHIMON		1946 STATE RD 63	EMERALD	WI	54013	715-263-2095
KEITH	LOPEZ	COWBOY STATE TAX SERVICES	6505 N ROBERTA DR	JACKSON	WY	83001	575-706-3817

**H&R BLOCK**

**FRANCHISE LICENSE AGREEMENT**

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**FRANCHISE LICENSE AGREEMENT**

This Franchise License Agreement (“Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”), between H&R Block Tax Services LLC, a Missouri limited liability company (“H&R Block”) and \_\_\_\_\_ (“Franchisee”)

Name

\_\_\_\_\_  
 Number & Street or Box Number, City, State, Zip  
 (collectively “Parties”).

In exchange for the respective promises contained in this Agreement, the Parties agree as follows:

**1. Definitions.** In this Agreement, the following terms have the following meanings:

(A) **“Action”** means any cause of action, suit, proceeding, claim, demand, investigation, or inquiry (whether a formal proceeding or otherwise) with respect to which Franchisee’s indemnity applies as described in Section 21 of this Agreement.

(B) **“Approved Location”** means the premises within the Franchise Territory at which H&R Block gives Franchisee written authorization to establish an office or other outlet from which to conduct the Franchised Business.

(C) **“Authorized Services”** means Required Services and Optional Services.

(D) **“Client Data”** means any and all information obtained from or relating to clients served by the Franchised Business or any other Network Office.

(E) **“Confidential Information”** means the components of the H&R Block System, the information comprising the Manual, and all Client Data, directives, know-how, techniques, materials, data, and other information imparted or made available by H&R Block to Franchisee or otherwise learned or acquired by Franchisee in the course of operating the Franchised Business that is (1) designated as confidential, (2) known by Franchisee to be considered confidential by H&R Block or its affiliates, or (3) by its nature inherently or reasonably could be considered confidential.

(F) **“Controlling Interest”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legal entity, through ownership of voting securities, by contract, or otherwise.

(G) **“Equity Interest”** means a direct or indirect, legal or beneficial ownership interest in a legal entity, including: in relation to a corporation, the ownership of shares in the corporation; in relation to a partnership, the ownership of a general partner or limited partnership interest; in relation to a limited liability company, the ownership of a membership interest; in relation to a trust, the trustee, or the ownership of a beneficial interest of the trust.

(H) **“Fiscal Year”** means H&R Block’s fiscal year, as designated by H&R Block.

(I) **“Franchise Territory”** means the area defined in Exhibit A attached to and incorporated by reference into this Agreement.



(J) **“Franchised Business”** means the business Franchisee conducts under this Agreement.

(K) **“Franchisee’s Associates”** means Principal; Franchisee’s spouse, if Franchisee is an individual; the affiliates, officers, directors, and shareholders of Franchisee, if Franchisee is a corporation; the partners of Franchisee, if Franchisee is a partnership; the members of Franchisee, if Franchisee is a limited liability company; and the trustee(s) of Franchisee, if Franchisee is a trust.

(L) **“H&R BLOCK Brand”** means the Licensed Marks defined in (Q) below and associated goodwill.

(M) **“H&R Block System”** or **“System”** mean the methods, programs, procedures, concepts, technology, software, advertising and promotional materials, formats, and Licensed Marks designated by H&R Block for use in connection with the Franchised Business, all of which may be revised by H&R Block.

(N) **“Improvements”** means improvements, modifications, or additions to the H&R Block System, the Franchised Business, or the Licensed Marks conceived of or developed by Franchisee or Franchisee’s Associates, employees, or agents.

(O) **“Incapacitated”** or **“Incapacity”** means the inability of Franchisee or Principal, as determined by competent medical authority, to perform Franchisee’s obligations under this Agreement for a period of 6 months or more as the result of physical or mental impairment.

(P) **“Indemnitees”** means H&R Block, its subsidiaries and affiliates, and their respective directors, officers, employees, shareholders, successors, and assigns.

(Q) **“Licensed Marks”** means the service mark “H&R BLOCK” and all other trademarks, service marks, logos, commercial symbols, emblems, and other indicia of origin that H&R Block may designate for use in connection with or to identify the H&R Block System.

(R) **“Losses and Expenses”** means all losses, compensatory, exemplary, or punitive damages, judgments, fines, penalties, equitable relief, charges, expenses, assessments, fees (including reasonable attorney’s, expert’s, accountant’s, and consultant’s fees), interest, court costs, settlement amounts, and other similar amounts incurred, assessed against, or suffered by Indemnitees in connection with any Action.

(S) **“Manual”** means the H&R Block Policy and Procedure Manual (available on the intranet operated by H&R Block or an affiliate) as it may be revised by H&R Block at its option to describe, modify, or supplement the H&R Block System or to adapt the System to new conditions or technology.

(T) **“Net Amount Subject to Royalties”** means the total amount of revenue received by the Franchised Business, directly or indirectly, for Authorized Services less: 1) applicable sales taxes Franchisee collects and remits to the appropriate taxing authorities; and 2) revenue from the sale of products or services subject to a Product-Specific Royalty Rate, an incentive rate paid to Franchisee, or otherwise designated as royalty free.

(U) **“Network Office”** means an office or other physical premises that offers Required Services and utilizes or is licensed to utilize the H&R Block System and the Licensed Marks,

whether operated by H&R Block, its affiliates, or a third party authorized by H&R Block or its affiliates.

(V) **“Optional Services”** means products and services (that may or may not be related to tax preparation) that Franchisee may be authorized but not required by H&R Block to offer or perform under the terms and conditions H&R Block may require. H&R Block may change its designations of whether particular products or services are Optional Services.

(W) **“Preseason”** means that portion of a calendar year other than the Tax Season.

(X) **“Principal”** means Franchisee, if Franchisee is an individual; or an individual approved by H&R Block who holds an Equity Interest in Franchisee, if Franchisee is a business entity, who personally assumes and agrees to be bound by all of the terms of this Agreement as demonstrated by signing as Principal below and to whom H&R Block may look to the individual, in addition to the business entity, for the proper performance of Franchisee’s obligations under this Agreement.

(Y) **“Reporting Period”** means those periods designated by H&R Block in the Manual or otherwise in writing for the payment of royalties and the submittal of reports by Franchisee under this Agreement.

(Z) **“Required Services”** means income tax return preparation, electronic filing of income tax returns, and any other products or services (that may or may not be related to tax return preparation) as H&R Block may require Franchisee to offer in conducting the Franchised Business. H&R Block may change its designations of whether particular products and services are Required Services.

(AA) **“Tax Season”** means the period in each year from the first weekday after January 1 through the last date on which individual federal income tax returns for the preceding year may be filed without receiving an extension of time or incurring any penalty for late filing.

(BB) **“Technology Standards”** means the standards specified in the Manual for technology to be used in the Franchised Business, including the internet, the intranet operated by H&R Block or an affiliate, and computer hardware, software, and virus protection.

(CC) **“Transfer”** means a sale, assignment, conveyance, lease, pledge, gift, mortgage, or other encumbrance or transfer, whether direct or indirect, in whole or in part, or in one or a series of related transactions or occurrences, of (1) this Agreement or of any rights or obligations under it, (2) any Equity Interest in Franchisee, or (3) any assets of the Franchised Business beyond transfers necessary in the ordinary course of business.

## **2. Grant of Franchise.**

**2.1 License to Operate the Franchised Business.** Subject to the terms, conditions, and limitations in this Agreement, H&R Block grants to Franchisee the right, and Franchisee undertakes the obligation, to use the Licensed Marks and the H&R Block System to conduct the Franchised Business at each Approved Location in the Franchise Territory during the term of this Agreement. Without H&R Block’s written consent, Franchisee may not use the Licensed Marks or any element of the H&R Block System at any location that is not an Approved Location, in the operation of any other business, or in any other channel of distribution. Except as otherwise described in this Agreement, for so long as Franchisee is in compliance with this Agreement, H&R Block will not operate or license another person to operate a

Network Office in the Franchise Territory during the term of this Agreement. H&R Block retains all rights not expressly granted in this Agreement. H&R Block, its affiliates, and their respective franchisees and licensees may operate businesses other than Network Offices in the Franchise Territory. Without obligation to Franchisee, H&R Block, its affiliates, and their respective franchisees and licensees may, among other things, offer or sell or license others to offer or sell the following:

(A) Any products or services (including Authorized Services) under any names or marks, including the Licensed Marks, over the internet or by other channels or methods of distribution (including, but not limited to, mobile applications) to clients within and outside the Franchise Territory, regardless of proximity to or economic impact upon the Franchised Business;

(B) Any products or services other than Authorized Services under any names or marks, including the Licensed Marks, to clients within and outside the Franchise Territory, regardless of proximity to or economic impact upon the Franchised Business;

(C) Any products or services (including Authorized Services) under any names or marks other than the Licensed Marks, to clients within or outside the Franchise Territory at or from locations within or outside the Franchise Territory, regardless of proximity to or economic impact upon the Franchised Business;

(D) As more fully described in Section 2.3 of this Agreement, Optional Services under the Licensed Marks if Franchisee declines to offer Optional Services to clients within the Franchise Territory, regardless of proximity to or economic impact upon the Franchised Business; and

(E) Any products or services (including Authorized Services) under any names or marks (including the Licensed Marks) using any business methods, programs, procedures, concepts, and formats (including the H&R Block System) at or from any physical location outside the Franchise Territory, regardless of proximity to or economic impact upon the Franchised Business.

Franchisee may offer or sell Authorized Services to any person or firm from any Approved Location in the Franchise Territory. Franchisee will obtain H&R Block's prior written approval before operating the Franchised Business from any location and will open an initial Approved Location to the public not later than 14 days after the Effective Date.

Franchisee may offer or sell Authorized Services to clients who reside outside of the Franchise Territory if the Authorized Services are performed at or through an Approved Location within the Franchise Territory.

Franchisee may not subfranchise, sublicense, or relicense to others any right to use the Licensed Marks or the H&R Block System.

**2.2 Marketing.** Franchisee may advertise or promote the Franchised Business in media originating in the Franchise Territory, the range of which may extend outside of the Franchise Territory. Franchisee will not:

(A) Advertise or promote the Franchised Business in media originating outside the Franchise Territory unless authorized by H&R Block in writing;

(B) Use the Licensed Marks or any derivation or portion thereof in any domain name, operate an internet website for the Franchised Business, or promote the Franchised Business on any

internet website or through other electronic or digital marketing means, unless authorized by H&R Block in writing; or

(C) Advertise or promote the Franchised Business by unsolicited e-mail, automated or prerecorded telephone calls, text messages, faxing, or any other method that H&R Block prohibits in the Manual or otherwise in writing.

H&R Block may advertise and promote the H&R Block System and Network Offices using any methods or media, regardless of where the media originates or is directed, including within the Franchise Territory.

Any advertising used by Franchisee pertaining to the Franchised Business will comply with the standards and specifications set forth in the Manual, which may include standards regarding content and media, and will only be used if preapproved (and not later disapproved) in writing by H&R Block. Franchisee is required to be truthful, accurate, and not misleading and must comply with all applicable laws in all marketing and other communications relating to the Franchised Business.

**2.3 Optional Services.** With H&R Block's prior written consent, Franchisee may offer Optional Services in the Franchised Business. H&R Block may impose restrictions, conditions, and other limitations upon Franchisee's offer of Optional Services, including a requirement that Franchisee enter into an addendum to this Agreement pertaining to the offer of Optional Services. If Franchisee elects not to offer an Optional Service or, in H&R Block's judgment, is unable to comply with the conditions, restrictions, or other limitations that H&R Block imposes on the offer of Optional Services, H&R Block may give Franchisee 30 days' written notice (for purposes of this Section 2.3, the "Notice Period") of the intention by H&R Block or its affiliates to offer or authorize others to offer the Optional Service under the Licensed Marks from physical locations in the Franchise Territory. If Franchisee does not provide notice to H&R Block within the Notice Period that Franchisee will offer the Optional Service by no later than 30 days after the expiration of the Notice Period, H&R Block or its affiliates may offer or license others to offer the Optional Services under the Licensed Marks from physical locations within the Franchise Territory. In addition, if Franchisee does not begin offering the Optional Service during the first 30 days of the Tax Season immediately after it exercises its right to do so, H&R Block or its affiliates may offer or license others to offer the Optional Services under the Licensed Marks from physical locations within the Franchise Territory. If Franchisee elects to offer any Optional Service, it will do so continuously throughout the remaining term of this Agreement.

**2.4 Outlets in National or Regional Retail Businesses and Government Facilities.** H&R Block or its affiliates may enter into agreements with national or regional retail businesses or military and other government facilities and installations to offer Authorized Services at their retail locations, facilities, and installations, which may include sites within the Franchise Territory. If sites within the Franchise Territory are included in the agreement, H&R Block will offer Franchisee the opportunity to operate the Franchised Business at those retail locations, facilities, or installations within the Franchise Territory under terms and conditions that H&R Block may prescribe provided the agreement permits H&R Block or its affiliates to allow the Franchisee to operate at the site. If Franchisee does not operate the Franchised Business at a location, facility, or installation within 30 days after H&R Block's offer, H&R Block or its affiliates may choose to operate or license others to operate a business that provides the Authorized Services (which business may, but need not, use the Licensed Marks and the H&R Block System) at those retail locations, facilities, or installations without notice or obligation to Franchisee.

**2.5 Subsequently Designated Authorized Services.** If Franchisee is offering a product or service under a name or mark other than the Licensed Marks at the time when H&R Block designates the product or service as an Authorized Service, Franchisee may elect to continue to offer the product or service

under the other name or mark, but may not concurrently offer the product or service under the Licensed Marks or at any Approved Location without H&R Block's prior written consent.

### **3. Use of the Licensed Marks and Copyrights.**

**3.1 The Licensed Marks.** Franchisee acknowledges that H&R Block or an affiliate holds the exclusive ownership of, or right to sublicense, the Licensed Marks, and Franchisee will not at any time directly or indirectly infringe, contest, or otherwise impair H&R Block's or its affiliate's exclusive ownership of or license of the Licensed Marks. Franchisee will:

(A) Use the Licensed Marks only in connection with the operation of the Franchised Business and only in the manner authorized and prescribed by H&R Block in this Agreement, in the Manual, or by other written notification;

(B) Except for the non-exclusive license to use granted by this Agreement, acquire no right, title, or interest in (or any goodwill associated with) the H&R Block System or the Licensed Marks by virtue of their operation under this Agreement;

(C) Promptly notify H&R Block of any use by any third party of the Licensed Marks which the Franchisee knows or has reason to believe is unauthorized;

(D) Promptly notify H&R Block of any litigation, action, or claim instituted against H&R Block, its affiliates, Franchisee, or Principal involving the Licensed Marks or the H&R Block System and, if necessary, sign the documents and render the assistance that, in the opinion of H&R Block's counsel, are reasonably necessary to carry out the defense or prosecution of the case;

(E) Operate, advertise, and promote the Franchised Business under the Licensed Marks without prefix or suffix, use no other mark in connection with the Franchised Business, and refrain from using any of the Licensed Marks in conjunction with any word or symbol without the prior written consent of H&R Block or its affiliates;

(F) Not use the Licensed Marks as part of its corporate or other legal name;

(G) Use, promote, and offer for sale under the Licensed Marks only those products and services that meet standards and specifications prescribed by H&R Block or its affiliates, as they may be revised by H&R Block or its affiliates;

(H) Sign all documents requested by H&R Block or its counsel that are necessary to obtain protection for the Licensed Marks or to maintain their continued validity or enforceability and take no action that would jeopardize the validity or enforceability of the Licensed Marks; and

(I) Refrain from using the marks "H&R Block Premium" or "Block Advisors" in the operation of the Franchised Business unless authorized by H&R Block in writing.

Upon the expiration or termination of this Agreement: (1) no monetary amount will be assigned to Franchisee as attributable to any goodwill associated with Franchisee's use of the H&R Block System or the Licensed Marks, and (2) all goodwill associated with Franchisee's use of the H&R Block System and the Licensed Marks will inure to the benefit of H&R Block or H&R Block's licensor as the case may be.

Franchisee's license to use the Licensed Marks is non-exclusive and, except as expressly provided in this Agreement, H&R Block or its affiliates retain, among other rights, the right to: (1) grant other franchises for the Licensed Marks, in addition to those franchises already granted to existing franchisees;

(2) use the Licensed Marks in connection with the offer or sale of products and services through the internet or by other electronic methods of distribution (including, but not limited to mobile applications); (3) develop and establish other systems for products and services similar to Authorized Services, utilizing the Licensed Marks, or any similar or other proprietary marks, and to grant licenses to use those systems without obligation to Franchisee; and (4) modify, change, or discontinue the use of any Licensed Marks.

**3.2 Copyrights.** Franchisee acknowledges that H&R Block or an affiliate owns the worldwide copyright and other ownership rights to all materials provided by H&R Block (in all forms or media now or hereafter known) including, but not limited to, the Manual, all promotional materials, and all software, and Franchisee will not (directly or indirectly) infringe, contest, or otherwise impair H&R Block's or its affiliate's exclusive ownership of or license of any copyrighted material provided by H&R Block.

(A) If registration of the copyright of any of the materials mentioned above is required by law or considered advisable by H&R Block or its affiliates, Franchisee will cooperate with and assist H&R Block or its affiliates in obtaining the registration in the name of H&R Block or its affiliates, and Franchisee will not otherwise register or attempt to register or assist or be involved in any way with the registration (either directly or indirectly) of the materials.

(B) Franchisee will use proper copyright and other proprietary notices in connection with all copyrighted materials and conform with the standards of H&R Block or its affiliates for protecting its rights.

(C) Franchisee will promptly cause the execution of any assignments, waivers of rights, or other documents, and take any further actions needed or advisable to ensure that H&R Block or its affiliate has and retains the copyright and other rights described in Section 3 of this Agreement.

(D) Except for the non-exclusive license to use granted in this Agreement, Franchisee will acquire no right, title, or interest in H&R Block's or its affiliate's copyrighted material.

**3.3 Notice of Franchise Ownership.** Franchisee will, in the manner specified by H&R Block, notify the public and Franchisee's employees that Franchisee is operating the Franchised Business as a franchisee of H&R Block. The notice will be displayed prominently at each of Franchisee's Approved Locations.

#### **4. Term.**

**4.1 Term Length.** Unless terminated as provided herein, the term of this Agreement begins on the Effective Date and expires on June 1 immediately following the tenth full Tax Season after the Effective Date.

**4.2 Offer of a Successor Franchise Agreement at H&R Block's Option.** Upon expiration of this Agreement, H&R Block may, but will be under no obligation to, offer Franchisee a successor franchise under H&R Block's then-current form of franchise agreement, the terms of which may be materially different from the terms of this Agreement, including higher and additional fees and a change in Franchise Territory. Any change in Franchise Territory will be based on Franchisee's existing Approved Location(s). Franchisee will not be required to pay an initial franchise fee when entering into a successor franchise agreement.

**4.3 Notice of Expiration or Non-Renewal.** If then-applicable law requires H&R Block to give notice to Franchisee before the expiration or non-renewal of this Agreement and H&R Block fails to

give the notice required, this Agreement will remain in effect from month to month until the required notice has been given by H&R Block.

**5. Initial Franchise Fee.** Franchisee will pay H&R Block a \$2,500 initial franchise fee upon execution of this Agreement. The initial franchise fee is not refundable in whole or in part and is fully earned by H&R Block upon execution of this Agreement in consideration for, among other things, H&R Block's administrative expenses and lost or deferred opportunities in entering into this Agreement.

**6. Royalties and Reporting Periods.** Franchisee will pay H&R Block royalties on revenue generated by the Franchised Business. Depending on the revenue source and when the royalties are paid, different royalty rates will apply.

**6.1 Percentage Royalty Rates.** The percentage royalty rates applicable during each Reporting Period on the Net Amount Subject to Royalties will be as follows:

On That Portion Of Net Amount Subject To Royalties During Each Calendar Year That Is	The Standard Royalty Rate Is	The Early Payment Royalty Rate Is	The Incentive Royalty Rate Is
\$5,000 or less	60%	50%	N/A
Over \$5,000	40%	30%	20%

(A) **Standard Royalty Rate.** The "Standard Royalty Rate" will apply if royalties are paid to H&R Block within 30 days of the end of the applicable Reporting Period and neither the Early Payment Royalty Rate nor the Incentive Royalty Rate applies.

(B) **Early Payment Royalty Rate.** The "Early Payment Royalty Rate" will apply if royalties are paid to H&R Block not later than 4 days after the end of the Reporting Period to which the royalties relate, no amounts payable to H&R Block under this Agreement or otherwise are overdue, and the Incentive Royalty Rate does not apply.

(C) **Incentive Royalty Rate.** The "Incentive Royalty Rate" will apply to any Net Amount Subject to Royalties for a calendar year that exceeds the average of the Net Amount Subject to Royalties of Franchisee for the 2 immediately preceding calendar years, referred to as the "Incentive Base." The Incentive Royalty Rate will be 20% if paid to H&R Block within 4 days after the end of the applicable Reporting Period. If royalties are not paid within 4 days after the end of the applicable Reporting Period, the Standard Royalty Rate will apply.

If Franchisee acquires all or substantially all of the assets of the Franchised Business from a then-existing H&R Block franchisee during a Tax Season, Franchisee will be eligible for the Incentive Royalty Rate for the balance of that Tax Season if the preceding franchisee had established an Incentive Base applicable to the Franchised Business for that Tax Season.

**6.2 Product-Specific Royalty Rate.** H&R Block may, but will not be obligated to, designate revenue from the sale of certain products or services to be subject to a "Product-Specific Royalty Rate,"

expressed as a percentage of the revenue, a fixed dollar amount per product or service sold by Franchisee, or some combination of a percentage of revenue and a fixed dollar amount. The products and services that are subject to the Product-Specific Royalty Rate and the applicable rate will be set out in the Manual.

**6.3 Royalty Reporting Periods and Payment Due Dates.** Franchisee will pay royalties due on revenue received during each Reporting Period within 30 days of the end of each Reporting Period. All overdue amounts owing to H&R Block will accrue interest at a rate of 15% per annum or the highest rate permitted by law, whichever is less, compounded monthly, for any amounts that are more than 15 days past due.

**6.4 Method of Payment.** Franchisee will submit royalty payments electronically in a manner specified by H&R Block. Royalties will be considered received by H&R Block on the date of the corresponding electronic transmission.

## **7. Training and Other Assistance.**

**7.1 Initial Training.** As soon as practical after the Effective Date, Principal and any other owner or manager that has or will have day-to-day responsibility for the oversight of the Franchised Business must attend and complete, to H&R Block's satisfaction, initial training conducted by H&R Block.

**7.2 Location and Expenses.** H&R Block will not charge Franchisee a fee for the initial training described in Section 7.1 of this Agreement. Franchisee will be responsible for the travel expenses, room, board, and wages for the training. H&R Block reserves the right to charge a reasonable fee to Franchisee for any additional required or optional training and for the training of subsequent Principals. All training will be provided at a location that H&R Block designates.

**7.3 Additional Training.** H&R Block may periodically make other mandatory or optional training available to Franchisee's personnel, and Franchisee will ensure that Principal and all employees designated by H&R Block satisfactorily complete any required training within the time specified. H&R Block may charge a fee for any optional training and optional training materials.

**7.4 Office Site Selection.** H&R Block may provide assistance to Franchisee in selecting office locations; however, Franchisee will be responsible for selecting and obtaining H&R Block's written approval for all office locations and negotiating the lease for any Approved Locations, subject to the requirements set forth in Section 10.7 of this Agreement. H&R Block will have no liability or obligation to Franchisee with respect to the performance of the Franchised Business at any site that H&R Block approves.

**7.5 Operating Plan.** H&R Block may furnish Franchisee with resources and information to help Franchisee establish an operating plan. Franchisee will meet with a representative of H&R Block at periodic intervals as designated by H&R Block to review Franchisee's operating plan. Franchisee will submit information related to the operating plan as instructed by H&R Block and will use Franchisee's best efforts to implement the operating plan.

**7.6 Mandatory Group Meetings.** At Franchisee's expense, Franchisee will attend all franchisee meetings designated by H&R Block as mandatory.

**7.7 Internal Reporting Forms.** H&R Block will furnish to Franchisee, without charge (except for freight) and in the manner it elects (e.g., hard copy or electronic), all specialized internal, reporting forms. Franchisee will use these forms in the Franchised Business as instructed by H&R Block.



in the Manual or otherwise in writing, which may require Franchisee to access and process the forms using the intranet operated by H&R Block or an affiliate.

## **7.8 Signage.**

(A) H&R Block will loan to Franchisee H&R Block's standard interior and exterior signs in quantities H&R Block considers appropriate for each Approved Location. Franchisee will display the signs at and in the Franchised Business in the manner specified by H&R Block. The signs will be provided without charge, but Franchisee will be responsible for any expenses related to personal-property taxes, freight, installation, or removal. Franchisee will also be responsible for any maintenance charges related to the signs or alternative elements described below. H&R Block may require Franchisee to remove or replace any signs previously provided by H&R Block. H&R Block will loan to Franchisee any replacement signage that it considers necessary free of charge; however, Franchisee will be responsible for any expenses related to personal property taxes, freight, installation, removal, or maintenance. Franchisee will at all times maintain the signs in a safe and working order.

(B) If H&R Block determines that its standard signs are not appropriate for an Approved Location, Franchisee will cooperate with H&R Block to develop alternative signs for the Approved Location. All obligations described in Section 7.8(A) of this Agreement with respect to the standard interior and exterior signs will apply to the alternative signs. H&R Block may require Franchisee to remove or replace any signs previously provided by H&R Block.

(C) If Franchisee fails to timely install, remove, or maintain signs after receiving reasonable notice from H&R Block to do so, H&R Block may perform the work, and Franchisee will reimburse H&R Block for its costs within 30 days of H&R Block's request for reimbursement.

(D) Franchisee will hold no title or ownership interest in any signs provided to Franchisee by H&R Block. Franchisee will not allow any lien or other encumbrance to be placed on the signs and will at no time claim title or any other ownership interest in them.

## **8. Computer Equipment, Software, and the H&R Block System.**

**8.1 Computers and Computer-Related Equipment.** Franchisee will, at its sole expense, equip each Approved Location with computers and computer-related equipment and software that meet the Technology Standards set forth by H&R Block or an affiliate of H&R Block. H&R Block may require Franchisee to purchase or lease computers, computer-related equipment, and software licenses from or through H&R Block, an affiliate of H&R Block, or a third-party vendor that are compatible with the H&R Block System. Franchisee will use its computers and computer-related equipment and software in the manner specified by H&R Block or its affiliate (including the input of all sales of the Franchised Business) and, at Franchisee's expense, repair, upgrade, or replace the computers and computer-related equipment and software to meet then-current Technology Standards set forth by H&R Block or its affiliate. Except for tax preparation and electronic filing software that H&R Block or its affiliate may provide to Franchisee, Franchisee will pay all costs and expenses incurred in connection with the use of computers and computer-related equipment and software in the Franchised Business. H&R Block will have no obligation to provide any services, equipment, software, or other items relating to computers not specifically set forth in this Agreement.

**8.2 Tax Preparation Software.** H&R Block or an affiliate of H&R Block may provide Franchisee with software specifically designed for, among other things, the preparation and electronic filing of tax returns. If H&R Block offers to provide Franchisee with software, Franchisee will enter into a license

agreement and terms of use for the software containing the terms H&R Block or its affiliate may prescribe, and use the software as directed by H&R Block or its affiliate in the operation of the Franchised Business. Without H&R Block's written permission, Franchisee will not install or use any non-H&R Block tax preparation or electronic filing software in the Franchised Business. Any tax preparation or electronic filing software provided to Franchisee by H&R Block or its affiliate will remain the property of H&R Block or its affiliate and will be used only in accordance with applicable license agreements and terms of use. H&R Block will have no obligation to maintain tax preparation or electronic filing software for any type or brand of computer equipment that does not meet then-current Technology Standards of H&R Block or its affiliate.

**8.3 The H&R Block System.** In order to protect H&R Block's goodwill, provide a uniform, high-quality client experience, and to respond to changing market conditions and technological developments, Franchisee will use the H&R Block System only as directed by H&R Block and only in Franchisee's operation of the Franchised Business. H&R Block may modify the H&R Block System as it deems appropriate. H&R Block's modifications to the H&R Block System may include, without limitation, changes to the products, programs, services, methods, standards, forms, policies, or procedures of the H&R Block System. Franchisee will promptly comply with any changes to the H&R Block System. Franchisee will accept, use, and make any changes or modifications to the H&R Block System made by H&R Block as if they were part of the H&R Block System at the time this Agreement was entered into. Except as explicitly provided in this Agreement, H&R Block will not be liable to Franchisee for any expenses, losses, or damages sustained by Franchisee as a result of Franchisee's use of or changes to the H&R Block System.

## **9. Supplies.**

**9.1 Approved Items.** In developing and operating the Franchised Business, Franchisee will use only the equipment, fixtures, furnishings, signs, supplies, computer systems, and other items that H&R Block has approved as meeting the specifications and standards of the H&R Block System for quality, design, appearance, function, and performance. Franchisee will not deviate from H&R Block's mandatory specifications and standards unless the deviation is approved by H&R Block in writing before implementation.

**9.2 Equipment and Supplies Purchased from H&R Block.** H&R Block, either directly or through its affiliates or third parties, may offer for sale to Franchisee office supplies, forms, equipment, and other items that H&R Block determines may assist the Franchisee in operating the Franchised Business. H&R Block will furnish order forms and price schedules for these items, but if an item has not been priced when Franchisee places an order, the price will be furnished to Franchisee when available. If the price provided by H&R Block after an order has been placed by Franchisee is not agreeable, Franchisee may cancel the order for that item within 5 days after learning the price.

**9.3 Supply Float.** If Franchisee is current on all of its obligations to H&R Block, H&R Block may extend credit to Franchisee in an amount specified by H&R Block in the Manual in advance of each Tax Season for Franchisee's purchase from H&R Block or its affiliates of supplies and forms for use in the operation of the Franchised Business. Payment for these supplies and forms will be due on March 10 of the Tax Season for which the forms and supplies were ordered, or as otherwise instructed by H&R Block. All other payments for supplies and forms ordered from H&R Block will be due within 10 days after Franchisee receives them or the date of an invoice for payment, whichever is earlier. H&R Block may charge interest on overdue amounts at the rate of 15% per annum or the highest rate permitted by law, whichever is less, compounded monthly, from the date originally due until the date of payment.

**9.4 Required Purchases from H&R Block and its Affiliates.** Notwithstanding Section 9.2 of this Agreement, H&R Block may designate products and services for use in or resale by the Franchised Business that Franchisee will purchase from H&R Block, its affiliates, or third parties designated by H&R

Block. H&R Block, its affiliates, or third parties designated by H&R Block may be one of several, or the only, designated supplier of an item and may derive revenue as a result of the required purchases.

**10. Franchisee's Conduct of Business.** H&R Block may restrict or implement mandatory procedures concerning Franchisee's operations in order to protect goodwill; maintain a uniform, positive client experience; and adapt to changing market conditions and technological developments. In order to maintain H&R Block's service standards and to protect the H&R BLOCK Brand, Franchisee will operate the Franchised Business in compliance with the law, this Agreement, the Manual, and any other written instruction from H&R Block. H&R Block will provide the Manual to Franchisee in the manner or by the means it considers appropriate. Franchisee will maintain internet capability to access the Manual through the intranet system operated by H&R Block or an affiliate. The Manual will at all times: (a) be kept in a secure place on the premises of the Franchised Business, and (b) remain the sole property of H&R Block.

**10.1 The Manual.** The Manual may address, among other subjects:

- (A) The layout, color schemes, equipment, fixtures, furnishings, and décor of an Approved Location;
- (B) Approved vendors and specifications for any item Franchisee is required to purchase;
- (C) The assignment of any lease for any Approved Location;
- (D) The policies and procedures that Franchisee must follow in dealing with clients;
- (E) How and when the Franchised Business must offer products or services;
- (F) The designation of products and services as Required Services or Optional Services;
- (G) Training, advertising, and marketing programs;
- (H) Requirements for maintaining, storing, and destroying Client Data;
- (I) The manner and method in which Franchisee must operate the Franchised Business;
- (J) Information that must be provided to H&R Block related to the Franchised Business; and
- (K) Background checks for Franchisee's employees.

Franchisee will treat all of the information contained in the Manual as confidential. Franchisee will not use the Manual for any purpose other than to conduct the Franchised Business and will not disclose any of its contents to any person except as necessary to conduct the Franchised Business. H&R Block may revise the Manual, and Franchisee will comply with the revised Manual and pay for any associated costs. If there is any dispute about the contents of the Manual, the master copy maintained by H&R Block will control.

**10.2 Office Furniture and Appearance.** H&R Block may require Franchisee, at Franchisee's expense, to use specific furniture, office module systems, equipment, and fixtures at Approved Locations

and to obtain those items through a supplier designated by H&R Block. Each Approved Location will be maintained and updated by Franchisee to conform to the standards specified by H&R Block in the Manual. Franchisee may not use any other furniture, office module systems, equipment, or fixtures at any Approved Location without H&R Block's prior written approval.

**10.3 Best Efforts.** Franchisee will use Franchisee's best efforts in operating the Franchised Business, will at all times actively promote the sale of the products and services of the Franchised Business and strive to increase the demand for them, and will conduct the Franchised Business with sound business judgment, diligence, and efficiency. Franchisee (or Principal if Franchisee is a corporation, partnership, trust, or other business entity) will directly conduct the day-to-day operations of the Franchised Business and diligently and fully exploit the rights granted in this Agreement by personally and individually devoting full time and best efforts to the operation of the Franchised Business.

**10.4 Client Service.** Franchisee will provide client service in conformity with H&R Block's standards, including, at a minimum:

- (A) Prepare each tax return accurately according to federal, state, and local laws;
- (B) Maintain office space and employ competent personnel sufficient to accommodate all clients without undue delay and within any time commitments made to clients;
- (C) Maintain at all Approved Locations minimum standard office hours during the Tax Season of 9 a.m. to 6 p.m. on weekdays, from 9 a.m. to 5 p.m. on Saturdays, and additional peak office hours (including on Sundays) as defined in the Manual;
- (D) Maintain minimum Preseason office hours at all Approved Locations of at least 6 hours per week or as otherwise specified in the Manual;
- (E) Post signs with applicable office hours and maintain a telephone answering service or device during all non-office hours;
- (F) Resolve client complaints in a timely manner as defined in the Manual;
- (G) Pay any penalty and interest incurred by any client due to any error or omission by the Franchised Business on the client's tax return as determined by H&R Block;
- (H) Comply with the terms of any required H&R BLOCK Brand guarantee in effect as defined in the Manual; and
- (I) Comply with any mandatory standards and operating procedures relating to the appearance or operation of the Franchised Business.

**10.5 Client Consents.** Franchisee will obtain all client consents as instructed by H&R Block in the Manual.

**10.6 Client Data Use and Storage.** Franchisee will use, maintain, store, and destroy Client Data as instructed by H&R Block in the Manual or otherwise in writing.

## **10.7 Approved Locations.**

(A) Franchisee will conduct the Franchised Business at all Approved Locations continuously throughout the term of this Agreement unless H&R Block provides Franchisee with written authorization permitting Franchisee to close or relocate an Approved Location. Franchisee agrees that any authorization to close or relocate an Approved Location may be conditioned on Franchisee's consent to an amendment to Franchisee's existing Franchise Territory. It will be a material breach of this agreement to close, abandon, or relocate an Approved Location during the term of this Agreement without H&R Block's prior written approval.

If Franchisee closes or abandons an Approved Location, in addition to all other rights and remedies available to H&R Block, H&R Block reserves the right to operate the Approved Location as a Network Office. If H&R Block exercises its right to operate the Approved Location, (1) Franchisee must assign all rights and interest it has in the lease and telephone numbers for the Approved Location, and (2) Franchisee's Franchise Territory will be amended to exclude the Approved Location that was closed or abandoned.

(B) Prior to commencing any construction or renovation of an Approved Location, Franchisee will submit to H&R Block, for H&R Block's prior written approval, a proposed floor plan design in a form that H&R Block prescribes. Franchisee will not commence the construction or renovation until H&R Block approves the proposed floor plan design. H&R Block will notify Franchisee of its approval or disapproval of the proposed floor plan design within 21 days of H&R Block's receipt of the proposed floor plan design. Once approved, the floor plan design will not be modified without H&R Block's prior written approval.

(C) Franchisee will not conduct or allow any other person to conduct any non-H&R Block business or activities at or from any Approved Location unless authorized by H&R Block in writing.

(D) Franchisee will provide H&R Block with a copy of the lease for each Approved Location upon request. The lease will contain a provision permitting Franchisee to assign or sublease the lease to H&R Block without the landlord's consent, in a form substantially similar to the assignment language provided by H&R Block in the Manual.

## **10.8 Operation of Franchised Business.** Franchisee will at all times:

(A) Maintain each Approved Location in a neat and orderly condition, containing adequate space for conducting the Franchised Business and meeting the then-current standards set forth in the Manual. Promptly or within such other period as H&R Block may require following notice from H&R Block, Franchisee will make any additions, alterations, repairs, and replacements that H&R Block reasonably requires, including any periodic repainting, equipment repairs, and replacement of obsolete signs and equipment that H&R Block may reasonably direct;

(B) Maintain a separate bank account for the Franchised Business;

(C) Pay in a timely manner all operational expenses of the Franchised Business, including payroll, payroll taxes, rent, utilities, telephone charges, freight, supplies, and other amounts owed to H&R Block or others in connection with the Franchised Business;

(D) Refrain from employing any person who has been suspended from the Internal Revenue Service Electronic Filing Program, or any successor program;

(E) Comply with all federal, state, and local laws and regulations in conducting the Franchised Business, including regulations that apply to electronic-return originators;

(F) Timely and properly file all of Franchisee's and Franchisee's Associates' own business and personal tax returns and pay all taxes due;

(G) Refrain from engaging in any activity that negatively reflects on the H&R BLOCK Brand;

(H) Immediately notify H&R Block of any legal action against Franchisee, Franchisee's Associates, the Franchised Business, or Franchisee's property;

(I) Prepare financial statements and records for the Franchised Business in accordance with generally accepted accounting principles;

(J) Ensure that all Client Data and Confidential Information is protected, stored, transferred, and destroyed in accordance with the procedures set forth in the Manual; and

(K) Immediately notify H&R Block of Franchisee's or Franchisee's Associates' default or failure to comply with any obligation under this Agreement.

**10.9 Conflicting Enterprises.** Franchisee and Franchisee's Associates will keep free from all conflicting enterprises or any other activities that would compete or interfere with the Franchised Business.

**10.10 Insurance.** Throughout the term of this Agreement, Franchisee will maintain insurance protecting Franchisee and the Indemnitees against any demand or claim arising or occurring in connection with the construction, renovation, or operation of the Franchised Business. The policies will: (1) be of the types and for the minimum amounts of coverage required in the Manual; (2) contain a waiver of subrogation in favor of H&R Block; (3) name the Indemnitees as additional insureds; (4) contain no provision that limits or reduces coverage in the event of a claim by any Indemnitee; (5) provide that policy limits will not be reduced or coverage restricted, canceled, allowed to lapse, or be otherwise altered, or the policy(ies) amended without H&R Block's consent; and (6) be obtained from reputable insurance companies rated A-VII or higher by A.M. Best or approved by H&R Block, and authorized to do business in all jurisdictions in which the Franchised Business is located. Franchisee will also:

(A) Provide to H&R Block all certificates of insurance, insurance policy endorsements, notices of cancellation endorsement, and other evidence as H&R Block may prescribe to show that all required insurance coverage is in effect, prior to commencement of operation of the Franchised Business, annually thereafter, whenever a carrier or coverage is changed, and at any other time upon H&R Block's request;

(B) Increase the insurance coverage amounts as required by H&R Block in the Manual; and

(C) Reimburse H&R Block for any insurance policies obtained by H&R Block on behalf of Franchisee, if Franchisee fails to obtain the insurance required by Section 10.10 of this Agreement.

## **11. Books and Records; Inspections.**

### **11.1 General Accounting Principles.**

(A) Retention Requirements. Franchisee will maintain and retain full, complete, and accurate books, records, and accounts of the Franchised Business in the form, manner and for the time periods prescribed by H&R Block in the Manual. Unless otherwise prescribed in the Manual, Franchisee will retain the books, records, and accounts for 3 years from their dates of preparation.

(B) Accounting Statements. Upon H&R Block's request, at Franchisee's cost, Franchisee will submit to H&R Block:

- (1) Unaudited quarterly profit and loss statements (in the form prescribed by H&R Block and that show all income sources) and balance sheets;
- (2) Unaudited annual statements, as well as a schedule of capital expenditures;
- (3) Copies of Franchisee's annual federal and state income tax returns;
- (4) Copies of Franchisee's quarterly state sales tax returns; and
- (5) Any other financial statements, reports, and records that H&R Block requests.

**11.2 Audits and Inspections.** H&R Block may, without prior notice: (a) inspect, audit, or examine the financial or business records of the Franchised Business, and (b) observe the operation of the Franchised Business during the Franchised Business's operating hours.

Upon request, Franchisee will promptly provide or make available to H&R Block records of the Franchised Business, including any IRS-generated information reports (e.g., EFIN Status/ERO Activity Report/Tax Record Transcript) to enable H&R Block to determine whether Franchisee is complying with its obligations under this Agreement. Franchisee will also promptly provide or make available to H&R Block any information and financial or business records concerning any other business in which Franchisee or any of Franchisee's Associates (or their spouse or child) has an interest that offers services that are the same as or similar to those offered by the Franchised Business.

For the purpose of any examination or audit, Franchisee will fully cooperate with H&R Block and give H&R Block access to the computer systems and files in which any financial records are electronically stored. If Franchisee's revenue received by the Franchised Business for Authorized Services, as shown by an examination of the books and records of the Franchised Business, exceeds the sum reported by Franchisee to H&R Block by more than 2%, Franchisee will immediately reimburse H&R Block for the reasonable cost of the examination. The reimbursement will not limit H&R Block's other remedies under this Agreement regarding underreporting or underpayment of royalties.

**11.3 Internet.** H&R Block or an affiliate of H&R Block may, at its option, establish and maintain an internet website that provides information about the H&R BLOCK Brand and the products and services that Network Offices offer.

(A) H&R Block or its affiliate will have sole control over the website's design and content. H&R Block or its affiliate will have no obligation to maintain the website indefinitely and may discontinue it at any time without liability to Franchisee. H&R Block or its affiliate will not be responsible for damage or loss caused by errors of the internet and will not be liable for any direct, indirect, special, incidental, exemplary, or consequential damages arising out of the use of the internet or the inability to use the internet.

(B) Franchisee will purchase and install all necessary additions to the Franchised Business's computer system at Franchisee's expense and establish and continually maintain electronic connection with the internet that allows Franchisor to send messages to and receive messages from Franchisee.

(C) Franchisee may not use any of the Licensed Marks on or in connection with the internet, except as permitted by Section 11.3 of this Agreement.

**11.4 Intranet.** H&R Block or an affiliate of H&R Block may, at its option, establish and maintain an intranet, through which H&R Block may communicate with its franchisees and Network Offices and through which H&R Block may disseminate updates to the Manual and other Confidential Information.

(A) H&R Block or its affiliate will have no obligation to maintain an intranet indefinitely and may discontinue it at any time without liability to Franchisee.

(B) H&R Block or its affiliate will establish policies and procedures for the intranet's use. These policies, procedures, and other terms of use will address issues such as (1) restrictions on the use of abusive, slanderous, or offensive language in electronic communications; (2) restrictions on communications between or among franchisees that endorse or encourage breach of any franchisee's franchise agreement with H&R Block; (3) confidential treatment of materials that H&R Block or its affiliate transmits via the intranet; (4) password protocols and other security precautions; (5) grounds and procedures for H&R Block's suspension or revocation of access to the intranet by Franchisee and others; and (6) a privacy policy governing Franchisor's access to and use of electronic communications that franchisees and others post on the intranet. As administrator of the intranet, H&R Block or its affiliate will be allowed to access and view any communication that any person posts on the intranet. The intranet facility and all communications that are posted to it will become the property of H&R Block or its affiliate, free of any claims of privacy or privilege that Franchisee or any other person may assert.

(C) If Franchisee fails to comply with any policy or procedure governing the intranet, H&R Block or its affiliate may temporarily suspend Franchisee's access to all or any aspect of the intranet (such as a chat room, bulletin board, list serve, or similar feature) until Franchisee fully cures the breach.

## **12. Limitations on Competition and Disclosure.**

### **12.1 Confidential Information.**

(A) Except as expressly provided herein, Franchisee will have no right, title, or interest in Confidential Information. Franchisee will communicate, disclose, and use Confidential Information only as expressly permitted in this Agreement or as required by law. Franchisee will disclose Confidential Information only to those of Franchisee's Associates, employees, agents, or independent contractors who must have access to it in connection with their work on behalf of the Franchised Business. This covenant will survive the expiration, termination, or Transfer of this Agreement or any interest in this Agreement and will be perpetually binding upon Franchisee.

(B) Franchisee will cause Franchisee's Associates, employees, agents, and independent contractors having access to Confidential Information to sign confidentiality agreements substantially in the form that H&R Block prescribes, stating that they will preserve all Confidential Information in confidence. Neither Franchisee, nor Franchisee's Associates,



employees, agents, or independent contractors will at any time, without H&R Block's prior written consent, copy, duplicate, record, or otherwise reproduce Confidential Information, in whole or in part, nor otherwise make Confidential Information available to any unauthorized person. Franchisee will be responsible and liable for any misuse of Confidential Information by others whom Franchisee has either allowed to improperly access Confidential Information or from whom Franchisee failed to obtain a signed confidentiality agreement as required by this Section 12.1(B).

(C) Notwithstanding anything in this Agreement to the contrary, Franchisee and its Principal, may, to the extent permitted by any applicable law including the federal Defend Trade Secrets Act, disclose Confidential Information, including the trade secrets of H&R Block or its affiliates: (1) in confidence, to federal, state, or local government officials, or to an attorney of Franchisee, for the sole purpose of reporting or investigating a suspected violation of law; or (2) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or created liability for disclosures expressly allowed by law.

## **12.2 Restrictions on Competition.**

(A) During the term of this Agreement, neither Franchisee nor any of Franchisee's Associates will, without H&R Block's prior written consent:

(1) Directly or indirectly own, maintain, engage in, have any interest in (whether as owner, stockholder, partner, officer, director, employee, consultant, franchisor, lessor, or otherwise) or provide any assistance to any business that offers products or services that are the same as or similar to any Authorized Service (a) in or within 45 miles of the Franchise Territory, or (b) within 45 miles of any Network Office;

(2) Divert or attempt to divert the business of any Network Office (including the Franchised Business) to any competitor; or

(3) Do any act injurious or prejudicial to the goodwill of the H&R BLOCK Brand.

(B) Except as provided in Section 15 of this Agreement, for a continuous, uninterrupted period of 2 years after the expiration or termination of this Agreement (or the conclusion of any "hold-over" period during which Franchisee continues to operate the Franchised Business, with or without H&R Block's consent or approval), neither Franchisee nor Franchisee's Associates will, without H&R Block's prior written consent:

(1) Directly or indirectly solicit by mail, telephone, electronically, via the internet (including, but not limited to, any social media posts), in person, by advertisement, or by any other means, or divert from any Network Office, any person for whom tax return preparation or other Authorized Services were rendered at any time during the term of this Agreement by the Franchised Business; or

(2) Directly or indirectly own, maintain, engage in, or provide assistance to (whether as an owner, stockholder, partner, officer, director, employee, consultant, franchisee, lessor, or otherwise) any business in or within 25 miles of the Franchise Territory that offers products or services that are the same as or similar to any Authorized Service that were offered by the Franchised Business.

If during the 2-year period described above, Franchisee or one or more of Franchisee's Associates fails to comply with their obligations under this Section 12.2(B), that period of noncompliance will not be credited toward satisfaction of the 2-year obligation of the person or entity that has failed to comply.

If an individual or entity included within the definition of Franchisee's Associates ceases to remain within that definition during the term of this Agreement, the restrictions on that individual or entity contained in this Section 12.2(B) will begin to run from the date that the individual or entity ceases to be one of Franchisee's Associates.

If, after the Effective Date of this Agreement, an individual or entity becomes included in the definition of Franchisee's Associates, Franchisee must immediately: notify H&R Block of the identity of the new Franchisee's Associate; provide a copy of this Agreement to the new Franchisee's Associate; and have the new Franchisee's Associate sign the Franchisee's Associate acknowledgement form attached to this Agreement.

(C) If Franchisee or any of Franchisee's Associates violates any provision of Section 12 of this Agreement, H&R Block will be entitled to an accounting of the revenue received as the result of that activity and to the payment of royalties based on that revenue as provided for in Section 6 of this Agreement. This remedy will not affect any other rights or remedies that H&R Block may have against Franchisee or Franchisee's Associates, including the right to seek injunctive relief from irreparable or incalculable harm.

(D) If the scope of any restriction in Section 12 of this Agreement is too broad to permit enforcement to its full extent, the restriction will be enforceable to the maximum extent permitted by law and may be judicially modified in any proceeding brought to enforce it. H&R Block may unilaterally reduce the scope of any restriction contained in Section 12 of this Agreement immediately upon notice to Franchisee.

(E) The violation by Franchisee or any of Franchisee's Associates of any provision of Section 12 of this Agreement will cause irreparable injury to H&R Block, and H&R Block will be without an adequate remedy at law. H&R Block will be entitled to preliminary and permanent injunctive relief in any proceeding that H&R Block may bring to enforce any provision of Section 12 of this Agreement, without the necessity of proof of actual damage.

(F) For each person employed in the Franchised Business in a supervisory capacity or to prepare tax returns, Franchisee will require the employee to enter into an agreement containing covenants in a form prescribed by H&R Block in the Manual and providing for enforcement of those covenants by H&R Block as a third-party beneficiary. Franchisee will not waive any obligation under any of the covenants required by this Section 12.2(F) without H&R Block's prior written consent. Franchisee will promptly provide H&R Block with a copy of each fully-signed agreement upon request. Franchisee's failure to comply with this Section 12.2(F) will constitute a default under this Agreement, for which Franchisee will, in addition to any other rights and remedies available to H&R Block, indemnify H&R Block in accordance with Section 21 of this Agreement for all business lost by H&R Block, its affiliates, and their respective franchisees as a result of the failure of Franchisee to obtain the covenants required.

(G) If during the term of this Agreement Franchisee or any Franchisee's Associate conceives or develops any Improvements, Franchisee will fully disclose the Improvements to H&R Block, refrain from disclosing the Improvements to others, and obtain H&R Block's written approval before using the Improvements. Any Improvement will be Confidential Information and

subject to the limitations set forth in Section 12 of this Agreement. Any Improvement may be used by H&R Block, its affiliates, and their respective franchisees without any obligation to Franchisee for royalties or other fees. Franchisee assigns to H&R Block all rights to any Improvements, including the right to grant sublicenses to any Improvement. H&R Block or its affiliate may apply for and own copyrights, patents, trade names, trademarks, and service marks relating to any Improvement, and Franchisee will cooperate with H&R Block or its affiliate to perfect or secure those rights. Improvements will be the property and trade secrets of H&R Block or its affiliate. H&R Block or its affiliate will authorize Franchisee to utilize any Improvement that may be developed by other franchisees and is authorized by H&R Block or its affiliate for use by other franchisees generally.

(H) Franchisee agrees and acknowledges that the restrictions contained in Section 12 of this Agreement are reasonable and necessary to protect the legitimate protectable interests of H&R Block and its affiliates, including customer contacts, trade secrets, and Confidential Information. Franchisee further agrees and acknowledges that strict compliance with the restrictions and terms of Section 12 of this Agreement, including the mileage limitations for the territorial restrictions set forth in Section 12.2 of this Agreement, is reasonable and necessary to protect those interests.

**13. Termination by H&R Block without Affording Franchisee an Opportunity to Cure Its Default.** In addition to any other remedies provided or available to H&R Block, H&R Block may terminate this Agreement immediately upon the giving of written notice to Franchisee, without affording Franchisee an opportunity to cure its default (unless otherwise required by applicable law), on the occurrence of any of the following events, each of which will constitute a default and a material breach of this Agreement by Franchisee:

(A) The adjudication of Franchisee as bankrupt or insolvent or the filing of any petition by or against Franchisee under any bankruptcy statute unless the petition is dismissed within 30 days after it is filed;

(B) Franchisee becomes insolvent, makes a general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts when due;

(C) The appointment of any receiver, trustee, or similar officer to take charge of all or any part of the Franchised Business, or any attachment, execution, levy, seizure, or appropriation by any legal process of Franchisee's interest in this Agreement, unless the appointment of an officer is vacated or discharged, or the effect of a legal process is otherwise released, within 30 days;

(D) Proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee;

(E) A final judgment against Franchisee or any of Franchisee's Associates in any amount H&R Block deems material (but in no event less than \$10,000) remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed);

(F) Franchisee is dissolved;

(G) Execution is levied against Franchisee's business or property for unsatisfied debts or judgments of \$10,000 or more;

(H) The real or personal property of Franchised Business is sold after levy upon it by any sheriff, marshal, or constable;

(I) Franchisee or any of Franchisee's Associates commits or is convicted of, or has pleaded guilty or no contest to, a felony or any other crime or offense that is reasonably likely, in the opinion of H&R Block, to adversely affect the Franchised Business, the Licensed Marks, the H&R Block System or the associated goodwill;

(J) Franchisee abandons or ceases to operate any Approved Location during minimum standard office hours for 3 consecutive days during a Tax Season;

(K) Franchisee is suspended from or denied permission to participate in the Internal Revenue Service Electronic Filing Program or any successor program;

(L) Franchisee or any Principal, partner, shareholder, member, or trustee of the Franchisee purports to effect a Transfer without H&R Block's prior written consent, contrary to Section 18 of this Agreement;

(M) Competition, disclosure, or other conduct by Franchisee or any of Franchisee's Associates that violates Section 12 of this Agreement;

(N) H&R Block gives Franchisee notice, at one time or cumulatively of more than 3 defaults, under this Agreement and any other H&R Block franchise agreement entered into by Franchisee, its Principal, or any of Franchisee's affiliates during any 12-month period, regardless of whether the defaults have been cured by Franchisee;

(O) Franchisee or any of Franchisee's Associates knowingly: (1) falsifies any books or records required to be maintained by this Agreement, (2) submits any false report to H&R Block, or (3) commits any other act of fraud;

(P) Franchisee refuses to allow H&R Block to inspect Franchisee's books and records as provided under Section 11 of this Agreement;

(Q) Franchisee or Principal, as applicable, makes any false representation or fails to comply with any warranties as described in Sections 22 and 38 of this Agreement;

(R) Franchisee fails to maintain the insurance required by Section 10.10 of this Agreement;

(S) Franchisee, Principal, or any of Franchisee's Associates engages in any act, conduct, or practice that H&R Block, in its judgment, deems to be deceptive, misleading, unethical, or otherwise contrary to or in conflict with the reputation and image of the H&R Block System, including the preparation or filing of fraudulent tax returns on behalf of clients; or

(T) The termination by H&R Block or by an affiliate of H&R Block, by reason of a material breach, of any other H&R Block franchise agreement to which Franchisee or one or more of Franchisee's Associates: (1) is a party or (2) owns an Equity Interest in or directly or indirectly controls a party.

**14. Termination by H&R Block with an Opportunity Afforded to Franchisee to Cure Its Default.** Except as otherwise provided in Section 13 of this Agreement, H&R Block may terminate this Agreement

after affording Franchisee an opportunity to cure its default upon the occurrence of any of the following events, each of which will constitute a default and a material breach of this Agreement by Franchisee:

(A) Failure of Franchisee or Franchisee's Associates to perform or comply with any obligation imposed on Franchisee or Franchisee's Associates by this Agreement, including Franchisee's obligations to maintain books and records, to submit reports to H&R Block when due, and to satisfy the requirements of Sections 19, 20, and 21 of this Agreement;

(B) Franchisee's or any of Franchisee's Associates' failure to pay federal, state, or local taxes when due, whether business or personal tax obligations;

(C) Franchisee's failure to comply with any law or regulation applicable to the Franchised Business;

(D) Franchisee's failure to make payments of money owed to H&R Block or an affiliate of H&R Block under this Agreement or any other agreement;

(E) Franchisee's improper use of the H&R BLOCK Brand name or any of the Licensed Marks;

(F) Franchisee operates the Franchised Business or sells Authorized Products from a location which has not been approved by H&R Block;

(G) Franchisee defaults under any lease with any third party covering any Approved Location and fails to cure the default to the satisfaction of the third party within any cure period granted to Franchisee by that party; or

(H) Franchisee abandons or ceases to operate any Approved Location during minimum standard office hours for 5 consecutive days during Preseason.

H&R Block's notice to Franchisee will state the nature of the breach and will give Franchisee at least 15 days before the effective date of termination to cure the default. Franchisee may avoid termination by immediately initiating a remedy to cure the breach and curing it to H&R Block's satisfaction within the 15-day cure period or longer period if required by applicable law. If the breach is not cured within the specified time, or the longer period that applicable law may require, this Agreement will terminate immediately upon notice to Franchisee.

## **15. Termination by Franchisee.**

(A) Unless Franchisee is in default under this Agreement or under any other agreement with or obligation to H&R Block or any affiliate of H&R Block, Franchisee may, effective on June 1 of any year during the term of this Agreement, terminate this Agreement by giving H&R Block at least 30 days' advance written notice of the termination. Franchisee will pay H&R Block a lump-sum payment, due upon the effective termination date, equal to 25% of the aggregate gross sales of the Franchised Business, excluding applicable sales taxes Franchisee collects and remits to the appropriate taxing authorities, but without deduction of any other costs and expenses whatsoever (for purposes of Section 15 of this Agreement "Gross Sales") for the 3 years immediately preceding the termination. If this Agreement has been in effect for fewer than 3 years before termination, the payment will be one hundred percent (100%) of the Gross Sales for the year immediately before termination. The payment will be as compensation to H&R Block for its time, effort, and expense in selecting and training Franchisee and in assisting Franchisee in establishing and operating the

Franchised Business and will be in addition to any and all other rights and remedies that H&R Block may be entitled to upon termination of this Agreement, including the right to recover any royalties and other amounts owed to H&R Block, the right to any injunctive or other relief to which H&R Block may be entitled, and the right to indemnity under Section 21 of this Agreement.

(B) If Franchisee terminates this Agreement as provided in Section 15 of this Agreement, the post-termination restrictions contained in Section 12.2(B) of this Agreement will not apply; however, Franchisee will immediately comply with the obligations set out in Section 16 of this Agreement and all of Franchisee's other post-termination obligations contained in any other agreement with H&R Block.

**16. Franchisee's Duties Upon Expiration or Termination of the Agreement.** Upon expiration or termination of this Agreement for any reason, all rights of Franchisee under this Agreement will end; and unless a successor franchise agreement has been entered into as provided for in Section 4.2 of this Agreement, Franchisee will, at Franchisee's sole cost and expense, immediately:

(A) Pay all sums owing to H&R Block and its subsidiaries and affiliates. If termination is for any default by Franchisee, the sums to be paid to H&R Block will include all damages, costs, and expenses, including reasonable attorney's fees, incurred by H&R Block as a result of the default including any enforcement of Franchisee's post-termination obligations. This obligation will give rise to a lien in favor of H&R Block against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by Franchisee and at the Approved Locations at the time of expiration or termination;

(B) Permanently cease to operate the Franchised Business and discontinue the use, directly or indirectly, of the Licensed Marks, the H&R Block System, and all Confidential Information acquired by Franchisee during the term of or as a result of this Agreement;

(C) Permanently discontinue the use of all furniture, furnishings, advertising materials, stationery, forms, and other articles that display any of the Licensed Marks;

(D) Permanently discontinue all advertising that in any manner uses any of the Licensed Marks or refers to the H&R BLOCK Brand, and refrain from representing to the public (directly or by implication) that Franchisee was or is associated with H&R Block or remains an authorized H&R Block franchisee, and thereafter distinguish Franchisee's business, if any, so clearly from that of the H&R BLOCK Brand as to avoid all possibility of any confusion by the public;

(E) Take all action that may be necessary to cancel any assumed name or equivalent registration that contains any of the Licensed Marks, and furnish H&R Block with evidence satisfactory to H&R Block of compliance with this obligation within 30 days after termination or expiration of this Agreement;

(F) Deliver to H&R Block:

(1) All supplies, signage, and other items loaned or otherwise provided to Franchisee by H&R Block or its affiliates under Section 7 of this Agreement;

(2) All software provided to Franchisee by H&R Block or its affiliates under Section 8 of this Agreement and all copies thereof in Franchisee's possession or control, regardless of whether the copies were authorized by H&R Block or its affiliates;

(3) All copies of the Manual and any of its provisions, whether maintained electronically or in any other manner, regardless of whether the copies were authorized by H&R Block;

(4) All Client Data generated or acquired by the Franchised Business, whether maintained electronically or in any other manner (and all codes or other information necessary to access the data), including all copies of client tax returns. All Client Data required to be delivered to H&R Block will be the sole property of H&R Block, and H&R Block and its affiliates will have the sole right to use any Client Data in connection with the subsequent preparation of tax returns and performance of Authorized Services for the client. Franchisee will allow H&R Block to delete all electronic data contained on the servers used by the Franchised Business. Notwithstanding the above, Franchisee may retain a list of the minimum information relating to the identity of clients served by Franchisee that Franchisee may be required by law to maintain for the period that the information is required by law to be maintained; and

(5) All other Confidential Information.

If Franchisee fails or refuses to comply with its obligations under this Subsection (F), H&R Block may enter the premises formerly used by the Franchised Business, without being guilty of trespass or any other crime or tort, to remove signage, marketing, and any other property of H&R Block or its affiliates that is not taken down or otherwise returned as required by this Subsection (F), at the expense of Franchisee, which amount Franchisee agrees to pay upon demand;

(G) Assign to H&R Block all rights to the telephone number(s) of the Franchised Business, any related telephone directory listings, all e-mail addresses, URLs, domain names, internet listings, internet accounts, and other business listings used by the Franchised Business (including, but not limited to, any authorized social media accounts), and sign all forms and documents that may be required to transfer the service, numbers, addresses, names, listings, and accounts to H&R Block. Regardless of any forms and documents that may have been signed by Franchisee under this Subsection (G), Franchisee hereby irrevocably appoints H&R Block as Franchisee's true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking any necessary action to complete the assignments required by this Subsection (G). The power of attorney will survive the expiration or termination of this Agreement. Franchisee will thereafter use different telephone numbers, addresses, names, listings, and accounts at or in connection with any subsequent business conducted by Franchisee;

(H) Assign to H&R Block, at H&R Block's request, whatever right, title, and interest Franchisee may have in and to all leases or subleases covering real property then used in connection with the Franchised Business that H&R Block elects to assume. Franchisee hereby irrevocably appoints H&R Block as Franchisee's true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking any necessary action to complete the assignments required by this Subsection (H). The power of attorney will survive the expiration or termination of this Agreement. If Franchisee owns the real property from which the Franchised Business was conducted, then for a continuous uninterrupted period of 2 years after expiration or termination of this Agreement, neither Franchisee nor Franchisee's Associates will use, sell, lease, or allow any other person to use the property (other than H&R Block or a person approved by H&R Block) to conduct a business offering services similar to any of the Authorized Services. If at any time during that 2-year period Franchisee or Franchisee's Associates (as the case may be) fail to comply with their obligations under this Subsection H, that period of non-compliance will not be credited toward satisfaction of the 2-year obligation of the person who failed to comply;

(I) If H&R Block does not elect to exercise its options under Section 16(H) of this Agreement to acquire the lease or sublease for the Franchised Business premises, Franchisee will make all modifications or alterations to the Franchised Business premises that are necessary to distinguish the appearance of the premises from that of Network Offices and will make any specific additional changes that H&R Block reasonably requests. If Franchisee fails or refuses to do so, H&R Block may enter the premises formerly used by the Franchised Business, without being guilty of trespass or any other crime or tort, to make the changes required by Section 16 of this Agreement, at the expense of Franchisee, which amount Franchisee agrees to pay upon demand; and

(J) Upon request, Franchisee will promptly provide or make available to H&R Block records, including any IRS-generated information reports (e.g., EFIN Status/ERO Activity Report) to enable H&R Block to determine whether Franchisee is complying with its post-termination obligations under this Agreement. Franchisee will also promptly provide or make available to H&R Block any information and financial or business records concerning any other business in which Franchisee or any of Franchisee's Associates (or their spouse or child) has an interest that offers services that are the same as or similar to those offered by the Franchised Business.

**17. H&R Block's Right of First Refusal.** If Franchisee or any holder of an Equity Interest in Franchisee desires to effect a Transfer to a third party, H&R Block will have the option, exercisable within 30 days after H&R Block's receipt of all materials and information described below, to purchase the interest proposed to be transferred in accordance with the following:

(A) Franchisee will notify H&R Block in writing of any bona fide offer by a third party to purchase an interest that would constitute a Transfer under this Agreement that the transferor wishes to accept. The notice will include a complete description of all terms and fees of the proposed Transfer in the manner prescribed by H&R Block, and the prospective transferee's name, address, financial qualifications, and previous 5-years business experience;

(B) Franchisee will provide H&R Block with a copy of any written offer to purchase, signed by the proposed transferee, together with copies of any documents referenced in the offer. If all material terms of the proposed sale are not described in the offer, Franchisee will provide details of all the terms in its submission to H&R Block, accompanied by the proposed transferee's written agreement to the terms;

(C) Franchisee will provide H&R Block with any additional information, agreements, certifications, or documents that H&R Block requests for use in evaluating whether to exercise its right of first refusal;

(D) Upon receipt of H&R Block's request, Franchisee or the proposed transferee will promptly provide H&R Block with access to any real or personal property, documents, or records relevant to the transaction or to the interest which is the subject of the Transfer. Within 30 days after H&R Block's receipt of all required materials, H&R Block will notify Franchisee whether H&R Block will exercise its option to acquire the interest to be transferred, or of the conditions, if any, under which H&R Block will approve the proposed Transfer;

(E) If H&R Block exercises its right of first refusal, the transferor will Transfer the interest to H&R Block or to its designee pursuant to an agreement to purchase that contains the material terms to which the transferor and the proposed transferee had agreed. If the offer or proposed purchase contract omitted any terms customarily addressed in a transfer of an interest of the type that is the subject of the transaction, H&R Block may supply those terms in the purchase agreement and related documents;



(F) If the consideration, terms, or conditions offered by the third party are such that H&R Block or its designee cannot reasonably furnish the same consideration, terms, or conditions, H&R Block or its designee, as appropriate, may purchase the interest proposed to be transferred for the reasonable equivalent in cash. If the Parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and conditions offered by the third party, an independent appraiser will be designated by H&R Block, and the appraiser's determination will be binding. H&R Block may set off the cost of the appraisal against the purchase price. If the offer includes items that are not assets of Franchisee or items used in the Franchised Business, H&R Block or its designee, as appropriate, may acquire only the assets of the Franchised Business and those of the other assets as H&R Block or its designee selects, without any duty to purchase the other items included in the purchase offer. The apportionment of the value of the items to be purchased by H&R Block or its designee will be determined by H&R Block, subject to a valuation by an independent appraiser under the same procedures as non-cash consideration is to be evaluated; and

(G) If H&R Block does not exercise its right of first refusal with respect to a particular offer, any material change in the terms of the offer before closing will constitute a new offer subject to H&R Block's same right of first refusal as in the case of the initial offer.

Section 17 of this Agreement will not apply and H&R Block will not have a right of first refusal with respect to the following: (1) any Transfer not subject to H&R Block's approval under Section 18.2 of this Agreement; (2) any Transfer to the spouse, son, daughter, brother, or sister, or any or all of them, of Franchisee (if an individual) or Franchisee's Associates; or (3) any Transfer required under Section 20 of this Agreement relating to the death or Incapacity of Franchisee (if an individual) or Principal.

## **18. Transfer of Interest.**

**18.1 Transfers by Franchisee and Franchisee's Associates.** H&R Block's prior written approval will be required for any Transfer. Any Transfer or attempted Transfer without H&R Block's prior written approval or that fails to comply with the requirements in Section 18 of this Agreement is ineffective against H&R Block and, without limiting H&R Block's remedies, will constitute a material breach of this Agreement. H&R Block will not arbitrarily or unreasonably disapprove any proposed Transfer. Prior to approving a Transfer, H&R Block may require, among other things, satisfaction of any or all of the following:

(A) That H&R Block has received from Franchisee a request to Transfer that includes the name, address, and principal occupation or business activity of the proposed transferee and such other information (including financial statements, business references, the terms of the proposed transaction, and similar information) as H&R Block may reasonably request for the purpose of reviewing the proposed Transfer;

(B) That Franchisee is in full compliance with all of the terms and conditions of this Agreement and all other agreements between Franchisee and H&R Block and its affiliates, including payment of all monetary obligations due to H&R Block and its affiliates;

(C) If the Transfer is of this Agreement, that Franchisee and Principal remain liable for the performance of their obligations contained in this Agreement through the date of Transfer and sign all instruments reasonably requested by H&R Block to evidence that liability;

(D) That the transferee or the transferee's proposed principal satisfy H&R Block's then existing criteria for a franchisee including but not limited to: (1) education; (2) business skill, experience, and aptitude; (3) character and reputation; and (4) financial resources;

(E) That the purchase price and terms of the Transfer must not, in H&R Block's judgment, negatively impact the capability of the transferee to operate profitably following the Transfer;

(F) That, at H&R Block's option, the transferee and all owners of any Equity Interest of the transferee enter into H&R Block's then-current form of franchise agreement and related instruments and guarantees. H&R Block's then-current form of franchise agreement may contain terms materially different from this Agreement, including higher fees and may, at H&R Block's option, be for a term equal to the then-unexpired term of this Agreement or the full term of the then-current form of franchise agreement. If H&R Block elects to have the transferee enter into H&R Block's then-current form of franchise agreement, this Agreement will expire upon the later of H&R Block's written approval of the Transfer or the time that the transferee enters into H&R Block's then-current form of franchise agreement;

(G) That Franchisee and Principal sign a general release, in a form satisfactory to H&R Block, of any and all claims against H&R Block, its affiliates, and the officers, directors, members, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them, in their corporate and individual capacities;

(H) That Franchisee pay a Transfer fee of \$2,500;

(I) That at the transferee's expense, the transferee and any of the transferee's employees responsible for the management of the Franchised Business satisfactorily complete the training that H&R Block may then require; and

(J) If the proposed transferee is an estate, trust, corporation, limited liability company, or partnership, Franchisee will also provide to H&R Block:

(1) The name, address, and principal occupation of each executor or executrix, trustee, officer, director, member, or partner, as the case may be, of the transferee;

(2) The name, address, principal occupation and ownership interest of each holder of an Equity Interest in the transferee; and

(3) The name, address, business experience, and any other information (including financial statements and business references) that H&R Block may request regarding the transferee's proposed principal.

Section 18.1(H) and (I) of this Agreement will not apply with respect to any Transfer of no more than 5% in the aggregate of the Equity Interest of Franchisee to the spouse, son, daughter, brother, or sister of a current Franchisee Associate that does not result in a change in the Controlling Interest of Franchisee.

H&R Block will have 30 days from the date that all of the conditions set forth above have been satisfied and the request for Transfer and all related documents and information have been received at H&R Block's office to which notices are to be sent under this Agreement to approve or disapprove the proposed Transfer. Except as described in Section 18.1(F) of this Agreement, if H&R Block approves the proposed Transfer, the Transfer will become effective upon the written approval of H&R Block. If H&R Block

disapproves the proposed Transfer, H&R Block will give Franchisee written notice of the reason or reasons for the disapproval within the 30-day period.

If a Transfer is of the transferor's entire interest in this Agreement or Franchisee, the transferor will personally comply with all of the post-termination restrictions set out in Section 12.2 of this Agreement with the 2-year period described in Section 12.2(B) of this Agreement to run from the date the Transfer becomes effective.

Franchisee's interest in this Agreement may be mortgaged or pledged without H&R Block's approval, provided no Transfer of Franchisee's interest on the foreclosure of the mortgage or pledge is effective until all of the requirements set forth in Section 18 of this Agreement have been satisfied. No mortgage or pledge will limit H&R Block's right to terminate this Agreement according to its terms.

**18.2 Transfers Not Subject to Approval of H&R Block.** The requirements of Section 18.1 of this Agreement will not apply to the following:

- (A) An assignment of this Agreement from a Franchisee, if an individual, to an entity wholly owned by Franchisee;
- (B) An assignment of this Agreement from a Franchisee, if an entity, to an entity whose ownership will be apportioned substantially the same as that of the Franchisee and that does not result in a change in the Controlling Interest; or
- (C) A change in the Equity Interest in Franchisee among the current Franchisee's Associates that does not result in a change in the Controlling Interest of Franchisee.

Franchisee will notify H&R Block in writing at the time of the assignment or change in Equity Interest, deliver to H&R Block the documentation and information concerning the assignment or change in Equity Interest that H&R Block may request, and sign any documents required by H&R Block regarding the assignment or change in Equity Interest.

**18.3 Public Offerings.** Securities in Franchisee may be offered only with the prior written approval of H&R Block, which will not be unreasonably withheld. H&R Block's approval will be subject to the following:

- (A) That all registration materials required for the offering by federal or state law have been submitted to H&R Block for review prior to being filed with any government agency;
- (B) That no offering material (for either a public or private offering) will express or imply (by use of the Licensed Marks or otherwise) that H&R Block is participating in an underwriting, issuance, or public offering of Franchisee or H&R Block securities. H&R Block may, at its option, require the offering materials to contain a written statement prescribed by H&R Block concerning the limitations described in the preceding sentence;
- (C) That Franchisee and the other participants in the registration and offering have fully indemnified H&R Block in connection with the offering;
- (D) That for each proposed public offering, other than offerings which are exempt from registration, Franchisee has paid to H&R Block a non-refundable fee of \$10,000 or a greater amount as is necessary to reimburse H&R Block for its reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees;

(E) That H&R Block has received a legal opinion from counsel satisfactory to H&R Block stating: (1) that the offering materials and the conduct of the securities offering comply in all material respects with all applicable laws, and (2) that neither the conduct nor consummation of the securities offering will result in a violation of any anti-terrorism or anti-money laundering laws; and

(F) That Franchisee has given H&R Block at least 60-days' prior written notice before the effective date of any offering or other transaction covered by Section 18.3 of this Agreement.

**18.4 Transfers by H&R Block.** H&R Block will have the right to transfer or assign this Agreement, the H&R Block System, Confidential Information, and all or any part of its rights or obligations under this Agreement or its interest in the H&R Block System and Confidential Information to any person or legal entity without the consent of Franchisee. Any transferee or assignee of this Agreement from H&R Block will become solely responsible for all obligations of H&R Block under this Agreement from the date of the transfer or assignment. Without limiting the foregoing, H&R Block may sell its assets (including its rights in the Licensed Marks and the H&R Block System) to a third party; may offer its securities privately or publicly; may merge with or acquire other legal entities or be acquired by another legal entity; and may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring. With regard to any or all of the above transfers, sales, assignments, and dispositions, Franchisee waives any claims, demands, or damages against H&R Block or its affiliates arising from or related to H&R Block's transfer of its rights in this Agreement, the H&R Block System, or Confidential Information to any other party. Nothing contained in this Agreement will require Franchisor to remain in the business of operating or licensing the operation of Network Offices or other businesses or to offer any services or products to Franchisee, whether or not bearing the Licensed Marks, if H&R Block transfers or assigns its rights in or obligations under this Agreement and the H&R Block System.

**19. Change of Principal.** Except as described in Section 20 of this Agreement, if Franchisee is an entity, Franchisee will throughout the term of this Agreement have an approved Principal. If Franchisee desires to designate a replacement Principal, Franchisee will notify H&R Block in writing and provide to H&R Block in the form H&R Block may request the name, address, and other information (including financial statements, business references, and similar information) that H&R Block reasonably requests regarding the proposed replacement Principal. H&R Block will have 30 days after receipt of all the above information to approve or disapprove the proposed replacement Principal, and H&R Block's approval will not be unreasonably withheld. If H&R Block disapproves the proposed Principal, H&R Block will provide written notice setting forth the reason or reasons for the disapproval. If H&R Block approves the proposed Principal, the proposed Principal will sign the documents required by H&R Block to become Principal and promptly forward them to H&R Block. If the proposed Principal fails or refuses to promptly sign the documents or if at any time during the term of this Agreement Franchisee fails to have a Principal approved by H&R Block, H&R Block will have the right to terminate this Agreement.

## **20. Death or Incapacity.**

**20.1 Notice to H&R Block.** Within 10 days after the death or Incapacity of Franchisee (if an individual) or Principal, Franchisee or a representative of Franchisee will notify H&R Block of the death or Incapacity in writing. Any Transfer upon death or Incapacity will be subject to the same terms and conditions set out in Section 18 of this Agreement for any *inter vivos* Transfer.

**20.2 Transfer upon Death.** Within 6 months after the date of death of Franchisee (if an individual) or Principal, the executor, administrator, or other personal representative of the deceased will Transfer the interest of the deceased in this Agreement or Franchisee to a third party approved by H&R Block. If no personal representative is designated or appointed and no probate proceedings are instituted

with respect to the estate of the deceased, the distributee of the interest of the deceased must be approved by H&R Block. If the distributee is not approved by H&R Block, the distributee will transfer the interest of the deceased to a third party approved by H&R Block within 6 months after the date of death of the deceased.

**20.3 Transfer upon Incapacity.** Upon the Incapacity of Franchisee (if an individual) or Principal, H&R Block may require the interest of Franchisee or Principal to be transferred to a third party approved by H&R Block within 6 months after notice was required under Section 20.1 of this Agreement. If the Parties disagree as to whether an individual is Incapacitated, the existence of the Incapacity will be determined by a licensed, practicing physician selected by H&R Block, upon examination of the individual. If the individual refuses to submit to an examination, for the purpose of Section 20 of this Agreement, the individual will be considered Incapacitated as of the date of refusal. The costs of any examination required by Section 20 of this Agreement will be paid by H&R Block.

**20.4 Management Upon Death or Incapacity.** Upon the death or Incapacity of Franchisee (if an individual) or Principal, Franchisee's executor, administrator or other personal representative, or the remaining Franchisee's Associates, must appoint a competent manager acceptable to H&R Block within a reasonable time, not to exceed 30 days from the date of death or Incapacity. The appointed manager must satisfactorily complete H&R Block's designated training program. If an H&R Block-approved manager is not appointed within 30 days after the death or Incapacity, H&R Block may, but is not required to, immediately appoint a manager to maintain the operations of the Franchised Business on Franchisee's behalf until an approved manager can assume the operation of the Franchised Business. H&R Block's appointment of a Franchised Business manager does not relieve Franchisee of its obligations, and H&R Block will not be liable for any debts, losses, costs, or expenses incurred in operating the Franchised Business or to any creditor of Franchisee for any products, materials, supplies, or services purchased by the Franchised Business while it is managed by H&R Block's appointed manager. H&R Block may charge a reasonable fee for management services and may cease to provide management services at any time.

**20.5 Failure to Transfer.** If an interest is not transferred upon death or Incapacity as required in this Section 20 of this Agreement, the failure will constitute a material event of default under this Agreement.

## **21. Indemnification.**

**21.1 Franchisee's Duty to Indemnify.** Franchisee will indemnify, defend (using counsel chosen by H&R Block), and hold harmless each Indemnitee from all Losses and Expenses incurred or assessed as a result of any act, error, or omission, or any alleged act, error, or omission of Franchisee, Franchisee's Associates, or any of their agents, representatives, independent contractors, or employees in connection with this Agreement or the Franchised Business.

**21.2 Notice and Counsel.** Franchisee will immediately notify H&R Block in writing of any Action. H&R Block may engage, at Franchisee's expense, separate counsel to represent the Indemnitees in the Action or elect to assume (but under no circumstance will H&R Block be obligated to undertake) the defense or reasonable settlement of any Action.

**21.3 Settlement and Remedial Actions.** H&R Block may in its judgment, without notice to Franchisee, consent or agree to a settlement of or take other remedial or corrective actions with respect to any Action. H&R Block's election to settle any Action will not diminish Franchisee's obligation to defend, indemnify, and hold the Indemnitees harmless from all Losses and Expenses. Franchisee will pay all Losses and Expenses incurred by H&R Block or any Indemnitees regardless of the terms of any settlement that

H&R Block enters into or the success or failure of any defense or remedial action that H&R Block undertakes.

**21.4 Third-Party Recovery.** Under no circumstances will the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain their right to recovery under Section 21 of this Agreement. The failure to pursue recovery from third parties or to mitigate loss will in no way reduce the amounts recoverable from Franchisee by Indemnitees.

**21.5 Survival.** The terms of Section 21 of this Agreement will survive the termination, expiration, or Transfer of this Agreement or any interest herein.

## **22. Representations and Warranties.**

**22.1 Representations, Warranties, and Covenants of Franchisee.** If Franchisee is not an individual, Franchisee and Principal represent, warrant, and covenant to H&R Block that:

(A) **Due Incorporation.** Franchisee is and will remain duly formed and organized, validly existing, and in good standing under the laws of the jurisdiction of its organization with all requisite power and authority to enter into this Agreement and perform the obligations contained herein.

(B) **Authorization.** The execution, delivery, and performance by Franchisee of this Agreement and all other agreements contemplated by this Agreement has been duly authorized by all requisite actions on the part of Franchisee, and no further actions are necessary to make this Agreement or the other agreements valid and binding upon it and enforceable against it in accordance with the respective terms.

(C) **Execution and Performance.** Neither the execution, delivery, nor performance by Franchisee of this Agreement or of any other agreement contemplated by this Agreement will conflict with or result in a breach of any term or provision of Franchisee's charter or governing documents or of any indenture, mortgage, deed of trust, or other contract or agreement to which Franchisee is a party or by which it or any of its assets are bound, or violate any order, writ, injunction, or decree of any court, administrative agency, or governmental body.

(D) **Corporate Documents.** Certified copies of Franchisee's charter and governing documents and any related amendments, including board of director's or partner's resolutions authorizing this Agreement, have been delivered to H&R Block.

(E) **Equity Interests.** All equity or ownership interests in Franchisee are accurately and completely described in Exhibit B and no change will be made in equity or ownership interests in Franchisee other than as permitted under this Agreement or otherwise consented to in writing by H&R Block. Franchisee will maintain at all times a current list of all owners of record and all beneficial owners of equity or ownership interests in Franchisee. Franchisee will make the list available to H&R Block upon request.

(F) **Stop-Transfer Instructions.** If Franchisee is a corporation, Franchisee will maintain stop-transfer instructions against the transfer on Franchisee's records of any of its equity securities, and each stock certificate will have conspicuously endorsed upon it a statement in a form satisfactory to H&R Block that the certificate is held subject to all restrictions imposed upon assignments by this Agreement; but the requirements of this Subsection 22.1.(F) will not apply to the transfer of equity securities of a publicly-held corporation. If Franchisee is a partnership or

limited liability company, its written partnership or limited liability company agreement will provide that ownership of an interest in the partnership or limited liability company is held subject to all restrictions imposed upon assignments by this Agreement.

If Franchisee is an individual, Franchisee represents, warrants, and covenants that neither the execution, delivery, nor performance by Franchisee of this Agreement or any other agreements contemplated by this Agreement conflicts with or results in a breach of any contract or agreement to which Franchisee is a party or a violation of any order, writ, injunction, or decree of any court, administrative agency, or governmental body.

**22.2 Financial Statements.** Franchisee and, at H&R Block's request, Principal have provided H&R Block with their most recent financial statements in the form and for the time periods specified by H&R Block. The financial statements: (a) present fairly Franchisee's financial position and the financial position of Principal, as applicable, at the dates indicated therein and, with respect to Franchisee, the results of its operations and cash flow for the periods then ended; (b) are certified as true and correct by the Franchisee's Principal or other authorized representative, as applicable; and (c) have been prepared in conformity with the requirements specified by H&R Block. No material liabilities, adverse claims, commitments, or obligations of any nature, whether accrued, unliquidated, absolute, contingent, or otherwise, exist as of the date of this Agreement that are not reflected as liabilities on Franchisee's financial statements or those of Principal.

**23. Choice of Remedies.** The remedies provided to H&R Block in this Agreement will be cumulative and non-exclusive. The choice of any remedy will not preclude H&R Block from pursuing any other remedy available to it.

**24. Franchisee's Relationship to H&R Block.** Neither party will be a joint venturer, joint employer, partner, agent, fiduciary, or employee of the other; neither party will have any power to bind or obligate the other; and neither party will be liable to any person for any debts or liabilities incurred by the other. This Agreement will establish an independent contractor relationship. Franchisee will not hold itself out as the agent, joint employer, employee, partner, or joint venturer of H&R Block or its affiliates, except when expressly authorized by H&R Block or its affiliate to do so. All employees hired by or working for Franchisee will be solely the employees of Franchisee and not employees of H&R Block or its affiliates or subject to H&R Block's or its affiliates' control. Specifically, Franchisee will have exclusive control over all employment-related decisions, including decisions concerning hiring, firing, wages, conditions of employment, discipline, staffing, or any other day-to-day management of employees. H&R Block and its affiliates have no obligation or right to control any franchise employment issue. Neither party will enter into contracts or commitments in the name of or on behalf of the other in any respect whatsoever.

**25. Non-Waiver of Breach.** Neither party's failure to exercise any right or remedy or to enforce any obligation, covenant, or agreement contained in this Agreement will constitute a waiver by, or estoppel of, that party's right to enforce strict compliance with any obligation, covenant, or agreement contained in this Agreement. No custom or practice will modify or amend this Agreement. Neither party's waiver of, or failure or inability to enforce, any right or remedy will impair that party's rights or remedies with respect to any subsequent default of the same, similar, or different nature. Acceptance of any payment will not waive any default.

**26. Judgment; Discretion.** H&R Block may exercise any discretion conferred by this Agreement in accordance with its good faith business judgment, which may be based on, among other considerations, H&R Block's view of its own business interests and of the interests of the brand associated with the Licensed Marks. Franchisee understands that H&R Block's exercise of its discretion is conclusive and final for all purposes and may not result in a decision that is in the best interests of Franchisee.

## **27. Cancellation of Prior Understandings; Amendments.**

**27.1 Entire Agreement.** This Agreement is the full understanding by and between the Parties, and any and all prior inducements, understandings, agreements, or commitments of any kind, oral or written, regarding the subject matter of this Agreement are hereby superseded and cancelled, with no further liabilities or obligations of the Parties except for any amounts due and unpaid between the Parties to this Agreement at the time this Agreement is signed. Nothing in this or any related agreement; however, is intended to disclaim the representations H&R Block makes in the disclosure document described in Section 38.3 of this Agreement.

**27.2 Absence of Financial Performance Representations.** Franchisee acknowledges that neither H&R Block nor any of its agents or employees has made any representations, orally or in writing, in regard to the average, actual, projected, or other earnings, profit, or income relating to the franchise granted under this Agreement or has made any other claim regarding the financial or other potential success of the franchise provided; however, that if this Agreement is being executed in conjunction with Franchisee's acquisition and continued operation of an existing Network Office, H&R Block may have provided the actual operating results of such existing Network Office to Franchisee prior to the execution of this Agreement.

**27.3 Amendment Only in Writing; Representations in Franchise Disclosure Document.** Except as expressly provided herein and subject to H&R Block's rights to modify the Manual, this Agreement may be amended only by a writing signed by the Parties. Nothing in this or any related agreement is intended to disclaim the representations H&R Block made in its franchise disclosure document.

**28. Survival.** The provisions of Sections 12, 16, 21, 22, and all other provisions of this Agreement that by the nature of the rights and obligations contained in those provisions extend beyond the term of this Agreement, will survive the expiration or termination of this Agreement.

## **29. Applicable Law; Partial Invalidity.**

**29.1 Choice of Law.** This Agreement and all claims arising from or in any way related to the relationship between the Parties will be governed by the laws of the State of Missouri, without regard to its conflict of law rules, except that any Missouri law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 29.1.

**29.2 Choice of Venue.** Any legal proceeding instituted by Franchisee, Franchisee's Associates, or Principal against H&R Block or its officers, employees, or affiliates, whether or not arising out of or relating to this Agreement, will be brought only in a federal or state court located in Jackson County, Missouri. Franchisee, Franchisee's Associates, and Principal irrevocably submit to the personal jurisdiction of those courts and waive any objection he, she, or it might have to either the jurisdiction of or the venue in those courts. H&R Block may initiate legal proceedings against Franchisee, Franchisee's Associates, or Principal in a federal or state court located in Jackson County, Missouri, or in any other judicial district where the Franchisee operates or operated an Approved Location.

**29.3 Severability.** If all or any portion of any covenant contained in this Agreement is held unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which H&R Block is a party, Franchisee, Franchisee's Associates, and Principal will be bound by any lesser covenant subsumed within the terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement. If any term, covenant, or



provision of this Agreement, or its application, is so determined to be unenforceable, the remaining terms, covenants, and provisions of this Agreement will continue in full force and effect without regard to the invalid or unenforceable provision. However, if any term of this Agreement is so determined to be invalid or unenforceable and the determination materially and adversely affects, in H&R Block's judgment, H&R Block's ability to realize its rights in or the goodwill underlying the License Marks, the H&R Block System, or the Confidential Information, or materially affects H&R Block's other rights under this Agreement, H&R Block may terminate this Agreement upon notice to Franchisee.

**30. Time of the Essence.** Time is of the essence with respect to any reports, inspections, audits, royalties, and fees that are due and payable to H&R Block under this Agreement.

**31. Heirs, Successors, and Assigns.** Subject to Section 18 and related provisions of this Agreement, this Agreement is binding on the respective successors, assigns, heirs, executors, administrators, and legal representatives of all Parties.

**32. Notices.** Except as otherwise expressly provided herein, all notices required by this Agreement will be in writing and are sufficiently given on the date delivered by hand, facsimile, email, or other electronic system; or on the date mailed postage prepaid by certified or registered mail; or on the date deposited with a reputable air courier service requesting next day or earliest delivery date available addressed as follows or to another address, email address, or facsimile number that may hereafter be given by either party to the other or to Franchisee's email address of record with H&R Block:

To Franchisor:

H&R Block Tax Services LLC  
Chief Legal Officer  
One H&R Block Way  
Kansas City, MO 64105

To Franchisee:

At either the address referenced on page 1 or as otherwise updated in writing by Franchisee or to Franchisee's email address of record with H&R Block.

Notice to Franchisee will be effective, if sent by any method described above, on the date the notice or communication is sent.

**33. Binding Effect.** This Agreement is not binding on the Parties until it is signed by Franchisee and by an officer of H&R Block. This Agreement will be considered entered into in Kansas City, Missouri.

**34. Legal Entity as Franchisee.** H&R Block may at its sole option permit a corporation, partnership, trust, or other legal entity to sign this Agreement as Franchisee. The individual named below as Principal personally assumes and agrees to be personally bound by, faithfully perform, and cure the default of any performance of all terms, covenants, conditions, and obligations of Franchisee under this Agreement.

If Franchisee consists of more than one person or legal entity, or a combination thereof, the obligations and liabilities of each person or entity to H&R Block are joint and several.

**35. Counterparts.** This Agreement may be signed in any number of counterparts each of which when so signed will be an original, but all of which together will constitute one and the same instrument.

**36. Headings and Use of Certain Terms.** The section headings in this Agreement are for convenient reference only and will be given no substantive or interpretive effect. The words “include” and “including” will be construed to include the words “without limitation.”

**37. Further Assurances.** Franchisee will sign and deliver to H&R Block any and all additional papers, documents, and other assurances and will do any and all acts and things reasonably necessary in connection with the performance of its obligations under this Agreement.

**38. Acknowledgments.**

**38.1 Independent Investigation.** Franchisee and Principal acknowledge that they have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that the success of this business venture involves substantial business risks and will largely depend upon the ability of Franchisee. H&R Block expressly disclaims making, and Franchisee and Principal acknowledge that they have not received or relied on, any warranty or guaranty, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

**38.2 Opportunity to Assess Risks.** Franchisee and Principal acknowledge that they have received, read, and understand this Agreement and the related attachments and agreements and that H&R Block has afforded them sufficient time and opportunity to consult with advisors selected by them about the potential benefits and risks entering into this Agreement.

**38.3 Receipt of Disclosure Document.** Franchisee and Principal acknowledge that they have received a complete copy of this Agreement and all related attachments and agreements at least 7 days before the date on which this Agreement was signed. Franchisee and Principal further acknowledge that they have received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled “Disclosure Requirements and Prohibitions Concerning Franchising” at least 14 days before the date this Agreement was signed.

**38.4 Commercial Relationship.** Franchisee and Principal acknowledge that this Agreement creates an arm’s length, commercial relationship that cannot and will not be transformed into a fiduciary or other “special” relationship by course of dealing, by any special indulgences or benefits that Franchisor bestows on Franchisee, or by inference from a party’s conduct.

**38.5 Compliance with Anti-Corruption and Anti-Money Laundering Laws.** Franchisee and Principal represent and warrant to H&R Block that, to the best of their knowledge, neither Franchisee, its Principal, nor managerial employees of either is identified, either by name or an alias, pseudonym, or nickname, on the lists of “Specially Designated Nationals” or “Blocked Persons” maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (texts currently available at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/)). Further, Franchisee and Principal represent and warrant that, they have not violated and agree that they will not violate any law (in effect now or which may become effective in the future) prohibiting corrupt business practices, money laundering, or the aid or support of persons or entities who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act, Public Law No. 107-56 (text currently available at <http://www.epic.org/privacy/terrorism/hr3162.html>), U.S. Executive Order 13224 (text currently available at <https://www.treasury.gov/resource-center/sanctions/Documents/13224.pdf>) or similar law. These are continuing representations and warranties, and Franchisee will notify H&R Block immediately in writing of the occurrence of any event or the development of any circumstance that might render any representation or warranty false, inaccurate, or misleading.

**38.6 No Existing Claims.** Franchisee and Principal represent, covenant, and warrant to H&R Block that, to the best of their knowledge, neither they nor an affiliate of either hold or are due, as applicable, any claims, debts, liabilities, demands, obligations, expenses, actions, or causes of action of any nature, character or description related to this Agreement against H&R Block, and its affiliates and each of their respective successors, partners and the partners, shareholders, representatives, assigns, agents, servants, employees, independent contractors, officers, and directors of each of them, in their corporate and individual capacities.**39.Limitations in the Event of Litigation.**

**39.1 Jury Trial Waiver and Limitation of Damages.** THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT. THE PARTIES ALSO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES AGAINST THE OTHER. DAMAGES IN ANY ACTION WILL BE LIMITED TO THE RECOVERY OF DIRECT COMPENSATORY DAMAGES.

**39.2 Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, H&R BLOCK DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY SYSTEMS, PRODUCTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**39.3 Class Action Waiver.** THE PARTIES WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THEIR RIGHT TO ASSERT OR PARTICIPATE IN ANY CLAIM, LAWSUIT, OR ARBITRATION AGAINST THE OTHER PARTY AS A MEMBER OF A CLASS.

This Agreement is binding as of the Effective Date.

**H&R BLOCK:**  
H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal

Franchisee's Associates signing below acknowledge and agree that (1) they have read the terms and conditions of this Agreement; (2) they are Franchisee's Associates as described in this Agreement; (3) notices to Franchisee's Associates are sufficiently served if sent according to Section 32 of this Agreement to the addresses shown below or to any known address; and (4) they individually, jointly, and severally agree to comply with all of the covenants and agreements of Franchisee's Associates in Section 12 of this Agreement relating to limitations on competition and disclosure.

---

Printed Name

---

Printed Name

---

Street Address

---

Street Address

---

City, State, Zip Code

---

City, State, Zip Code

---

Signature

---

Signature

---

Date

---

Date

---

Printed Name

---

Printed Name

---

Street Address

---

Street Address

---

City, State, Zip Code

---

City, State, Zip Code

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Signature

---

Signature

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Date

---

Date

**EXHIBIT A**  
—  
**Franchise Territory**

Franchise Territory. The Franchise Territory is as follows:

**EXHIBIT B**

**Equity and Ownership Interests in Franchisee**

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT**  
**H&R BLOCK SMALL BUSINESS – STANDARD**

This Addendum to Franchise License Agreement H&R Block Small Business – Standard (“Addendum”) is entered into on \_\_\_\_\_, (“Effective Date”) between H&R Block Tax Services LLC, a Missouri limited liability company (“H&R Block”) and \_\_\_\_\_ (“Franchisee”) (collectively “Parties”).

In exchange for the respective promises contained in this Addendum, the Parties agree that the Franchise License Agreement (“FLA”) signed on \_\_\_\_\_, is supplemented as described below. All capitalized terms used in this Addendum, not otherwise specifically defined, will have the meanings as defined in the FLA.

H&R Block authorizes Franchisee to offer bookkeeping, payroll, non-attest and non-audit general accounting services, and any other H&R Block Business Services identified in the Manual as Optional Services (“Services”) at any Approved Location. Franchisee will offer the Services under the terms of this Addendum.

**1. Scope of Services.** Franchisee may offer the Services at Approved Locations during the term of this Addendum. Other Authorized Services offered or performed under the FLA including, but not limited to income tax return preparation, will not be included within the scope of the Services.

**2. Licensed Marks.** Services will be conducted under the H&R BLOCK Brand and Licensed Marks only and can only be offered and performed from an Approved Location. Franchisee may advertise the Services within the Franchise Territory.

**3. Services Not Included.** Services will not include any services for which a professional license is required by law, such as audit and attest services.

**4. Obligations.** H&R Block may provide software, benefits, and support for Services as set forth in the Manual, which may change at H&R Block’s discretion. Certain costs associated with the software, services, and support will be the responsibility of H&R Block, while other expenses will be the responsibility of Franchisee. These determinations are set forth in the Manual or as otherwise directed by H&R Block. Franchisee will use only Systems and software approved by H&R Block to provide the Services. Franchisee may obtain the Systems or software directly from H&R Block or from third parties as permitted or required by H&R Block in its sole discretion. Franchisee must offer Services in compliance with the terms and conditions set forth in the Manual or as otherwise directed by H&R Block. **H&R Block disclaims all warranties, whether express or implied, related to any Systems or software it provides or requires and makes no representation or warranty as to the reliability or fitness of the Systems or software used in providing Services.** Franchisee must enter all client and revenue information from the Services within 7 days of its receipt in the manner and method prescribed by H&R Block.

**5. Term.** The term of this Addendum begins on the Effective Date and runs concurrently with the term of the FLA referenced above. H&R Block may terminate this Addendum separately from the FLA for any reason set forth in the FLA for termination by H&R Block. Franchisee may terminate this Addendum separately from the FLA by giving H&R Block 60-days’ notice of the termination. If Franchisee terminates this Addendum, Franchisee may be required to reimburse H&R Block for any costs incurred by H&R Block.

**6. Termination.** If this Addendum is terminated for any reason separately from the FLA, Franchisee must immediately discontinue offering Services and must immediately deliver to H&R Block the items set forth in Section 16(F) of the FLA that apply to Services including, but not limited to, all client records and information related to Services.

**7. Termination of Optional Services.** If H&R Block has previously authorized Franchisee to offer Optional Services that are the same or similar to the Services authorized under this Addendum, that authorization by H&R Block is terminated and those services must be discontinued as of the first day of the month following the Effective Date of this Addendum. Thereafter, the previously authorized Optional Services will be included with Services authorized under this Addendum and all prior clients will be subject to the limitations on competition and disclosure set forth in Section 12 of the FLA. If this Addendum is terminated for any reason, H&R Block may at its sole discretion re-authorize Franchisee to conduct the Services.

**8. Royalties Applicable to the Service.** All of the terms and conditions of the FLA relating to Authorized Services apply to Services revenue except that the Standard Royalty Rate applicable to Services revenue is 15% and the Early Payment Royalty Rate applicable to Services revenue is 10%. For a more detailed description of the Services revenue eligible for the Services royalty rate, consult the Manual. The Standard Royalty Rate and Early Payment Royalty Rate described in Section 6 of the FLA apply to all tax return preparation revenue, regardless of whether the tax preparation services are rendered in conjunction with the Services. Reporting of gross revenue for the Service begins with respect to services performed for clients of the Service as of the first full month following the Effective Date. Services revenue is excluded from the incentive royalty rate described in Section 6 of the FLA.

**9. Governance.** If there is any conflict between this Addendum and the FLA, the terms and conditions of this Addendum will apply.

The Parties have signed this Addendum as of the Effective Date.

**H&R BLOCK:**

**FRANCHISEE:**

H&R BLOCK TAX SERVICES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal



**AMENDMENT TO FRANCHISE LICENSE AGREEMENT**  
**NON-H&R BLOCK BUSINESS**

This Amendment to Franchise License Agreement Non-H&R Block Business (“Amendment”) is entered into on \_\_\_\_\_, (“Effective Date”) between H&R Block Tax Services LLC, a Missouri limited liability company (“H&R Block”) and \_\_\_\_\_ (“Franchisee”) (collectively “Parties”).

In exchange for the respective promises contained in this Amendment, the Parties agree that the Franchise License Agreement (“FLA”) signed on \_\_\_\_\_, is amended as described below. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

**1. Non-H&R Block Business.** In accordance with FLA Section 10.7(C) provisions, Franchisee may conduct a non-H&R Block business (“Business”) from the Approved Location identified and described below that is not part of the H&R Block System and the Franchised Business:

Business Name:

\_\_\_\_\_

Products or services offered by the Business:

\_\_\_\_\_

\_\_\_\_\_

Approved Locations offering the Business:

\_\_\_\_\_

\_\_\_\_\_

**2. Licensed Marks Prohibited.** The Business may not use the H&R Block Licensed Marks, is not subject to royalties, and will be distinguished from the Franchised Business and operated as instructed in the Manual.

**3. Term.** Franchisee’s right to conduct the Business will extend only through the current term of the FLA and may not be assigned by Franchisee in connection with any Transfer. The right to operate the Business from the Approved Location will terminate upon the effective date of H&R Block’s approval of the Transfer unless otherwise agreed to in writing by H&R Block.

**4. Indemnification.** Franchisee must conduct the Business in compliance with all industry standards and laws applicable to the Business. During and after the term of this Amendment, Franchisee will defend, indemnify, and hold harmless H&R Block from and against any and all loss, damage, liability, expense (including reasonable attorneys’ fees), claims, and costs of any kind or nature arising out of or in connection with the Business, including claims arising out of alleged violations of industry standards or laws. This indemnification is in addition to Franchisee’s indemnification obligation as set forth in the FLA.

**5. Breach and Termination.** Franchisee’s breach of this Amendment will constitute a breach of the FLA; and if Franchisee is in breach, H&R Block may, at its sole discretion, terminate this Amendment separately from the FLA upon the required written notice.

**6. Governance.** If there is any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

The Parties have signed this Amendment as of the Effective Date.

**H&R BLOCK:**

H&R BLOCK TAX SERVICES LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal

**SAMPLE FORM OF GENERAL RELEASE**

***[THIS IS A SAMPLE OF A CURRENT RELEASE FORM THAT GENERALLY WILL BE USED WITH OR INCORPORATED INTO A SEPARATE AGREEMENT. THIS FORM IS SUBJECT TO CHANGE OVER TIME.]***

For and in consideration of the Agreements and covenants described below, H&R Block Tax Services LLC (“we” or “us”), \_\_\_\_\_ (“you”) and \_\_\_\_\_ (“Guarantors”) enter into this Release of Claims (“Agreement”).

**RECITALS**

- A. We and you entered into a Franchise License Agreement dated \_\_\_\_\_, \_\_\_\_\_ (the “Franchise License Agreement”).
- B. [NOTE: Describe the circumstances relating to the release.]

**AGREEMENTS**

1. **Consideration.** [NOTE: Describe the consideration paid.]
- 2-3. [NOTE: Detail other terms and conditions of the release.]
4. **Release of Claims.**

A. Definitions.

1. Franchisor Parties: We and each of our subsidiaries, corporate parents and affiliates, and their respective officers, directors, owners, stockholders, members, employees, insurers, attorneys, agents, successors, predecessors, assigns, heirs and personal representatives.

2. Franchisee Parties: You and each of the Guarantors and all persons or entities acting on their behalf or claiming under them including each of their respective past and present corporate parents, subsidiaries, affiliates, owners, heirs, executors, administrators, managers, directors, officers, employees, trustees, agents, partners, business entities, attorneys, insurers, successors and assigns.

B. The Franchisee Parties irrevocably and unconditionally waive, release and forever discharge, and covenant not to sue, the Franchisor Parties of and from any and all claims, suits, debts, liabilities, causes of action, demands, contracts, promises, obligations, losses, rights, controversies, damages, costs, expenses (including actual attorneys’ fees and costs incurred), actions and causes of action of every nature, whether known or unknown, direct or indirect, vested or contingent, at law or in equity, whether arising by statute, common law, or otherwise, including claims for negligence (collectively, “Claims”), that they may now have, or at any time heretofore had, or hereafter may have, against each or any of the Franchisor Parties arising out of or relating to any conduct, transaction, occurrence, act or omission at any time before the [Effective Date] relating to the Franchise License Agreement(s), the development or operation of the Business(s), the franchise relationship between the parties, the offer or sale of any franchise, or any agreement between any of the Franchisee Parties and any of the Franchisor Parties.

C. The Franchisee Parties specifically and expressly acknowledge and agree that the consideration accepted under this Agreement is accepted in full satisfaction of any and all injuries and/or damages that have previously arisen and which may hereafter arise respecting any of the claims being released.

D. The Franchisee Parties acknowledge that they have had a reasonable opportunity to consult with an attorney prior to signing this release and they have executed this release voluntarily. Also, the Franchisee Parties represent that they have not assigned or transferred to anyone any claims released by them under Section 4(B) above.

[E. If applicable, the following language is to be included: Claims arising from the Franchise Investment Protection Act of Washington, chapter 19.100 RCW, and any rule or order adopted thereunder, in accordance with RCW 19.100.220 are not waived.]

5. **General.** No amendment to this Agreement or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. This Agreement is governed by the laws of the State of Missouri without regard to conflicts of laws principles. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement. [NOTE: Detail other miscellaneous provisions.]

**WE:**  
H&R BLOCK TAX SERVICES LLC

**YOU:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal

**GUARANTORS:**

\_\_\_\_\_  
  
\_\_\_\_\_

**EXHIBIT H-1**

**TERM LOAN CREDIT AND SECURITY AGREEMENT**

## TERM LOAN CREDIT AND SECURITY AGREEMENT

Borrowers: [Name(s) of approved applicants]

Date: [Today's Date]

Maturity Date: [Determined by application/UW review]

Term Loan Amount: [Requested Borrowing Amount from loan terms and conditions]

IN CONSIDERATION of credit extended to us by Franchise Partner, Inc., a Nevada corporation ("Franchise Partner"), pursuant to this Term Loan Credit and Security Agreement, we hereby agree with Franchise Partner as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

"Accounts" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

"Administration Fee" has the meaning set forth in Section 4(a) of this Agreement.

"Agreement" means this Term Loan Credit and Security Agreement.

"Annual Debt Service" has the meaning set forth in Section 5(a) of this Agreement.

"Approved Location" means the premises within our franchise territory, granted under an FLA to establish an office or other outlet from which to conduct the Franchised Business.

"Average Daily Principal Balance" means the average unpaid amount of credit outstanding during a particular Monthly Billing Period, calculated as set forth in Section 3(b) of this Agreement.

"Block" means H&R Block, Inc., a Missouri corporation, or any of its subsidiaries.

"Collateral" has the meaning set forth in Section 6 of this Agreement.

"Credit Documents" means this Agreement, including all appendices hereto, and all other documents signed by us or any other party to create or evidence security for our Obligations under this Agreement.

"Daily Periodic Rate" means the rate at which the Average Daily Principal Balance accrues interest each day, calculated as set forth in Section 3(b) of this Agreement.

"Event of Default" has the meaning set forth in Section 10(a) of this Agreement.

"FLA" means a Franchise License Agreement between us and H&R Block Tax Services, or any of its affiliates.

"Franchised Business" means a retail tax preparation business operated by us as a franchisee of H&R Block Tax Services, or any of its affiliates, pursuant to one or more FLAs.

"General Intangibles" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof

"H&R Block Tax Services" means H&R Block Tax Services, LLC, a Missouri limited liability company and an affiliate of H&R Block, Inc.

"Instrument" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

"Maturity Date" means the date on which full payment for the TERM LOAN is due, as set forth above.

"Monthly Billing Period" means a period of approximately one month (or less, for any period ending on the last day of the term of this Agreement) used to calculate interest and principal. A Monthly Billing Period need not commence on the first day of a calendar month.

"Monthly Billing Statement" means a billing statement sent to us by Franchise Partner setting forth the Annual Debt Service for the applicable Monthly Billing Period.

"NSF Fee" has the meaning set forth in Section 4(b) of this Agreement.

"Obligations" means our indebtedness, obligations and liabilities of every kind, nature and description, direct or indirect, primary or secondary, secured or unsecured, joint and several, absolute or contingent, due or to become due to Franchise Partner, now existing or hereinafter incurred, regardless of how it may be evidenced.

"Payment Intangible" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

"Payments" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

"Periodic Interest" means interest on the unpaid amount of credit outstanding for any Monthly Billing Period, calculated as set forth in Section 3(d) of this Agreement.

"Prime Rate" means the prime rate of interest published in The Wall Street Journal as of the last day of each calendar month (or, if no rate was published for that day, the most recent preceding day on which the rate was published).

"Term Loan Amount" means the amount set forth in Section 2(a) of this Agreement.

"Term Loan Interest Rate" has the meaning set forth in Section 3(a) of this Agreement.

"Transaction Summary" means the summary of this transaction included as Appendix A.

"We," "us" and "our" mean any natural persons, partnership, corporation or other entity listed above or which has signed this Agreement or whose property is being used as collateral for the loan.

## **2. Loan Amount; Permitted Use of Loan Proceeds.**

(a) Subject to the terms and conditions of this Agreement, including the information in Transaction Summary, and the other Credit Documents, and in reliance upon our representations and warranties and our other commitments and Obligations in this Agreement and the other Credit Documents, Franchise Partner agrees to extend credit to us in a principal amount of **[Requested Borrowing Amount from loan terms and conditions]**. The aggregate unpaid amounts outstanding under our Term Loan (including unpaid Periodic Interest, Administration Fees, late charges and any other charges or fees) shall be subject to the terms of this Agreement.

(b) We agree to use money we borrow from Franchise Partner only in connection with our operation of the Franchised Business and will not use the proceeds from this Term Loan for personal, family or household (i.e. non-commercial) purposes.

(c) We authorize Franchise Partner to record in its books and records the date and amount of each loan; Periodic Interest, Administration Fee, late charges and any other charges or fees; each payment thereof; and the unpaid balance thereof. Those records are *prima facie* evidence of the accuracy of the information contained therein, except that the failure of Franchise Partner to record, or any error in recording, the information shall not limit, enlarge or otherwise affect our obligation to repay or pay the amounts due pursuant to this Agreement.

### 3. Interest.

(a) The unpaid balance will accrue interest from the dates on which the balance arose until we repay the amount borrowed. The interest will accrue at a **[Interest Rate (Prime & Spread)]** rate per annum equal to (the "Term Loan Interest Rate"). The Term Loan Interest Rate will not exceed the highest rate permitted by applicable law.

(b) The Average Daily Principal Balance for a particular Monthly Billing Period will be calculated by adding all the daily balances for each day in the Monthly Billing Period and dividing that amount by the number of days in the Monthly Billing Period. The daily balances are computed by taking the beginning balance of the account each day and adding any new withdrawal occurring in a day, any unpaid interest, unpaid fees, or unpaid charges and subtracting any payments or credits. The Daily Periodic Rate will be calculated by dividing the Term Loan Interest Rate by 360. The accrued interest for a Monthly Billing Period is computed at Daily Periodic Rates only to the billing date. However, it continues to accrue daily at the applicable Daily Periodic Rate until the total Term Loan balance outstanding is paid and posted to the account. Interest accrued on the unpaid balance after the billing date will appear on the next Monthly Billing Statement. Any change in the Term Loan Interest Rate derived from a change in the Prime Rate shall take effect on the first day of the first Monthly Billing Period beginning after the calendar month upon which the changed Prime Rate is based. If the Wall Street Journal ceases publication or ceases to report such a Prime Rate, then Franchise Partner shall, in its sole, reasonable discretion, select a comparable publication or other benchmark to determine the Prime Rate and provide notice thereof to us.

(c) Periodic Interest will be computed in the following manner: the Average Daily Principal Balance is multiplied by the number of days in the Monthly Billing Period computed on the basis of a 360-day year of twelve 30-day months and that product is multiplied by the Daily Periodic Rate.

### 4. Fees.

(a) We agree to pay to Franchise Partner a 2% non-refundable fee on each loan as allowed by law (the "Administration Fee").

(b) If any check tendered by us to Franchise Partner or ACH transfer made by us to Franchise Partner is dishonored for a reason not caused by Franchise Partner, we agree to pay to Franchise Partner a "NSF Fee" of \$15.00 for each check or ACH transfer that is dishonored.

### 5. Payments.

(a) We will repay this Term Loan debt by making 1 annual payment of at least **[\$Annual Payment Amount determined by amortization schedule]** each (the "Annual Debt Service") to Franchise Partner, on or before March 31 of each year, plus any final payment required in Section 5(e). The amount of the Annual Debt Service may change. Each year Franchise Partner may determine an amount that would be sufficient to repay our outstanding TERM LOAN debt by the Maturity Date at the Term Loan Interest Rate in effect as of the most recent March 30th, in substantially equal annual payments. Any changes to the required Annual Debt Service amount are at Franchise Partner's sole discretion. If Franchise Partner chooses to change the



required Annual Debt Service, Franchise Partner will notify us at least 60 days prior to the next required payment due date.

(b) If Franchise Partner has not received the full amount of any required Annual Debt Service payment by the end of thirty-one (31) calendar days after the date it was due, we will pay a late charge to Franchise Partner in an amount equal to 2% of the overdue payment. This late charge shall be in addition to any Annual Debt Service payment due at the time the late charge is assessed. Payment of this late charge shall not relieve our obligation to also pay any overdue Annual Debt Service payment nor shall it relieve our obligation to timely make Annual Debt Service payments in the future. We will pay this late charge promptly but only once for each overdue Annual Debt Service payment.

(c) We may, at any time, repay all or any portion of the unpaid amount of credit outstanding by remitting payment to Franchise Partner. We agree to send a written notice identifying our loan and specifying the amount of the repayment with the payment. We may make a full prepayment or partial prepayments without paying a prepayment charge. If we make a partial prepayment, there will be no change in the amount or the due date of the required annual payments unless Franchise Partner agrees in writing to a change.

(d) On the Maturity Date of this Agreement, we will pay in full, to Franchise Partner, the unpaid amount of credit outstanding, any unpaid Periodic Interest accrued through the most recently ended Monthly Billing Period and any unpaid fees, late charges and any other amounts we owe under the Credit Documents. Within 30 days after the earlier of the expiration or termination of this Agreement, we will pay to Franchise Partner the Periodic Interest for the last Monthly Billing Period during the term of this Agreement.

(e) Except as provided otherwise in Section 10(c), all payments we make under this Section 5 shall be applied first to unpaid Periodic Interest accrued through the most recently ended Monthly Billing Period, second to any unpaid fees or charges, and last to the unpaid amount of principal outstanding.

(f) If we make a payment of part of the amount we owe Franchise Partner and Franchise Partner accepts it, even though it is designated as full payment, we will still owe the rest of the money we should have paid.

(g) If we have a single TERM LOAN secured by more than one Approved Location or any added future Approved Locations, we must pay down a proportional amount of the Term Loan Amount, as determined by Franchise Partner, prior to selling, gifting, or otherwise alienating any Approved Location that secures the TERM LOAN. For the avoidance of doubt, this Section 5(h) only applies if we retain at least one Approved Location to secure our TERM LOAN but desire to sell, gift, or otherwise alienate others.

(h) In no event shall the interest rate or rates payable under this Agreement and the other Credit Documents, plus any other amounts paid in connection herewith or therewith, exceed the highest rate permissible under any law that any court of competent jurisdiction shall, in a final determination, deem applicable. We and Franchise Partner, in executing and delivering this Agreement and the other Credit Documents, intend legally to agree upon the rate or rates of interest and manner of payment stated herein and therein; provided, that anything contained herein to the contrary notwithstanding, if said rate or rates of interest or manner of payment exceeds the maximum amount allowable under applicable laws, then, *ipso facto*, as of the date of this Agreement, we are and shall be liable only for the payment of such maximum as allowed by law, and payment received from us in excess of such lawful maximum, whenever received, shall be applied to reduce the unpaid principal amount outstanding hereunder to the extent of such excess or returned to us if the unpaid principal amount outstanding hereunder shall have been paid in full.

6. **Security Interest.** As security for the prompt and complete payment and performance when due of all our Obligations and all renewals and extensions of any of our Obligations, we hereby grant to Franchise Partner

a security interest in our right, title and interest in the following, whether now or hereafter owned, acquired, arising, and all proceeds and products thereof:

(a) all of our right, title and interest in and to any and all franchise agreements (including without limitation any existing or future FLAs) and other agreements (including any and all amendments thereto) by and between H&R Block Tax Services, or any franchisee of H&R Block Tax Services or any successors or assigns of H&R Block Tax Services or franchisee, and us (whether now existing or hereafter entered into) pertaining to our operation of a business which provides tax return preparation and related and additional services under the name "H&R Block" or names similar thereto or derived therefrom and any and all other trade names, logos, trademarks, service marks or licensed marks: (i) owned or adopted by Block or registered by Block under appropriate service mark or trademark registration laws for use in the business of preparing income tax returns and performing related services; and (ii) licensed to us pursuant to those agreements; and

(b) all Accounts, General Intangibles, Instruments and Payment Intangibles now and/or hereafter owned or acquired and used by us in connection with the Franchised Business, including (without limitation) all ledgers, files, books, records, and accounts receivables; and

(c) all of our right, title, and interest in and to any and all commissions, fees, concessions or payments of any money due us (whether now existing or hereafter acquired), as a sales representative, financial advisor, independent contractor, licensee, business owner, franchisee, stockholder, partner, officer, director or employee with any financial services business or financial products business, with any duly licensed member of the National Association of Securities Dealers, Inc., or with any broker/dealer; and

(d) all "Goods," "Equipment," "Inventory" and "Fixtures" (as defined by the Missouri Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by us in connection with the Franchised Business, including (without limitation) all computers, printers, computer networks, telephone systems, fax machines, file cabinets, all office furniture, desks, chairs, tables, signs, panels, and calculators; and

(e) any proceeds received upon the sale, collection, or other disposition of any of the items described in (a), (b), (c) or (d) above.

The items set forth in clauses (a), (b), (c), (d) and (e) herein are both individually and collectively referred to hereinafter as the "Collateral." We agree that we may not pledge, subordinate, sell, dispose of, or otherwise encumber these items, without the express, prior written consent of Franchise Partner.

This Agreement secures future credit extended to us by Franchise Partner pursuant to the Obligations and any other obligations, loans, indebtedness or other credit incurred by us after the date hereof.

**We understand and agree that Franchise Partner has the right to levy, retain, sell, transfer or assign any property included as Collateral to satisfy all or part of our debt if we do not pay the amounts owed under this Agreement.**

**7. Representations and Warranties.** We represent and warrant to Franchise Partner as follows:

(a) We are authorized to execute, deliver and perform this Agreement, and (if we are a corporation or a limited liability company) such execution, delivery and performance are within our corporate or company powers, have been duly authorized by the requisite corporate or company action and do not violate the terms of our organizational documents. Such execution and delivery and performance do not violate any agreement or undertaking to which we are a party or by which we are bound.

(b) We are the sole owner of all right, title, and interest in and to the Collateral, having good and marketable title thereto, free and clear of any and all liens, claims or rights of others, except for the security interest granted to Franchise Partner pursuant to this Agreement and no financing statement

or lien instrument (other than which may be filed on behalf of Franchise Partner) covering any portion of the Collateral is now on file in any public office.

(c) Our principal place of business and residence are provided in the application.

(d) The financial statements and other information furnished by, or on behalf of, us for purposes of obtaining credit, are complete and correct and fairly present our financial condition as of the dates referred to therein, and the results of our operations for the periods then ended, all in accordance with generally accepted accounting principles applied on a consistent basis. Since the date thereof, there has been no material change in our property, financial condition, or business operations. No information furnished by us to Franchise Partner in connection with the negotiation, execution, or future performance of this Agreement, contains any false or misleading information or misstatement of any facts.

**8. Covenants.** We agree that:

(a) We will execute and deliver financing statements and any other documents necessary and take all other actions as requested by Franchise Partner to establish and maintain a first priority security interest in the Collateral and to obtain the full benefits of this Agreement.

(b) We will not create or permit to exist any other lien on, or encumbrance against, the Collateral.

(c) We will reimburse Franchise Partner for all expenses, including attorney's fees and legal expenses, incurred by Franchise Partner in seeking to collect or enforce the Obligations or to enforce any rights under this Agreement. We agree all such expenses will be due and part of the Obligations whether or not litigation is commenced.

(d) We will endeavor to collect all Accounts subject to this Agreement, when due, and take such action with respect thereto as Franchise Partner may request, or, in the absence of such request, as is reasonable for our business and the protection of Franchise Partner's Collateral.

(e) We will furnish to Franchise Partner such information relating to us, our account debtors and the Collateral as Franchise Partner or its agents may request, and permit Franchise Partner or its agents to visit any place where any Collateral (including, but not limited to, books and records) may be kept, and to audit, copy and make extracts therefrom, and will deliver any such books and records to Franchise Partner or its agents upon request, and will mark or stamp its records to show Franchise Partner's security interest upon request. Franchise Partner or its agents are expressly authorized to verify the accuracy of such books and records by any method Franchise Partner or its agents deem appropriate, including, but not limited to, direct contact with any and all account debtors. All of the foregoing may be accomplished as often as Franchise Partner deems appropriate.

(f) We will keep all of the Collateral at the locations set forth in the application and the books and records pertaining to the Collateral and maintain our chief executive office and chief place of business at the address set forth in the application, and shall not store any Collateral in any other places, move the books and records, nor change the location of our chief executive office and chief place of business without obtaining Franchise Partner's prior written consent.

(g) We will not sell, assign, or transfer, any part or all of the Collateral.

(h) We will, if any of the Collateral are evidenced by promissory notes, trade acceptances, or other instruments for the payment of money, immediately deliver the same to Franchise Partner appropriately endorsed to Franchise Partner's order, and regardless of the form of such endorsement, we waive, demand, presentment, notice of dishonor and all other notices with respect thereto.

(i) We will notify Franchise Partner at least thirty (30) days before we: (i) make changes to our name, trade name, or name under which we do business; or (ii) make use of any new or additional names.

(j) Franchise Partner is expressly authorized to endorse, in our names, any item that may come into Franchise Partner's possession in any manner, representing any payment on, or other proceeds of, the Collateral, and to apply the proceeds of the Collateral to our Obligations in any manner Franchise Partner determines. We hereby waive demand, presentment, notice of dishonor and all other notices with respect thereto, and this authorization will be deemed a power coupled with an interest, and irrevocable until all Obligations are paid in full.

(k) We will not compromise, adjust, discount, or factor the Collateral without Franchise Partner's prior written consent.

**9. Financial Information.** Upon request, we will promptly deliver to Franchise Partner:

(a) a completed and signed financial statement in such form as Franchise Partner may require;

(b) a copy of our federal income tax returns, including all applicable schedules, attachments and exhibits; and

(c) any other financial statement or information concerning our financial affairs which they may request from time to time.

**10. Events of Default and Remedies.**

(a) Each of the following events is an "Event of Default" (which we agree also constitutes a "material and substantial breach" of the terms of our FLA pertaining to our Franchised Business):

(i) Any failure to make a timely payment of any amount due, in the full amount due, under this Agreement.

(ii) Any failure to perform any of our agreements or covenants contained in the FLA, or any inaccuracy in or breach of any of our representations or warranties in the FLA.

(iii) Any failure to perform any of our agreements or covenants contained in this Agreement or any other Credit Document, or any inaccuracy in or breach of any of our representations or warranties in this Agreement or any other Credit Document.

(iv) The death or incapacity (as such term is defined in the FLA) of any natural person who gave Franchise Partner a security interest to secure the amounts we owe under this Agreement or any other Credit Document.

(v) Any dissolution, change in control, appointment of a receiver, insolvency, filing of bankruptcy, sale of assets or attempt to terminate any guaranty of the Obligations under this Agreement or any other Credit Document by any corporation, limited liability company, partnership or other entity that signed this Agreement or any other Credit Document.

(vi) Any garnishment, attachment, levy, execution, seizure, restraint or similar process against any Collateral.

(vii) Any entry of an injunction or other court order against us that prohibits or otherwise prevents us from conducting, transacting, or engaging in the Franchised Business including, without limitation, filing income tax returns electronically.

(viii) Any sale, disposition, assignment, gift or other transfer of any Collateral without the prior written consent of Franchise Partner.

(ix) Any termination of any independent contractor agreement or any financial products license agreement between Block, or any subsidiary or franchisee of Block, or any

successors or assigns of Block or such subsidiary or franchisee, and us, pertaining to our Franchised Business.

(x) Any event or condition which, in Franchise Partner's sole discretion, is a material adverse change in our business or financial condition, or the business or financial condition of any endorser, guarantor, or surety for our debts, or which materially and adversely affects, or reasonably could affect, the ability of any of the foregoing to perform their respective obligations to Franchise Partner.

(xi) Any written notice to us of the reasonable determination by Franchise Partner that it deems itself insecure with respect to the payment of the Obligations or with respect to any of the Collateral, including the reasons therefor.

(xii) Any termination or expiration of any FLA or other franchise agreement between us and H&R Block Tax Services, or any successor, assign, or affiliate.

(b) If an Event of Default occurs, Franchise Partner:

(i) will have the right to declare all amounts we owe under this Agreement and the other Credit Documents immediately due and payable, without presentment, demand, protest, notice of protest or dishonor or any other notice of any kind, all of which we hereby expressly waive;

(ii) will no longer be obligated to loan money to us under this Agreement or any other Credit Document;

(iii) may, in its sole and absolute discretion, exercise its rights and remedies under any of the other Credit Documents;

(iv) may, in its sole and absolute discretion, to the extent permitted by applicable law, increase the Term Loan Interest Rate, from and after the date the Event of Default occurred (before and after any judgment), by an amount equal to 4% in excess of the Term Loan Interest Rate;

(v) will have the right to notify any parties obligated on any of the Collateral, including but not limited to, account and contract debtors to make payment thereof directly to Franchise Partner, and Franchise Partner may take control of all proceeds of any of the Collateral, which rights Franchise Partner may exercise at any time whether or not we are in default. Until such time as Franchise Partner elects to exercise such rights, we are authorized to collect and enforce all such contracts and Accounts in accordance herewith. The cost of collection and enforcement, including, but not limited to, attorney's fees and expenses, if and to the extent not prohibited by applicable law, shall be borne by us whether the same incurred by Franchise Partner or us;

(vi) will be entitled to the immediate possession of the Collateral, and may require us to assemble the Collateral and records relating thereto and make them available to Franchise Partner or its agents at a place designated by Franchise Partner or its agents which is reasonably convenient to both parties, and Franchise Partner or its agents shall have the right and we do hereby authorize and empower Franchise Partner or its agents to enter upon the premises wherever the Collateral may be, in order to take possession of them;

(vii) will be entitled to receive from us on demand any and all expenses, including, without limitation, legal expenses and attorney's fees incurred or paid by Franchise Partner in protecting the Collateral or enforcing Obligations and other rights of Franchise Partner hereunder; and

(viii) Franchise Partner may take possession or payment of, endorse, collect, issue or accept, receipt for, settle, compromise, adjust, sue for possession or payment of, foreclose or

realize upon any of the Collateral consisting of Accounts, General Intangibles, Payment Intangibles, Instruments or other intangible assets, all as Franchise Partner may determine, whether or not the Obligations are then due, and for the further purpose of realizing Franchise Partner's rights therein and in furtherance of these powers, Franchise Partner may receive, open and dispose of mail addressed to us and endorse instruments, notes, checks, drafts, money orders, documents of title or other evidences of payment, shipment or storage of any form of Collateral on behalf of and in our names, and we hereby ratify and confirm any and all such actions as Franchise Partner may take pursuant hereto and waiving any claim against Franchise Partner or any of its officers or agents by reason of any of the foregoing actions except for any action taken in actual bad faith.

(c) Upon the occurrence of any Event of Default, Franchise Partner or its agents may proceed to dispose of the Collateral, in whole or in part, in any commercially reasonable manner, including, but not limited to, sale (which may be public or private, or public as to some Collateral and private as to other Collateral), for cash or credit or partly for each, after first giving notice to us in the manner hereinafter provided, and Franchise Partner may apply the proceeds of any such disposition first to costs and expenses of retaking, holding, and preparing for sale or other disposition, second to costs and expenses of the sale or other disposition (including, but not limited to, attorney's fees and expenses, if and to the extent not prohibited by applicable law), and third, to the Obligations in such order as Franchise Partner may determine until discharged in full. Franchise Partner shall have the right upon any public sale and (to the extent permitted by applicable law) any private sale, to purchase the Collateral and to make payment therefor by any means, whether by credit against the Obligations or otherwise. We agree that such purchase shall be free of, and we hereby waive and release, any right or equity of redemption we may have. Any balance of such proceeds remaining after discharge of the Obligations in full shall be distributed to such persons, including, but not limited to, us, as may be lawfully entitled thereto.

(d) If Franchise Partner disposes of any Collateral, unless the Collateral is perishable or threatens to decline speedily in value or is a type customarily sold on a recognized market, Franchise Partner will give us reasonable notice of the time and place of any public sale thereof, or the time after which any private sale or other intended disposition thereof is made. The requirement of reasonable notice shall be met if such notice is mailed, postage paid, to our principal place of business address set forth in the application at least ten (10) calendar days before the day of the public sale, with notice to the public by one publication in a local newspaper, or ten (10) days before the date after which the private sale or other intended disposition may take place.

(e) In addition, Franchise Partner shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as though fully set out herein.

(f) If Franchise Partner fails to exercise, or delays in exercising, any right, remedy, power or privilege under the Credit Documents (including the failure to charge us an amount or rate, or the correct amount or rate, we are obligated to pay under this Agreement), that failure or delay shall not operate as a waiver thereof. In addition, no single or partial exercise of any right, remedy, power or privilege under the Credit Documents shall preclude any other or future exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers, and privileges provided in the Credit Documents are cumulative and not exclusive of any rights, remedies, power, or privileges provided by law or equity.

11. **Governing Law.** Except to the extent federal law applies this Agreement and all actions, causes of action or claims of any kind (whether at law, in equity, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the other Credit Documents, or the negotiation, execution or performance of this Agreement or the other Credit Documents (including any action, cause of action, or claim of any kind based upon, arising out of or related to any representation or warranty made in, in connection with, or as an inducement to this Agreement) will be governed by and construed in accordance with, the substantive laws of the State of Missouri without reference or regard to the conflicts of law rules thereof.

12. **Severability.** Any provision of this Agreement which is in any respect invalid, prohibited, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that invalidity, prohibition, illegality, or unenforceability without invalidating the remaining provisions.

13. **Term of Agreement.**

(a) This Agreement will be in effect until all the unpaid balance, interest, fees, or other charges have been fully repaid to Franchise Partner.

(b) We acknowledge and agree Franchise Partner may, in its sole discretion, terminate this Agreement immediately, by giving us written notice thereof, if Franchise Partner reasonably determines, in good faith, the Term Loan Interest Rate in effect at the time of the determination violates applicable usury laws or similar laws governing the rate of interest it may legally charge with respect to credit extended to us under this Agreement.

In the event of termination, we will promptly pay all amounts owed under this Agreement (other than the Periodic Interest for the last Monthly Billing Period of the term of this Agreement, which we will pay pursuant to Section 5(e) of this Agreement).

14. **Notice.** Any notice from Franchise Partner to us, if mailed, shall be deemed given when mailed postage prepaid, addressed to our principal place of business set forth in the application as modified by any written notice hereinafter given by us to Franchise Partner. All notices or other communications required or permitted to be given to Franchise Partner pursuant to this Agreement shall be sent to Franchise Partner at its address set forth below or such other address as it may designate.

Email: [Franchisepartner@hrblock.com](mailto:Franchisepartner@hrblock.com)

Franchise Partner, Inc.  
One H&R Block Way  
Kansas City, MO 64105  
Facsimile: (800) 417-7098

15. **Collection Costs.** We agree to pay or reimburse Franchise Partner, upon demand, for all out-of-pocket costs and expenses to the extent permitted by law, including fees and expenses of counsel to Franchise Partner, incurred in enforcing our Obligations under this Agreement or any other Credit Document, including without limitation, in any bankruptcy proceeding.

16. **Written Consent to Obtain Credit Bureau Reports.** As long as there remains outstanding any Obligation under this Agreement or any other Credit Document, we consent to and direct that Franchise Partner obtain any credit bureau reports, credit scores, or other relevant financial information on us at any time, for any purpose.

17. **Disclosure of Information.** We consent to the disclosure of information by Franchise Partner to any employee, officer, contractor, representative, third party service provider, or agent of Block and any of its affiliates regarding this Agreement and related documents and Collateral. Such disclosure may include, but not be limited to, credit bureau, income tax or financial information, our payment history, or any other information that Franchise Partner deems appropriate for disclosure as determined in its sole discretion.

18. **Assignment.** Franchise Partner may transfer its rights and obligations under this Agreement and the other Credit Documents to anyone it chooses. We cannot transfer our rights and obligations under this Agreement or any other Credit Document to anyone unless agreed to in writing by Franchise Partner.

19. **Entire Agreement; Amendments and Waivers.** This Agreement is the complete and exclusive statement of the entire agreement and understanding between Franchise Partner and us, and there are no agreements, understandings, covenants, representations or warranties between Franchise Partner and us other than those set forth herein. Neither this Agreement or any of the other Credit Documents nor any terms thereof may be changed, waived, discharged, or terminated except in a writing signed by Franchise Partner and us. No mistake or error in any Monthly Billing Statement will constitute a change, waiver, discharge, or termination under

this Agreement. This Agreement supersedes all prior agreements and understandings (written or oral) between Franchise Partner and us regarding the subject matter of this Agreement.

**20. Litigation; Waiver of Trial by Jury.** To induce Franchise Partner to accept this Agreement and all other Credit Documents, we hereby irrevocably agree that, subject to Franchise Partner's sole and absolute election, all actions or proceedings in any way, manner or respect arising out of or from this Agreement or the Credit Documents or any security interests in Collateral held by Franchise Partner in connection herewith or therewith shall be litigated only in courts having situs within the State of Missouri. We hereby consent and submit to the jurisdiction of any local, state, or federal court located in said jurisdiction. We hereby waive any right we may have to transfer or change the venue of any litigation brought in accordance with this Section. IN THE EVENT OF ANY LITIGATION WITH RESPECT TO ANY MATTER CONNECTED WITH THIS AGREEMENT OR THE OTHER CREDIT DOCUMENTS, WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

#### **NOTICE TO CALIFORNIA BORROWERS**

Franchise Partner, Inc. is a licensed California Finance Lender (License No. 6031805).

#### **NOTICE TO NORTH DAKOTA BORROWERS**

MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 2000 SCHAFER STREET, SUITE G, BISMARCK, NORTH DAKOTA 58501-1204. THE DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OR OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.

#### **NOTICE TO SOUTH DAKOTA BORROWERS**

Franchise Partner, Inc. is licensed by the South Dakota Division of Banking as a Money Lender. Any improprieties in making this loan or in Franchise Partner's loan practices may be directed to the South Dakota Division of Banking at:

Division of Banking  
South Dakota Department of Labor and Regulation  
1601 N. Harrison Avenue, Suite 1  
Pierre, SD 57501  
Phone: 605-773-3421

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of [today's date]

FRANCHISE PARTNER, INC.

BORROWERS

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Colby Brown, Treasurer

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Borrower Name	Date
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Co-App Name	Date
-------------	------

ENTITY NAME

Borrower Name, Title	Date
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**EXHIBIT H-2**

**SHORT-TERM LOAN CREDIT AND SECURITY AGREEMENT**

## SHORT-TERM LOAN CREDIT AND SECURITY AGREEMENT

Borrowers: [Name(s) of approved applicants]  
Date: [Today's Date]  
Maturity Date: [Determined by application/UW review]  
Term Loan Amount: [\$Requested Borrowing Amount from loan terms and conditions]

IN CONSIDERATION of credit extended to us by Franchise Partner, Inc., a Nevada corporation ("Franchise Partner"), pursuant to this Short-Term Loan Credit and Security Agreement ("STL"), we hereby agree with Franchise Partner as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

"Accounts" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

"Administration Fee" has the meaning set forth in Section 4(a) of this Agreement.

"Agreement" means this Short-Term Loan Credit and Security Agreement.

"Approved Location" means the premises within the Borrower's franchise territory, granted under an FLA to establish an office or other outlet from which to conduct the Franchised Business.

"Credit Documents" means this Agreement, the Promissory Note, the Transaction Summary and all other documents signed by us or any other party to create or evidence security for our obligations under this Agreement.

"Collateral" has the meaning set forth in Section 8 of this Agreement.

"Draw" means a borrowing by us against our STL.

"Effective Date" shall mean the date written on the signature page to this Agreement.

"Event of Default" has the meaning set forth in Section 12(a) of this Agreement.

"FLA" means a Franchise License Agreement between a franchisee and H&R Block Tax Services, or any of its affiliates.

"Franchise Business" means a retail tax preparation business operated by a franchisee of H&R Block Tax Services, or any of its affiliates, pursuant to one or more FLAs.

"General Intangibles" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

"HRB Innovations" means H&R Block Innovations, Inc., a Delaware corporation with its principal place of business in Nevada. HRB Innovations is an affiliate of Franchise Partner.

"H&R Block Tax Services" means H&R Block Tax Services LLC, a Missouri limited liability company and affiliate of Franchise Partner.

“Instrument” has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

“Loan Amount” means the amount set forth in Section 2(a) of this Agreement.

“Loan Interest Rate” has the meaning set forth in Section 3(a) of this Agreement.

“Maturity Date” means [Maturity Date] which is the date on which full payment for the STL is due, as set forth in the Transaction Summary.

“NSF Fee” has the meaning set forth in Section 4(b) of this Agreement.

“Obligations” has the meaning set forth in Section 8 of this Agreement.

“Payment Intangible” has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

“Prime Rate” means the prime rate of interest published in The Wall Street Journal as of the last day of each calendar month (or, if no rate was published for that day, the most recent preceding day on which the rate was published).

“Promissory Note” has the meaning set forth in Section 7(a) of this Agreement.

“STL” means this Short-Term Loan.

“Transaction Summary” has the meaning set forth in Appendix A.

“We,” “us” and “our” mean any natural persons, partnership, corporation or other entity listed above or which has signed this Agreement.

## **2. Loan Amount; Permitted Use of Loan Proceeds.**

(a) Subject to the terms and conditions of this Agreement and the other Credit Documents, and in reliance upon our representations and warranties and our other commitments and obligations in this Agreement and the other Credit Documents, Franchise Partner agrees to extend credit to us in a principal amount of up to [\$Requested Borrowing Amount from loan terms and conditions] (the “Loan Amount”). The aggregate unpaid amounts outstanding under our STL (including unpaid interest, Administration Fees, late charges and any other charges or fees) shall be subject to the terms of this Agreement. Amounts borrowed under the STL may be repaid prior to the Maturity Date without penalty and may be re-borrowed subject to the terms hereof so long as the total principal balance outstanding under this STL at any one time does not exceed the Loan Amount.

(b) We agree to use money we borrow from Franchise Partner only in connection with our operation of the Franchise Business. The proceeds from this STL will not be used for personal, family or household (i.e. non-commercial) purposes.

(c) We authorize Franchise Partner to record in its books and records the date and amount of each loan; interest, Administration Fee, late charges and any other charges or fees; each payment thereof; and the unpaid balance thereof. Those records are *prima facie* evidence of the accuracy of the information contained therein, except that the failure of Franchise Partner to record, or any error in recording, the information shall not limit, enlarge or otherwise affect our obligation to repay or pay the amounts due pursuant to this Agreement.

## **3. Interest.**

(a) The unpaid balance will accrue interest from the dates on which the balance arose until we repay the amount borrowed. The interest will accrue at a variable rate per annum equal to the [Interest Rate (Prime & Spread%)], adjusted monthly (the “Loan Interest Rate”). The Loan Interest Rate will not exceed the highest rate permitted by applicable law.

(b) Interest on the unpaid amount of Draws outstanding shall be calculated from the Effective Date through to the date in which all amounts due under this STL are paid in full.

(c) Any change in the Loan Interest Rate derived from a change in the Prime Rate shall take effect on the first day of each calendar month beginning after the calendar month upon which the changed Prime Rate is based. If the Wall Street Journal ceases publication or ceases to report such a Prime Rate, then Franchise Partner shall, in its sole, reasonable discretion, select a comparable publication or other benchmark to determine the Prime Rate and provide notice thereof to us.

#### 4. Fees.

(a) A one-time, non-refundable fee of \$200 shall be earned by Franchise Partner when this Agreement for the STL has been executed (the "Administration Fee"). Franchise Partner will automatically assess the Administration Fee on the first billing cycle after your STL is approved. For example, if your STL is approved on September 1, the Administration Fee will be assessed on September 5; if your STL is approved on October 15, the Administration Fee will be assessed on November 5. You will have until the Maturity Date to pay the Administration Fee.

(b) If any check tendered by us to Franchise Partner or ACH transfer made by us to Franchise Partner is dishonored for a reason not caused by Franchise Partner, we agree to pay to Franchise Partner a "NSF Fee" of \$15.00 for each check or ACH transfer that is dishonored.

(c) We agree that if the balance is not paid in full by five (5) calendar days past the maturity date, we will incur an additional 2% penalty on our total outstanding balance. For example, if the maturity date is April 30<sup>th</sup>, any outstanding balance as of May 6<sup>th</sup> will be charged a late penalty of 2%.

#### 5. Manner of Borrowing.

(a) We may make Draws by a completed and signed request for such Draw to Franchise Partner from time to time, in form and substance acceptable to Franchise Partner, in Franchise Partner's sole and absolute discretion or by other methods established by Franchise Partner from time to time up to and not to exceed the Term Loan Amount. We acknowledge that all Draw requests must be submitted on or before **March 31, 2024** and that any Draw requests submitted after that date will not be processed.

(b) **If our Franchise Business operates in California, we agree that each Draw must be greater than or equal to five thousand dollars (\$5,000.00) unless the remaining undrawn portion of the Loan Amount is less than five thousand dollars (\$5,000.00), in which case the remaining undrawn portion of the Loan Amount can be drawn.**

(c) We acknowledge Franchise Partner may, without liability to us, reject, cancel or delay in processing any Draw or an order therefor if Franchise Partner:

(i) is prohibited from accepting the order or processing the Draw by an order of any court or other applicable law, or

(ii) determines, in good faith, that the Draw would cause the unpaid amount of Draws outstanding to exceed the Term Loan Amount of our STL, or

(iii) determines, in good faith, an Event of Default under this Agreement has occurred and continues as of the date of the order or processing.

#### 6. Payments.

(a) We shall repay to Franchise Partner on the Maturity Date, unless accelerated sooner pursuant to Section 12, the entire outstanding principal balance of the STL together with accrued but unpaid interest including interest and any unpaid fees, late charges and all other sums with respect thereto. All payments under this Agreement shall be applied first to accrued interest, fees, costs and expenses then due and the remainder to principal.

(b) We may, at any time, repay all or any portion of the unpaid amount of credit outstanding by remitting payment to Franchise Partner. We agree to send a written notice identifying our loan and specifying the amount of the repayment with the payment. We may make a full prepayment or partial prepayments without paying a prepayment charge.

(c) Each person or entity signing this Agreement is jointly and severally obligated to repay all amounts owed under this Agreement. If we make a payment of part of the amount we owe Franchise Partner and Franchise Partner accepts it, even though it is designated as full payment, we will still owe the rest of the money we should have paid.

(d) If we have a single STL secured by more than one Approved Location or any added future Approved Locations, we must pay down a proportional amount of the Term Loan Amount, as determined by Franchise Partner, prior to selling, gifting, or otherwise alienating any Approved Location that secures the STL. For the avoidance of doubt, this Section 6(d) only applies if we retain at least one Approved Location to secure our STL but desire to sell, gift, or otherwise alienate others.

(e) In no event shall the interest rate or rates payable under this Agreement and the other Credit Documents, plus any other amounts paid in connection herewith or therewith, exceed the highest rate permissible under any law that any court of competent jurisdiction shall, in a final determination, deem applicable. We and Franchise Partner, in executing and delivering this Agreement and the other Credit Documents, intend legally to agree upon the rate or rates of interest and manner of payment stated herein and therein; provided, that anything contained herein to the contrary notwithstanding, if said rate or rates of interest or manner of payment exceeds the maximum amount allowable under applicable laws, then, *ipso facto*, as of the date of this Agreement, we are and shall be liable only for the payment of such maximum as allowed by law, and payment received from us in excess of such lawful maximum, whenever received, shall be applied to reduce the unpaid principal amount outstanding hereunder to the extent of such excess or returned to us if the unpaid principal amount outstanding hereunder shall have been paid in full.

## **7. STL Promissory Note.**

(a) The loans made by Franchise Partner to us under this Agreement shall be evidenced by a promissory note, substantially in the form of Exhibit A (the "Promissory Note"), payable to the order of Franchise Partner, representing our obligation to pay the unpaid amount of Draws outstanding, with interest thereon at the Loan Interest Rate as herein provided.

(b) We authorize Franchise Partner to record in its books and records the date and amount of each Draw; interest, late charges and other charges; each payment thereof; and the unpaid balance thereof. Those records shall constitute *prima facie* evidence of the accuracy of the information contained therein, except that the failure of Franchise Partner to record, or any error in recording, the information shall not limit, enlarge or otherwise affect our obligation to repay or pay the amounts due pursuant to this Agreement.

**8. Security Interest.** As security for the prompt and complete payment and performance when due of all our indebtedness, obligations and liabilities of every kind, nature and description, direct or indirect, primary or secondary, secured or unsecured, joint and several, absolute or contingent, due or to become due to Franchise Partner, now existing or hereinafter incurred, regardless of how it may be evidenced ("Obligations") and all renewals and extensions of any of the foregoing, we hereby grant to Franchise Partner a security interest in our right, title and interest in the following, whether now or hereafter owned, acquired, arising, and all proceeds and products thereof:

(a) all of our right, title and interest in and to any and all franchise agreements (including without limitation any existing or future FLAs) and other agreements (including any and all amendments thereto) by and between H&R Block Tax Services, or any franchisee of H&R Block Tax Services or any successors or assigns of H&R Block Tax Services or franchisee, and us (whether now existing or hereafter entered into) pertaining to our operation of a business which provides tax return preparation and related and additional services under the name "H&R Block" or names similar thereto or derived therefrom and any and all other trade names, logos, trademarks, service marks or licensed marks: (i) owned or adopted by HRB Innovations, or registered by HRB Innovations, under appropriate service mark or trademark registration laws for use in the business of preparing income tax returns and performing related services; and (ii) licensed to us pursuant to those agreements; and

(b) all Accounts, General Intangibles, Instruments and Payment Intangibles now and/or hereafter owned or acquired and used by us in connection with the Franchised Business, including (without limitation) all ledgers, files, books, records, and accounts receivables; and

(c) all of our right, title, and interest in and to any and all commissions, fees, concessions or payments of any money due us (whether now existing or hereafter acquired), as a sales representative, financial advisor, independent contractor, licensee, business owner, franchisee, stockholder, partner, officer, director or employee

with any financial services business or financial products business, with any duly licensed member of the National Association of Securities Dealers, Inc., or with any broker/dealer; and

(d) all "Goods," "Equipment", "Inventory" and "Fixtures" (as defined by the Missouri Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by us in connection with the Franchised Business, including (without limitation) all computers, printers, computer networks, telephone systems, fax machines, file cabinets, all office furniture, desks, chairs, tables, signs, panels, and calculators; and

(e) any proceeds received upon the sale, collection, or other disposition of any of the items described in (a), (b), (c) or (d) above.

The items set forth in clauses (a), (b), (c), (d) and (e) of this Section Eight (8) are both individually and collectively referred to hereinafter as the "Collateral." We agree that we may not pledge, subordinate, sell, dispose of, or otherwise encumber these items, without the express, prior written consent of Franchise Partner.

This Agreement secures future credit extended to us by Franchise Partner pursuant to the Obligations and any other obligations, loans, indebtedness or other credit incurred by us after the date hereof.

**We understand and agree that Franchise Partner has the right to levy, retain, sell, transfer or assign any property included as Collateral to satisfy all or part of our debt if we do not pay the amounts owed under this Agreement.**

**9. Representations and Warranties.** We represent and warrant to Franchise Partner as follows:

(a) We are authorized to execute, deliver and perform this Agreement, and (if we are a corporation or a limited liability company) such execution, delivery and performance are within our corporate or company powers, have been duly authorized by the requisite corporate or company action and do not violate the terms of our organizational documents. Such execution and delivery and performance do not violate any agreement or undertaking to which we are a party or by which we are bound.

(b) We are the sole owner of all right, title and interest in and to the Collateral, having good and marketable title thereto, free and clear of any and all liens, claims or rights of others, except for the security interest granted to Franchise Partner pursuant to this Agreement and no financing statement or lien instrument (other than which may be filed on behalf of Franchise Partner) covering any portion of the Collateral is now on file in any public office.

(c) Our principal place of business and residence are provided in the application.

(d) The financial statements and other information furnished by, or on behalf of, us for purposes of obtaining credit, are complete and correct and fairly present our financial condition as of the dates referred to therein, and the results of our operations for the periods then ended, all in accordance with generally accepted accounting principles applied on a consistent basis. Since the date thereof, there has been no material change in our property, financial condition, or business operations. No information furnished by us to Franchise Partner in connection with the negotiation, execution, or future performance of this Agreement, contains any false or misleading information or misstatement of any facts.

**10. Covenants.** We agree that:

(a) We will execute and deliver financing statements and any other documents necessary and take all other actions as requested by Franchise Partner to establish and maintain a first priority security interest in the Collateral and to obtain the full benefits of this Agreement.

(b) We will not create or permit to exist any other lien on, or encumbrance against, the Collateral.

(c) We will reimburse Franchise Partner for all expenses, including attorney's fees and legal expenses, incurred by Franchise Partner in seeking to collect or enforce the Obligations or to enforce any rights under this Agreement. We agree all such expenses will be due and part of the Obligations whether or not litigation is commenced.

(d) We will furnish to Franchise Partner such information relating to us, our account debtors and the Collateral as Franchise Partner or its agents may request, and permit Franchise Partner or its agents to visit any place where any Collateral (including, but not limited to, books and records) may be kept, and to audit, copy and make extracts therefrom, and will deliver any such books and records to Franchise Partner or its agents upon request, and will mark or stamp its records to show Franchise Partner's security interest upon request. Franchise Partner or its agents are expressly authorized to verify the accuracy of such books and records by any method Franchise Partner or its agents deem appropriate, including, but not limited to, direct contact with any and all account debtors. All of the foregoing may be accomplished as often as Franchise Partner deems appropriate.

(e) We will keep all of the Collateral at the locations set forth in the application and the books and records pertaining to the Collateral and maintain our chief executive office and chief place of business at the address set forth in the application, and shall not store any Collateral in any other places, move the books and records, nor change the location of our chief executive office and chief place of business without obtaining Franchise Partner's prior written consent.

(f) We will not sell, assign or transfer, any part or all of the Collateral.

(g) We will notify Franchise Partner at least thirty (30) days before we: (i) make changes to our name, trade name or name under which we do business; or (ii) make use of any new or additional names.

(h) Franchise Partner is expressly authorized to endorse, in our names, any item that may come into Franchise Partner's possession in any manner, representing any payment on, or other proceeds of, the Collateral, and to apply the proceeds of the Collateral to our Obligations in any manner Franchise Partner determines. We hereby waive demand, presentment, notice of dishonor and all other notices with respect thereto, and this authorization will be deemed a power coupled with an interest, and irrevocable until all Obligations are paid in full.

**11. Financial Information.** Upon request, we will promptly deliver to Franchise Partner:

(a) a completed and signed financial statement in such form as Franchise Partner may require;

(b) a copy of our federal income tax returns, including all applicable schedules, attachments and exhibits; and

(c) any other financial statement or information concerning our financial affairs which Franchise Partner may request from time to time.

**12. Events of Default and Remedies.**

(a) Each of the following events is an "Event of Default" (which we agree also constitutes a "material and substantial breach" of the terms of our FLA pertaining to our Franchise Business):

(i) Any failure to make a timely payment of any amount due, in the full amount due, under this Agreement.

(ii) Any failure to perform any of our agreements or covenants contained in the FLA, or any inaccuracy in or breach of any of our representations or warranties in the FLA.

(iii) Any failure to perform any of our agreements or covenants contained in this Agreement or any other Credit Document, or any inaccuracy in or breach of any of our representations or warranties in this Agreement or any other Credit Document.

(iv) The death or incapacity of any natural person who gave Franchise Partner a security interest to secure the amounts we owe under this Agreement or any other Credit Document.

(v) Any dissolution, change in control, appointment of a receiver, insolvency, filing of bankruptcy, sale of assets or attempt to terminate any guaranty of the obligations under this Agreement or any other Credit Document by any corporation, limited liability company, partnership or other entity that signed this Agreement or any other Credit Document.

(vi) Any garnishment, attachment, levy, execution, seizure, restraint or similar process against any Collateral.



(vii) Any entry of an injunction or other court order against us that prohibits or otherwise prevents us from conducting, transacting or engaging in the Franchise Business including, without limitation, filing income tax returns electronically.

(viii) Any sale, disposition, assignment, gift or other transfer of any Collateral without the prior written consent of Franchise Partner.

(ix) Any termination of any independent contractor agreement or any financial products license agreement between H&R Block Tax Services, or any of its affiliates, subsidiaries, parents, or franchisees, or any of its successors or assigns, pertaining to our Franchise Business.

(x) Any event or condition which, in Franchise Partner's sole discretion, is a material adverse change in our business or financial condition, or the business or financial condition of any endorser, guarantor or surety for our debts, or which materially and adversely affects, or reasonably could affect, the ability of any of the foregoing to perform their respective obligations to Franchise Partner.

(xi) Any written notice to us of the reasonable determination by Franchise Partner that it deems itself insecure with respect to the payment of the Obligations or with respect to any of the Collateral, including the reasons therefor;

(xii) Any termination or expiration of any FLA or other franchise agreement between us and H&R Block Tax Services.

(b) If an Event of Default occurs, Franchise Partner:

(i) will have the right to declare all amounts we owe under this Agreement and the other Credit Documents immediately due and payable, without presentment, demand, protest, notice of protest or dishonor or any other notice of any kind, all of which we hereby expressly waive;

(ii) will no longer be obligated to loan money to us under this Agreement or any other Credit Document;

(iii) may, in its sole and absolute discretion, exercise its rights and remedies under any of the other Credit Documents;

(iv) may, in its sole and absolute discretion, to the extent permitted by applicable law, increase the Loan Interest Rate, from and after the date the Event of Default occurred (before and after any judgment), by an amount equal to 4% in excess of the Loan Interest Rate;

(v) may, in its sole and absolute discretion, recommend to H&R Block Tax Services that it terminate the FLA in accord with the terms of the FLA;

(vi) will be entitled to the immediate possession of the Collateral, and may require us to assemble the Collateral and records relating thereto and make them available to Franchise Partner or its agents at a place designated by Franchise Partner or its agents which is reasonably convenient to both parties, and Franchise Partner or its agents shall have the right and we do hereby authorize and empower Franchise Partner or its agents to enter upon the premises wherever the Collateral may be, in order to take possession of them; and

(vii) will be entitled to receive from us on demand any and all expenses, including, without limitation, legal expenses and attorney's fees incurred or paid by Franchise Partner in protecting the Collateral or enforcing Obligations and other rights of Franchise Partner hereunder.

(c) Upon the occurrence of any Event of Default, Franchise Partner or its agents may proceed to dispose of the Collateral, in whole or in part, in any commercially reasonable manner, including, but not limited to, sale (which may be public or private, or public as to some Collateral and private as to other Collateral), for cash or credit or partly for each, after first giving notice to us in the manner hereinafter provided, and Franchise Partner may apply the proceeds of any such disposition first to costs and expenses of retaking, holding and preparing for sale or other disposition, second to costs and expenses of the sale or other disposition (including, but not limited to, attorney's fees and expenses, if and to the extent not prohibited by applicable law), and third, to the Obligations in

such order as Franchise Partner may determine until discharged in full. Franchise Partner shall have the right upon any public sale and (to the extent permitted by applicable law) any private sale, to purchase the Collateral and to make payment therefor by any means, whether by credit against the Obligations or otherwise. We agree that such purchase shall be free of, and we hereby waive and release, any right or equity of redemption we may have. Any balance of such proceeds remaining after discharge of the Obligations in full shall be distributed to such persons, including, but not limited to, us, as may be lawfully entitled thereto.

(d) If Franchise Partner disposes of any Collateral, unless the Collateral is perishable or threatens to decline speedily in value or is a type customarily sold on a recognized market, Franchise Partner will give us reasonable notice of the time and place of any public sale thereof, or the time after which any private sale or other intended disposition thereof is made. The requirement of reasonable notice shall be met if such notice is mailed, postage paid, to our principal place of business address set forth in the application at least ten (10) calendar days before the day of the public sale, with notice to the public by one publication in a local newspaper, or ten (10) days before the date after which the private sale or other intended disposition may take place.

(e) In addition, Franchise Partner shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as though fully set out herein.

(f) If Franchise Partner fails to exercise, or delays in exercising, any right, remedy, power or privilege under the Credit Documents (including the failure to charge us an amount or rate, or the correct amount or rate, we are obligated to pay under this Agreement), that failure or delay shall not operate as a waiver thereof. In addition, no single or partial exercise of any right, remedy, power or privilege under the Credit Documents shall preclude any other or future exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided in the Credit Documents are cumulative and not exclusive of any rights, remedies, power or privileges provided by law or equity.

**13. Governing Law.** Except to the extent federal law applies this Agreement and all actions, causes of action or claims of any kind (whether at law, in equity, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the other Credit Documents, or the negotiation, execution or performance of this Agreement or the other Credit Documents (including any action, cause of action, or claim of any kind based upon, arising out of or related to any representation or warranty made in, in connection with, or as an inducement to this Agreement) will be governed by and construed in accordance with, the substantive laws of the State of Missouri without reference or regard to the conflicts of law rules thereof.

**14. Severability.** Any provision of this Agreement which is in any respect invalid, prohibited, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that invalidity, prohibition, illegality or unenforceability without invalidating the remaining provisions.

## **15. Term of Agreement.**

(a) This Agreement will be in effect until the Maturity Date and all the unpaid balance, interest, fees, or other charges have been fully repaid to Franchise Partner.

(b) We acknowledge and agree Franchise Partner may, in its sole discretion, terminate this Agreement immediately, by giving us written notice thereof, if Franchise Partner reasonably determines, in good faith, the Loan Interest Rate in effect at the time of the determination violates applicable usury laws or similar laws governing the rate of interest it may legally charge with respect to credit extended to us under this Agreement.

In the event of termination, we will promptly pay all amounts owed under this Agreement.

**16. Notice.** Any notice from Franchise Partner to us, if mailed, shall be deemed given when mailed postage prepaid, addressed to our principal place of business set forth in the application as modified by any written notice hereinafter given by us to Franchise Partner. All notices or other communications required or permitted to be given to Franchise Partner pursuant to this Agreement shall be sent to Franchise Partner at its address set forth below or such other address as it may designate.

Email: Franchisepartner@hrblock.com

Franchise Partner, Inc.  
One H&R Block Way  
Kansas City, MO 64105  
Facsimile: (800) 417-7098

**17. Collection Costs.** We agree to pay or reimburse Franchise Partner or its affiliate, upon demand, for all out-of-pocket costs and expenses to the extent permitted by law, including fees and expenses of counsel to Franchise Partner or its affiliate, incurred in enforcing our obligations under this Agreement or any other Credit Document, including without limitation, in any bankruptcy proceeding.

**18. Written Consent to Obtain Credit Bureau Reports.** As long as there remains outstanding any debt or obligation under this Agreement or any other Credit Document, we consent to and direct that Franchise Partner obtain any credit bureau reports, credit scores or other relevant financial information on us at any time, for any purpose.

**19. Disclosure of Information.** We consent to the disclosure of information by Franchise Partner to any employee, officer, contractor, representative, third party service provider, or agent of H&R Block Tax Services and any of its affiliates regarding this Agreement and related documents and Collateral. Such disclosure may include, but not be limited to, credit bureau, income tax or financial information, our payment history, or any other information that Franchise Partner deems appropriate for disclosure as determined in its sole discretion.

**20. Assignment.** Franchise Partner may transfer its rights and obligations under this Agreement and the other Credit Documents to anyone it chooses. We cannot transfer our rights and obligations under this Agreement or any other Credit Document to anyone unless agreed to in writing by Franchise Partner.

**21. Entire Agreement; Amendments and Waivers.** This Agreement is the complete and exclusive statement of the entire agreement and understanding between Franchise Partner and us, and there are no agreements, understandings, covenants, representations or warranties between Franchise Partner and us other than those set forth herein. Neither this Agreement or any of the other Credit Documents nor any terms thereof may be changed, waived, discharged or terminated except in a writing signed by Franchise Partner and us. This Agreement supersedes all prior agreements and understandings (written or oral) between Franchise Partner and us regarding the subject matter of this Agreement.

**22. Litigation; Waiver of Trial by Jury.** To induce Franchise Partner to accept this Agreement and all other Credit Documents, we hereby irrevocably agree that, subject to Franchise Partner's sole and absolute election, all actions or proceedings in any way, manner or respect arising out of or from this Agreement or the Credit Documents or any security interests in Collateral held by Franchise Partner in connection herewith or therewith shall be litigated only in courts having situs within the State of Missouri. We hereby consent and submit to the jurisdiction of any local, state or federal court located in said jurisdiction. We hereby waive any right we may have to transfer or change the venue of any litigation brought in accordance with this Section. IN THE EVENT OF ANY LITIGATION WITH RESPECT TO ANY MATTER CONNECTED WITH THIS AGREEMENT OR THE OTHER CREDIT DOCUMENTS, WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

**23. Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

#### **NOTICE TO CALIFORNIA BORROWERS**

Franchise Partner, Inc. is a licensed California Finance Lender (License No. 6031805).

#### **NOTICE TO NORTH DAKOTA BORROWERS**

MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 2000 SCHAFER STREET, SUITE G, BISMARCK, NORTH DAKOTA 58501-1204. THE DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OR OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.

#### **NOTICE TO SOUTH DAKOTA BORROWERS**

Franchise Partner, Inc. is licensed by the South Dakota Division of Banking as a Money Lender. Any improprieties in making this loan or in Franchise Partner's loan practices may be directed to the South Dakota Division of Banking at:

Division of Banking  
South Dakota Department of Labor and Regulation  
1601 N. Harrison Avenue, Suite 1  
Pierre, SD 57501  
Phone: 605-773-3421

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of [today's date]

FRANCHISE PARTNER, INC.

BORROWERS

\_\_\_\_\_  
Colby Brown, Treasurer

\_\_\_\_\_  
Borrower Name                      Date

\_\_\_\_\_  
Co-App Name                      Date

\_\_\_\_\_  
ENTITY NAME

\_\_\_\_\_  
Borrower Name, Title                      Date

Exhibit A

**SHORT-TERM LOAN  
PROMISSORY NOTE**

**[\$Requested Credit Limit from loan terms and conditions]**

Franchise Partner, Inc.  
Short-Term Loan  
1 H&R Block Way  
(13th and Main St.)  
Kansas City, Missouri 64105

**[Today's Date]**

FOR VALUE RECEIVED, the undersigned ("Borrower") hereby promises (jointly and severally, to the extent more than one person signs this Promissory Note) to pay to the order of Franchise Partner, Inc., a Nevada corporation ("Lender"), at the office of Lender set forth above, or another place as Lender may direct, on **[Maturity Date]** in accordance with the provisions of that certain Short-Term Loan Credit and Security Agreement dated as of **[Today's Date]** by and between Lender and the undersigned, as amended, supplemented or modified from time to time (the "Agreement"), in lawful money of the United States of America, the principal sum of **[Requested Credit Limit from loan terms and conditions (in dollars)]** (**[\$Requested Credit Limit from loan terms and conditions]**) or, if less, the aggregate unpaid amount of Draws made by the undersigned pursuant to the Agreement. All capitalized terms used herein and not otherwise specifically defined herein shall have the meanings as defined in the Agreement.

Borrower further agrees to pay interest from time to time at Lender's office in like money, on the aggregate unpaid amount of Draws owing hereunder from time to time from the date hereof at the rates specified in Section 3 of the Agreement and payable as set forth in Section 6 of the Agreement. Interest shall also be payable on any overdue payment of unpaid Draws outstanding and (to the extent permitted by law) interest, administration fees and late charges as set forth in the Agreement.

If not sooner paid, the principal sum due and owing hereunder together with interest accrued thereon and all other amounts owing under the Agreement but not previously paid shall be due and payable on **[Maturity Date]**. Upon the occurrence of any Event of Default specified in the Agreement, all amounts then remaining unpaid on this Promissory Note may be declared to be, or shall be, immediately due and payable as provided in the Agreement without presentment, demand, protest or other notice of any kind, all of which Borrower expressly waives.

The acceptance by Lender of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights or remedies at that time, or nullify any prior exercise of any such rights or remedies without the express written consent of Lender. No waiver of any of Lender's rights shall be effective unless in writing, and any waiver of any default or any instance of non-compliance shall be limited to its express terms and shall not extend to any other default or instance of non-compliance.

To the extent permitted by law, but subject to the remaining terms of this Promissory Note, each obligor on this Promissory Note whether a Borrower, maker, accommodation maker, guarantor, or endorser hereby (a) waives notice of delinquency, notice of default, notice of intent to accelerate, notice of acceleration, demand for payment, presentment for payment, notice of protest, protest, notice of nonpayment, and notice of dishonor and all other notices in connection with the delivery, acceptance, performance, default or enforcement of payment of this Promissory Note, (b) agrees that any extension of time for the payment of this Promissory Note shall not release or reduce the liability of any obligor, and further waives all notice of each such extension, (c) waives the benefits of any statutory or common law provision limiting the liability of, or requiring the discharge or exoneration of, a guarantor or surety, and all benefits, claims, rights and defenses based on the law of suretyship or impairment of collateral, including any benefits, claims, rights or defenses any obligor may have pursuant to provisions of any state or federal laws, (d) waives the benefits of any statutory or common law provision that releases, discharges,

or limits the liability of a remaining obligor following the release of a co-obligor, (e) waives any homestead or exemption laws and any rights thereunder with respect to any collateral taken as security for repayment of this Promissory Note, (f) waives the benefits of any legal or equitable doctrine or principle of marshalling, (g) waives the benefits of any statutory or common law provision limiting the right of Lender to recover a deficiency judgment or otherwise proceed against any obligor after the foreclosure, sale or other disposition of any security for this Promissory Note, and (h) agrees that none of the following shall release or reduce the liability of any obligor in any manner whatsoever: (i) the release of any one or more of the obligors or any settlement or compromise with any one or more of the obligors with respect to this Promissory Note, any security instrument or any of the other Credit Documents, (ii) the taking or compromise, modification, substitution, exchange, impairment, waiver, release or surrender of any collateral or security instrument taken as security for this Promissory Note or for performance under any security instrument or any of the other Credit Documents, or (iii) the amendment, modification, extension, renewal, increase, or consolidation of this Promissory Note, any security instrument or any of the other Credit Document, and each obligor waives notice of each such release, settlement, compromise, taking, substitution, exchange, impairment, waiver, surrender, amendment, modification, extension, renewal, increase, or consolidation. Lender may delay or forego enforcing any of its rights or remedies under this Promissory Note without being deemed to have waived or forfeited such rights.

We hereby authorize Lender, or any agent of Lender, to record in its books and records the date and amount of each Draw; interest, administration fees, late charges and other charges; each payment thereof; and the unpaid balance thereof. Those records shall constitute *prima facie* evidence of the accuracy of the information contained therein, except the failure of Lender, or any agent of Lender, to record, or any error in recording, that information shall not limit, enlarge or otherwise affect Borrower's obligations hereunder. This Promissory Note is entitled to the benefits of the Agreement and subject to prepayment in whole or in part as provided therein.

The validity, construction and enforcement of this Promissory Note and the rights and obligations of the holder and Borrower hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without regard to conflicts of law principles).

This Promissory Note is secured by, among other liens and security interests, that certain grant of security interest in the Collateral pursuant to the Agreement.

**BORROWER(S)**

Borrower Name	Date
---------------	------

Co-Applicant Name	Date
-------------------	------

**ENTITY NAME**

Borrower Name	Date
---------------	------

**FRANCHISE ELECTRONIC FILING  
AND SOFTWARE SYSTEMS AGREEMENT**

This Franchise Electronic Filing and Software Systems Agreement (“Agreement”) is entered into between H&R Block Tax Services LLC, a Missouri limited liability company, and its affiliates (“H&R Block”), and you (“Franchisee”) (collectively “Parties”). BY CLICKING YOUR ACCEPTANCE OF THIS AGREEMENT OR BY INSTALLING, ACCESSING, OR USING ANY SOFTWARE THAT IS PART OF THE H&R BLOCK PROGRAM AND SYSTEM (as that term is defined below), YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MAY NOT USE THE SOFTWARE.

Franchisee is a party to a franchise agreement or franchise agreements with H&R Block (all of which may be referred to collectively as the “Franchise Agreement” or may be referred to separately as “each separate Franchise Agreement,” as the context requires). All capitalized terms used in this Agreement, not otherwise specifically defined, will have the meanings as defined in the Franchise Agreement.

H&R Block has developed software systems to prepare income tax returns and deliver related products and services and a computerized system that allows Franchisee to provide clients with various products and services, including the ability to use the IRS’s e-file system (“Electronic Filing Services”) (collectively “Program and System”). Franchisee desires to use the Program and System for the operation of the Franchised Business.

In exchange for the respective promises contained this Agreement, the Parties agree as follows:

**1. Grant of License.** Subject to the terms and conditions set forth below and in the Franchise Agreement, H&R Block grants Franchisee a license to use the Program and System in connection with the operation of the Franchised Business and Electronic Filing Services during the term of this Agreement.

**2. Use of the H&R Block Program and System.** Franchisee will use the Program and System only during the times that H&R Block makes the Program and System available. H&R Block will announce through written or electronic communications directed to Franchisee any dates established by H&R Block as the first date or last date that Electronic Filing Services may be provided by Franchisee to clients through use of the Program and System. Any announcement will not be subject to the “Notices” provision of this Agreement.

H&R Block will provide a variety of services to Franchisee that are allowed by applicable laws and consistent with the Franchise Agreement and related documents. The services may include services that assist Franchisee in the preparation of tax returns or related auxiliary services. Types of services may include, but are not limited to, electronic support and technology, retail office location analysis, tax law analysis and tax preparation support, business continuity and transition services, client complaint support, data security and storage, training, joint marketing of products and services, market research, data analysis, business results reporting, e-filing, collections support, payment processing, fraud protection support, investigations and audit support, and quality control assistance. Some of these services will involve a disclosure by Franchisee of Client Data, including tax return information to H&R Block.

In the ordinary course of business, the Parties may disclose Client Data and any other non-public, personal information to each other as permitted by law including, but not limited to, when: (a) the receiving party is acting as a service provider to the disclosing party; or (b) necessary to effect, administer, or enforce a transaction that a client requests or authorizes; or (c) servicing or processing financial products or services that a client requests or authorizes to maintain or service the client’s account. The party receiving Client Data and any other non-public, personal information must take reasonable and appropriate steps to maintain safeguards for the



protection of all Client Data and any other non-public, personal information provided by the disclosing party; and the receiving party agrees that it is prohibited from disclosing or using the Client Data and any other non-public, personal information other than to carry out Services (as defined in Section 6 of this Agreement). This may include other uses or disclosures as permitted by law in the ordinary course of business so that the receiving party may perform Services.

The Parties are tax return preparers subject to IRC Section 7216. IRC Section 7216 limits tax return preparers' ability to use and disclose tax return information without consent for purposes other than the preparation of a tax return; however, certain exceptions may apply (including, but not limited to, a party's provision of "auxiliary services" for another party in connection with tax preparation). The Parties are subject to restrictions under IRC Section 7216 and acknowledge that a violation is a misdemeanor criminal offense subject to: (a) a \$1,000 fine per violation; (b) a prison sentence of up to one year; and (c) certain civil penalties available under IRC Section 6713.

**3. Term.** Unless terminated earlier, this Agreement is in effect for a "Term" commencing upon acceptance by Franchisee and ending on the earlier of: (a) November 30 of the year following the date of acceptance; or (b) the date a subsequent Franchise Electronic Filing and Software Systems Agreement is accepted by Franchisee.

**4. Limitations on Authority Granted.** Franchisee must use the Program and System only as provided in this Agreement or as otherwise instructed by H&R Block and only during the Term granted under this Agreement. Franchisee must use the Program and System when H&R Block's Electronic Filing Services are permitted to be offered by Franchisee under the terms of the Franchise Agreement and only at Approved Locations.

Franchisee further agrees and acknowledges that all Client Data recorded and transmitted by Franchisee using the Program and System will be transmitted to an H&R Block server where H&R Block will maintain it electronically under its retention policy. H&R Block will use this electronically-stored Client Data to populate certain fields in the tax preparation software when the client returns to H&R Block or an H&R Block franchise in future years.

**5. Conditions Precedent.** This Agreement and the respective rights and obligations of the Parties regarding the Program and System during the Term are expressly conditioned upon (a) H&R Block's acceptance to participate in the IRS's Electronic Filing Services for the Tax Season (the period from the first weekday after January 1 through the last date individual federal income tax returns for the preceding year may be filed without an extension of time or incurring any penalty for late filing); (b) Franchisee's being accepted by the IRS to participate in Electronic Filing Services for the Tax Season; and (c) Franchisee's satisfactory completion of training in the use and operation of the Program and System as determined by H&R Block in its sole discretion.

**6. Integration with Franchise Agreement.** Any services performed using the Program and System, Electronic Filing Services or Authorized Services (collectively, "Services"), and all provisions in each separate Franchise Agreement under which the Services are conducted, will pertain to the Program and System or Electronic Filing Services. Any provision in this Agreement pertaining to the Program and System or Electronic Filing Services that differs from any related provision of the Franchise Agreement pertaining to Services, will constitute an amendment to the Franchise Agreement solely with respect to the Program and System or Electronic Filing Services. Franchisee's material and substantial breach of the terms of this Agreement will entitle H&R Block, in addition to all other remedies for the breach provided in this Agreement, to terminate each separate Franchise Agreement to which the breach relates according to its terms.

## **7. Remote Computer Access for Audits and Service.**

**7.1 Audits and Assistance.** H&R Block may audit your Franchised Business remotely by accessing your computer system electronically. You may also request computer assistance, including troubleshooting, technical support, and diagnostic services from H&R Block. You acknowledge and authorize H&R Block to have unlimited remote computer access rights to your system to perform audits and service, and you must cooperate with H&R Block in implementing any resulting recommendations or computer-related maintenance actions.

**7.2 Service.** If service involves transferring information or installing software, you represent that you have the legal right to copy the information, use the software, agree to the terms of the software license, and authorize H&R Block to transfer information and accept the terms on your behalf in performing the service.

**7.3 Remote Computer Access.** You give H&R Block unlimited remote access to your computer data, hardware, software, and any applicable network or related device to provide services or perform audits. You will allow H&R Block to temporarily control your computer and access your computer functions, with or without prior notice to you. If requested by H&R Block, you will leave your computer and internet connection operating while H&R Block provides the services described above. You understand that while providing services, H&R Block may access personal information on your computer or information related to your computer. H&R Block will use commercially reasonable efforts to maintain the confidentiality of any information viewed by H&R Block on your computer, except as required by law. H&R Block may download third-party software applications that constantly or intermittently run on your computer that may execute code to analyze system performance and scan for problems. The software provided by H&R Block is provided solely as a convenience to you and does not constitute or imply an endorsement, guarantee, warranty, sponsorship, or recommendation of affiliation with the third party or its products or services.

**7.4 No Warranty.** In providing the service described in this Section 7, H&R Block specifically disclaims all warranties, remedies, and conditions (whether oral or written, express or implied) including warranties of merchantability and fitness for the particular purpose, with respect to the service performed for you by H&R Block. H&R Block does not guarantee that it will locate, diagnose, or fix any problems, including eliminating viruses, worms, spyware, or similar programs.

**7.5 Limitation of Liability.** If damages occur while your computer or systems are being serviced, H&R Block has no liability for the cost to repair the affected computer or systems. H&R Block has no liability for indirect, special, exemplary, or consequential damages, including without limitation, loss of use, lost profits or revenue, or any other damages not otherwise expressly permitted under this Agreement. H&R Block expressly has no liability for loss of or damage to data or software applications while performing service. It is intended that this limitation applies to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract, or equity.

**7.6 Data Protection.** You are required to conduct all Franchised Business on the H&R Block Program and System and to maintain and store all Client Data only as instructed in the Manual.

## **8. Licensed Marks; Advertising.**

**8.1 H&R Block Names and Logos.** Any names or logos used by H&R Block in connection with the Program and System are Licensed Marks. Franchisee must use the names and logos selected by H&R Block to describe or market the Program and System. Franchisee must not use any other names or logos in connection with the Program and System without the prior written consent of H&R Block. Franchisee must not publish or release any communication relating to the Program and System that infers:

(A) a special relationship between (1) the IRS, the Financial Management Service, or the Department of the Treasury, and (2) the Parties or any other person or entity, or

(B) the endorsement of the Program and System, H&R Block's Services, or Franchisee's Services by the IRS, the Financial Management Service, or the Department of the Treasury.

**8.2 Communications must Comply with IRS Requirements.** All communications relating to the Program and System must comply with current IRS Revenue Procedures, IRS announcements, or publications containing the obligations of participants in the use of and specifications for Electronic Filing Services ("Specifications") and any other rules, regulations, or restrictions issued by the IRS.

**9. Items to be Furnished by H&R Block.** Provided Franchisee has satisfactorily completed training as provided by H&R Block under Section 10 below, H&R Block will provide to Franchisee during the Term of this Agreement, one copy of the Program and System for each separate Approved Location in a format prescribed by H&R Block. H&R Block will provide Franchisee with any modifications or enhancements to the Program and System in H&R Block's sole discretion. H&R Block may update the Program and System periodically throughout the year, and you are required to follow all relevant instructions to update your computer system accordingly. The Program and System will be used exclusively with computers to enter and correct income tax return information and Client Data into the Program and System for performing Electronic Filing Services for clients and transmitting Client Data to any telecommunications business used by H&R Block ("Telecommunication Services").

Telecommunication Services includes services provided to H&R Block by its vendor that facilitates payment processing for credit card transactions originating from clients served by Franchisee for the online payment of Franchisee's tax preparation and related services. Franchisee acknowledges that funds for payments processed in this manner will be submitted by H&R Block's vendor directly to H&R Block for further remittance to Franchisee in accordance with the Franchise Agreement.

**10. Training and Support.** During the Term of this Agreement, H&R Block will provide Franchisee with training in the use and operation of the Program and System, and the technical and software support that H&R Block determines is necessary. The training will be conducted only on the dates and at the times and locations to the maximum number of Franchisee's employees (including Franchisee, if an individual) that H&R Block determines. All expenses associated with attending the training will be borne by Franchisee. Subject to the limitations set forth in Sections 11 and 12 below, H&R Block will provide Franchisee with technical and software support during hours to be specified by H&R Block by telephone or electronic mail to designated representatives of Franchisee and may remotely access Franchisee's computer for purposes of providing technical and software support. H&R Block will have no obligation to provide to Franchisee any other type of support.

**11. Software for State Returns.** At H&R Block's sole discretion, the Program and System may include software for the preparation of state income tax returns ("State Software"). H&R Block makes no representation or guarantee to Franchisee that the State Software will be included in the Program and System during the Term of this Agreement and H&R Block will have no obligation to provide State Software training or program support.

**12. Restrictions on Use of Proprietary Material.**

**12.1 Restrictions.** Unless expressly authorized in this Agreement, Franchisee:

(A) will not and will not permit any other person or firm to, without the prior written consent of H&R Block, copy or otherwise reproduce, modify, sell, or exchange licensed materials or transmit (by telephone lines or otherwise), give away, or disclose licensed materials to any other person or firm;

(B) will not authorize or permit any other person, other than Franchisee's employees in the course and scope of their employment, to use licensed materials; and

(C) will not, without the prior written approval of H&R Block, contract with any person engaged in the conduct of a tax return preparation service to provide a transmission service and will not use the licensed materials furnished by H&R Block for the benefit of or to assist the person in the conduct of the tax return preparation service.

**12.2 Improvements.** "Improvements" means any improvements, advertising, or promotional ideas, inventions, ideas, works of authorship, copyrights, trademarks, logos, commercial symbols, or other additions to or intellectual property rights in or related to the Program and System, website, Franchised Business, or Licensed Marks. During the Term of this Agreement, Franchisee must promptly and fully disclose any Improvements to H&R Block, without disclosing the Improvements to others, and must obtain H&R Block's written approval prior to using the Improvements. Any Improvement is considered Confidential Information of H&R Block and is subject to the limitations set forth in the Franchise Agreement. Any Improvement may be used by H&R Block and all other franchisees as authorized by H&R Block without any obligation to Franchisee for royalties or other fees. Franchisee hereby assigns and agrees to assign any future right, title, or interest in and to the Improvements, including the right to grant sublicenses. H&R Block, at its discretion, may make application for and own copyrights, patents, trade names, trademarks, and service marks relating to any Improvement and Franchisee must cooperate with H&R Block in securing any rights. H&R Block may also consider the Improvement as the property and trade secret of H&R Block. In return, H&R Block will authorize Franchisee to use any Improvement that may be developed by other franchisees and that is authorized for use by other franchisees.

If requested by H&R Block, Franchisee must:

(A) return to H&R Block all copies of the Program and System and all copies of any user's guide to the software, whether or not the software or guide was furnished by H&R Block, upon expiration or termination of this Agreement, and

(B) sign a certificate, in a form defined by H&R Block, that no copies of the software or guide have been retained by Franchisee.

Franchisee has read the foregoing restrictions and acknowledges that the restrictions are reasonably required for the protection of the interests of H&R Block. Franchisee further acknowledges that this Agreement would not be entered into by H&R Block unless these restrictions are included in this Agreement and enforceable by injunctive relief in the event of a breach by Franchisee.

**13. Hardware, Equipment, Supplies, and Other Expenses.** Franchisee must provide, install, and operate, at Franchisee's own expense, computers, modems, printers ("Hardware"), and all other equipment, supplies, and forms necessary to enter Client Data, transmit Client Data to Telecommunication Services, and receive and print communications from H&R Block or Telecommunication Services concerning Client Data. The Hardware must either meet the exact Hardware configurations specified by H&R Block or be compatible with the Program and System (including brand names, types, models, and storage capacity), provided that H&R Block's obligation to provide technical and software support services under Sections 9 and 10 above, is conditioned upon Franchisee's Hardware meeting the exact configurations specified by H&R Block.

Franchisee acknowledges that by installing the Program and System, H&R Block may during the Term receive configuration records setting forth Franchisee's computer configuration information. Hardware meeting the exact configurations specified by H&R Block may be purchased by Franchisee through H&R Block's supply department according to the procedures and deadlines that may be established by H&R Block.

**14. Reports and Inspections.** Within the time period after the end of each Reporting Period, Franchisee must also submit reports that may be required by H&R Block in connection with the Program and System. During the Term of this Agreement and for one year after its termination, Franchisee must maintain records of its use of the Program and System as H&R Block specifies. Franchisee's books and records pertaining to its use of the Program and System, all information stored either in the computer Hardware in which the Program and System are used, on disks, or other computer data storage devices, and the actual operation of the Program and System in the computer Hardware used by Franchisee must be open to inspection by H&R Block to comply with the terms set forth in this Agreement and in the Franchise Agreement.

**15. Franchisee's Conduct of Business.** Franchisee must use the Program and System in full compliance with (a) all provisions of this Agreement and the Franchise Agreement; (b) the Specifications and any other rules or regulations published by the IRS relating to the electronic filing of tax returns and the direct deposit of income tax refunds; (c) any other applicable laws, rules, or regulations of any federal, state, or local governmental body; and (d) the procedures, guidelines, and restrictions adopted by H&R Block for Franchisee's use of the Program and System. Franchisee acknowledges that any procedures, guidelines, and restrictions adopted by H&R Block may, at H&R Block's discretion, differentiate Franchisee from other H&R Block franchisees using the Program and System on the basis of the location, volume history, or other characteristic of the Franchised Business or the duration of Franchisee's participation in Electronic Filing Services.

**16. Compliance with Bank Agreement.** Franchisee agrees to comply with any obligations or restrictions imposed upon Franchisee under the terms of any agreement pertaining to Electronic Filing Services to which Franchisee and any lending institution designated by H&R Block ("Bank") are parties in connection with Electronic Filing Services ("Bank Agreement") and in the procedures, guidelines, and restrictions adopted by H&R Block for Electronic Filing Services. Franchisee's obligation to use Electronic Filing Services includes, but is not limited to, compliance with all provisions found in the Bank Agreement, Specifications, laws, procedures, guidelines, and restrictions that relate to Franchisee's care, custody, handling, issuance, and delivery of Electronic Filing Services' disbursement checks and processing, under appropriate circumstances, of stop-payment orders relating to any checks. Upon termination of the Bank Agreement, Franchisee's Electronic Filing Services relating to the Bank Agreement will terminate. Franchisee will pay any processing fee or other fee imposed by the Bank for the services of the Bank and any depository bank designated by H&R Block (the "Depository") in processing Electronic Filing Services applications and providing Electronic Filing Services to clients served by Franchisee. In no event will any fee paid by Franchisee relating to any client of Franchisee's Electronic Filing Services exceed the fee that H&R Block is required to pay to the Bank or Depository under the Bank Agreement if the client is a client of H&R Block's Electronic Filing Services. If Franchisee fails to comply with Franchisee's obligations under this section, Franchisee's right to use the Program and System may, at H&R Block's discretion, be terminated immediately upon H&R Block's written termination notice.

**17. Payment Card Acceptance.** In processing payment card transactions, it is your responsibility to annually archive, maintain, and attest to Payment Card Industry ("PCI") compliance per the PCI Data Security Standard ("DSS") and to maintain records documenting your PCI DSS compliance. If you choose to accept credit card payments, you must use First Data as your payment card processor. By accepting this Agreement, you certify that you are PCI compliant and can provide documentation of compliance upon the request of H&R Block.

**18. Modifications by H&R Block.** H&R Block has the right to (a) eliminate or modify the method of Franchisee's use of the Program and System, (b) eliminate or modify any of the Services that comprise the Electronic Filing Services, or (c) change the exact Hardware configurations for Hardware used in the Program and System. If H&R Block elects to make any of the foregoing modifications, H&R Block will notify Franchisee of the date the modification is effective.

**19. Exclusivity.** The Electronic Filing Services will be the only electronic filing service offered to Franchisee and Franchisee must not use any software or system other than the Program and System, transmission facilities other than Telecommunication Service's communication lines, electronic filing service lending institution other than the Bank or depository bank other than the Depository in the use of the Electronic Filing Services unless the Franchisee receives prior written consent.

**20. Disclaimer of Warranties.** H&R Block makes no representation or warranty as to: (a) the reliability or fitness of the Program and System or any enhancements or modifications to the Program and System; (b) the success or profitability to Franchisee of the Services conducted under this Agreement by Franchisee; (c) the future of electronic filing of tax returns, the direct deposit of income tax refunds, Refund Transfers ("RTs"), or any settlement products or the IRS's confirmed acceptance of these products and services; or (d) whether H&R Block will continue to offer its Program and System for preparation of returns and electronic filing. H&R Block does not represent or guarantee that Franchisee's use of the Program and System will be more advantageous, efficient, or profitable than Franchisee's current methods of operation. H&R Block will make its best effort but does not guarantee to correct any errors or defects in the Program and System. The Program and System are authorized for use under this Agreement solely on an "as is" basis. H&R BLOCK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO H&R BLOCK'S PROGRAM AND SYSTEM OR USE OF ELECTRONIC FILING SERVICES. ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED BY H&R BLOCK.

**21. Limitation of Liability; Indemnification.** H&R Block, Telecommunication Services, and their respective subsidiaries, related entities, affiliates, directors, officers, shareholders, employees, agents, and successors are not liable to Franchisee or to any other party for any loss, damage, or expense arising out of or resulting from nonoccurrence of: (a) the conditions set forth in Section 5 above; (b) the performance or nonperformance of the Program and System, or any delay in performance of the Program and System; (c) any failure to promptly and accurately transmit Client Data to Telecommunication Services on behalf of Franchisee; (d) any failure of Telecommunication Services to perform its obligations in connection with any transmission of Client Data or payment processing as described in Section 9 above; (e) any failure of Bank to perform its obligations in connection with Electronic Filing Services; (f) any failure of any Depository to perform its obligations in connection with Electronic Filing Services; (g) Franchisee's use of the Program and System; or (h) Franchisee's operation of Electronic Filing Services. Franchisee will bear all responsibility and liability for the accuracy and timeliness of Client Data transmitted by Franchisee to Telecommunication Services.

Franchisee assumes sole responsibility and liability for, will indemnify H&R Block, Telecommunication Services, the Bank, and the Depository against, and will hold them harmless from, any loss, cost, damage, or expense including the payment of penalties or interest pursuant to: (a) H&R Block's guarantees described in the Manual; or (b) the requirements of the IRS in connection with the electronic filing of income tax returns arising out of or resulting from: (1) any act, error, or omission committed by Franchisee or Franchisee's agents or employees in the preparation of any tax return for which the Electronic Filing Services are used; (2) any act, error, or omission committed by Franchisee or Franchisee's agents or employees in use of Electronic Filing Services or the Program and System; (3) any loss, alteration, misuse, or improper issuance or delivery of Electronic Filing Services' disbursement checks, whether by Franchisee, Franchisee's agents or employees, or any third person, resulting from any occurrence after any delivery of checks to Franchisee and prior to, or

concurrent with, Franchisee's delivery of any check to H&R Block's client; (4) any act, error, or omission committed by Franchisee's agent in entering Client Data into a computer or in transmitting Client Data to Telecommunication Services; or (5) Franchisee's performance of its obligations under this Agreement, including, but not limited to, its obligation to transmit to Telecommunication Services or deliver to H&R Block or another party, accurate Client Data in a timely manner.

**22. Termination.** This Agreement is subject to immediate termination under certain conditions.

**22.1 Termination of the Franchise Agreement.** This Agreement will terminate immediately upon termination of the Franchise Agreement. If Franchisee has used Electronic Filing Services under one or more separate Franchise Agreements and some, but not all, of the separate Franchise Agreements are terminated, this Agreement will terminate only with respect to those separate Franchise Agreements that have been terminated. If the Parties are parties to one or more amendments or addenda to the Franchise Agreement, and one or more amendments or addenda are terminated separately from the Franchise Agreement, the rights granted to Franchisee in this Agreement will terminate only with respect to the amendments or addenda that have terminated.

**22.2 Termination of Telecommunication Services.** At H&R Block's option, this Agreement will immediately terminate if any applicable service agreement between H&R Block and Telecommunication Services relating to the Electronic Filing Services is terminated.

**22.3. Mutual Termination of the Franchise Agreement.** This Agreement will terminate on the effective date of any written, mutual termination agreement signed by the Parties.

**22.4 The IRS Denies Electronic Filing Services.** This Agreement will terminate immediately if:

- (A) the IRS refuses to accept Franchisee's participation in Electronic Filing Services;
- (B) the IRS suspends Franchisee from using Electronic Filing Services; or
- (C) the IRS generally refuses to accept any tax returns electronically filed by H&R Block, Telecommunication Services, Franchisee, or Franchisee's agent for filing electronically.

**22.5 Breach of this Agreement.** If Franchisee materially and substantially breaches the terms of this Agreement, H&R Block must provide written notice of the breach to Franchisee. If the default is curable, Franchisee will have 15 days (or as otherwise permitted under state law) from the date the notice is given to cure the default. If the default is not curable at H&R Block's sole discretion, this Agreement will terminate immediately upon written notice of termination to Franchisee.

**23. Obligations Surviving Termination.** Franchisee's obligations surviving termination under the Franchise Agreement will continue following termination of this Agreement.

**24. Information Security.** During the Term of this Agreement, Franchisee will abide by all terms of the Manual, including all information security and data privacy policies, and will be responsible for ensuring that all employees, agents, or independent contractors of the Franchised Business abide by the information security and data privacy policies.

**25. Relation of Parties.** Nothing in this Agreement creates any principal-agent, partnership, joint liability, joint venturer, joint employer, or any relationship between the Parties other than that of franchisor and franchisee. Neither party has any right or authority to incur any expense or liability on behalf of the other party.

without the other party's prior written consent. Neither party will be liable to a third party for debts incurred by the other party.

**26. Notices.** Except as otherwise expressly provided in this Agreement, all notices must be in writing and are sufficiently given on the date delivered by hand, facsimile, email, or other electronic system; or on the date mailed postage prepaid by certified or registered mail; or deposited with reputable air courier service requesting next day or earliest delivery date available addressed as follows or to any other address, email address, or facsimile number that may be designated by either party to the other within the Program and System:

To Franchisor:

H&R Block Tax Services LLC  
General Counsel  
One H&R Block Way  
Kansas City, MO 64105

To Franchisee:

Address referenced in the Franchise Agreement or as otherwise updated and maintained in the Program and System.

Notice to Franchisee is effective by any means described above to the address or number on record in the Program and System on the date of attempted delivery regardless of Franchisee's failure to provide an accurate address or refusal to sign for or accept any notice.

**27. Integration and Amendments.** This Agreement, any signed amendments or addenda hereto, and the related provisions of any separate Franchise Agreement express fully the agreement of the Parties to this Agreement regarding Franchisee's use of the Program and System, and all prior understandings or commitments of any kind, whether oral or written, concerning any matter covered by this Agreement are hereby superseded and canceled with no further liabilities or obligations of the Parties except as to: (a) any monies due and unpaid between the Parties at the time of the execution of this Agreement, and (b) any liabilities or obligations that survive the termination of any prior Franchise Electronic Filing Agreement or Franchise Agreement between the Parties by the express terms of the prior agreement. Except as provided otherwise, this Agreement may not be amended or modified other than by a written agreement signed by both Parties.

**28. Partial Invalidity.** If any provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement will remain in full force and effect.

**29. Waiver.** No waiver of any term or condition of this Agreement is valid unless it is in writing and signed by the party to be bound. No waiver of any term or condition regarding any act or event will be a waiver of any term or condition with respect to any subsequent act or event.

**30. Applicable Law.** This Agreement will be construed according to the laws of the state to which the choice of law provision of the Franchise Agreement applies.

**31. Binding Effect; Assignability.** This Agreement is binding upon the Parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives; provided, however, that this Agreement may not be assigned by Franchisee, by operation of law or otherwise, without the prior written consent of H&R Block. This Agreement will be considered entered into in Kansas City, Missouri.



**32. Headings.** The headings of the various sections of this Agreement have been inserted for reference only and are not part of this Agreement.

## **PEACE OF MIND FRANCHISE ACKNOWLEDGEMENT**

This Peace of Mind Franchise Acknowledgement (“Acknowledgement”) is entered into between HRB Tax Group, Inc. and its affiliates, when applicable (“H&R Block”) and Franchisee of H&R Block (“Franchisee”) (collectively “Parties”).

H&R Block has developed the Peace of Mind® Extended Service Plan (“POM”) to offer individual taxpayer clients a service warranty on tax preparation services, including, subject to Peace of Mind® Extended Service Plan Terms, Conditions, and Limitations, reimbursement of up to \$6,000 for additional taxes owed due to an error in the preparation of a client’s tax return and other ancillary services as noted below.

H&R Block requires Franchisee to offer POM and comply with the terms and conditions contained in this Acknowledgement. Any capitalized terms not defined here will have the same meaning as referenced in the Franchise License Agreement (“FLA”).

In consideration of the mutual covenants and agreements in this Acknowledgement, the Parties agree as follows:

### **1. Term.**

This Acknowledgement begins the day the tax preparation software control files are set for the Franchisee and continues until December 31, 2024, unless terminated by H&R Block as follows: (a) upon at least 30 days’ advance, written notice to Franchisee; or (b) immediately upon written notice to Franchisee that Franchisee is in material breach or material default of this Acknowledgement or the FLA.

### **2. Acceptance of Terms and Conditions.**

If Franchisee offers POM without accepting the terms and conditions of this Acknowledgement, Franchisee’s consent to the terms and conditions of this Acknowledgement will be implied from the sale of POM. Franchisee’s POM sales, regardless of the originating office, must comply with all terms and conditions in this Acknowledgement and the terms and conditions specified in the Peace of Mind® Extended Service Plan Terms, Conditions, and Limitations Agreement between Franchisee and the taxpayer client. To accept this Acknowledgement, Franchisee must comply with the instructions in WebCDB (<https://webcdb.hrblock.com>) or as otherwise instructed by H&R Block.

### **3. Franchisee’s Covenants.**

Franchisee must comply with the following covenants when offering POM to taxpayer clients:

**3.1 Report Sales Daily.** Each Franchisee must report POM sales daily through Block Pay, H&R Block’s Point of Sale System in BlockWorks, which will be accounted for in the Financial Information Network (“FIN”).

**3.2 Pricing and Promotions.** POM pricing will be at the Franchisee’s discretion. All promotions and offerings of POM will comply with the procedures, guidelines, and restrictions established by H&R Block. All brochures, marketing, training, or other materials associated with the sale, solicitation, or promotion of POM will be provided by H&R Block or approved by H&R Block in writing prior to their use.

**3.3 Required Service.** The sale of POM is a Required Service as defined in the Manual. All POM revenue is subject to a 20% royalty payable to H&R Block as instructed in the Manual.

**3.4 Tax Notice Services.** Franchisees must provide Tax Notice Services to clients who have purchased POM and requested support. All Tax Notice Services must be entered and processed through the Tax Notice Services module in the Tax Resolution System application. Additional guidance on Tax Notice Services is provided on the Amp webpage: <https://amp.hrblock.com/s/article/overview-and-services>. Franchisees will comply with this and any additional guidelines provided by H&R Block regardless of whether the related tax return was prepared at an office operated by Franchisee, another H&R Block franchisee, an H&R Block company office, or an H&R Block affiliate's office.

**3.5 Audit Representation.** Franchisee must provide an Enrolled Agent or other IRS Circular 230 qualified practitioner ("Qualified Practitioner") to represent clients who have purchased POM and have requested audit representation, regardless of whether the related tax return was prepared at an office operated by Franchisee, another H&R Block franchisee, an H&R Block company office, or an H&R Block affiliate's office. If the Franchisee is not a Qualified Practitioner and does not employ any Qualified Practitioners in the Franchised Business, the Franchisee should contact the Franchise Support Manager to arrange for representation. The Franchise Support Manager will then work with H&R Block to find a Qualified Practitioner. If the Qualified Practitioner agrees to provide the audit representation, the Qualified Practitioner will handle the audit from wherever possible and practical. If it becomes necessary for the Qualified Practitioner to travel for purposes of meeting with the client or the IRS representative, Franchisee must reimburse the Qualified Practitioner for all travel-related expenses. Franchisee will assist the Qualified Practitioner by obtaining the required documentation generated as part of a Tax Notice Services or Tax Resolution System engagement including Power of Attorney and documentation needed for the audit.

#### **4. POM Protection Program.**

**4.1 POM Protection Program Participation.** As a condition to offering POM, the Franchisee must participate in H&R Block's POM Protection Program. The POM Protection Program is designed to pay claims for taxes owed to the taxpayer client under POM as a result of an error in preparing the tax return subject to the Peace of Mind® Extended Service Plan Terms, Conditions, and Limitations. The premium cost associated with the POM Protection Program is established based on H&R Block's claim history. Franchisee's premium cost for each POM unit sold will be disclosed prior to Tax Season 2024. Premiums are in addition to the royalty rate described above and will be paid by the Franchisee and remitted to H&R Block Insurance Agency, Inc., a licensed insurance producer, in the manner directed by H&R Block. The Franchisee will be obligated to pay this premium to H&R Block for each POM unit sold regardless of whether the Franchisee successfully collects payment from the client for the POM unit, for example, in the case of unfunded Refund Transfers ("RTs").

Premiums will be received by H&R Block Insurance Agency, Inc., for remittance to a commercial insurance carrier licensed to do business in the United States to cover the cost of the POM Protection Plan. Franchisee acknowledges and agrees that H&R Block and its affiliates are not selling, soliciting the sale, or negotiating the sale of the POM Protection Program to the Franchisee; and only H&R Block Insurance Agency, Inc., has the authority to sell, solicit the sale, or negotiate the sale of the POM Protection Program to the Franchisee.

**4.2 Compliance and Deductibles.** Franchisee must submit all claims through the Tax Resolution System. Under the POM Protection Program, only approved claims are subject to a \$50 deductible per claim payable by the Franchisee. No deductible will be due for unapproved claims.

Deductible payments must be remitted only after notification of claim approval. Deductible payments must be made to H&R Block Insurance Agency, Inc., in the manner directed by H&R Block.

**4.3 Reinsurance.** Franchisee permits Companion Insurance, Ltd., an insurance company (“Companion”), to reinsure up to 100% of the risk on the POM Protection Program from a commercial insurance carrier licensed to do business in the United States. Because of the reinsurance, Companion bears all of the risk on the POM Protection Program. Companion is a wholly-owned subsidiary of H&R Block.

**5. Use of H&R Block’s Proprietary Property.**

The name, promotional materials, and all associated goodwill of POM remain the exclusive property of H&R Block. Nothing in this Acknowledgement is construed to confer any rights or interests to the Franchisee in the POM name, materials, or associated goodwill. The right to use POM proprietary information and materials is subject to the complete discretion of H&R Block and will terminate upon the earlier of the termination of this Acknowledgement or the FLA.

**6. Incorporation of Franchise Acknowledgement.**

This Acknowledgement incorporates all terms and conditions of the FLA except as expressly modified in this Acknowledgement. If any term or condition referred to in the FLA is inconsistent with a specific provision of this Acknowledgement, this Acknowledgement will control.

**FRANCHISE FINANCIAL PRODUCTS  
DISTRIBUTION AGREEMENT**

By and Among

**PATHWARD, N.A.**

**EMERALD FINANCIAL SERVICES, LLC**

and

**THE FRANCHISEE**

## FRANCHISE FINANCIAL PRODUCTS DISTRIBUTION AGREEMENT

This FRANCHISE FINANCIAL PRODUCTS DISTRIBUTION AGREEMENT (this "**Franchise Distribution Agreement**"), dated as of the date Franchisee electronically executes this Franchise Distribution Agreement, is made by and among **Pathward, N.A.**, a national bank, **Emerald Financial Services, LLC**, a Delaware limited liability company, and the franchisee that has agreed to be bound by the terms of this Franchise Distribution Agreement by electronically accepting such terms (the "**Franchisee**"). Pathward, EFS and Franchisee are at times hereinafter referred to as the "**Parties**" and each individually as a "**Party**."

### RECITALS

A. Franchisee provides income tax return preparation, electronic filing, and related services to HRB Customers through Franchise Location(s).

B. Pathward is engaged in the business of providing financial products and services, including providing Financial Products to HRB Customers pursuant to the PMA.

C. EFS acts as program manager for Pathward in support of the Program pursuant to the PMA.

D. Pathward and EFS desire to engage Franchisee to offer and distribute the Financial Products to HRB Customers through Franchisee's Franchise Location(s).

E. The Parties are entering into this Franchise Distribution Agreement to ensure that Pathward is able to directly exercise oversight over the offering and distribution of the Financial Products by Franchisee and to set forth the terms and conditions for such activities.

### AGREEMENT

ACCORDINGLY, in consideration of the mutual covenants and agreements of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. For all purposes of this Franchise Distribution Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein have the meanings assigned to such terms in this Section 1.1.

"**Account**" means (a) each loan account, deposit account and Cardholder Account originated by Pathward for an HRB Customer associated with any Financial Products offered in connection with the Program, and (b) any account purchased by Pathward from Axos Bank.

**"Accountholder"** means any Person who holds or has held an Account, including a Cardholder.

**"Accountholder Data"** means all Personally Identifiable Information regarding an Accountholder received by, or on behalf of, Pathward or by EFS in connection with a Financial Product, or obtained by or on behalf of Pathward or EFS in connection with an Account but does not include HRB Customer Data or Pathward Customer Data.

**"Affiliate"** means any Person that, directly or indirectly, through one or more intermediaries, (a) owns or controls another Person, (b) is owned or controlled by another Person, or (c) is under common control or ownership with another Person, and "ownership" means the direct or indirect beneficial ownership of more than 50% of the equity securities of a Person, or, in the case of a Person that is not a corporation, more than 50% of the voting or equity interest of such Person.

**"Applicable Federal Regulator"** means the OCC or any other federal financial institution regulatory agency that supervises and regulates Pathward, such as the Consumer Financial Protection Bureau or the Federal Deposit Insurance Corporation.

**"Applicable Law"** means all federal, state and local laws, common laws, statutes, regulations, rules, published regulatory guidance, written orders or directives, and written opinions and interpretations of any Governmental Authority, that are applicable to the Program or otherwise applicable to any of the Parties.

**"Applicant"** means any Person who has submitted an Application to Pathward.

**"Applicant Data"** means all Personally Identifiable Information regarding an Applicant received by or on behalf of Pathward (including by EFS as servicer) in connection with such Applicant's Application, but does not include HRB Customer Data or Pathward Customer Data.

**"Application"** means an application for a Financial Product.

**"BlockWorks"** means the proprietary tax processing software licensed by an Affiliate of EFS for use in H&R Block-branded retail tax offices, and any successor software.

**"Business Day"** means any day that is not a Saturday, Sunday, or federal legal holiday.

**"Card"** means an individual Payment Network branded Emerald Card, Spruce Card, gift card, and/or rewards card, as applicable, co-branded with the H&R Block brand, issued by Pathward under the Program, and tied to a Cardholder Account.

**"Cardholder"** means a Person who is issued a Card, or lawfully obtains a Card as a gift or otherwise.

**"Cardholder Account"** means an account, sub-account, or that portion of an omnibus or pooled account that is held by Pathward in the name or for the benefit of a Cardholder, which account is associated with a Card and includes a record of debits and credits with respect to transactions effected in connection with or by virtue of such Card.

**"Claim"** means any claim, demand, suit, legal action, regulatory action, administrative action, arbitration or proceeding, including those brought in connection with allegations of misrepresentations, breach of warranty, breach of contract, violation of Applicable Law, unfair or deceptive acts or practices, or otherwise seeking to recover Losses.

**"Code"** means the Internal Revenue Code of 1986, together with all applicable regulations.

**"Company Licensed Marks"** means the trademarks, trade names, service marks, logos and other proprietary designations of HRB Innovations, Inc. licensed to Pathward in connection with the Program.

**"Company Location"** means any H&R Block-branded physical retail tax preparation office doing business with the public that is using BlockWorks software (or any successor software that is used in a majority of H&R Block-branded offices) and is owned or operated by HRB Tax Group, Inc. or its Affiliate.

**"Confidential Information"** of a Party means (a) information that is provided by or on behalf of such Party to the other Party, its Affiliates, or third-party service providers, in connection with the Program, or (b) information about such Party, its Affiliates, third-party service providers, or their respective businesses or employees, that is otherwise obtained by the other Party in connection with the Program in each case including: (i) information concerning Program marketing, Marketing Materials, marketing plans, objectives and results; (ii) information regarding business systems, methods, processes, financing data, and products; (iii) information unrelated to the Program obtained by the other Party in connection with this Franchise Distribution Agreement, including by accessing or being present at the business location of the other Party; (iv) proprietary technical information, including source and object codes; (v) competitive advantages and disadvantages, technological development, sales volume(s), merchandise mix, business relationships and methods of transacting business, product design, product features and functionalities, operational and data processing capabilities, and systems software and hardware and the documentation thereof; (vi) other information regarding the business or affairs of the other Party or its Affiliates or the transactions contemplated by this Franchise Distribution Agreement that such other Party or its Affiliates reasonably considers confidential or proprietary; and (vii) any copies, excerpts, summaries, analyses or notes of the foregoing, and any information derived from the foregoing. "Confidential Information" does not include information that (a) is or becomes publicly known without breach of this Franchise Distribution Agreement, or (b) a Party or its Affiliates, EFS Service Providers or Pathward Service Providers, as applicable, already knows, at the time it is disclosed, receives from a third-party permitted to disclose it without restriction, or develops independently without use of Confidential Information.

**"Data Breach"** means the unauthorized access to or acquisition of any record containing Program Customer Data or Prospect Data, whether in paper, electronic, or other form, in a manner that renders misuse of the information reasonably possible or that otherwise compromises the security, confidentiality, or integrity of the information and would require notice to impacted individuals under Applicable Law or by applicable Governmental Authorities.



**"Digital Channel"** means each H&R Block-branded electronic location (such as an H&R Block branded website) that is owned or operated by HRB Digital, LLC allows access to H&R Block-branded tax preparation software and may be accessed by Prospective Customers.

**"Dispute"** has the meaning set forth in Section 10.12 (Dispute Resolution).

**"Effective Date"** means the date the Franchisee electronically executes the Franchise Distribution Agreement.

**"E-file Open Date"** means the date for each Tax Season on which the IRS opens the e-file system to accept electronically filed tax returns.

**"EFIN"** means Electronic Filing Identification Number.

**"EFS"** means Emerald Financial Services LLC, a Delaware limited liability company, and its successors and assigns.

**"EFS Service Provider"** means a third-party service provider used by EFS in connection with the performance of its obligations under the PMA and the Program; provided, however, that regardless of whether they provide services to EFS, each of Pathward, the Pathward Service Providers, and the Franchisee are not EFS Service Providers.

**"Emerald Advance"** means a year-round open-end line of credit offered by Pathward during November, December, and January under the Program.

**"Emerald Card"** means the H&R Block Emerald Prepaid Mastercard®, a reloadable, general-purpose debit card associated with a Cardholder Account offered by Pathward to HRB Customers under the Program.

**"Emerald Savings Account"** means an interest-bearing savings account at Pathward marketed as "H&R Block Emerald Savings."

**"Financial Products"** means Emerald Card, Refund Transfer, Emerald Advance, Emerald Savings Account, Refund Advance, Spruce Accounts, and other financial products issued or originated by Pathward pursuant to the PMA, but for purposes of this Franchise Distribution Agreement does not include Emerald Advance and/or Refund Advance if Franchisee does not elect to offer such product(s).

**"Force Majeure Event"** means an event or events arising from any cause or causes beyond reasonable control of the Party that is unable to perform its obligations hereunder because of such event or events, including acts of God, third-party cyber, information technology or network attacks, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, terrorism, nuclear or biological disaster, riot or any other similar event or cause not reasonably within such Party's control, whether or not specifically mentioned herein.

**"Franchise Distribution Agreement"** has the meaning set forth in the Preamble.

**"Franchise License Agreement"** means the franchise license agreement entered into by the Franchisee and HRB Tax Services (or its Affiliate) as franchisor, allowing the Franchisee to operate as a franchisee within the H&R Block franchise system.

**"Franchise Location"** means any H&R Block-branded physical retail tax preparation office doing business with the public that is using BlockWorks software and is owned or operated by the Franchisee.

**"Franchisee"** has the meaning set forth in the Preamble.

**"Franchisee Applicable Law"** means (a) Applicable Law regarding tax preparation and tax-related products and services (other than the Financial Products), (b) disclosure, licensing and compliance requirements of Franchisee related to Franchisee operations, and (c) state and local refund anticipation loan or refund anticipation check facilitator laws or regulations as they apply to refund anticipation loan or refund anticipation check facilitators.

**"Franchisee Corrective Plan"** has the meaning set forth in Section 4.2(b) (Franchisee Corrective Plan).

**"Franchisee Indemnified Parties"** has the meaning set forth in Section 10.2(b) (Indemnification of Franchisee by Pathward).

**"Franchisee Policies and Procedures"** means those policies and procedures established by HRB Tax Services governing the operations of each Franchise Location, as amended from time to time.

**"GLBA"** means Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.

**"Governmental Authority"** means any federal, state, or local, governmental, regulatory authority, agency, court, tribunal, commission or other regulatory entity of the United States of America, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government.

**"HRB Customer"** means any consumer customer of any Affiliate of EFS, of Franchisee, or of any other franchisee of an Affiliate of EFS.

**"HRB Customer Data"** means all Personally Identifiable Information regarding an HRB Customer or tax return information (as defined in 26 U.S.C. § 7216) obtained in connection with the provision of tax preparation or other Franchisee products and services to such HRB Customer.

**"HRB Documents"** means all agreements, notices, disclosures, forms and related documents pertaining to or required by (a) tax return preparation services; (b) the use or disclosure of tax return information; (c) other products and services (excluding any Financial Products) that are offered in Retail Locations or through the Digital Channel, including refund bonus and send-a-friend promotions; or (d) state and local refund anticipation loan or refund anticipation check facilitator laws or regulations as they apply to refund anticipation loan or refund anticipation check facilitators.

**"HRB Tax Services"** means H&R Block Tax Services LLC, a Missouri limited liability company, and its successors and assigns.

**"IRS"** means the Internal Revenue Service, or any successor thereto.

**"Losses"** means any and all losses, liabilities, costs and expenses of any kind, nature or description imposed or incurred in connection with this Franchise Distribution Agreement (including reasonable attorneys' fees and expenses, reasonable out-of-pocket costs, interest and penalties), settlements, equitable relief, judgments, damages (including liquidated damages), claims (including counter and cross-claims, and allegations whether or not proven) demands, offsets, defenses, actions, investigations or proceedings by whomsoever asserted (including Governmental Authorities).

**"Marketing Materials"** means all advertisements, brochures, telemarketing scripts, point of purchase displays, packaging, television advertisements, radio advertisements, electronic web pages, electronic web links, and any other type of advertisement, solicitation material, or interactive media developed, launched or distributed for purposes of marketing or promoting one or more Financial Products.

**"Marketing Guidelines"** means the marketing guidelines, if any, mutually agreed upon by Pathward and EFS pursuant to which Pathward and EFS will identify the content and type of Marketing Materials that may be utilized by EFS without obtaining Pathward's prior written consent, subject to such other conditions as may be detailed in such guidelines.

**"Material Adverse Effect"** with respect to a Party means an event, change, or occurrence which, individually or together with any other event, change, or occurrence, has or would reasonably be expected to have a material adverse effect on (a) the business, regulatory status, assets, financial position or prospects of such Party, or results of operations of such Party, (b) the ability of such Party to perform its obligations under this Franchise Distribution Agreement or to consummate the transactions contemplated by this Franchise Distribution Agreement, or (c) the Program; provided, however, that none of the following will be taken into account in determining whether there has been a Material Adverse Effect, unless such event, change, or occurrence, individually or together with any other event, change, or occurrence, has or would reasonably be expected to have a disproportionate impact on the business, regulatory status, assets, financial position or prospects of such Party, or results of operations of such Party as compared to other comparable companies in such Party's industry: (i) adverse changes in GAAP or regulatory accounting requirements; (ii) adverse changes in Applicable Laws of general applicability to companies in the U.S. banking, financial services or tax preparation industries; (iii) adverse changes in global or national political conditions or general economic or market conditions (including changes in prevailing interest rates and currency exchange rates) affecting other companies in the U.S. banking industry; or (iv) outbreak of any epidemic, pandemic (COVID-19 or otherwise), widespread cyber-attack, outbreak or escalation of civil unrest or hostilities, or declared or undeclared acts of war or terrorism.

**"OCC"** means the Office of the Comptroller of the Currency, or any successor thereto.

**"Party"** and **"Parties"** have the meaning set forth in the Preamble.

**"Pathward"** means Pathward, N.A., f/k/a MetaBank, N.A., a national bank, and its successors and assigns.

**"Pathward Customer"** means any Person who has a banking relationship with Meta that was not originated through the Program or acquired from Axos.

**" Pathward Customer Data"** means data relating to Pathward Customers, other than Program Customer Data.

**" Pathward Indemnified Parties"** has the meaning set forth in Section 10.2(a) (Indemnification of Pathward by Franchisee).

**" Pathward Licensed Marks"** means the trademarks, trade names, service marks, logos and other proprietary designations of Pathward, licensed to EFS and certain of its Affiliates and to Franchisee in connection with the Program. For the avoidance of doubt, "Pathward" is included in the Pathward Licensed Marks.

**"Pathward Service Provider"** means a third-party service provider (including any Affiliate of Pathward) used by Pathward in connection with the performance of Pathward's obligations under the PMA or this Franchise Distribution Agreement; provided, however, that regardless of whether they provide services to Pathward, each of EFS, the EFS Service Providers, EFS's Affiliates, and Franchisee are not Pathward Service Providers.

**"Payment Network"** means Mastercard International Incorporated, Visa Inc. and any other network, including reload networks, as selected by EFS and approved by Pathward (such approval not to be unreasonably withheld), facilitating financial transactions through the use of a credit, debit or prepaid product.

**"Payment Network Rules"** means (a) the applicable bylaws, rules, bulletins, regulations, documentation and manuals promulgated or adopted by each of the Payment Networks, and (b) any applicable operating rules or guidelines of Nacha, in each case as such rules, manuals and other items may be amended or supplemented from time to time.

**"Person"** means and includes any individual, partnership, joint venture, corporation, limited liability company, bank, trust, and unincorporated organization.

**"Personally Identifiable Information"** means any information that alone, or in combination with other information, relates to a specific, identifiable individual or can be used to identify an individual, including any information defined as "nonpublic personal information" for purposes of GLBA.

**"Policies and Procedures"** means those policies and procedures established by Pathward and EFS governing the performance of their duties in connection with the Program.

**"PMA"** means the Program Management Agreement by and between EFS and Pathward, dated as of August 5, 2020, as amended.

**"Program"** means the implementation and operation of the program for offering Pathward's Financial Products to HRB Customers pursuant to the PMA.

**"Program Customer"** means any Accountholder or any Applicant.

**"Program Customer Data"** means Accountholder Data and Applicant Data.

**"Program Documents"** means all documents and materials pertaining to the Program that are to be used by or with Prospective Customers and Program Customers in connection with the Program, including the Applications, Accountholder agreements, Financial Product terms and conditions, statements and notices, adverse action notices, consumer disclosures, customer service scripts, training materials, privacy notices, change of terms notices, and other documents containing disclosures related to the Program; provided, however, the term Program Documents does not include HRB Documents.

**"Program Information"** means any and all information, and individual and aggregate transaction data, regarding or related to the Program or the Financial Products (regardless of who owns such information or data, and whether such information is otherwise considered confidential), including:

- (a) individual and aggregate Program Customer Data and Prospect Data;
- (b) individual and aggregate Accounts and Program Documents;
- (c) Marketing Materials and Marketing Guidelines;
- (d) Program contracts (among Pathward and one or more of EFS and its Affiliates) and third-party service provider contracts; and
- (e) all records, reports and analysis of, or information derived from, any of the foregoing, whether in paper or digital form;

provided, however; that Program Information does not include:

- (i) Pathward Licensed Marks or Company Licensed Marks;
- (ii) Pathward's underwriting model for the Refund Advance;
- (ii) Pathward's communications with its primary federal regulator regarding the Program; or
- (iv) A Party's attorney-client privileged communications.

**"Prospect Data"** means all Personally Identifiable Information regarding a Prospective Customer used by the Parties in connection with determining whom to solicit for the Program.

**"Prospective Customer"** means HRB Customers and any other Persons selected by the Parties to receive Program offers.

**"Refund Advance" or "RA"** means a tax refund-related consumer loan originated by Pathward, offered in Retail Locations or virtually at the time of tax preparation under the Program, which has no finance charge payable by the consumer and is secured and repaid solely by the consumer's tax refund(s).

**"Refund Transfer"** means a tax refund-related deposit product offered under the Program through a temporary, limited-purpose bank account established to receive a Refund Transfer accountholder's federal and/or state income tax refund, from which payments are disbursed as directed by the Refund Transfer accountholder, and the remaining proceeds, if any, are disbursed to the Refund Transfer accountholder through various methods including, direct deposit to an external bank account or Emerald Card, or by check.

**"Regulatory Request"** means any valid subpoena, order or written request from a Governmental Authority having jurisdiction over a Party or its Affiliates or third-party service provider for Confidential Information or Program Information.

**"Representative"** means, with respect to a particular Person, any director, officer, employee, or agent; provided, however, that with respect to Pathward, the term "Representative" does not include EFS or Franchisee, or any Affiliate or Representative of EFS or Franchisee, and with respect to EFS or Franchisee, the term "Representative" does not include Pathward, or any Affiliate or Representative of Pathward.

**"Retail Location"** means (a) each Company Location; and (b) each Franchise Location, but does not include the Digital Channel.

**"Spruce Accounts"** mean a non-interest bearing checking account, together with a linked savings account, both at Pathward and marketed under the "Spruce" brand name.

**"Spruce Card"** means an individual Debit Mastercard® branded with the "Spruce" brand name, issued by Pathward, and tied to the Spruce Checking account.

**"Tax Season"** means the period from November 1st of a given year through April 30th of the following year.

**"Term"** has the meaning set forth in Section 9.1 (Term).

Section 1.2. Rules of Interpretation. Unless otherwise expressly provided in this Franchise Distribution Agreement or the context otherwise requires, the following rules of interpretation apply:

- (a) the singular includes the plural and the plural includes the singular;
- (b) all references to the masculine gender include the feminine gender (and vice versa);
- (c) "include," "includes" and "including" are not limiting and are deemed to be followed by the words "without limitation";

(d) references to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document;

(e) a reference in this Franchise Distribution Agreement to an Article, Section, Schedule or Exhibit is to the Article of, Section of, Schedule to or Exhibit to this Franchise Distribution Agreement;

(f) a reference to an Article or Section in this Franchise Distribution Agreement refers to all sub-parts or sub-components of any such Article or Section;

(g) words such as "hereunder," "hereto," "hereof," and "herein," and other words of like import refer to the whole of this Franchise Distribution Agreement and not to any particular section, subsection or clause hereof;

(h) the headings and subheadings of the sections of this Franchise Distribution Agreement are inserted for convenience of reference only and do not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Franchise Distribution Agreement in any manner;

(i) a reference to "unreasonably withheld" means "unreasonably withheld, delayed or conditioned";

(j) any approval, consent or notice required hereunder means "written approval," "written consent," or "written notice," as applicable;

(k) any reference made in this Franchise Distribution Agreement to Applicable Law or Franchisee Applicable Law means such law as may be amended from time to time, and any successor law relating to the same subject; and

(l) any provision in this Franchise Distribution Agreement that allows a Party to unilaterally exercise (i) reasonable discretion, (ii) a right of final approval, or (iii) similar decision-making authority will automatically include a requirement that, upon exercise of such unilateral right, and a written request by the other Party, the Party exercising such unilateral right will provide a written explanation of the basis for such Party's exercise of such right.

## **ARTICLE 2 OPERATION OF THE PROGRAM**

Section 2.1. Roles and Responsibilities. Subject to the terms and conditions of this Franchise Distribution Agreement, the Parties will contribute to the Program as follows:

(a) Pathward will originate and issue Financial Products to HRB Customers at Franchise Location(s) in the manner described in the PMA.

(b) EFS will serve as program manager for the Program in the manner described in the PMA.

(c) Franchisee will offer and distribute Financial Products to HRB Customers at Franchise Location(s) in the manner described in this Franchise Distribution Agreement; provided, however, that Franchisee may choose not to offer and distribute Refund Advances and Emerald Advances. To the extent that the Franchisee opts not to offer and distribute Refund Advances and Emerald Advances, then the provisions of this Franchise Distribution Agreement, as applicable to Refund Advance and Emerald Advance, do not apply to the Franchisee.

Section 2.2. Application Completion Requirements. To support HRB Customers who wish to apply for a Financial Product, Franchisee agrees to:

(a) Offer the Financial Products to all eligible HRB Customers and provide Applications and related disclosures, including the initial privacy notice for the Financial Product, if applicable, to eligible HRB Customers who request a Financial Product in the form provided by EFS and approved by Pathward;

(b) Collect all required customer identification program information, as directed by EFS and approved by Pathward, and electronically transmit such information to Pathward (or EFS as program manager for Pathward);

(c) Make available to each Applicant a copy of the Application and applicable disclosure documents, together with any other documents that Pathward may reasonably require, in a form the Applicant can keep;

(d) Collect a paper or electronic signature from each Applicant on the Application and applicable disclosure documents and consents before electronically transmitting an Application or the Applicant's applicable tax return information;

(e) Retain, as custodian for Pathward, signed copies of such Applications and disclosures for a period that is no less than the year of Application plus five years;

(f) Input accurate and complete Application and tax return information (as provided by the HRB Customer) into BlockWorks; and

(g) With respect to RA Applications:

(i) Prior to the E-File Open Date, electronically transmit to Pathward and EFS: (A) Application information for the RA Applicant, including specified tax return information that the RA Applicant consents to be disclosed under Code Section 7216; and (B) the amount of the tax preparation and related fees that are due or will be due from the RA Applicant to the tax return preparer; and

(ii) On and after the E-File Open Date, first e-file each RA Applicant's income tax return with the IRS and then, after receipt of an IRS acceptance, electronically transmit to Pathward and EFS: (A) Application information for the RA Applicant including specified tax return information that the RA Applicant consents to be disclosed under Code Section 7216; (B) a record of the RA



Applicant's IRS acceptance; and (C) the amount of the tax preparation and related fees that are due or will be due from the RA Applicant to the tax return preparer.

Section 2.3. Fees.

(a) Franchisee agrees:

(i) Not to receive any fee from an HRB Customer for Franchisee's facilitation of an Application for a Financial Product (such as loan facilitation fees or loan application or processing fees). For the avoidance of doubt, Franchisee may charge tax preparation fees for tax preparation services and fees for products and services that are not related to the Financial Products, such as Peace of Mind or Tax Identity Shield;

(ii) Not to charge higher tax preparation fees or higher fees for other tax services to HRB Customers who apply for a Financial Product than Franchisee charges for similar tax preparation or other tax services for HRB Customers who do not apply for a Financial Product;

(iii) Not to charge higher tax preparation fees to HRB Customers who claim the Earned Income Tax Credit and apply for a Financial Product than Franchisee charges for HRB Customers who claim the Earned Income Tax Credit and do not apply for a Financial Product;

(iv) Not to charge any fee to or withhold any discount from an RA Applicant that would be deemed to be a finance charge under the Truth in Lending Act; and

(v) That Pathward does not and will not pay Franchisee a fee for any HRB Customer referred to Pathward by Franchisee who applies for and obtains a Financial Product.

(b) EFS will conduct ongoing monitoring of tax preparation fees charged at Franchise Location(s) to monitor compliance with Section 2.3(a)(ii) (Fees).

Section 2.4. Conduct of Program. Franchisee hereby agrees to: Participate in the Program in compliance with the terms and conditions of this Franchise Distribution Agreement, the Franchisee Policies and Procedures and as directed by Pathward and EFS;

(b) Provide appropriate care and custody of plastic Emerald Cards (while in Franchisee's possession and prior to issuance to Cardholders;

(c) Deliver Emerald Cards to Applicants who have been approved for an Emerald Card;

(d) Provide (i) a notice of adverse action to any Emerald Advance Applicant who has been denied an Emerald Advance, and (ii) a notice of incomplete application to any Refund Advance Applicant whose Application has been started but is not completed;

(e) Not knowingly assist any Person in fraudulently completing a tax return or in fraudulently obtaining a Financial Product;

(f) Promptly notify EFS and Pathward if Franchisee becomes aware of any attempt to obtain a Financial Product by fraud or pursuant to any untrue or false documentation;

(g) Forward all written complaints received by or on behalf of HRB Customers regarding Financial Products to EFS within five (5) days of receipt of the complaint. Franchisee will not respond to any such complaints or servicing questions regarding a Financial Product except as described in the Financial Product training materials or as described in the Franchisee Policies and Procedures;

(h) Follow all directions from EFS in the support of other products issued by Pathward, such as providing accurate information to HRB Customers about pilot programs; and

(i) Be responsible for activities and services relating to assisting HRB Customers in preparing and filing their income tax returns.

Section 2.5. EFS to Provide Assistance to Pathward. EFS will assist Pathward by:

(a) Distributing software and other electronic tools necessary for Franchisee to offer the Financial Products;

(b) Providing Franchisee with Program Documents in the forms approved by Pathward;

(c) Communicating with Franchisee with respect to the Program; and

(d) Performing compliance audits on Franchisee with respect to Franchisee's participation in the Program, as reasonably instructed by Pathward.

Section 2.6. Marketing. (a) EFS will provide Franchisee with Marketing Materials that have been approved by Pathward through the process described in Section 3.6 (Marketing of Program) of the PMA.

(b) Franchisee will only use Marketing Materials that have been provided by EFS for Franchisee's use in connection with the Program.

(c) Franchisee will pay HRB Tax Services a marketing fee of \$\_\_\_\_, or such other amount as HRB Tax Services determines, per approved Refund Advance originated from Franchise Location(s).

Section 2.7. Training Program.

(a) EFS will make Program training available to personnel at Franchise Locations, using training materials that have been approved by Pathward. The training program may include online training materials.

(b) Franchisee will require any tax professional involved in the offering of Financial Products at a Franchise Location to complete Program training prior to offering or distributing any Financial Products.

(c) EFS will maintain records of the training received by the individual tax professionals involved in the offering of Financial Products at Franchise Locations.

(d) Franchisee will not implement any policies, procedures or practices that would conflict with the training materials or other directions provided by EFS or Pathward in connection with the Financial Products without the written consent of EFS and Pathward.

Section 2.8 Suspension of Offering of Financial Products. Pathward's and EFS's rights to suspend the offering of a Financial Product are set forth in the PMA. If, pursuant to the PMA, Pathward or EFS exercises its right to suspend offering a Financial Product, then Franchisee will cease making available the Financial Product in the impacted Franchise Locations. Following any such suspension by EFS, if EFS elects to resume offering any such suspended product during the Term, Franchisee will offer such suspended product only through Pathward.

**ARTICLE 3  
COVENANTS OF THE PARTIES**

Section 3.1. Pathward to Provide Financial Products. So long as the PMA is in effect, Pathward covenants and agrees to make the Financial Products available to Franchisee to offer and distribute in Franchise Locations(s), in accordance with and subject to the PMA.

Section 3.2 Compliance with Applicable Law.

(a) EFS will perform its obligations under this Franchise Distribution Agreement in compliance with Applicable Law, the Payment Network Rules, the Policies and Procedures and the Program Documents.

(b) Pathward will:

(i) ensure that (A) the terms, pricing and attributes of the Financial Products as described in the product overviews that are exhibits to the PMA product schedules and (B) the Program Documents developed by Pathward or submitted by EFS to Pathward for approval comply with Applicable Law (not including Franchisee Applicable Law) and the Payment Network Rules; and

(ii) perform its obligations under this Franchise Distribution Agreement in compliance with Applicable Law (not including Franchisee Applicable Law), the Payment Network Rules, the Policies and Procedures, and the Program Documents.

(c) Franchisee will comply with Franchisee Applicable Law, including:

(i) Obtaining written consent from Applicants under Treas. Reg. § 301.7216-3(a) to disclose tax information to a financial institution;

(ii) Completing IRS Form 8879 and the direct deposit designation in the electronic portion of the Applicant's federal (and state, if applicable) income tax return (as applicable);

(iii) Obtaining or renewing all RAL/RAC facilitator state licenses or registrations, as required by Franchisee Applicable Law for a particular Franchise Location, before making available Financial Products in such Franchise Location; and

(iv) Providing RAC/RAL facilitator disclosures to Applicants, to the extent required by Franchisee Applicable Law.

(d) Franchisee will be deemed to have complied with Applicable Law with respect to the Program by following the training materials and reasonable instructions of Pathward, or EFS as program manager for Pathward. Franchisee will not make, nor is Franchisee expected to make, any determination or interpretation of Applicable Law as it relates to the Program with the exception of Franchisee Applicable Law.

Section 3.3. Franchisee to Offer Pathward's Financial Products. Franchisee will not offer and distribute any financial products through a federally insured depository institution other than Pathward in Franchise Locations, except as permitted by EFS. EFS will not permit Franchisee to offer and distribute any financial products in Franchise Locations that EFS and its Affiliates would not be permitted to offer in Company Locations pursuant to the terms of the PMA.

## **ARTICLE 4**

### **SUPERVISION; AUDIT RIGHTS**

Section 4.1. Supervision and Regulation. Franchisee acknowledges that the Applicable Federal Regulator has authority to regulate and examine, and to take enforcement action against, Franchisee with respect to the Program activities that Franchisee performs for Pathward, to the fullest extent provided by Applicable Law. As provided by Applicable Law, Franchisee acknowledges that it (a) is subject to the control and supervision of the appropriate regional office and the Washington, D.C. headquarters of the Applicable Federal Regulator, with respect to the Program activities that Franchisee performs for Pathward; and (b) would be an "institution-affiliated party" (as defined in 12 U.S.C. § 1813(u)) if, in connection with the Program, it knowingly or recklessly participated in a violation of Applicable Law, or an unsafe or unsound practice, that was reasonably expected to cause significant loss to, or have a materially adverse effect on, Pathward, and, in such case, would be subject to administrative enforcement action by the Applicable Federal Regulator. Franchisee authorizes EFS to share information in the

possession of EFS and/or its Affiliates relating to the Franchisee that is reasonably requested by Pathward to facilitate Franchisee's offering of Financial Products, including information requested for OFAC or other regulatory purposes.

Section 4.2. Access to Franchise Locations; Audit Rights.

(a) Audit of Franchisee. Upon reasonable advance notice, subject to the confidentiality provisions set forth in this Franchise Distribution Agreement, Franchisee agrees to provide to the internal and external auditors and personnel of Pathward and EFS, reasonable access to the facilities, records and personnel of Franchisee to conduct, at the auditing Party's expense, a review or audit during normal business hours, in a manner designed to be least disruptive and no more than once per year (unless otherwise required by a Governmental Authority or as permitted by Section 4.2(b) (Franchisee Corrective Plan)), to the extent reasonably required to verify Franchisee's compliance with its obligations under this Franchise Distribution Agreement and to the extent permitted by Applicable Law. Franchisee will fully cooperate and provide to such auditors, personnel, examiners and agents, in a timely manner, all such assistance as they may reasonably require in monitoring or verifying compliance with Applicable Law and this Franchise Distribution Agreement. At their option, Representatives of EFS or its Affiliates may accompany Pathward on any visit by Pathward. In furtherance of and without limiting the foregoing, Franchisee will permit Pathward to conduct mystery shopping and onsite inspections at Franchise Location(s) to audit the offering of the Financial Products under the Program. Audits conducted by internal personnel will be conducted at a mutually agreeable time and in a manner that is least disruptive to the business of the Franchisee. Franchisee will cooperate with any examination, inquiry, audit, information request, site visit or the like, which may be conducted or required by Pathward's Applicable Federal Regulator. Pathward understands that it will not be permitted to access tax return information, except to the extent that the consumer has consented to disclose such tax return information to Pathward in connection with the Program.

(b) Franchisee Corrective Plan. To the extent an audit conducted pursuant to Section 4.2(a) (Audit of Franchisee) reveals any error, deficiency or other failure to perform on the part of Franchisee that has not otherwise been disputed by Franchisee in good faith pursuant to Section 10.12 (Dispute Resolution), EFS or Franchisee will (i) upon Pathward's request, deliver to Pathward, within thirty (30) Business Days following any such request (unless a shorter timeframe is reasonably deemed necessary by Pathward because of the critical nature of the error, deficiency or other failure or is required by the Applicable Federal Regulator), a written corrective plan (a "**Franchisee Corrective Plan**") that, if followed, is designed to correct the error, deficiency or other failure to perform, (ii) following the approval of the Franchisee Corrective Plan by Pathward, promptly execute the Franchisee Corrective Plan, and (iii) permit Pathward to conduct additional follow-up audits as Pathward may deem reasonably necessary for Pathward to audit

Franchisee's compliance with this provision, including the correction of Franchisee's error, deficiency or other failure to perform. The reasonable costs and expenses of the first such follow-up audit will be an expense of Franchisee, but any additional follow-up audits will be expenses of Pathward.

## **ARTIACLE 5**

### **REPRESENTATIONS AND WARRANTIES OF THE FRANCHISEE**

Franchisee makes the following representations and warranties to Pathward, each and all of which will survive the execution and delivery of this Franchise Distribution Agreement, and each and all of which will be deemed to be made as of the date of this Franchise Distribution Agreement and restated and remade on each day of the Term (except as otherwise stated):

Section 5.1. Corporate Existence. Except where Franchisee is a sole proprietorship, a partnership or a trust, Franchisee is a corporation or limited liability company duly organized, and validly existing and in good standing under the laws of the jurisdiction of its organization. Franchisee has, or will have before offering the Financial Products, all necessary licenses, permits, consents or approvals (including an EFIN to the extent required for Franchisee's business) from or by, and has made all necessary notices to, all Governmental Authorities, to the extent required for Franchisee's business and for the performance of its obligations under this Franchise Distribution Agreement, except where the failure to have such licenses, permits, consents or approvals would not have Material Adverse Effect with respect to Franchisee.

Section 5.2. Capacity; Authorization; Validity. Except where Franchisee is a sole proprietorship, a partnership or a trust, Franchisee has all necessary corporate or limited liability company power and authority to execute and enter into this Franchise Distribution Agreement and to perform its obligations under this Franchise Distribution Agreement. The execution and delivery of this Franchise Distribution Agreement by Franchisee, and the consummation of the transactions contemplated hereby, have been duly and validly authorized and approved by all necessary corporate or limited liability company action of Franchisee. This Franchise Distribution Agreement (a) has been duly executed and delivered by Franchisee, (b) constitutes the valid and legally binding obligation of Franchisee, and (c) is enforceable against Franchisee in accordance with its terms (subject to applicable bankruptcy, insolvency, reorganization, receivership or other laws affecting the rights of creditors generally and by general equity principles including those respecting the availability of specific performance).

Section 5.3. No Conflicts. The execution, delivery and performance of this Franchise Distribution Agreement by Franchisee, its compliance with the terms hereof, and its consummation of the transactions specified herein will not:

- (a) conflict with, violate, result in the breach of, constitute an event that could result in a default under, or accelerate the performance required by, the terms of any material contract, instrument or agreement to which Franchisee is a party or by which it or its assets are bound, except for conflicts, breaches and defaults which would not have a Material Adverse Effect with respect to Franchisee;
- (b) conflict with or violate the organizational documents of Franchisee;
- (c) violate any Franchisee Applicable Law or conflict with, or require any consent or approval under any judgment, order, writ, decree, permit or license, to which Franchisee is a party or by which it is bound or affected, except to the extent that such

violation or the failure to obtain such consent or approval would not have a Material Adverse Effect with respect to Franchisee;

(d) require the consent or approval of any other party to any contract, instrument or commitment to which Franchisee is a party or by which it is bound, except to the extent that the failure to obtain such consent or approval would not have a Material Adverse Effect with respect to Franchisee; or

(e) require any filing with, notice to, consent or approval of, or any other action to be taken with respect to, any Governmental Authority, except as provided in Section 3.2(c)(iii) (Compliance with Applicable Law), and except to the extent that the failure to obtain such consent or approval would not have a Material Adverse Effect with respect to Franchisee.

Section 5.4. No Defaults. Franchisee is not in default with respect to any contract, agreement, lease, or other instrument to which it is a party or by which it is bound, except for defaults which would not have a Material Adverse Effect with respect to Franchisee, and Franchisee has not received any notice of default under any contract, agreement, lease or other instrument which default or notice of default would materially and adversely affect the performance by Franchisee of its obligations under this Franchise Distribution Agreement.

Section 5.5. Books and Records. Franchisee will maintain records, files and books of account relating to Franchisee's activities in connection with the Program, including records provided to Pathward regarding Account activities. Such records shall be maintained for a period that is no less than five (5) years. All of Franchisee's records, files and books of account relating to the Program, including records provided to Pathward regarding Account activities, are in all material respects complete and correct and are maintained in accordance with Applicable Law.

Section 5.6. No Litigation. As of the date of this Franchise Distribution Agreement, no action, claim or any litigation, proceeding, investigation, regulatory inquiry or arbitration is pending, nor to the knowledge of Franchisee, has been threatened in writing against Franchisee, at law, in equity or otherwise, before any court, board, commission, agency or instrumentality of any federal, state, or local government or of any agency or subdivision thereof or before any arbitrator or panel of arbitrators, to which Franchisee is a party, which, if adversely determined, would have a Material Adverse Effect with respect to Franchisee, the Program or other transactions contemplated by this Franchise Distribution Agreement.

Section 5.7. Financial Capacity. Franchisee has the financial capacity to perform its obligations under this Franchise Distribution Agreement.

## **ARTICLE 6**

### **REPRESENTATIONS AND WARRANTIES OF PATHWARD**

Pathward makes the following representations and warranties to Franchisee, each and all of which will survive the execution and delivery of this Franchise Distribution Agreement, and each and all of which will be deemed to be made as of the date of this Franchise Distribution Agreement and restated and remade on each day of the Term (except as otherwise stated):

Section 6.1. Corporate Existence. Pathward (i) is a national bank duly organized, validly existing, and in good standing under the laws of the United States, and (ii) has all necessary licenses, permits, consents or approvals from or by, and has made all necessary notices to, all Governmental Authorities, to the extent required for Pathward's business, and for the performance of its obligations under this Franchise Distribution Agreement. Pathward is not subject to any regulatory enforcement action or formal investigation.

Section 6.2. Capacity; Authorization; Validity. Pathward has all necessary corporate power and authority to execute and enter into this Franchise Distribution Agreement and to perform its obligations under this Franchise Distribution Agreement. The execution and delivery of this Franchise Distribution Agreement by Pathward, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized and approved by all necessary corporate action of Pathward. This Franchise Distribution Agreement (i) has been duly executed and delivered by Pathward, (ii) constitutes the valid and legally binding obligation of Pathward, and (iii) is enforceable against Pathward in accordance with its terms (subject to applicable bankruptcy, insolvency, reorganization, receivership or other laws affecting the rights of creditors generally and by general equity principles including those respecting the availability of specific performance).

Section 6.3. No Conflicts. The execution, delivery and performance of this Franchise Distribution Agreement by Pathward, its compliance with the terms hereof, and its consummation of the transactions specified herein will not:

- (a) conflict with, violate, result in the breach of, constitute an event that could result in a default under, or accelerate the performance required by, the terms of any material contract, instrument or agreement to which Pathward is a party or by which it or its assets are bound, except for conflicts, breaches and defaults which would not have a Material Adverse Effect with respect to Pathward;

- (b) conflict with or violate the charter or bylaws of Pathward;

- (c) violate any Applicable Law or conflict with, or require any consent or approval under any judgment, order, writ, decree, permit or license, to which Pathward is a party or by which it is bound or affected, except to the extent that such violation or the failure to obtain such consent or approval would not have a Material Adverse Effect with respect to Pathward;

- (d) require the consent or approval of any other party to any contract, instrument or commitment to which Pathward is a party or by which it is bound, except to



the extent that the failure to obtain such consent or approval would not have a Material Adverse Effect with respect to Pathward; or

(e) require any filing with, notice to, consent or approval of, or any other action to be taken with respect to, any Governmental Authority, except to the extent that the failure to obtain such consent or approval would not have a Material Adverse Effect with respect to Pathward.

Section 6.4. No Defaults. Pathward is not in default with respect to any contract, agreement, lease, or other instrument to which it is a party or by which it is bound, except for defaults which would not have a Material Adverse Effect with respect to Pathward, and Pathward has not received any notice of default under any contract, agreement, lease or other instrument which default or notice of default would materially and adversely affect the performance by Pathward of its obligations under this Franchise Distribution Agreement.

Section 6.5. Books and Records. All of Pathward's records, files and books of account relating to the Program, including records provided to EFS regarding Account activities, are in all material respects complete and correct and are maintained in accordance with Applicable Law.

Section 6.6. No Litigation. Except as may be disclosed in reports filed with the SEC under the Securities Exchange Act of 1934, as of the date of this Franchise Distribution Agreement, no action, claim or any litigation, proceeding, investigation, regulatory inquiry or arbitration is pending, nor to the knowledge of Pathward, has been threatened in writing against Pathward, at law, in equity or otherwise, before any court, board, commission, agency or instrumentality of any federal, state, or local government or of any agency or subdivision thereof or before any arbitrator or panel of arbitrators, to which Pathward is a party, which, if adversely determined, would have a Material Adverse Effect with respect to Pathward, the Program or other transactions contemplated by this Franchise Distribution Agreement.

Section 6.7. Financial Capacity. Pathward has the financial capacity to perform its obligations under this Franchise Distribution Agreement.

## **ARTICLE 7 INTELLECTUAL PROPERTY LICENSING**

Section 7.1. Licensing of Pathward Licensed Marks.

(a) Pathward hereby grants to Franchisee and its Affiliates a non-assignable and nonexclusive right and license to use the Pathward Licensed Marks as designated by Pathward for use in connection with the Program. Franchisee and its Affiliates will not use the Pathward Licensed Marks for any purpose except the purposes specifically set forth herein.

(b) Franchisee may use any agreements, terms and conditions, disclosures and other documents for the Financial Products and Marketing Materials for the Program that are provided by EFS, as program manager for Pathward. All other uses of the Pathward Licensed Marks by Franchisee must be approved in advance by Pathward in writing and

must be at all times in compliance with any standards which Pathward may impose in writing from time to time regarding such use.

(c) All rights in and to the Pathward Licensed Marks that are not specifically granted to Franchisee remain with Pathward. Franchisee will cooperate with Pathward in the protection and defense of the Pathward Licensed Marks and in the prosecution, at Pathward's sole option, of infringers of the Pathward Licensed Marks. Franchisee will not register or seek to register any trade name, trademark, service mark, trade dress, logotype, commercial symbol, or other identifier identical or confusingly similar to any of the Pathward Licensed Marks.

(d) The license granted hereunder to use the Pathward Licensed Marks will continue during the Term of this Franchise Distribution Agreement, but if the PMA terminates at or prior to the end of the Term, the license granted hereunder will continue through the completion of the wind-down of the Program as set forth in Section 14.6 (Wind-down) of the PMA. Thereafter, Franchisee will cease any and all use of the Pathward Licensed Marks and destroy or return any Marketing Materials containing the Pathward Licensed Marks to Pathward.

## **ARTICLE 8**

### **CONFIDENTIALITY; FINANCIAL PRIVACY**

#### **Section 8.1. Limits on Access, Use and Disclosure of Confidential Information.**

(a) Pathward's and EFS's rights to use and disclose Confidential Information are set forth in Article 10 (Confidentiality) of the PMA.

(b) Franchisee and its Representatives may not access, use or disclose Confidential Information of another Party except:

- (i) as expressly permitted by this Franchise Distribution Agreement;
- (ii) to perform its obligations or enforce its rights with respect to the Program or this Franchise Distribution Agreement;
- (iii) to respond to a valid subpoena, order or written request from a Governmental Authority having jurisdiction over a Party for Confidential Information;
- (iv) as required by any Applicable Law; or
- (v) with the prior written consent of the Party whose Confidential Information is to be disclosed.

(c) Franchisee will limit access to the other Parties' Confidential Information to its employees, consultants, Affiliates, and service providers that have a reasonable need to access such Confidential Information in connection with the Program, or for purposes permitted by this Franchise Distribution Agreement. The Party providing access

to another party's Confidential Information will be liable for the acts or omissions of individuals referred to in the preceding sentence with respect to such Confidential Information.

Section 8.2. Regulatory Requests. If Franchisee receives a Regulatory Request to disclose any Confidential Information of Pathward, Franchisee will, to the extent permitted by Applicable Law:

- (a) notify the other Parties of such Regulatory Request promptly after its receipt;
- (b) consult with the other Parties with respect to such Regulatory Request; and
- (c) if disclosure is required by Applicable Law, at any other Party's request and expense, reasonably cooperate with the other Party in any attempt by the other Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information of the other Party.

Section 8.3. Disposition of Confidential Information. Upon the termination or expiration of this Franchise Distribution Agreement, Franchisee will maintain any Confidential Information it is permitted to retain in accordance with the terms of this Franchise Distribution Agreement and Applicable Law and will dispose of any Confidential Information (other than any Confidential Information Franchisee is permitted to retain, use or disclose after the Term) in accordance with the EFS's reasonable instructions. Franchisee will use commercially reasonable measures designed to properly dispose of the Confidential Information, whether in paper, electronic, or other form, so that the information cannot practicably be read or reconstructed.

Section 8.4. EFS's and its Affiliates' Right to Collect, Access, Use, and Disclose Program Information. Notwithstanding any other provisions of this Franchise Distribution Agreement, during and after the Term, EFS and its Affiliates may collect, access, use and disclose Program Information to the fullest extent permitted by Applicable Law, regardless of who owns the Program Information or whether it is otherwise considered Confidential Information, so long as the use and disclosure of such information does not involve the sale of Program Customer Data to any third party in a manner that would impose additional state law data privacy obligations on Pathward above and beyond what is required by the GLBA.

Section 8.5. Restrictions on Pathward's Use and Disclosure of Program Information. Notwithstanding any other rights it may have at law or by contract relating to the use or disclosure of Program Information, during and after the Term, Pathward will not collect, access, use or disclose Program Information except as specifically permitted in the PMA.

Section 8.6. Restrictions on Franchisee's Use and Disclosure of Program Information. Notwithstanding any other rights it may have at law or by contract relating to the use or disclosure of Program Information, during and after the Term, Franchisee will not collect, access, use or disclose Program Information for any purpose except:

- (a) to perform its obligations or enforce its rights with respect to this Franchise Distribution Agreement;

(b) to respond to a valid subpoena, order or written request from a Governmental Authority having jurisdiction over Franchisee for Confidential Information or Program Information;

(c) as required by any Applicable Law; or

(d) with the prior written consent of EFS.

Section 8.7. Privacy. Each Party will comply with Applicable Law relating to the use and disclosure of Program Customer Data and Prospect Data, including the applicable terms and provisions of GLBA and the Code, including honoring any consumer opt-outs of sharing as required by Applicable Law. In all cases, the delivery of HRB Customer information by EFS or Franchisee is subject to receipt of any consents or authorizations from the HRB Customer required by Applicable Law.

Section 8.8. Data Security.

(a) Pathward and EFS. The rights and obligations of Pathward and EFS with respect to data security are set forth in Article 11 (Privacy and Data Security) of the PMA.

(b) Protection of Program Customer Data. Franchisee will establish, implement and maintain appropriate administrative, technical, and physical safeguards to ensure the security, confidentiality, and integrity of all Program Customer Data and Prospect Data within its possession. Franchisee will use the same degree of care in protecting Program Customer Data and Prospect Data against unauthorized disclosure as it accords to its own confidential customer information, but in no event less than a reasonable standard of care.

(c) Data Breach Investigation. If Franchisee suffers an actual or suspected Data Breach of the information systems it maintains, it agrees to take action promptly, at its own expense, to investigate the actual or suspected Data Breach and, if an actual Data Breach is confirmed, to identify and mitigate the effect of the Data Breach and implement reasonable and appropriate measures in response. Franchisee will permit Pathward and EFS to conduct, or alternatively Pathward and EFS may require the Franchisee to engage a qualified third-party reasonably approved by Pathward and EFS to conduct, an investigation of an actual or suspected Data Breach; provided, however, that such investigation may not unreasonably interfere with the investigation being conducted by Franchisee or the operations of Franchisee. Franchisee will pay for the reasonable costs of its investigation and any required notifications, which notification will be mutually agreed upon by the Parties (such agreement not to be unreasonably withheld) or other remediation it reasonably deems necessary.

(d) Notice of Data Breach. Franchisee will notify EFS and Pathward promptly, and in any event within twenty-four (24) hours, following discovery or notification of any

actual or suspected Data Breach of the information systems it maintains (including through third-party service providers) that access, process or store Program Customer Data or Prospect Data. To the fullest extent permitted by Applicable Law, Franchisee also will

provide Pathward and EFS with information reasonably requested by Pathward and EFS regarding such Data Breach to assist each of Pathward and EFS in implementing its information security response program and, if applicable, in notifying affected Program Customers and Prospective Customers, as applicable, as well as other third parties, if required by Applicable Law.

(e) Costs. Franchisee will reimburse Pathward for its reasonable out-of-pocket expenses incurred as a result of the Data Breach of the information systems it maintains. For the purposes of this provision, reasonable out-of-pocket expenses means the cost of ID monitoring services (for 12 months or such longer period as required by Applicable Law) for affected Program Customers and Prospective Customers who choose to enroll, and any costs associated with mailing required notices to affected Program Customers and Prospective Customers.

Section 8.9. Disaster Recovery. Franchisee agrees to maintain a disaster recovery plan, which it will test regularly, but at a minimum one (1) time per calendar year, as well as systems, equipment, facilities and trained personnel that will enable it to perform its essential obligations under this Franchise Distribution Agreement consistent with such disaster recovery plan continuously through a disaster. Pathward or EFS may request Franchisee to make a summary of its disaster recovery plan available for review. Franchisee may make changes to its disaster recovery plan from time to time without Pathward's consent; provided that such changes do not materially decrease the level of protection offered by the disaster recovery plan.

## **ARTICLE 9 TERM AND TERMINATION**

Section 9.1. Term. The term of this Franchise Distribution Agreement (the "**Term**") commences as of the Effective Date and will terminate on the earlier of (a) November 1, 2023, (b) the date Franchisee executes a new agreement among Franchisee, Pathward and EFS relating to the distribution of Financial Products under the Program, (c) the date of termination or expiration of the PMA or (d) the date of termination or expiration of the Franchise License Agreement. This Franchise Distribution Agreement may be terminated early by written agreement of the Parties.

Section 9.2. Early Termination for Cause. This Franchise Distribution Agreement may be terminated by any Party immediately upon notice to the non-terminating Parties if (i) any representation or warranty of a non-terminating Party in this Franchise Distribution Agreement is breached and fails to be true and correct in any material respect as of the date when made or reaffirmed, or (ii) a non-terminating Party fails to perform any material covenant or other agreement contained in this Franchise Distribution Agreement and the same remains uncured for a period of thirty (30) days after the terminating Party provides written notice thereof; and in either case, such breach or failure has a Material Adverse Effect on the terminating Party or the Program.

Section 9.3. Continuing Obligations. Termination of this Franchise Distribution Agreement will not affect the rights or obligations of any Party that accrue prior to termination or with respect to any transactions involving any Financial Product occurring or arising prior to termination, or which, under the PMA, continue after termination. If, pursuant to Section

14.5(a)(i) (Duties After Termination) of the PMA, EFS directs Pathward to cease offering Financial Products, then Franchisee will not solicit, market or advertise the Financial Products or accept new Applications except as otherwise mutually directed by EFS and Pathward pursuant to the terms of the PMA.

Section 9.4. Right to Suspend Franchise Location. Pathward may, after consultation with and notice to EFS and the Franchisee, suspend the issuance of Financial Products in a particular Franchise Location, in Pathward's reasonable good faith discretion, if Franchisee fails to perform any material covenant or other obligation contained in this Franchise Distribution Agreement and such failure would cause Pathward to be in violation of Applicable Law or present a significant risk of financial harm to Pathward.

## **ARTICLE 10 MISCELLANEOUS**

Section 10.1. Limitation of Liability for Refund Advance. Except in the case of gross negligence, willful misconduct, or actual fraud, no Party will be liable to another Party under this Franchise Distribution Agreement for any indirect, consequential, incidental, special, punitive, or exemplary damages, or lost profits if those indirect, consequential, incidental, special, punitive, or exemplary damages, or lost profits arose with respect to the Refund Advance product, whether in contract, tort (whether in negligence or strict liability) or other legal or equitable theory, regardless of whether such Party knew or should have known of the possibility of such damages.

Section 10.2. Indemnification.

(a) Indemnification of Pathward by Franchisee. Franchisee, at its expense, will protect, indemnify, defend and hold harmless Pathward, its Affiliates, and their respective Representatives (collectively, "**Pathward Indemnified Parties**"), from and against any and all Losses suffered or incurred by any Pathward Indemnified Party, either directly or as a result of any third-party Claim, to the extent such Losses arise out of or result from (i) any negligent, willful or fraudulent act or omission on the part of Franchisee, its Affiliates, or any of their respective Representatives or third-party service providers in connection with the Program; (ii) any breach by Franchisee or its Affiliates of any representation, warranty, covenant or other provision of this Franchise Distribution Agreement; (iii) a Data Breach of Franchisee, its Affiliates or any their respective Representatives or third party service providers; or (iv) tax and other products or services offered by Franchisee or its Affiliates for which Pathward is not the provider of the product or service; provided, however, that Franchisee will have no obligation to indemnify any Pathward Indemnified Party under this Section 10.2(a) against any Losses to the extent that such Losses result from any act, omission or conduct of (1) a Pathward Indemnified Party or Pathward Service Provider described in Section 10.2(b) (Indemnification of Franchisee by Pathward); or (2) EFS or its Affiliates.

(b) Indemnification of Franchisee by Pathward. Pathward, at its expense, will protect, indemnify, defend and hold harmless Franchisee, its Affiliates, and their respective Representatives (collectively, "**Franchisee Indemnified Parties**"), from and against any and all Losses suffered or incurred by any Franchisee Indemnified Party, either directly or

as a result of any third-party Claim, to the extent such Losses arise out of or result from: (i) any negligent, willful or fraudulent act or omission on the part of Pathward, its Affiliates, any Pathward Service Provider, or any of their respective Representatives in connection with the Program; (ii) any breach by Pathward or its Affiliates of any representation, warranty, covenant, or other provision of this Franchisee Distribution Agreement; or (iii) a Data Breach of Pathward, its Affiliates or any Pathward Service Provider; provided, however, that Pathward will have no obligation to indemnify any Franchisee Indemnified Party under this Section 10.2(b) against any Losses to the extent that such Losses result from any act, omission or conduct of a Franchisee Indemnified Party or its third party service providers described in Section 10.2(a) (Indemnification of Pathward by Franchisee).

(c) Indemnification Procedures. The indemnitee shall promptly notify the indemnitor in writing of any Claim for which the indemnitee is seeking indemnification from the indemnitor under this Section 10.2; provided, however, that the failure of any indemnitee to so notify the indemnitor shall not relieve the indemnitor of its indemnification obligations hereunder to the extent that such failure does not actually prejudice the indemnitor with respect to such claim; and provided, further that the indemnitor shall not compromise or settle any claim or action without the prior approval of the indemnitee. The indemnitee shall have the right (but not the obligation) to defend such action or proceeding by retaining attorneys of its own selection to represent it at the indemnitor's reasonable expense; provided that the indemnitor shall in all events have the right to participate in such defense; and provided further that the indemnitee shall not compromise or settle any such claim or action without the prior approval of the indemnitor.

Section 10.3. Binding Agreement; Assignment. This Franchise Distribution Agreement is binding on the Parties and their respective successors and permitted assigns. No Party may assign any rights or obligations under this Franchise Distribution Agreement without the prior written consent of the other Parties.

Section 10.4. Entire Agreement; Amendments. This Franchise Distribution Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. This Franchise Distribution Agreement may be amended or modified only by a written instrument executed by each Party.

Section 10.5. No Third-Party Beneficiaries. Except as expressly set forth herein, nothing in this Franchise Distribution Agreement is intended or will be deemed to confer any rights or benefits upon any Person other than the Parties or to make or render any such other Person a third-party beneficiary of this Franchise Distribution Agreement.

Section 10.6. Non-Waiver of Default. The failure of any of the Parties to insist, in any one or more instances, on the performance of any terms or conditions of this Franchise Distribution Agreement will not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of any non-performing Party with respect thereto will continue in full force and effect.

Section 10.7. Severability. If any provision of this Franchise Distribution Agreement is held to be invalid, void or unenforceable, the Parties will work in good faith to reform such provision and all other provisions will remain valid and enforceable to the extent permitted by law.

Section 10.8 Notice. All notices, consents, waivers or other communications required or permitted under this Franchise Distribution Agreement must be in writing and will be deemed effective upon personal delivery, upon email receipt (but only when acknowledged as received by the Party to whom such notice or other communication is to be given or made), or upon receipt when sent by a nationally recognized overnight courier service which provides for tracking and receipt upon delivery, addressed to the Party to whom such notice or other communication is to be given or made at such Party's address as set forth below, or to such other address as such Party may designate in writing to the other Parties:

If to Pathward: Pathward, N.A.  
Attn: Brett Pharr  
5501 South Broadband Lane  
Sioux Falls, SD 57108  
Email: bpharr@metabank.com

With a copy to: Pathward, N.A.  
Attn: General Counsel  
5501 South Broadband Lane  
Sioux Falls, SD 57108  
Email: legalnotice@metabank.com

If to EFS: Emerald Financial Services, LLC  
Attn: Jim Koger, Vice President  
One H&R Block Way  
Kansas City, MO 64105  
Email: jkoger@hrblock.com

With a copy to: HRB Tax Group, Inc.  
Attn: Kathleen Ryan  
One H&R Block Way  
Kansas City, MO 64105  
Email: kathleen.ryan@hrblock.com

If to Franchisee: The mailing address or e-mail address of notice for Franchisee in the records of Pathward or HRB Tax Services, as applicable, as updated by Franchisee from time to time.



With a copy to:

H&R Block Tax Services LLC  
Attn: Sudee Wright  
One H&R Block Way  
Kansas City, MO 64105  
Email: sudee.wright@hrblock.com

Section 10.9. Force Majeure. If the performance by a Party of its obligations under this Franchise Distribution Agreement is delayed or prevented (in whole or in part) by a Force Majeure Event, such Party will be excused, discharged, and released of performance to the extent such performance or obligation is so delayed or prevented by the Force Majeure Event without liability of any kind. The Party subject to a delay or prevention as contemplated herein will, as soon as practicable and in all events within three (3) days following the occurrence of a Force Majeure Event, notify the other Parties of such Force Majeure Event, which notice will set forth: (a) the nature of the Force Majeure Event; (b) its expected effect(s) and duration; (c) any expected development which may further affect performance hereunder; and (d) the efforts undertaken or to be undertaken to cure such Force Majeure Event or provide substitute performance.

Section 10.10. Relationship of the Parties. This Franchise Distribution Agreement is not intended to create, and does not create, a partnership relationship or joint venture among the Parties.

Section 10.11. Governing Law. This Franchise Distribution Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

Section 10.12. Dispute Resolution. In the event of any dispute, controversy, or claim between the Parties arising out of or relating to this Franchise Distribution Agreement or the making, construction, interpretation, performance, breach, termination, enforceability or validity thereof (a "**Dispute**"), the Party raising such Dispute will promptly provide notice to the other Party. The failure of a Party to promptly provide notice of a Dispute does not waive any rights of such Party with respect to such Dispute (except to the extent of harm caused by the failure to give prompt notice). The Parties will cooperate and attempt in good faith to resolve any Dispute promptly by negotiating between Persons who have the authority to settle the Dispute prior to resorting to litigation. The Parties may, but are not required to, choose to engage in a non-binding mediation process. If the matter is not resolved within fifteen (15) days following a Party's notice of a Dispute to the other Party, the Party may proceed to litigation. Notwithstanding the foregoing, nothing in this Franchise Distribution Agreement prevents a Party from seeking immediate injunctive relief from a court as provided in Section 10.14 (Consent to Jurisdiction). Except as expressly set forth herein, nothing in this Section 10.12 will limit a Party's right to give notice of termination or otherwise pursue its right to terminate this Franchise Distribution Agreement or pursue any other rights set forth in this Franchise Distribution Agreement.

Section 10.13. Waiver of Jury Trial. ALL PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN

ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM BETWEEN THE PARTIES CONCERNING ANY RIGHTS UNDER THIS FRANCHISE DISTRIBUTION AGREEMENT, ANY RELATED DOCUMENT OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY RELATIONSHIP BETWEEN THE PARTIES EXISTING IN CONNECTION WITH THIS FRANCHISE DISTRIBUTION AGREEMENT, AND AGREE THAT ANY SUCH ACTION, SUIT, PROCEEDING OR COUNTERCLAIM WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS FRANCHISE DISTRIBUTION AGREEMENT.

Section 10.14. Consent to Jurisdiction. Except as otherwise expressly provided in this Franchise Distribution Agreement, any suit, action or proceeding seeking to enforce any provision of, or based on any disagreement arising between the Parties out of or in connection with, this Franchise Distribution Agreement or the transactions contemplated hereby will be (a) if the suit, action or proceeding is brought by Pathward, in the United States District Court for the Western District of Missouri, located in the City of Kansas City or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a state court located in the State of Missouri in the City of Kansas City or, (b) if the suit, action or proceeding is brought by EFS or Franchisee, in the United States District Court for the District of South Dakota, located in the City of Sioux Falls, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a state court located in the State of South Dakota in the City of Sioux Falls. Each of the Parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom). Each Party in any such suit, action or proceeding irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the laying of venue in any such court or that any such court is an inconvenient forum. Process may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court.

Section 10.15. Cumulative Remedies; Waivers. Except as otherwise expressly provided herein, all remedies provided for in this Franchise Distribution Agreement are cumulative and in addition to and not in lieu of any other remedies available to a Party, whether at law, in equity, or otherwise. No release, discharge or waiver of any provision hereof is enforceable against or binding upon a Party unless in writing and executed by a duly authorized officer of such Party. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Franchise Distribution Agreement, is a waiver of any rights or remedies that a Party may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

Section 10.16. Survival. The following provisions will survive the expiration or termination of this Franchise Distribution Agreement: Article 1 (Definitions), Article 7 (Intellectual Property Licensing), Article 8 (Confidentiality; Financial Privacy), Section 9.3 (Continuing Obligations), Article 10 (Miscellaneous), and any other provision intended by its terms to survive.

Section 10.17. Further Assurances. Each Party agrees to execute all such further documents and instruments and to do all such further things as any other Party may reasonably request in order to give effect and to consummate the transactions contemplated hereby.

Section 10.18. Cooperation. Each Party covenants that it will use commercially reasonable efforts to cooperate with the other Parties in the operation of the Program and in performing its obligations under this Franchise Distribution Agreement.

Section 10.19. Counterparts. This Franchise Distribution Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Franchise Distribution Agreement and all of which, when taken together, will be deemed to constitute one and the same Franchise Distribution Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Franchise Financial Products Distribution Agreement as of the date of this Franchise Financial Products Distribution Agreement.

PATHWARD, N.A.

By: /s/ Glen Herrick  
Name: Glen Herrick  
Title: Executive Vice President and  
Chief Financial Officer

EMERALD FINANCIAL SERVICES, LLC

By: /s/ Jim Koger  
Name: Jim Koger  
Title: Vice President

The above signatures by Pathward and EFS are intended to be countersignatures on each and every Franchise Financial Products Distribution Agreement that is executed electronically by any Franchisee.

By checking the box, Franchisee indicates their intent to be bound as if they signed in ink.

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## STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>State Effective Dates</b>
California	PENDING
Florida	February 17, 2023
Hawaii	N/A
Illinois	PENDING
Indiana	PENDING
Kentucky	November 2, 1994
Maryland	PENDING
Michigan	September 12, 2023
Minnesota	PENDING
Nebraska	August 7, 2008
New York	November 1, 2004
North Dakota	PENDING
Rhode Island	PENDING
South Dakota	PENDING
Texas	July 25, 2008
Utah	July 27, 2023
Virginia	PENDING
Washington	PENDING
Wisconsin	PENDING
In all other states, the effective date is the issuance date	September 28, 2023

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If H&R Block Tax Services LLC offers you a franchise, it must provide this disclosure document to you 14-calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

**Iowa requires us to give you this disclosure document at the earlier of the first personal meeting or 14-calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.**

**New York requires us to give you this disclosure document at the earlier of the first personal meeting or 10-business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.**

**Michigan requires us to give you this disclosure document at least 10-business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.**

If H&R Block Tax Services LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the state agency listed on Exhibit A.

The franchisor is H&R Block Tax Services LLC, One H&R Block Way, Kansas City, MO 64105. Its telephone number is 816-854-3000.

Franchise sellers for this offering at the above address are: Shawn P. Moore 816-854-5818 and Giuseppina Cappello 816-854-5730. The name, phone number, and address of any additional franchise sellers involved in offering the franchise:

\_\_\_\_\_  
\_\_\_\_\_.

I received a disclosure document dated September 28, 2023, that included the following Exhibits:

A State Administrators and Agents for Service of Process	H-1 Term Loan Credit and Security Agreement
B State Amendments to Franchise Disclosure Document and Franchise License Agreement	H-2 Short-Term Loan Credit and Security Agreement
C Guarantee of Performance	I-1 Franchise Electronic Filing and Software Systems Agreement
D Financial Statements	I-2 Peace of Mind Franchisee Acknowledgement
E List of Franchisees and Certain Former Franchisees	I-3 Franchise Financial Products Distribution Agreement
F-1 Franchise License Agreement (FLA)	J Operations Manual Table of Contents
F-2 Addendum to FLA H&R Block Small Business – Standard	K Receipts
F-3 Amendment to FLA Non-H&R Block Business	
G Sample Form of General Release	
Date: _____ (Date received-Do not leave blank)	_____ Signature of Prospective Franchisee _____ Print Name

### Franchisee Prospect Instructions:

- Complete all blank lines as directed above, including inserting the name, phone number, and address of additional franchise sellers assisting you on the blank lines at mid page if they are not already named;
- Return one completed Receipt via mail, fax, or as an email attachment as directed by H&R Block; and
- Keep a signed and dated copy for your records.

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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**New York requires us to give you this disclosure document at the earlier of the first personal meeting or 10-business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.**

**Michigan requires us to give you this disclosure document at least 10-business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.**

If H&R Block Tax Services LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the state agency listed on Exhibit A.

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- Keep a signed and dated copy for your records.