

**NON-PROFIT REFERRAL AGREEMENT
TERMS AND CONDITIONS**

This Non-Profit Referral Agreement ("Agreement") is made and entered into between the non-profit organization identified in the signature block ("Organization") and H&R Block Services, Inc. ("Block"). By participating in the Non-Profit Referral Program ("Program"), Organization agrees to be bound by these terms and conditions.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. The following terms shall have the meanings set forth below:

"Referral Form" means the pre-printed form identifying Organization, produced by Block for use by Organization to promote the Program.

"Qualifying New Client" means a person that: (i) pays Block or a participating H&R Block franchisee in the United States to prepare their original tax return between January 1 and the IRS income tax filing deadline (usually April 15) of any year during the Term; (ii) presents the Referral Form, but not another third party referral form or coupon or discount of any kind, prior to completion of the initial tax office interview; and (iii) did not have their tax return for the prior tax year prepared by or through Block or an H&R Block franchisee. For clarification, Organization will not receive any Referral Payment for an amended tax return, or a client that used a Block or an H&R Block franchisee tax office for the prior tax year. The matching criteria used to determine a Qualifying New Client are set forth in Section 4.2. Block associates and employees cannot be Qualifying New Clients.

2. PROMOTION OF BLOCK SERVICES. Block will provide to Organization pre-printed Referral Forms that clients must present to Block at the time of their initial tax office interview. Organization will promote Block's tax preparation services to its employees, customers and members during the Term using the Referral Form. Organization may not modify or alter the Referral Form (other than by adding the name of the client) without Block's prior written approval.

3. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP. Block retains all right, title and ownership in and to its trademarks, content, materials and other intellectual property. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel or otherwise, a license to any of either party's intellectual property or proprietary technology other than the limited licenses granted in accordance with the terms of this Agreement to promote the Block's services.

4. PAYMENTS: COMPENSATION.

4.1 Referral Payment. In consideration of Organization's obligations under this Agreement, Block shall pay Organization twenty-five dollars (\$25.00) for each Qualifying New Client referred during each year of the Term ("Referral Payment"). Block shall pay the Referral Payment to Organization approximately 8 weeks after June 1 of each year of the Term.

4.2 Determination of Qualifying New Clients. Block will determine Qualifying New Clients by comparing the social security number ("SSN") of the

primary taxpayer listed on the tax return for the year the Referral Form is presented against the SSNs of the primary taxpayer and spouse of the primary taxpayer from Block's records for the prior tax year. If the SSN of the primary taxpayer from the current return matches the SSN of any client of Block or a franchisee from the prior tax year, it will not constitute as a Qualifying New Client. The parties acknowledge that this shall be the conclusive manner to determine whether a particular client used H&R Block in the prior tax year.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY, OR ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, PARENT COMPANIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, FRANCHISEES, OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, POTENTIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOST PROFITS OR LOST REVENUES) EVEN IF A PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. TERM AND TERMINATION; SURVIVAL.

6.1 Term. The term of this Agreement ("Term") will begin as of the first day of Organization's participation in the Program and will continue until terminated by either party upon thirty (30) days prior written notice to the other party.

6.2 Survival. Sections 3, 5 and 7 shall survive termination or expiration of this Agreement.

7. GENERAL PROVISIONS.

7.1 Entire Agreement/Acceptance of Agreement. This Agreement constitutes the complete, final and exclusive understanding and agreement between Organization and Block with respect to the relationship contemplated herein, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement, correspondence or communication between Organization and Block concerning the subject matter hereof. Neither party is relying upon any warranties or representations not expressly stated in this Agreement. The validity, construction, interpretation and legal effect of this Agreement shall be governed by the laws and judicial decisions of the State of Missouri without giving effect to principles of conflicts of law. Organization may not assign this Agreement without Block's consent. The parties shall be independent contractors with respect to each other. Nothing contained herein shall be construed to constitute either of the parties as principal and agent, employer and employee, partners or joint venturers. As used herein, Block shall include its tax preparation affiliates. This Agreement contains the terms and conditions under which Block offers the Program. Organization's participation in the Program and receipt of any Referral Payment is subject to the terms set forth herein notwithstanding any failure by Organization to execute and return the Agreement to Block.

7.2 Dispute Resolution. Any disputes or claims between the parties arising out of or relating to this Agreement shall be resolved by binding arbitration by the National Arbitration Forum (or its successor), according to the Code of Procedure then in effect. The parties must select one arbitrator who must be a lawyer with at least ten years experience practicing law. The decision of such arbitration will be binding and not subject to appeal. Either party may enforce such award in any court having jurisdiction. This agreement shall be governed by and interpreted under the Federal Arbitration Act.

Name of Organization: _____

Address: _____

City State & Zip Code: _____

Tax ID: _____

Contact Name and Number: _____

Signature: _____