

Client's Name(s):
H&R Block Office:

Peace of Mind® Extended Service Plan Terms, Conditions and Limitations

Thank you for purchasing Peace of Mind®. We appreciate the opportunity to serve you! The Peace of Mind® Extended Service Plan (the "Plan") is offered by H&R Block Canada, Inc. ("H&R Block") and is available only at participating H&R Block offices at the time your return is completed. The Plan is separate from, and in addition to, the H&R Block Guarantee that pays penalty and interest resulting from an H&R Block error in tax preparation.

The Plan is effective when paid for and signed by you, and cannot be transferred by you to others. Subject to the exceptions noted below, the Plan provides you with the benefits described below with respect to the individual federal and provincial returns prepared and paid for on the date of this agreement, and in respect of which the Plan is purchased.

The Plan applies only to filed and accepted original individual Canadian resident T1 and TP1 tax returns prepared by H&R Block for the year of the return and for which the balance due for tax preparation fees has been paid. The Plan applies only to the year of the tax return for which you purchased it, and not to any assessment or reassessment of prior or subsequent year tax returns. By agreeing to the terms outlined herein, **you represent to us that you have reviewed the items on your return to ensure it includes all your sources of income**, and that items or issues on the return have not been, or are not currently, under examination by tax authorities as of the date you pay for the Plan or the date any unpaid balance owing to H&R Block is paid, whichever is last.

If your return is reassessed or audited, H&R Block will provide you with a "Qualified Person (an H&R Block Canada Associate but not a lawyer)" to represent you before the tax authority should that tax authority question the accuracy of your return.

If your net tax liability increases as a result of an error in tax preparation by H&R Block and the error is discovered by you, your authorized non-H&R Block representative or a tax authority, during the period of three years from the filing date for the relevant return, H&R Block will reimburse you for your payment of that incremental net tax liability up to a cumulative total of \$3,000 for the return, subject to the terms and conditions detailed below. Any H&R Block errors resulting from H&R Block's misinterpretation of your tax situation will only be reimbursed if all other terms and conditions have been met by you, including that you have provided complete and accurate information to H&R Block, and evidence of payment of your net tax liability. H&R Block may, at its sole discretion and expense, challenge the determination that additional taxes are owed, and if the challenge is unsuccessful, will reimburse you for your payment of additional taxes up to the \$3,000 maximum. The three-year limitation applies to both your federal and provincial returns, including returns for which the "open" period to review returns is longer than three years. In some cases, the correction of a specific error will involve changes on multiple returns, which may result in an overpayment on one return and a balance due on another. In those cases, overpayments and balances due may be netted by H&R Block in determining the amount it will reimburse you for additional taxes owed and paid as a result of correction of the error. H&R Block assumes no responsibility for payment of additional taxes to a tax authority. You are responsible for making payment of additional taxes to the tax authority, and providing evidence of that payment to H&R Block for reimbursement.

Before any payment to you, you must:

- (a) **notify H&R Block of any notice regarding your tax return prior to any call, conference, reassessment or audit with any government agency and within 15 days from the date of the initial notice;**
- (b) promptly provide H&R Block with copies of such notices and other documents relating to or substantiating any information in question;
- (c) provide H&R Block with reasonable notice of any meetings with the tax authority and allow H&R Block to attend the meeting either with you or as your authorized representative with Power of Attorney;
- (d) allow H&R Block at its sole discretion and expense, to challenge the determination that additional taxes and penalties and interest are owed;
- (e) provide H&R Block with your receipt as proof of your purchase of the Plan; and
- (f) provide H&R Block with evidence that you have paid to a tax authority the amounts for which you are claiming reimbursement under the Plan.

The Plan does not apply to:

- (a) amended returns T1-ADJ and TP1-R-V ADJ unless the H&R Block error at issue is a result from the error in the original tax preparation;
- (b) non-individual returns such as corporate (T2), provincial sales tax returns, occupancy tax, partnership (T5013), and T3 returns for trusts and estates;
- (c) errors made on any form other than your tax return, such as forms used to file for rebate programs or benefits like the Canada Child Benefit or Disability Tax Credit (an "Ancillary Form");
- (d) errors made by tax authorities on their own forms and calculations are excluded from POM payment, even if H&R Block relied on the error in preparing your return;
- (e) any return for which, as of the date you purchase the Plan, you have knowledge of additional taxes owed;
- (f) any return for which you have received, on or before the date of such purchase, any notification from any tax authority of examination or audit;

Client's Name(s):
H&R Block Office:

- (g) any return for which errors have been identified by H&R Block prior to an assessment of additional taxes by tax authorities and can be corrected by H&R Block within 30 days from H&R Block's preparation of the return;
- (h) any information taken from a prior year's return;
- (i) additional taxes, penalties and interest that are assessed as the result of (i) incorrect, incomplete, false or misleading information that you have given to H&R Block in connection with its preparation of a return; (ii) the government's inability to obtain from you sufficient records to support deductions, credits and other items on your return; (iii) your failure to pay on a timely basis the taxes as shown to be due on your return; and (iv) additional taxes assessed as a result of your desire to take a position on your return that challenges current tax authority or judicial tax law guidelines or interpretation;
- (j) any changes in a tax refund amount, including if a refund amount is assessed to zero; and
- (k) assessment of additional taxes that occur after three years from the date on which the return is filed.

Other:

- If you receive a refund of any amount that H&R Block has reimbursed you for under the Plan, you must repay it to H&R Block.
- In all matters relating to the Plan, time is of the essence. Failure to follow the timelines may jeopardize your claim.
- The Plan is governed by and will be interpreted under the laws of your province of residence.
- The Plan Terms, Conditions and Limitations set out in this document represent the full agreement with respect to the Plan, and supersede and replace all promises, understandings or discussions regarding the Plan. There are no other conditions, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the Plan. No changes to the Plan will be enforceable unless made in writing by H&R Block.
- This Plan will inure to the benefit of and be binding upon the successors, permitted assigns, heirs, executors and legal personal representatives of the parties. You may not assign your rights under this Plan without the written consent of H&R Block which can be withheld for any reason.

Claim Process - Frequently Asked Questions:

I received an inquiry from a tax authority. What do I do next?

1. Provide your tax authority notice and any related documents to your local H&R Block office within 15 days from the date of the initial notice. If you don't contact us within this 15-day period, your claim may be denied.
2. Your local H&R Block office will investigate the issue, providing full audit representation from a "Qualified Person (an H&R Block Canada Associate but not a lawyer)" if necessary. (Please note while all receipts are not required for tax return preparation, you must make them and any other required documentation available to the tax authority in the event they are requested).
3. Once the final determination has been made by the tax authority, and if additional taxes are owed due to H&R Block's error or an interpretation difference between H&R Block and the tax authority, you must pay the additional taxes and provide your H&R Block office with evidence of that payment. The office will submit your claim to the Peace of Mind® Claims Department after the tax authority has issued its final Notice of Assessment or Reassessment where it will be reviewed and processed within two to twelve (12) weeks.
 - If your claim is approved, you will receive a cheque reimbursement.
 - If your claim is not approved, you will receive a letter explaining the reason for the denial. If you disagree with the denial, you may call your local H&R Block office or 1-800-HRBLOCK (1-800-472-5625) to request a review of the determination. Your claim will usually be reviewed within three to five days. You will receive the final determination in writing.
 - If penalties and interest are due in addition to taxes, that payment may be processed and paid together on one cheque or paid separately under the conditions of the H&R Block Guarantee. The penalties and interest accumulated within the first year of filing the return may be covered under the H&R Block Guarantee and if a reassessment occurs in the second or third year then those penalties and interest may be covered under the Plan.

What are the tax implications of receiving a Peace of Mind® payment?

A payment made to you under this Plan may be taxable to you depending on various factors, including without limitation whether you are self-employed. Therefore, you may need to include any reimbursement payment on your tax return next year. H&R Block is not responsible for the payment of any taxes you may owe on such income.

What net tax liability increases are eligible for Peace of Mind® payment?

For purposes of the Plan, your net tax liability increases if, solely as a result of H&R Block error, your amount payable to the tax authority is higher than it would have been if the error did not occur. You will not be eligible for POM payment if your tax liabilities would have been the same amount regardless of H&R Block's error. For example, CPP and QPP contributions payable on self-employment income and other earnings and refunds of CPP/QPP overpayments, along with overpayments of CWB advance payments are not included in the definition of net tax liability.

Who do I contact if I have more questions?

You should contact the H&R Block office where your claim was originally filed. You may also speak to a client service representative by calling 1-800-HRBLOCK. (1-800-472-5625).

ARBITRATION IF A DISPUTE ARISES

If a dispute arises between you and H&R Block in connection with the Plan, or in respect of any legal relationship associated with or derived from this Plan, then (unless prohibited by the law of the province or territory in which you reside) the dispute will be finally resolved by arbitration under



Client's Name(s):
H&R Block Office:

the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. The Seat of Arbitration will be the capital city of your province or territory of residence. The language of the arbitration will be English.

Peace of Mind® Extended Service Plan Terms, Conditions and Limitations

SATISFACTION

If for any reason you are not satisfied with the terms of this Plan and want to rescind it, you may obtain a full refund of the fee you paid for the Plan provided that within seven (7) days from the date of purchase you contact the manager of the H&R Block office where your tax return was prepared and provide at that office the receipt for such payment.

The undersigned Client hereby represents, warrants and agrees, and acknowledges that in offering the Plan H&R Block is relying on these representations, warranties, and agreements in addition to the other representations, warranties and agreements in the Plan, that:

1. all information, written and oral, submitted or communicated to H&R Block by or on behalf of the undersigned is true and accurate in all respects;
2. H&R Block has been provided with full and complete disclosure of all income received or gains derived by the undersigned respecting the taxation year of the return in respect of which the Plan is being purchased; and
3. individual tax returns for all prior tax years have been, or are concurrently with the return for which I am purchasing the Plan being, duly filed as required by law; all amounts owing by the undersigned in respect of those years have been paid in full; and there are no outstanding assessments, reassessments, appeals or other proceedings pending relating to any tax return previously filed by or on behalf of the undersigned.

Peace of Mind® Extended Service plan tax returns purchased for:

Tax Year										
Peace of Mind® Fee										

My signature below confirms that I understand and voluntarily agree to the terms, conditions, limitations and disclosures presented in this Plan, INCLUDING THAT ANY DISPUTE BETWEEN ME AND H&R BLOCK BE SETTLED THROUGH BINDING ARBITRATION.

Client's Name(s): _____

Peace of Mind® Extended Service Plan Accepted _____ (initial)

Client's Signature: _____ Date: _____



Peace of Mind® Extended Service Plan Terms, Conditions and Limitations

SATISFACTION

If for any reason you are not satisfied with the terms of this Plan and want to rescind it, you may obtain a full refund of the fee you paid for the Plan provided that within seven (7) days from the date of purchase you contact the manager of the H&R Block office where your tax return was prepared and provide at that office the receipt for such payment.

The undersigned Client hereby represents, warrants and agrees, and acknowledges that in offering the Plan H&R Block is relying on these representations, warranties, and agreements in addition to the other representations, warranties and agreements in the Plan, that:

1. all information, written and oral, submitted or communicated to H&R Block by or on behalf of the undersigned is true and accurate in all respects;
2. H&R Block has been provided with full and complete disclosure of all income received or gains derived by the undersigned respecting the taxation year of the return in respect of which the Plan is being purchased; and
3. individual tax returns for all prior tax years have been, or are concurrently with the return for which I am purchasing the Plan being, duly filed as required by law; all amounts owing by the undersigned in respect of those years have been paid in full; and there are no outstanding assessments, reassessments, appeals or other proceedings pending relating to any tax return previously filed by or on behalf of the undersigned.

Peace of Mind® Extended Service plan tax returns purchased for:

Tax Year										
Peace of Mind® Fee										

My signature below confirms that I understand and voluntarily agree to the terms, conditions, limitations and disclosures presented in this Plan, INCLUDING THAT ANY DISPUTE BETWEEN ME AND H&R BLOCK BE SETTLED THROUGH BINDING ARBITRATION.

Client's Name(s): _____

Peace of Mind® Extended Service Plan Accepted _____ (initial)

Client's Signature: _____ Date: _____