

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 8-K**

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (date of earliest event reported): October 18, 2024

H&R BLOCK, INC.

(Exact name of registrant as specified in charter)

Missouri
(State or other jurisdiction of
incorporation or organization)

1-06089
(Commission File Number)

44-0607856
(I.R.S. Employer
Identification No.)

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

(Address of Principal Executive Offices) (Zip Code)

(816) 854-3000

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, without par value	HRB	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

As previously disclosed, on August 5, 2020, Emerald Financial Services, LLC (“EFS”), a wholly-owned, indirect subsidiary of H&R Block, Inc. (the “Company”) and Pathward, N.A. (f/k/a MetaBank, N.A.), a national bank (“Pathward”), entered into a Program Management Agreement (the “PMA”) pursuant to which Pathward acts as the bank provider of H&R Block-branded and other financial products. The PMA was most recently amended pursuant to a Third Amendment to Program Management Agreement, dated April 1, 2024.

Effective October 18, 2024, EFS and Pathward entered into a Fourth Amendment to Program Management Agreement (the “Amendment”), which, among other things:

- Extends the term of the PMA by two years, through June 30, 2027; and
- Amends and restates the terms of the Emerald Advance participation agreement, including varying the level of the participation interests purchased by EFS by jurisdiction, which the Company expects to slightly lower the overall share of EFS’s participation interests at the portfolio level.

The other material terms of the PMA remain substantially unchanged. For additional information about the terms of the PMA, see the Company’s [Current Report on Form 8-K filed with the Securities and Exchange Commission on December 23, 2021](#), and the amendments filed as [Exhibit 10.1](#) to the Company’s quarterly report on Form 10-Q for the quarter ended September 30, 2023 and [Exhibit 10.30](#) to the Company’s annual report on Form 10-K for the fiscal year ended June 30, 2024, which are incorporated herein by reference.

The foregoing summary of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
10.1	Fourth Amendment to Program Management Agreement, dated October 18, 2024, by and between Emerald Financial Services, LLC and Pathward, N.A.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

H&R BLOCK, INC.

Date: October 23, 2024

By: /s/ Katharine M. Haynes

Katharine M. Haynes

Vice President and Corporate Secretary

FOURTH AMENDMENT TO
PROGRAM MANAGEMENT AGREEMENT

THIS FOURTH AMENDMENT TO PROGRAM MANAGEMENT AGREEMENT (this “**Fourth Amendment**”), dated as of October 18, 2024 (the “**Fourth Amendment Effective Date**”), is made by and between **Emerald Financial Services, LLC**, a Delaware limited liability company (“**EFS**”), and **Pathward, N.A.** (f/k/a MetaBank, N.A.), a national bank (“**Pathward**”).

RECITALS

- A. The Parties entered into a Program Management Agreement on August 5, 2020 (the “**Original PMA**”), in which the Parties agreed that EFS would serve as Pathward’s program manager for the Program;
- B. The Parties entered into a First Amendment of the Original PMA on December 20, 2021 (the “**First Amendment**”, the Original PMA as amended by the First Amendment, the “**First Amended PMA**”);
- C. The Parties entered into a Second Amendment of the First Amended PMA on October 20, 2023 (the “**Second Amendment**”; the First Amended PMA as amended by the Second Amendment, the “**Second Amended PMA**”);
- D. The Parties entered into a Third Amendment of the Second Amended PMA on April 1, 2024 (the “**Third Amendment**”, the Second Amended PMA as amended by the Third Amendment, the “**Third Amended PMA**”);
- E. The Parties desire to amend the Third Amended PMA in the manner set forth in this Fourth Amendment (the Third Amended PMA, as amended by this Fourth Amendment, is referred to herein as the “**PMA**”).

AGREEMENT

ACCORDINGLY, in consideration of the mutual covenants and agreements of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Fourth Amendment will have the meanings set forth in the Third Amended PMA. In addition, Section 1.1 of the Third Amended PMA is amended by deleting the definition of “Emerald Advance Loan Participation Agreement” in its entirety and inserting the following new defined terms in alphabetical order:

“**Amended and Restated Emerald Advance Loan Participation Agreement**” means the Amended and Restated Emerald Advance Loan Participation Agreement described in Section 2 (Amended and Restated Emerald Advance Loan Participation Agreement) of this Fourth Amendment.

“**Emerald Advance Loan Participation Agreement**” means, as applicable to the particular Emerald Advance Loan, either the Original Emerald Advance Loan Participation Agreement or the Amended and Restated Emerald Advance Loan Participation Agreement.

“**First Amended PMA**” has the meaning set forth in the Recitals of this Fourth Amendment.

“**First Amendment**” has the meaning set forth in the Recitals of this Fourth Amendment.

“**Fourth Amendment**” has the meaning set forth in the Preamble of this Fourth Amendment.

“**Fourth Amendment Effective Date**” means the date set forth in the Preamble of this Fourth Amendment.

“**Original Emerald Advance Loan Participation Agreement**” means the Emerald Advance Loan Participation Agreement executed and delivered by the Parties on the Second Amendment Effective Date, which became a Program Contract on the Second Amendment Effective Date and is attached as Exhibit H to the PMA.

“**Original PMA**” has the meaning set forth in the Recitals of this Fourth Amendment.

“**PMA**” has the meaning set forth in the Recitals of this Fourth Amendment.

“**Second Amended PMA**” has the meaning set forth in the Recitals of this Fourth Amendment.

“**Second Amendment**” has the meaning set forth in the Recitals of this Fourth Amendment.

“**Third Amended PMA**” has the meaning set forth in the Recitals of this Fourth Amendment.

“**Third Amendment**” has the meaning set forth in the Recitals of this Fourth Amendment.

2. Amended and Restated Emerald Advance Loan Participation Agreement. Contemporaneous with the execution of this Fourth Amendment, EFS and Pathward will execute and deliver, or cause their Affiliates to execute and deliver, the Amended and Restated Emerald Advance Loan Participation Agreement, which will become a Program Contract and will be attached as Exhibit I to the PMA.

3. Program Fee. EFS agrees to pay Pathward the program extension fee as set forth in Schedule 3 (Program Extension Fee).

4. Refund Transfer Product Schedule. Schedule B (Refund Transfer Product Schedule) is amended and restated as set forth in the revised Schedule B attached hereto.

5. Emerald Advance Loan Product Schedule. Schedule J (Emerald Advance Loan Product Schedule) is amended and restated as forth in the revised Schedule J attached hereto.

6. Extension of Third Amended PMA. The term of the Third Amended PMA is hereby extended by two (2) years, by amending Section 13.1 to delete the words “end on June 30, 2025” and inserting “end on June 30, 2027” in their place.

7. Amendment of Third Amended PMA. The terms and provisions set forth in this Fourth Amendment will modify and supersede the Sections specifically identified herein as well as all inconsistent terms and provisions set forth in the Third Amended PMA. The table of contents of the Third Amended PMA, and all cross references to Sections of the Third Amended PMA amended or deleted by this Fourth Amendment, are amended accordingly. All references in the Third Amended PMA or this Fourth Amendment to the “Agreement” will be deemed to refer to the PMA. Except as amended by this Fourth Amendment, all other terms and conditions of the Third Amended PMA are hereby ratified and will remain in full force and effect.

8. Interpretation. Each Party acknowledges that its legal counsel participated in the drafting of this Fourth Amendment, and that this Fourth Amendment has been fully reviewed and negotiated by the Parties and their respective counsel. Accordingly, in interpreting this Fourth Amendment, no weight will be placed upon which Party or its counsel drafted the provision being interpreted.

9. Governing Law. This Fourth Amendment 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 laws provisions.

10. Counterparts. This Fourth Amendment may be executed in one or more counterparts (including by electronic transmission), each of which will be deemed to be an original copy of this Fourth Amendment and all of which, when taken together, will be deemed to constitute one and the same Fourth Amendment.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Fourth Amendment as of the date first written above.

EMERALD FINANCIAL SERVICES, LLC

By: /s/ Josh Fox
Name: Josh Fox
Title: President

PATHWARD, N.A.

By: /s/ Anthony Sharett Name: Anthony Sharett
Title: President