Tax Software Usage & Reseller Agreement

Reseller program with 70 / 30 add-on fee revenue share

This Agreement is between **Mac Financial Wealth Management Group Inc.**, a Mississippi corporation doing business as **Mac Wealth Group** ("MWG"), and the reseller named in the Key Terms ("Reseller"). It licenses MWG's professional tax software to Reseller for its own offices and approved sub-offices, and sets the add-on fees that may be charged through the software.

Key Terms

These Key Terms are part of the Agreement. Where a Key Term conflicts with a numbered section, the Key Term controls.

Reseller (legal name / DBA)	_____
Reseller principal	_____
Reseller address	_____
Reseller EFIN	_____
Reseller PTIN (principal)	_____
Effective Date	_____
Tax Season covered	2027 filing season (tax year 2026), renewing each season under Section 12
Software	MWG's private-label professional tax preparation and e-file software, desktop and/or web, for the covered Tax Season
Software License Fee	$750.00 service bureau reseller fee, per Tax Season, due upfront, covering Reseller's first EFIN / office location. Each additional EFIN or office location of Reseller is $500.00, per Tax Season.
Sub-Office License Fee	$500.00 per added Sub-Office EFIN, per Tax Season, due upfront, unless Addendum B states otherwise
Add-On Fee revenue share	70% to Reseller / 30% to MWG, as set out in Section 6 and Addendum A
Included at no extra charge	Software updates for the Tax Season, e-file transmission, bank product enrollment support, onboarding and in-season technical support
MWG contact	Mac Wealth Group | 1000 Highland Colony Parkway, Building 5000, Suite 5203, Ridgeland, MS 39157 | (888) 693-9074 | brandonmcdaniel@macwealthgroup.com

1. Definitions

- **Add-On Fee** means any fee charged to a taxpayer through the Software in addition to Reseller's tax preparation fee, including a service bureau fee, technology fee, transmission fee or document fee, as listed in Addendum A.
- **Authorized User** means an owner, employee or contractor of Reseller or of a Sub-Office who prepares or processes returns under that office's own EFIN and holds a valid PTIN where one is required.
- **Bank Product** means a refund transfer or similar refund-settlement product offered by a third-party bank or processor that MWG makes available through the Software.
- **Licensor** means the third-party software company from which MWG licenses the Software for private-label distribution.
- **Sub-Office** means an independent tax office that Reseller recruits and MWG approves in writing to use the Software under this Agreement, as listed in Addendum B.
- **Taxpayer Data** means all tax return information and personal information of Reseller's and its Sub-Offices' clients entered into or produced by the Software.
- **Tax Season** means the period from the IRS opening of e-file for a tax year through December 31 of that calendar year.

2. License Grant

2.1 **Usage license.** Subject to payment of the fees and compliance with this Agreement, MWG grants Reseller a limited, non-exclusive, non-transferable, revocable license to install, access and use the Software during the Tax Season, solely to prepare and electronically file tax returns for Reseller's own clients at the office locations and under the EFINs listed in the Key Terms.

2.2 **One license per EFIN.** Each license covers one EFIN and one physical or virtual office location. Additional locations or EFINs require additional licenses.

2.3 **Authorized Users only.** Reseller will allow only Authorized Users to use the Software, will give each user unique login credentials, and is responsible for everything done under its credentials.

2.4 **Licensor terms.** The Software is provided to MWG by the Licensor. Reseller accepts the Licensor's end-user license terms presented at installation or login. If those terms conflict with this Agreement on a matter of software use, the stricter term applies.

3. Reseller Rights and Sub-Offices

3.1 **Right to resell.** MWG appoints Reseller as a non-exclusive reseller with the right to recruit Sub-Offices to use the Software. Reseller has no exclusive territory, and MWG may license the Software to anyone, including through other resellers.

3.2 **Approval required.** No Sub-Office may receive the Software until (a) MWG approves it in writing, (b) it is added to Addendum B, (c) it holds its own valid EFIN in its own name, and (d) it signs MWG's Sub-Office acknowledgment agreeing to Sections 2, 4 and 8 through 11 of this Agreement. MWG may decline or remove a Sub-Office for any compliance reason.

3.3 **Reseller remains responsible.** Reseller is responsible for each Sub-Office's fees, conduct and compliance with this Agreement as if the Sub-Office's acts were Reseller's own.

3.4 **Pricing to Sub-Offices.** Reseller may set the price it charges its Sub-Offices, but may not charge any Sub-Office or taxpayer a fee that is prohibited by Section 6, Addendum A, the Bank Product provider or applicable law.

3.5 **Branding.** Reseller may market the Software only under the name and marks MWG approves in writing. Reseller may not represent itself as the developer of the Software, as an agent or employee of MWG, or as affiliated with the IRS.

3.6 **No authority to bind.** Reseller is an independent contractor. Nothing in this Agreement creates a partnership, franchise, joint venture or employment relationship, and Reseller may not make any promise or warranty on MWG's behalf.

4. Restrictions

Reseller will not, and will not allow any Sub-Office or user to:

1. copy, modify, reverse engineer, decompile or create derivative works of the Software;
2. sublicense, rent, lend or resell the Software except to approved Sub-Offices under Section 3;
3. share login credentials, or let any person prepare or file returns under an EFIN that is not their own office's EFIN;
4. use the Software to prepare a return it knows or should know is false, fraudulent or unsupported by the taxpayer's records;
5. remove or alter any copyright, trademark or proprietary notice;
6. use the Software after the license ends, except for read-only access MWG provides for record retention;
7. bypass any fee, security, bank-product or compliance control built into the Software.

5. Software Fees

5.1 **License Fee.** Reseller will pay the Software License Fee in the Key Terms for each licensed EFIN, and the Sub-Office License Fee for each Sub-Office, for each Tax Season.

5.2 **When due.** License Fees are due before software delivery. If MWG agrees in writing to defer a License Fee, Reseller authorizes MWG to collect it from the first Bank Product fee proceeds payable to Reseller, and any balance unpaid by April 30 of the Tax Season is due immediately.

5.3 **No refunds.** License Fees are non-refundable once login credentials or installation files have been delivered, except where MWG ends this Agreement without cause before the IRS opens e-file for the Tax Season.

5.4 **Taxes.** Fees exclude sales, use and similar taxes, which Reseller will pay where they apply.

6. Add-On Fees

6.1 **Authorization.** Only the Add-On Fees listed in Addendum A may be charged through the Software, and only up to the amounts stated there. Reseller authorizes MWG to configure those fees in the Software for Reseller and its Sub-Offices.

6.2 **Revenue share.** Add-On Fees actually collected are shared as stated in the Key Terms and Addendum A. Reseller's tax preparation fees belong entirely to Reseller and are not shared.

6.3 **Fee rules.** Every Add-On Fee must be (a) a flat dollar amount, never a percentage of the refund or based on the refund amount; (b) disclosed to the taxpayer in writing before the return is filed, on the fee disclosures the

Software and the Bank Product provider generate; (c) charged the same way to every taxpayer in the same circumstances; and (d) within any limit set by the Bank Product provider, the IRS or state law. If a limit is lower than Addendum A, the lower limit applies automatically.

6.4 **No hidden or renamed fees.** Reseller will not add, rename, stack or disguise any fee to get around this Section or Addendum A, and will not label any Add-On Fee as an IRS, government, or bank fee.

6.5 **Changes.** MWG may reduce or remove an Add-On Fee at any time when required by the Licensor, the Bank Product provider or law. Any other change to Addendum A requires a writing signed by both parties.

7. Payment and Reporting

7.1 **Collection through Bank Products.** Where a taxpayer chooses a Bank Product, fees are withheld from the refund by the Bank Product provider and disbursed under its fee-payment schedule. MWG does not control the timing of those disbursements and is not liable for delays, IRS offsets, reduced refunds or unfunded returns.

7.2 **Payout.** Where Add-On Fees are paid to MWG, MWG will pay Reseller its share within fifteen (15) days after MWG receives the funds, with a statement showing funded returns and fees by EFIN. Where Add-On Fees are paid to Reseller, Reseller will pay MWG its share within fifteen (15) days after receipt.

7.3 **Only funded fees are shared.** No party is owed a share of an Add-On Fee that was not actually collected.

7.4 **Set-off.** MWG may deduct from any amount payable to Reseller any License Fee, chargeback, refunded fee or other sum Reseller or its Sub-Offices owe MWG.

7.5 **Records and audit.** Each party will keep accurate records of fees charged under this Agreement for three (3) years. MWG may review Reseller's and its Sub-Offices' fee records on ten (10) days' notice.

7.6 **Late amounts.** Amounts more than thirty (30) days past due bear interest at 1.5% per month or the highest rate the law allows, whichever is lower, and MWG may suspend access until they are paid.

8. IRS E-File and Preparer Compliance

8.1 **Own EFIN.** Reseller and each Sub-Office will file only under an EFIN issued by the IRS to that office. EFINs are not transferable and may not be lent, rented or shared. Reseller will give MWG a current IRS e-Services EFIN application summary for each EFIN before activation and whenever MWG asks.

8.2 **IRS rules.** Reseller and each Sub-Office will comply with IRS Publication 1345, Publication 3112, Revenue Procedure 2007-40, Treasury Circular 230 where it applies, and all federal and state rules for authorized e-file providers and paid preparers, including holding current PTINs.

8.3 **Due diligence.** Reseller is solely responsible for the accuracy of every return it or its Sub-Offices prepare, for preparer due-diligence requirements under Internal Revenue Code section 6695(g) and Form 8867, and for obtaining signed Forms 8879 and keeping required records.

8.4 **MWG is not the preparer.** MWG provides software and support only. MWG does not prepare, review, sign or file Reseller's returns and gives no tax advice to Reseller's clients.

8.5 **Notice of problems.** Reseller will tell MWG within two (2) business days if any EFIN or PTIN covered by this Agreement is suspended, revoked, or placed under IRS or state review, or if Reseller or a Sub-Office receives a preparer penalty notice or is the subject of a criminal tax investigation.

9. Bank Products

9.1 **Separate enrollment.** Bank Products are offered by a third-party provider under that provider's own agreements. Reseller and each Sub-Office must enroll with and be approved by the provider, and approval is the provider's decision alone.

9.2 **Provider rules.** Reseller will follow the provider's program rules, fee limits, disclosure, advertising and compliance-training requirements. Reseller will not describe a refund transfer as a loan, and will not advertise refund timing or amounts the provider and the IRS do not guarantee.

9.3 **No guarantee.** MWG does not guarantee that any Bank Product, cash advance or incentive will be available, approved or funded.

10. Data Security and Privacy

10.1 **Safeguards.** Reseller and each Sub-Office will maintain a written information security plan as required by the FTC Safeguards Rule (16 C.F.R. Part 314) and IRS Publications 4557 and 5708, including multi-factor authentication, unique user accounts, encrypted devices, current anti-malware protection and staff security training.

10.2 **Incident notice.** Reseller will notify MWG within twenty-four (24) hours of discovering any unauthorized access to Taxpayer Data, the Software or its credentials, and will make all reports and notices the law requires, including to the IRS and affected taxpayers.

10.3 **Reseller owns its client data.** As between the parties, Taxpayer Data belongs to the office that prepared the return. MWG will access Taxpayer Data only to provide support, operate the service, calculate fees, or meet a legal obligation.

11. Taxpayer Consent and Cross-Marketing

11.1 **Section 7216.** Neither party will use or disclose tax return information for any purpose other than preparing and filing the return unless the taxpayer has first given written consent that meets Internal Revenue Code section 7216 and its regulations.

11.2 **Other MWG products.** Reseller may offer its clients other Mac products and services under a separate referral schedule. No taxpayer may be required to buy any product as a condition of tax preparation, and no tax return information may be used to market those products without the consent described in Section 11.1.

12. Term and Renewal

This Agreement starts on the Effective Date and runs through December 31 of the covered Tax Season. It renews for one Tax Season at a time unless either party gives written notice of non-renewal at least sixty (60) days before the term ends. MWG may change fees for a renewal season by written notice at least ninety (90) days before the term ends.

13. Suspension and Termination

13.1 **For cause.** Either party may end this Agreement if the other materially breaches it and does not cure within ten (10) days after written notice.

13.2 **Immediate suspension or termination.** MWG may suspend or end access for Reseller or any Sub-Office immediately, without a cure period, if MWG reasonably believes there is return fraud, identity theft, EFIN misuse, a prohibited fee, a data security incident, loss of EFIN or Bank Product approval, or a request from the IRS, the Licensor or the Bank Product provider.

13.3 **Loss of the Software.** If MWG's rights to the Software end, MWG may end this Agreement on notice and will refund the License Fee pro rata for any part of the Tax Season before April 15 in which the Software was unavailable. That refund is Reseller's only remedy.

13.4 **After termination.** Licenses end, all unpaid fees become due, and each party will pay the other its share of Add-On Fees collected on returns filed before termination. Reseller remains responsible for record retention and for its clients' returns. Sections 5 through 7, 10, 11 and 14 through 18 survive.

14. Ownership

The Software, its documentation, and all related intellectual property belong to the Licensor and MWG. MWG's names, logos and marks belong to MWG. Reseller receives only the license in Section 2 and the reseller rights in Section 3. Feedback Reseller gives about the Software may be used without restriction or payment.

15. Confidentiality and Non-Circumvention

15.1 **Confidentiality.** Each party will keep the other's non-public business information confidential, including pricing, fee schedules, software credentials and office lists, and will use it only to perform this Agreement. This duty lasts three (3) years after termination and indefinitely for Taxpayer Data and trade secrets.

15.2 **Non-circumvention.** During the term and for twelve (12) months after, Reseller will not go around MWG to obtain the same Software directly from the Licensor for itself or for any Sub-Office it placed under this Agreement, and will not induce a Sub-Office to leave MWG's program.

16. Warranties and Liability

16.1 **Disclaimer.** The Software is provided "as is" and "as available." MWG makes no warranty that it will be error-free or uninterrupted, or that any return will be accepted by a taxing authority, and disclaims all implied warranties, including merchantability and fitness for a particular purpose.

16.2 **Limit of liability.** To the fullest extent the law allows, MWG's total liability under this Agreement is limited to the License Fees Reseller paid MWG for the Tax Season in which the claim arose. MWG is not liable for lost profits, lost refunds, lost data, penalties or interest assessed on any return, or any indirect, special or consequential damages.

16.3 **Third parties.** MWG is not responsible for the acts, outages or decisions of the IRS, state agencies, the Licensor, any Bank Product provider or any internet or hosting provider.

17. Indemnification

Reseller will defend, indemnify and hold harmless MWG and its owners, officers and employees from any claim, loss, penalty or expense, including reasonable attorneys' fees, arising from (a) any return prepared or filed by Reseller or a Sub-Office; (b) fees charged to taxpayers by Reseller or a Sub-Office; (c) a breach of Sections 4 or 8 through 11; (d) a data security incident at Reseller or a Sub-Office; or (e) any act or omission of a Sub-Office.

18. General Terms

18.1 **Governing law and venue.** Mississippi law governs this Agreement. Any lawsuit must be brought in the state or federal courts serving Madison County, Mississippi, and each party consents to that venue.

18.2 **Dispute resolution.** Before filing suit, the parties will try in good faith to resolve any dispute through a meeting of their principals within thirty (30) days after written notice. MWG may seek an injunction at any time to stop misuse of the Software, its marks or Taxpayer Data.

18.3 **Assignment.** Reseller may not assign this Agreement or any license without MWG's written consent. MWG may assign it to an affiliate or a successor to its tax software business.

18.4 **Notices.** Notices must be in writing and sent by email with confirmation of receipt, or by certified mail, to the addresses in the Key Terms.

18.5 **Entire agreement.** This Agreement, its Key Terms and Addenda A and B are the whole agreement on this subject and replace all earlier discussions. Changes must be in a writing signed by both parties, except as Section 6.5 allows.

18.6 **Severability and waiver.** If a court finds any term unenforceable, the rest remains in effect. A party's failure to enforce a term is not a waiver.

18.7 **Force majeure.** Neither party is liable for delay caused by events beyond its reasonable control, including IRS system outages, changes in law, and internet or hosting failures. This does not excuse payment of amounts already due.

18.8 **Electronic signatures and counterparts.** This Agreement may be signed electronically and in counterparts, each of which is an original.

Signatures

By signing, each person confirms they have authority to bind the party they sign for.

	Mac Financial Wealth Management Group Inc. d/b/a Mac Wealth Group	Reseller
Signature		
Printed name	Brandon McDaniel	
Title	President & CEO	
Date		

Addendum A: Add-On Fee Schedule and Authorization

This Addendum lists every Add-On Fee that may be charged through the Software for Reseller and its Sub-Offices, the most that may be charged per return, and who receives it. A fee that is not listed here may not be charged.

Add-On Fee	Charged on	Maximum per return	Reseller share	MWG share
Service bureau fee	Each funded Bank Product return	$_____	70%	30%
Technology / software fee	Each funded Bank Product return	$_____	70%	30%
Transmission / e-file fee	Each funded Bank Product return	$_____	70%	30%
Document / records fee (optional)	Each funded Bank Product return	$_____	70%	30%
Total Add-On Fees may not exceed	Per return	$_____		

Rules for this schedule

1. Each fee is a flat dollar amount. No fee may be a percentage of, or vary with, the taxpayer's refund.
2. The total line is a hard cap. If the Bank Product provider, the Licensor or state law sets a lower cap, that lower cap replaces the amounts above without further notice.
3. Add-On Fees apply only where the taxpayer chooses a Bank Product and the fee is disclosed on the provider's fee disclosure before filing. Reseller may not charge an Add-On Fee to a taxpayer who pays preparation fees up front unless the taxpayer receives the same written disclosure.
4. The Bank Product provider's own fees (for example, its refund transfer fee) are set and kept by the provider and are not Add-On Fees.
5. Shares are calculated on Add-On Fees actually collected, by EFIN, and paid under Section 7.
6. Sub-Offices: unless Addendum B says otherwise, the Reseller share above is the combined share of Reseller and its Sub-Office, and Reseller decides in writing how it is divided between them. MWG's share is not reduced.

Authorization. Reseller authorizes MWG to set the fees above in the Software and with the Bank Product provider for each EFIN covered by this Agreement, and directs that the MWG share be paid to MWG from fee proceeds.

Reseller initials: _____ MWG initials: _____ Date: _____

Addendum B: Sub-Office Schedule

Each office below is approved by MWG as a Sub-Office under Section 3 once this line is completed and the office has signed MWG's Sub-Office acknowledgment.

#	Sub-Office name / DBA	Owner	EFIN	City, State	License Fee	Date approved	MWG initials
1					$500.00		
2					$500.00		
3					$500.00		
4					$500.00		
5					$500.00		