Tax Software White Label Agreement

Private-label distribution of MWG's professional tax software

This Agreement is between **Mac Financial Wealth Management Group Inc.**, a Mississippi corporation doing business as **Mac Wealth Group** ("MWG"), and the partner named in the Key Terms ("Partner"). It lets Partner market and supply MWG's professional tax software to independent tax offices under Partner's own brand name.

Key Terms

Partner (legal name / DBA)	_____
Partner principal	_____
Partner address	_____
Private Label Brand (name the software will carry)	_____
Partner EFIN (if Partner also prepares returns)	_____
Effective Date	_____
Tax Season covered	2027 filing season (tax year 2026), renewing each season under Section 12
White Label Setup Fee	$1,250.00 one time, due upfront at signing, covering brand setup of the Software and the License Fee for the first End-User Office EFIN for the first Tax Season
License Fee per added End-User Office	$500.00 per added EFIN, per Tax Season, due upfront, unless Schedule 1 states a volume price
Minimum commitment	_____ End-User Offices per Tax Season
Partner's price to End-User Offices	Set by Partner
Revenue share	None, unless Schedule 1 states one
MWG contact	Mac Wealth Group | 1000 Highland Colony Parkway, Building 5000, Suite 5203, Ridgeland, MS 39157 | (888) 693-9074 | brandonmcdaniel@macwealthgroup.com

1. Definitions

- **Software** means MWG's private-label professional tax preparation and e-file software, desktop and/or web, for the covered Tax Season.
- **Private Label Brand** means the name, logo and colors Partner supplies and MWG approves for display on the Software and on Partner's marketing.

- **End-User Office** means an independent tax office that licenses the Software from Partner under the Private Label Brand and that MWG has approved in writing, as listed in Schedule 2.
- **Licensor** means the third-party software company from which MWG licenses the Software for private-label distribution.
- **Bank Product** means a refund transfer or similar refund-settlement product offered by a third-party bank or processor through the Software.
- **Add-On Fee** means any fee charged to a taxpayer through the Software in addition to the tax preparation fee, such as a service bureau, technology or transmission fee.
- **Taxpayer Data** means all tax return information and personal information of taxpayers 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. Appointment and White Label Grant

2.1 **Grant.** MWG grants Partner a limited, non-exclusive, non-transferable right during the term to market the Software under the Private Label Brand and to sublicense its use to approved End-User Offices, one license per EFIN.

2.2 **Non-exclusive.** Partner has no exclusive territory or customer group. MWG may supply the Software to anyone, directly or through other partners, under any brand.

2.3 **Partner's own use.** If Partner also prepares returns, each Partner office is treated as an End-User Office and needs its own license and its own EFIN.

2.4 **Licensor terms.** Partner's rights are subject to MWG's agreement with the Licensor. Each End-User Office must accept the Licensor's end-user license terms presented at installation or login. If MWG's rights to the Software change, MWG may change or end this Agreement under Section 13.

3. Branding

3.1 **Brand setup.** After the White Label Setup Fee is paid and Partner delivers its brand files, MWG will apply the Private Label Brand to the Software to the extent the Software allows, such as the product name, login screen, logo and client-facing documents.

3.2 **License to Partner's marks.** Partner grants MWG a limited license to use the Private Label Brand only to brand and deliver the Software for Partner. Partner confirms it owns or has the right to use the Private Label Brand and that it does not infringe anyone's rights.

3.3 **Honest marketing.** Partner may present the Software as its own branded product, but will not claim to be the developer of the underlying software, will not say or suggest that the Software or Partner is approved, endorsed or certified by the IRS, and will not make any performance, refund-timing or approval promise that MWG has not approved in writing.

3.4 **Required disclosures.** Partner accepts that the Licensor's and MWG's names may appear where the law, the IRS, the Licensor or a Bank Product provider requires, such as in license terms, e-file records and bank disclosures.

3.5 **MWG's marks.** Partner will not use the name Mac Wealth Group or any MWG mark without MWG's written approval.

4. End-User Offices

4.1 **Approval.** No office may receive the Software until (a) MWG approves it in writing, (b) it is listed in Schedule 2, (c) it holds its own valid EFIN in its own name, and (d) it has signed an end-user agreement with Partner at least as protective of MWG and the Licensor as Sections 5.4, 7, 8, 9 and 10 of this Agreement. MWG may decline or remove an End-User Office for any compliance reason.

4.2 **Partner is responsible.** Partner is responsible for each End-User Office's fees, conduct and compliance as if that office's acts were Partner's own.

4.3 **No further sub-distribution.** End-User Offices may not resell or sublicense the Software. Partner may not appoint sub-partners or sub-resellers without MWG's written consent.

5. Partner Responsibilities and Support

5.1 **Sales and onboarding.** Partner handles marketing, sales, contracting, billing and onboarding of its End-User Offices at its own cost.

5.2 **First-line support.** Partner gives first-line support to its End-User Offices. MWG gives Partner second-line technical support during the Tax Season and passes Software updates through as the Licensor releases them.

5.3 **Training.** Partner will complete MWG's onboarding and will make sure each End-User Office completes required software, security and Bank Product training.

5.4 **Restrictions.** Partner will not, and will not allow any End-User Office to, copy, modify, reverse engineer or create derivative works of the Software; share login credentials; file returns under an EFIN that is not the filing office's own; prepare a return it knows or should know is false or unsupported; or bypass any fee, security, bank-product or compliance control in the Software.

6. Fees and Payment

6.1 **Setup Fee.** The White Label Setup Fee is due at signing and is non-refundable once brand setup has started.

6.2 **License Fees.** Partner will pay MWG the License Fee in the Key Terms or Schedule 1 for each End-User Office EFIN for each Tax Season, before that office's Software is activated. License Fees are non-refundable once login credentials or installation files are delivered.

6.3 **Minimum commitment.** If Partner activates fewer End-User Offices in a Tax Season than the minimum commitment, Partner will pay MWG the License Fees for the shortfall by April 30 of that Tax Season.

6.4 **Partner's pricing.** Partner sets the price it charges its End-User Offices and keeps the difference between that price and MWG's License Fee.

6.5 **Late amounts and taxes.** 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. Fees exclude sales, use and similar taxes.

7. Add-On Fees

7.1 **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. MWG may configure, cap, reduce or remove any Add-On Fee where the Licensor, the Bank Product provider or the law requires.

7.2 **No hidden or renamed fees.** Partner will not add, rename, stack or disguise any fee to get around Section 7.1, and will not label any Add-On Fee as an IRS, government or bank fee.

7.3 **Who keeps them.** Unless Schedule 1 states a revenue share, Add-On Fees belong to Partner and its End-User Offices, and MWG takes no share.

8. IRS E-File and Preparer Compliance

8.1 **Own EFIN.** Each End-User 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. MWG does not provide an EFIN under this Agreement. Partner will give MWG a current IRS e-Services EFIN application summary for each End-User Office before activation.

8.2 **IRS rules.** Partner and each End-User 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 **Responsibility for returns.** The office that prepares a return is solely responsible for its accuracy and for preparer due-diligence requirements. MWG provides software and support only, does not prepare, review, sign or file returns, and gives no tax advice.

8.4 **Notice of problems.** Partner 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 Partner or an End-User Office receives a preparer penalty notice or is the subject of a criminal tax investigation.

9. Bank Products

Bank Products are offered by a third-party provider under its own agreements. Each End-User Office must enroll with and be approved by the provider, and will follow its program rules, fee limits, disclosures, advertising rules and training. No one will describe a refund transfer as a loan. MWG does not guarantee that any Bank Product, advance or incentive will be available, approved or funded.

10. Data Security and Taxpayer Consent

10.1 **Safeguards.** Partner and each End-User 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 and staff security training.

10.2 **Incident notice.** Partner 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.

10.3 **Data ownership and use.** Taxpayer Data belongs to the office that prepared the return. Partner has no right to Taxpayer Data of its End-User Offices except as those offices and their taxpayers lawfully permit. Neither party will use or disclose tax return information for any purpose other than preparing and filing the return without taxpayer consent that meets Internal Revenue Code section 7216.

11. Ownership

The Software, its documentation and all related intellectual property belong to the Licensor and MWG. The Private Label Brand belongs to Partner. Partner receives only the rights in Section 2. Feedback Partner gives about the Software may be used without restriction or payment.

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, Termination and Transition

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.** MWG may suspend or end access for Partner or any End-User Office immediately 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 License Fees pro rata for any part of the Tax Season before April 15 in which the Software was unavailable. That refund is Partner's only remedy.

13.4 **Transition.** When this Agreement ends, Partner will stop marketing the Software, MWG will remove the Private Label Brand, and all unpaid fees become due. So that taxpayers are not harmed mid-season, MWG may keep an End-User Office active through the end of the Tax Season and may offer it a direct license. Sections 6, 10, 11 and 14 through 17 survive.

14. Confidentiality and Non-Circumvention

14.1 **Confidentiality.** Each party will keep the other's non-public business information confidential, including pricing, the identity of the Licensor, 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.

14.2 **Non-circumvention.** During the term and for twelve (12) months after, Partner will not go around MWG to obtain the same Software directly from the Licensor for itself or for any End-User Office it placed under this Agreement.

15. Warranties and Liability

15.1 **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.

15.2 **Limit of liability.** To the fullest extent the law allows, MWG's total liability under this Agreement is limited to the fees Partner 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, or for the acts of the IRS, state agencies, the Licensor, any Bank Product provider or any hosting provider.

16. Indemnification

Partner 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 Partner or an End-User Office; (b) fees charged by Partner or an End-User Office; (c) Partner's marketing or the Private Label Brand; (d) a breach of Sections 5.4 or 7 through 10; (e) a data security incident at Partner or an End-User Office; or (f) any act or omission of an End-User Office.

17. General Terms

17.1 **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.

17.2 **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 its software, marks or data.

17.3 **Independent contractors.** The parties are independent contractors. Nothing in this Agreement creates a partnership, franchise, joint venture, agency or employment relationship, and Partner may not make any promise or warranty on MWG's behalf.

17.4 **Assignment.** Partner may not assign this Agreement or any license without MWG's written consent. MWG may assign it to an affiliate or a successor to the relevant business.

17.5 **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.

17.6 **Entire agreement.** This Agreement, its Key Terms and its Schedules are the whole agreement on this subject and replace all earlier discussions. Changes must be in a writing signed by both parties.

17.7 **Severability, waiver and force majeure.** If a court finds any term unenforceable, the rest remains in effect. A party's failure to enforce a term is not a waiver. Neither party is liable for delay caused by events beyond its reasonable control, but this does not excuse payment of amounts already due.

17.8 **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	Partner
Signature		
Printed name	Brandon McDaniel	
Title	President & CEO	
Date		

Schedule 1: Pricing

Item	Price to Partner	Notes
White Label Setup Fee	$1,250.00	One time, due upfront at signing. Includes the first End-User Office EFIN for the first Tax Season
License Fee, each added End-User Office, up to ____	$500.00 per added EFIN, per Tax Season	Due before activation
License Fee, End-User Offices ____ and above	$_____ per EFIN, per Tax Season	Volume price, if any
Revenue share on Add-On Fees	None / _____% to MWG	Strike one
Other		

Partner initials: _____ MWG initials: _____ Date: _____

Schedule 2: End-User Offices

Each office below is approved by MWG as an End-User Office under Section 4 once this line is completed.

#	Office name / DBA	Owner	EFIN	City, State	Date approved	MWG initials
1						
2						
3						
4						
5						
6						
7						
8						