



INDEPENDENT CONTRACTOR REFERRAL AGREEMENT

MBA Financial Gold Card Referral Membership Program - 20% Commission Basis

Effective August 17, 2026



INITIAL ICA FOR COMPANY IMPLEMENTATION AND LEGAL/COMPLIANCE REVIEW

MBA Financial Tax & Accounting LLC
4106 E. Wilder Road #288, Bay City, Michigan 48706
Call/Text (989) 686-6633 | Toll-Free (877) 306-2246



Important: This agreement is designed as a comprehensive business draft for nationwide referral operations. Because worker-classification, referral-fee, tax-practice, accounting-profession, advertising, privacy, and state law vary, qualified legal counsel should review it before execution and before rollout in any new jurisdiction.

Independent Contractor Referral Agreement

This Independent Contractor Referral Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between MBA Financial Tax & Accounting LLC, a Michigan limited liability company ("Company"), and _____ ("Contractor" or "Referral Member"). Company and Contractor may each be a "Party" and together the "Parties."

1. Purpose and Scope

- ✓ Contractor may make lawful, permission-based introductions of prospective clients who may benefit from Company services.
- ✓ Contractor does not perform tax preparation, tax representation, accounting, bookkeeping, debt planning, legal, investment, credit-repair, lending, or other professional services for Company under this Agreement unless the Parties execute a separate written agreement.
- ✓ Company alone determines whether to contact, accept, engage, or provide services to a prospect and determines all professional fees, scope, staffing, strategy, and engagement terms.
- ✓ The Gold Card is a referral-membership identity and tracking tool. It is not a credit card, loan, line of credit, financing product, investment, debt-settlement product, or credit-repair service.

2. Independent Contractor Relationship

The Parties intend Contractor to operate as an independent contractor and independent referral source, not as an employee, partner, joint venturer, franchisee, fiduciary, or general agent of Company. Contractor controls when, where, whether, and by what lawful means Contractor identifies and approaches potential referrals, subject only to this Agreement, applicable law, and Company brand/compliance standards.

- ✓ No required work hours, fixed schedule, territory, sales quota, minimum number of referrals, or guaranteed volume of work.
- ✓ No wages, salary, overtime, paid leave, insurance, retirement plan, workers' compensation benefits, unemployment benefits, or other employee benefits are provided by Company under this Agreement.
- ✓ Contractor may perform services for others and pursue other business opportunities, provided Contractor does not misuse Company confidential information or trademarks or create a conflict that violates this Agreement.
- ✓ Contractor bears Contractor's own ordinary business expenses unless Company specifically approves reimbursement in writing.
- ✓ Contractor has no authority to bind Company, sign an engagement, negotiate fees, collect Company funds, make professional representations, hire subagents, or incur obligations for Company.
- ✓ The Parties acknowledge that a contract label alone does not determine worker status. The actual relationship and applicable federal/state law control. The Parties will administer the relationship consistently with independent-contractor status.

3. Enrollment Requirements

1. Provide accurate legal name, address, contact information, and payment information.
2. Provide a completed Form W-9 or other Company-requested tax documentation before any commission payment.
3. Complete Company's referral-compliance orientation and acknowledge current Program Rules & Guidelines.
4. Receive a unique Member ID/referral identifier before submitting referrals.
5. Use only approved marketing materials and keep all registration information current.

4. Referral Commission

Rate. Subject to all terms of this Agreement, Company will pay Contractor a referral commission equal to twenty percent (20%) of Qualifying Net Collected Professional Fees attributable to an Accepted Referral.

4.1 Qualifying Net Collected Professional Fees

- ✓ Professional service fees actually received, cleared, and retained by Company for a service designated commissionable in the then-current Commission Schedule.
- ✓ Exclude taxes, tax payments, penalties, interest, filing fees, court costs, government charges, third-party vendor charges, reimbursed expenses, merchant/financing charges, refunds, chargebacks, credits, and noncommissionable services.
- ✓ Exclude services for which referral compensation is prohibited or restricted by applicable law, licensing requirements, professional standards, engagement terms, or Company compliance policy.
- ✓ Installment payments are commissionable pro rata only as each qualifying installment is actually collected and cleared.

4.2 Commission Examples

Qualifying Net Fees Collected	20% Commission
\$1,500	\$300
\$2,500	\$500
\$5,000	\$1,000
\$10,000	\$2,000

Examples are arithmetic illustrations, not guarantees. No minimum, recurring, or "passive" income is promised.

5. Accepted Referral and Attribution Rules

- ✓ An "Accepted Referral" is a prospect who is submitted with Contractor's Member ID, passes Company duplicate/pre-existing-relationship review, and is accepted into the referral tracking system.
- ✓ The prospect must generally be new to Company and not already an active client or active lead in substantive contact with Company before Contractor's documented referral, unless Company approves an exception.
- ✓ The first valid referral documented in Company records generally receives attribution. Company may investigate duplicate or conflicting claims and its good-faith written determination controls.
- ✓ Standard referral protection period is twelve (12) months from the accepted-referral date. A prospect engaging after the protection period is not commissionable unless Company approves continued attribution in writing.
- ✓ Contractor should submit the referral before or at the prospect's first substantive contact and instruct the prospect to identify Contractor. Company is not responsible for unreported or unverifiable referrals.

6. Payment Timing, Statements, Refunds and Disputes

- ✓ Commissions are calculated monthly after month-end based on qualifying cleared receipts.
- ✓ Standard payment date is on or before the 15th calendar day of the following month, or the next business day if applicable, provided Contractor's tax and payment information is complete.
- ✓ Company may provide a commission statement identified by Referral ID and amount without disclosing confidential client tax/financial information.
- ✓ If a client payment is refunded, reversed, credited, disputed, or charged back, Company may reverse the related unpaid commission or offset a previously paid commission against future commissions to the extent permitted by law.
- ✓ Contractor must notify Company in writing of a statement or attribution dispute within thirty (30) days after the applicable statement or determination. The Parties will review Company records in good faith.

7. Tax Reporting and Contractor Taxes

Contractor is responsible for all federal, state, and local taxes arising from commissions. Company will not withhold payroll taxes except where legally required. Company may issue Form 1099-NEC or another applicable information return as required by law. Contractor must furnish accurate taxpayer identification information and understands that backup withholding may apply to reportable payments when required information is missing or incorrect.

2026 federal reporting note: Current IRS instructions generally require Form 1099-NEC for at least \$2,000 of nonemployee compensation in 2026, including commissions/referral fees for services, and require reporting regardless of amount when backup withholding applies. The threshold may change in future years.

8. Contractor Conduct and Required Disclosure

- ✓ Contractor will be truthful, professional, permission-based, and respectful in all referral activity.
- ✓ Contractor will clearly disclose the material compensation relationship when recommending Company. Approved disclosure: "I participate in MBA Financial's Gold Card Referral Membership Program and may receive a referral commission if someone I refer becomes a paying client."
- ✓ Contractor will not create fake or misleading testimonials, purchase positive reviews, condition any benefit on a positive review, or misrepresent personal experience.
- ✓ Contractor will comply with applicable advertising, telemarketing, text-message, email, privacy, unfair/deceptive-practice, and professional-practice laws and Company policies.

9. Prohibited Representations and Activities

- No tax, legal, investment, bankruptcy, debt-settlement, credit-repair, lending, or individualized financial advice on Company's behalf.
- No guarantee or promise of tax reduction, Offer in Compromise acceptance, debt settlement, creditor response, credit-score change, mortgage payoff date, interest savings, investment return, or financial outcome.
- No representation that Company or the Gold Card is affiliated with, approved by, endorsed by, or part of the IRS or any government agency.
- No representation that the Gold Card is a credit card, loan, financing, line of credit, or government benefit.
- No collection of client payments or sensitive client data; no negotiation of Company fees or service scope; no signing or modifying Company agreements.
- No robocalls, autodialed or prerecorded outreach, mass unsolicited texting/email, deceptive lead generation, impersonation, or use of purchased lists unless expressly approved in writing after compliance review.
- No use of legacy claims such as "pay off your mortgage in under 7 years," "the only credit card that gets you out of debt," or guaranteed 4%-7% returns in new public materials unless Company compliance has approved a fact-specific use.

10. Privacy and Confidentiality

Contractor will not request, receive, retain, or transmit client tax returns, transcripts, Social Security numbers, EINs, dates of birth, bank/credit-card information, portal passwords, or other sensitive financial data unless Company expressly authorizes a secure process. Contractor will keep nonpublic Company information confidential and use it only for Program purposes. Company client information remains subject to Company confidentiality, privacy, and tax-information protections.

11. Intellectual Property and Brand License

Company grants Contractor a limited, revocable, nonexclusive, nontransferable license during the Term to use current Company-approved Gold Card images, logos, names, links, and scripts solely to make compliant referrals. Contractor may not modify core claims, create confusingly similar marks, register Company-branded domains/social handles, purchase paid search on Company marks, sublicense materials, or imply ownership or agency. All goodwill in the marks belongs to Company.

12. Records, Monitoring, and Compliance

- ✓ Contractor will maintain reasonable records of referral submissions and compensation disclosures, but not confidential client tax/financial records.
- ✓ Company may review public marketing that uses Company brands and may require prompt correction or removal of noncompliant content.
- ✓ Company may suspend referral activity or brand use immediately when it reasonably believes there is a legal, privacy, misleading-advertising, brand, or client-protection concern.
- ✓ Contractor will cooperate with reasonable compliance investigations and promptly report suspected unauthorized brand use or data incidents.

13. No Recruitment Compensation / No MLM

Contractor is not paid for recruiting, enrolling, or managing other Referral Members and receives no downline, override, or percentage of another person's referrals. Compensation is based only on Contractor's own Accepted Referrals and qualifying collected professional fees.

14. No Exclusivity; No Client Ownership

This Agreement is nonexclusive. Company may accept referrals from others and may market directly. Contractor has no ownership interest in a prospect, client, engagement, or Company revenue. Referral attribution exists only for commission administration under this Agreement.

15. Term and Termination

This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate it at any time by written notice. Company may suspend or terminate immediately for misleading claims, privacy violations, unauthorized advice, fraud, brand misuse, unlawful outreach, failure to disclose compensation, material breach, or conduct reasonably likely to harm clients or Company.

- ✓ After termination, Contractor must stop representing active Program membership and stop using Company trademarks/materials except as needed to identify historical commissions.
- ✓ Subject to the Agreement, commissions on Accepted Referrals properly attributed before termination remain payable on qualifying fees collected during the applicable referral protection period, unless termination resulted from fraud, unlawful conduct, fabricated referrals, or another basis that legally permits forfeiture or offset.
- ✓ Sections concerning confidentiality, taxes, intellectual property, refunds/chargebacks, disputes, indemnity, limitation of liability, governing law, and accrued payment rights survive as applicable.

16. Indemnification

To the extent permitted by law, Contractor will indemnify and hold harmless Company and its owners, officers, employees, and agents from third-party claims, penalties, losses, or reasonable costs arising from Contractor's unauthorized advice, false or misleading claims, unlawful marketing/outreach, privacy or data-security violation, misuse of trademarks, collection/misuse of client funds or information, or material breach of this Agreement. This section does not require Contractor to indemnify Company for Company's own professional negligence or willful misconduct.

17. Limitation of Authority and Liability

Contractor has no authority to settle claims, make admissions, promise a professional outcome, or bind Company. To the extent permitted by law, neither Party is liable to the other for indirect, incidental, special, punitive, or consequential damages arising solely from this referral relationship, except for payment obligations, confidentiality/privacy breaches, fraud, willful misconduct, intellectual-property misuse, or indemnification obligations.

18. Governing Law; Mandatory Rights

Michigan law governs this Agreement without regard to conflict-of-law principles, except that nonwaivable federal law and nonwaivable law of the jurisdiction where Contractor performs referral activity continue to apply. Any court proceeding relating to this Agreement will be brought in a court of competent jurisdiction in or serving Bay County, Michigan, unless applicable law requires another forum.

19. Notices

Company	MBA Financial Tax & Accounting LLC
Mail	4106 E. Wilder Road #288, Bay City, MI 48706
Administration	admin@betaxdebtfree.com
Support	support@betaxdebtfree.com
Call/Text	(989) 686-6633
Toll-Free	(877) 306-2246
Web	www.BeTaxAndDebtFree.com www.TaxDebtWise.com

Contractor notices will be sent to the mailing/email address provided in Contractor's Program profile unless updated in writing.

20. Entire Agreement; Amendments; Severability; Electronic Signatures

This Agreement, the current Commission Schedule, and incorporated Program Rules constitute the entire agreement regarding the referral relationship and supersede prior inconsistent referral understandings. Material commission changes will apply prospectively after written notice/acknowledgment as required. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will remain effective. Electronic signatures and counterparts are permitted to the extent allowed by law.



EXHIBIT A - COMMISSION SCHEDULE

Item	Standard
Commission Rate	20% of Qualifying Net Collected Professional Fees.
Payment Cycle	Monthly; standard payment on or before the 15th of the following month after month-end close, subject to complete tax/payment information.
Referral Protection Period	12 months from accepted-referral date unless Company approves an exception.
Installment Client Payments	Commission earned pro rata as qualifying installments clear.
Refunds / Chargebacks	Related commission may be reversed or offset to the extent allowed by law.
Existing Clients / Existing Leads	Generally excluded unless management approves in writing.
Recruiting Members	No compensation. No downline or override.
Noncommissionable Amounts	Taxes, penalties, interest, government payments, filing/court fees, third-party costs, reimbursed expenses, merchant/financing charges, refunds/credits, and services prohibited from referral compensation.
Dispute Window	30 days after statement/determination.

EXHIBIT B - MARKETING & DISCLOSURE ACKNOWLEDGMENT

- ☐ I will clearly disclose that I may receive a referral commission.
- ☐ I will use only approved Company claims and materials.
- ☐ I will not promise tax, debt, mortgage, credit, investment, or income results.
- ☐ I will not present the Gold Card as credit, financing, a loan, or government program.
- ☐ I will not give individualized tax/legal/investment/debt advice on Company's behalf.
- ☐ I will not collect client funds or sensitive tax/financial information.
- ☐ I will honor do-not-contact requests and avoid unlawful mass/automated outreach.
- ☐ I will not create fake, paid, or undisclosed testimonials/reviews.

Contractor Initials: _____ Date: _____

EXHIBIT C - REFERRAL SUBMISSION CERTIFICATION

Member Name / ID	
Prospect Name	
Prospect Phone / Email	
City / State	

General Need	☐ Tax ☐ Debt ☐ Bookkeeping ☐ Combined ☐ Other
Permission to Contact	☐ Yes ☐ Prospect will contact MBA Financial directly
Compensation Disclosure Made	☐ Yes
Date Referred	
Notes	Do not include SSN, DOB, tax return details, bank data, or passwords.

SIGNATURES

By signing, the Parties acknowledge that they have read and agree to this Agreement and its Exhibits and that Contractor has received or been given access to the current Program Rules & Guidelines.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Member ID (if assigned): _____

Date: _____

Date: _____

Email: admin@betaxdebtfree.com

Email: _____

Compliance Source Notes

These notes identify the public authorities used to update the program framework. They are not legal advice and should be rechecked before material changes or nationwide expansion.

Source	Program Relevance
TaxDebtWise Gold Card Membership	Current public positioning: relationship/referral program; not a credit card, financing, loan, line of credit, credit-repair service, or guaranteed financial outcome.
Federal Trade Commission - Endorsement Guides / Disclosures 101	Paid or compensated referral relationships should be clearly and conspicuously disclosed; endorsements and testimonials must be honest and not misleading.
Internal Revenue Service - Independent Contractor vs. Employee / Topic 762	Worker classification depends on the actual relationship, including control and independence; a written contract label alone does not determine status.
Internal Revenue Service - 2026 Forms 1099-MISC/NEC Instructions	For 2026, Form 1099-NEC generally reports at least \$2,000 of nonemployee compensation, including commissions/referral fees for services; backup withholding rules may apply.
Internal Revenue Service - Form W-9 Instructions	Form W-9 is used to obtain U.S. payee taxpayer identification information and certifications for reportable payments; backup withholding can apply to reportable payments if required information is missing or incorrect.

Operational note: state labor, advertising, tax-practice, accounting-profession, debt-relief, privacy, telemarketing, and referral-fee rules may be more restrictive. The Company should obtain counsel review before launching or materially changing the program in a new jurisdiction.