

# MLG HOME FINANCIAL

Miami, Florida | NMLS Licensed Mortgage Brokerage

## INDEPENDENT BUSINESS DEVELOPER SALES SERVICE AGREEMENT

*1099 Independent Subcontractor | Non-TRID / Non-Owner-Occupied Engagement*

### PREAMBLE. Parties & Recitals

This Independent Business Developer Sales Service Agreement (the "Agreement") is entered into as of the Effective Date set forth below, by and between:

#### COMPANY:

MLG Home Financial ("MLG" or "Company"), a Florida-based NMLS-licensed independent mortgage brokerage, with its principal place of business in Miami-Dade County, Florida.

#### CONTRACTOR:

The individual identified in the signature block below ("Business Developer," "BD," or "Contractor"), engaging with MLG as an independent 1099 subcontractor.

WHEREAS, MLG operates as a licensed mortgage brokerage engaged in the origination of residential and commercial mortgage loans; and

WHEREAS, the Business Developer wishes to build and manage an independent sales force that identifies and refers non-owner-occupied (non-TRID) mortgage borrowers to MLG, under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties agree as follows:

### 1.. Independent Contractor Relationship

The Business Developer is engaged by MLG solely as an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, agency, or franchise. The Business Developer shall have no authority to bind MLG contractually and shall not represent otherwise to any third party.

The Business Developer is responsible for all self-employment taxes, including both employer and employee portions of FICA. A completed IRS Form W-9 must be delivered to MLG prior to receiving any compensation. MLG will issue IRS Form 1099-NEC annually as required by law.

### 2.. Licensing & Non-TRID Limitation

The Business Developer role is specifically designed for non-owner-occupied (Non-TRID) mortgage solicitation, including investor loans, commercial loans, and other non-consumer residential products. No NMLS license is required for this role, provided the Business Developer strictly adheres to the following:

- (a) The Business Developer may only solicit and refer borrowers who are investors, commercial entities, or non-owner-occupied property buyers;

- (b) If at any point in the sales process a prospect is identified as an owner-occupied (TRID-covered) borrower, the Business Developer must immediately and unconditionally hand that prospect off to an NMLS-licensed Loan Officer at MLG — the BD may not continue working that lead;
- (c) The Business Developer must complete a 3-hour compliance training course covering applicable federal fair-lending, AML, BSA, and state regulations before conducting any active solicitation;
- (d) If the Business Developer later obtains an active NMLS license and requests to be sponsored by MLG, a separate Loan Officer Agreement will govern the owner-occupied portion of their activities.

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### 3.. Scope of Services

During the term of this Agreement, the Business Developer shall provide the following services on behalf of MLG:

- (a) Solicit, identify, and refer non-owner-occupied mortgage prospects (investors, commercial borrowers) to MLG in a professional manner;
- (b) Build, lead, and supervise their own sub-team of Junior Developers under this Agreement, in accordance with MLG's sales development framework;
- (c) Train and mentor Junior Developers assigned to their team, and ensure their sub-team members comply with the conduct standards set forth herein;
- (d) Attend the mandatory monthly company compliance meeting to remain in good standing with MLG;
- (e) Pass MLG's knowledge assessment covering federal fair-lending laws, AML, BSA, and any other regulatory directives issued by MLG;
- (f) Maintain minimum documentation on file with MLG: government-issued photo ID, Social Security number, and completed IRS Form W-9.

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### 4.. Conduct Standards — Critical Non-TRID Clause

Because the Business Developer is not NMLS-licensed for consumer mortgage solicitation, the following conduct standards are binding and non-waivable:

- (a) At no point during any sales conversation may the Business Developer offer legal advice, quote specific interest rates or APR, or make any promises of results, terms, or products not expressly authorized in writing by MLG;
- (b) The Business Developer shall not represent that any specific loan product, rate, term, or closing timeline is guaranteed;
- (c) The Business Developer shall not use MLG's name, trade name, or NMLS identification number in any marketing or advertising without prior written approval from MLG's principal broker;
- (d) Any materials used by the Business Developer to solicit prospects must be pre-approved by MLG in writing before distribution;
- (e) The Business Developer shall comply with all applicable anti-spam, telemarketing (TCPA), and fair-lending regulations in their outreach activities.

Violation of any provision of this Section is grounds for immediate termination of this Agreement and may result in liability for damages to MLG.

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### 5.. Compensation & Commission Structure

The Business Developer shall be compensated solely on closed, funded loans. No draw, advance, salary, hourly pay, or expense reimbursement shall be owed unless expressly set forth in a signed written addendum.

#### 5.1 Commission Structure

MLG's maximum allowable origination commission is 2.25% of the funded loan amount. MLG retains 1.00% on every funded loan. The Business Developer earns 1.25% of the funded loan amount on loans they originated. Commissions for Junior Developers are structured as follows:

Role	Compensation	Description
<b>MLG Business Developer / Team Leader</b>	1.25% of funded loan amount	Manages own sales force. MLG retains 1.00% of the 2.25% max cap; BD keeps 1.25%. Borrower owned by the company. Leads for O/O borrowers must be handed off to an NMLS-licensed officer.
<b>MLG Junior Developer</b>	60% of the BD's earned commission	Works under a Team Leader BD. Commissions paid by MLG and credited to the Team Leader for bonus purposes. Advances to Team Leader after closing 24 funded loan units in a rolling 12-month period.

Example: On a \$400,000 funded loan, MLG's 2.25% gross commission is \$9,000. MLG keeps \$4,000 (1.00%). The Business Developer earns \$5,000 (1.25%). If a Junior Developer worked the loan under the BD's supervision, the BD and Junior Developer split the BD's \$5,000 at 60/40 respectively — the Junior Developer receives \$3,000 and the BD retains \$2,000 — per MLG's commission ledger.

## 5.2 Payment Schedule

Commissions are paid exclusively on closed, funded loans. Payment shall be disbursed within four (4) business days after MLG receives the commission disbursement from the lender or title agency. Payment is issued on a Friday; if Friday falls on a holiday, payment is issued on the last business day of that week. MLG bears no obligation to pay commissions on loans that do not close and fund.

## 5.3 Charge-Backs

If a funded loan is rescinded, reversed, or charged back to MLG by the lender within 90 days of funding, MLG reserves the right to offset the corresponding commission from the Business Developer's next payment cycle. MLG will notify the BD in writing within five (5) business days of receipt of any such charge-back.

## 5.4 Technology & Materials Support

MLG shall cover the cost of business-presentation materials and technology tools for the Business Developer's first six (6) calendar months from the Effective Date. After this period, the Business Developer is solely responsible for all costs related to their own materials, software, and technology.

## 6.. Team Leadership & Junior Developer Oversight

The Business Developer is authorized to recruit, train, and supervise Junior Developers as defined in MLG's Sales Engagement Plan. The following terms govern team operations:

- (a) Junior Developers must each execute a separate MLG Business Developer Sales Service Agreement (Junior Developer version) prior to conducting any solicitation activity;
- (b) The Business Developer, as Team Leader, is responsible for ensuring their Junior Developers comply with all conduct standards in this Agreement;
- (c) Commissions owed to Junior Developers are calculated and paid directly by MLG but credited to the Team Leader's performance record for bonus eligibility purposes;
- (d) A Junior Developer may advance to Team Leader status after closing twenty-four (24) funded loan units within any rolling 12-month period, as verified by MLG's production records;
- (e) The Business Developer shall not make representations to any Junior Developer regarding compensation, advancement timelines, or business projections that are inconsistent with this Agreement or MLG's written policies.

## 7.. Nondisclosure & Confidentiality

The Business Developer acknowledges that, in the course of performing services under this Agreement, they will be exposed to confidential and proprietary information belonging to MLG, including but not limited to: lender relationships, pricing strategies, technology systems, software platforms, internal workflows, borrower databases, marketing assets, and MLG's proprietary knowledge base ("Confidential Information").

The Business Developer agrees:

- (a) Not to disclose, copy, reproduce, distribute, or use any Confidential Information for any purpose outside the scope of this Agreement, during or after its term;
- (b) Not to solicit or redirect MLG's borrowers, referral sources, or lender relationships to any competing mortgage brokerage during the term of this Agreement and for twelve (12) months following termination;
- (c) To immediately return or destroy all Confidential Information upon termination upon MLG's written request;
- (d) That a breach of this section entitles MLG to seek injunctive relief in addition to any other legal or equitable remedy.

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## 8.. Ownership of Leads & Borrowers

All borrowers originated through MLG's marketing channels or assigned as Company Leads remain the property of MLG at all times. Borrowers the Business Developer sources independently are credited to the BD for commission purposes but are client relationships of the MLG brokerage. MLG reserves the right to reassign any Company Lead that is not actively worked by the BD within a reasonable timeframe per MLG's internal policy.

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## 9.. Term & Termination

This Agreement commences on the Effective Date and continues on a month-to-month basis unless earlier terminated.

- (a) Either party may terminate this Agreement without cause upon fourteen (14) days' prior written notice;
- (b) MLG may terminate immediately upon written notice if the Business Developer: (i) violates the Non-TRID conduct standards in Section 4; (ii) is found to have engaged in fraudulent, deceptive, or dishonest conduct; (iii) violates applicable law; or (iv) materially breaches any provision of this Agreement;
- (c) Upon termination, the Business Developer is entitled to commissions on loans fully submitted and in active processing prior to the notice of termination, provided such loans close and fund within sixty (60) days of the termination date;
- (d) Junior Developers on the terminated BD's team will be reassigned by MLG at its discretion. The terminated BD will not receive commission credit for any loan submitted by reassigned Junior Developers after the termination date.

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## 10.. Dispute Resolution

The parties agree to first attempt in good faith to resolve any dispute through direct negotiation. If unresolved within thirty (30) days, the parties agree to submit the dispute to binding arbitration in Miami-Dade County, Florida, under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitrator's award shall be final and may be entered as a judgment. The prevailing party shall be entitled to recover reasonable attorneys' fees and arbitration costs.

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## 11.. Governing Law & Venue

This Agreement shall be governed by the laws of the State of Florida, without regard to conflict-of-laws principles. Any proceeding to enforce an arbitration award shall be brought in the state or federal courts of Miami-Dade County, Florida. The Business Developer hereby consents to personal jurisdiction in such courts.

**12.. Representations & Warranties**

The Business Developer represents and warrants to MLG that:

- (a) They are legally authorized to enter into this Agreement and to perform all services described herein;
- (b) They have not been convicted of any crime involving fraud, dishonesty, breach of trust, or money laundering;
- (c) They are not subject to any regulatory order, consent agreement, or court order that would restrict their solicitation activities;
- (d) They will at all times represent MLG in a professional and ethical manner consistent with industry standards and applicable law.

**13.. Entire Agreement & Amendments**

This Agreement, together with any written addenda signed by both parties, constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, representations, and understandings. Amendments must be in writing and signed by authorized representatives of both parties.

**14.. Severability & Waiver**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. No waiver of any breach constitutes a waiver of any subsequent breach.

**SIGNATURES. Execution**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

**MLG HOME FINANCIAL**

**BUSINESS DEVELOPER (CONTRACTOR)**

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Signature of Independent Contractor*

Name: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

Title: \_\_\_\_\_

Role: BD / Team Leader / Junior Developer  
*(circle one)*

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

NMLS Company ID: \_\_\_\_\_

Email: \_\_\_\_\_

Team Leader (if Jr. Dev.): \_\_\_\_\_

Date: \_\_\_\_\_