

MLG HOME FINANCIAL

Mortgage Broker & Loan Origination

INDEPENDENT CONTRACTOR AGREEMENT

(Applicable to All Subcontractor Levels — Processing, Origination, Compliance, Marketing, Finance & Support)

LEGAL NOTICE: This document is a draft template for informational purposes. It does not constitute legal advice. MLG strongly recommends that this agreement be reviewed and approved by a licensed attorney in the applicable state(s) before execution.

This Independent Contractor Agreement ("Agreement") is entered into as of the date last signed below ("Effective Date"), by and between:

COMPANY:

MLG Home Financial, LLC ("MLG" or "Company")

A [State] Limited Liability Company

Address: _____

NMLS ID: _____

Email: marketingleveragegroup@gmail.com

AND

CONTRACTOR:

Full Legal Name: _____

Business Name (if applicable): _____

Address: _____

Phone: _____

Email: _____

NMLS ID (if applicable): _____

EIN / SSN (for 1099 purposes): _____

Collectively referred to herein as the "Parties."

RECITALS

WHEREAS, MLG is a licensed mortgage brokerage and loan origination company engaged in the business of originating, processing, and brokering residential and commercial mortgage loans; and

WHEREAS, Contractor possesses skills, experience, and qualifications that MLG desires to utilize in connection with its operations; and

WHEREAS, the Parties desire to set forth the terms and conditions under which Contractor will provide services to MLG as an independent contractor;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. ENGAGEMENT & SCOPE OF SERVICES

1.1 Engagement. MLG hereby engages Contractor, and Contractor hereby accepts engagement, to perform the services described in Exhibit A – Statement of Work ("Services"), attached hereto and incorporated herein by reference.

1.2 Role Classification. Contractor's role is classified as one of the following (check applicable):

- Loan Originator / Loan Officer (NMLS Licensed)
- Loan Processor
- Compliance Analyst / QC Auditor
- Processing Manager / Closing Coordinator
- Marketing / Lead Generation Specialist
- Finance / Accounting Specialist
- Technology / Systems Specialist
- Administrative / Support Staff
- Other: _____

1.3 Standard of Performance. Contractor shall perform all Services in a professional, competent, and timely manner, consistent with industry standards applicable to mortgage lending and processing operations.

1.4 Location. Services may be performed remotely or at a location mutually agreed upon by the Parties. Contractor is not required to work from MLG's offices unless expressly stated in Exhibit A.

1.5 Equipment & Tools. Contractor shall furnish, at Contractor's own expense, all tools, equipment, software licenses, and materials necessary to perform the Services, unless otherwise specified in Exhibit A.

SECTION 2. INDEPENDENT CONTRACTOR RELATIONSHIP

2.1 No Employment Relationship. Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of MLG. Nothing in this Agreement shall be construed to create an employer-employee relationship between MLG and Contractor.

2.2 Control. Contractor retains sole and exclusive control over the manner and means of performing the Services. MLG's interest is solely in the results achieved, not the method by which those results are achieved, subject to applicable regulatory requirements.

2.3 No Benefits. Contractor is not entitled to, and shall not receive, any employee benefits from MLG, including but not limited to: health insurance, retirement benefits, paid time off, workers' compensation coverage, unemployment insurance, or any other benefit available to MLG employees.

- 2.4 Taxes.** Contractor shall be solely responsible for the payment of all federal, state, and local taxes, including self-employment taxes, income taxes, and any other taxes arising from compensation received under this Agreement. MLG shall not withhold any taxes on behalf of Contractor. Contractor will receive a Form 1099-NEC for each calendar year in which compensation equals or exceeds applicable IRS thresholds.
- 2.5 Other Clients.** Contractor may perform services for other clients during the term of this Agreement, provided such activities do not: (a) create a conflict of interest with MLG; (b) violate any applicable law or regulation; (c) involve the use of MLG's Confidential Information; or (d) violate Section 9 (Non-Solicitation) of this Agreement.
- 2.6 Compliance with Classification Laws.** The Parties intend that Contractor meets the criteria for independent contractor status under applicable law. If any governmental authority determines that Contractor is an employee for any purpose, Contractor agrees to cooperate with MLG in restructuring the relationship to preserve independent contractor status to the extent permissible under law.

SECTION 3. COMPENSATION

- 3.1 Compensation Structure.** MLG shall pay Contractor in accordance with the compensation schedule set forth in Exhibit A. Compensation may be structured as one of the following:
- Flat Fee per Loan Funded: \$ _____ per funded loan
 - Monthly Retainer: \$ _____ per month
 - Hourly Rate: \$ _____ per hour (not to exceed ___ hours/month without prior approval)
 - Commission Split: ___% of net lender compensation per funded loan
 - Per-Project Fee: As specified in individual Statements of Work
- 3.2 Payment Schedule.** Unless otherwise specified in Exhibit A, MLG shall remit payment to Contractor within fifteen (15) days following: (a) for loan-based compensation, the date of loan funding and receipt of lender compensation by MLG; (b) for retainer or hourly arrangements, the last business day of each month upon receipt of Contractor's invoice.
- 3.3 Invoicing.** Contractor shall submit invoices to MLG's accounting department at the email address designated by MLG. Invoices must include: Contractor's name and EIN, invoice date and number, description of services rendered, applicable period, and total amount due.
- 3.4 Expense Reimbursement.** MLG shall reimburse Contractor for pre-approved, documented business expenses incurred in connection with the Services. Expenses exceeding \$ _____ require prior written approval from the COO or CFO. Contractor must submit expense reports with receipts within thirty (30) days of incurring the expense.
- 3.5 Chargebacks.** For Loan Officer contractors, if a funded loan results in an early payoff (within 6 months), early payment default (within 90 days), or lender chargeback, MLG reserves the right to deduct the corresponding compensation clawback from future payments due to Contractor, consistent with the terms provided by the lender to MLG.

SECTION 4. TERM AND TERMINATION

- 4.1** Term. This Agreement shall commence on the Effective Date and continue until terminated by either Party in accordance with this Section. This Agreement does not guarantee Contractor a minimum amount of work or compensation.
- 4.2** Termination Without Cause. Either Party may terminate this Agreement at any time, without cause, upon thirty (30) days' prior written notice to the other Party. For Loan Originator contractors, termination is effective upon transfer of the Contractor's active pipeline to another MLG-approved originator.
- 4.3** Termination for Cause. MLG may terminate this Agreement immediately upon written notice if Contractor: (a) commits fraud or material misrepresentation; (b) violates any applicable federal or state mortgage law or regulation; (c) loses any required professional license, including NMLS license; (d) materially breaches this Agreement and fails to cure such breach within five (5) business days of written notice; (e) engages in conduct that exposes MLG to regulatory liability; or (f) is convicted of a crime involving moral turpitude or financial fraud.
- 4.4** Effect of Termination. Upon termination: (a) Contractor shall immediately return all MLG property, equipment, and Confidential Information; (b) Contractor shall complete or transition all active loan files as directed by MLG; (c) MLG shall pay Contractor all undisputed amounts earned through the termination date; (d) Sections 6 (Confidentiality), 7 (Intellectual Property), 9 (Non-Solicitation), 11 (Indemnification), and 15 (Dispute Resolution) shall survive termination.

SECTION 5. COMPLIANCE WITH LAWS & LICENSING

- 5.1** General Compliance. Contractor shall, at all times during the term of this Agreement, comply with all applicable federal, state, and local laws, rules, and regulations governing the performance of the Services, including but not limited to:
- Real Estate Settlement Procedures Act (RESPA) and Regulation X
 - Truth in Lending Act (TILA) / TRID - TILA-RESPA Integrated Disclosure Rule
 - Equal Credit Opportunity Act (ECOA) and Regulation B
 - Fair Credit Reporting Act (FCRA)
 - Home Mortgage Disclosure Act (HMDA) and Regulation C
 - Bank Secrecy Act (BSA) and Anti-Money Laundering (AML) requirements
 - Gramm-Leach-Bliley Act (GLBA) - Safeguards Rule and Privacy Rule
 - SAFE Mortgage Licensing Act (for Loan Originator Contractors)
 - All applicable state mortgage broker and lender statutes
 - Consumer Financial Protection Bureau (CFPB) regulations and guidance
- 5.2** NMLS Licensing. Any Contractor performing loan origination activities must maintain a valid, active Mortgage Loan Originator (MLO) license through the Nationwide Multistate Licensing System & Registry (NMLS) for each state in which they originate loans. Contractor shall provide MLG with proof of current licensure upon execution and upon each annual renewal. Loss of NMLS licensure is grounds for immediate termination under Section 4.3.

- 5.3 Continuing Education.** Contractor shall complete all required continuing education (CE) hours as mandated by applicable state and federal law, including annual NMLS-required federal CE. Proof of completion shall be provided to MLG's CCO no later than December 31 of each calendar year.
- 5.4 No Kickbacks or Referral Fees.** Contractor shall not give or receive any fee, kickback, or thing of value in exchange for a referral of mortgage business, in violation of RESPA Section 8. Any referral arrangements must be reviewed and pre-approved in writing by MLG's CCO.
- 5.5 Anti-Fraud.** Contractor shall not engage in, facilitate, or knowingly participate in any form of mortgage fraud, including but not limited to: falsification of borrower documents, misrepresentation of income or assets, property flipping schemes, identity fraud, or occupancy fraud. Contractor shall immediately report any suspected fraud to MLG's Compliance Officer.
- 5.6 Background Check.** Contractor consents to MLG conducting a background check, credit check (where legally permissible), and NMLS background review prior to and during the engagement as deemed necessary by MLG.

SECTION 6. CONFIDENTIALITY

- 6.1 Definition.** "Confidential Information" means all non-public information of MLG or its clients, including but not limited to: (a) borrower and applicant personally identifiable information (PII) and Non-Public Personal Information (NPPI) as defined under GLBA; (b) loan files, financial data, credit reports, and underwriting information; (c) lender pricing, rate sheets, and wholesale lending relationships; (d) MLG's business strategies, processes, pricing models, and financial performance; (e) proprietary software, technology systems, and trade secrets; (f) employee and contractor information; and (g) any information designated as confidential.
- 6.2 Obligations.** Contractor shall: (a) hold all Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without MLG's prior written consent; (c) use Confidential Information solely for the purpose of performing the Services; (d) implement reasonable security measures to protect Confidential Information; and (e) notify MLG immediately upon discovery of any unauthorized disclosure or suspected data breach.
- 6.3 GLBA / Borrower Data.** Contractor acknowledges that borrower Non-Public Personal Information (NPPI) is subject to strict federal and state privacy laws. Contractor shall comply with MLG's Privacy Policy and all applicable GLBA Safeguards Rule requirements, including maintaining an information security program appropriate to the size and complexity of Contractor's operations.
- 6.4 Return of Information.** Upon termination, Contractor shall immediately return or destroy all Confidential Information in Contractor's possession, including all copies, and certify such return or destruction in writing.
- 6.5 Survival.** Contractor's obligations under this Section shall survive the termination of this Agreement indefinitely with respect to borrower NPPI, and for a period of five (5) years with respect to all other Confidential Information.

SECTION 7. INTELLECTUAL PROPERTY & WORK PRODUCT

- 7.1 Work Made for Hire.** All work product, deliverables, documents, analyses, reports, software, templates, scripts, and other materials created by Contractor in the performance of the Services ("Work Product")

shall be considered "work made for hire" under 17 U.S.C. § 101 and shall be the sole and exclusive property of MLG.

7.2 Assignment. To the extent any Work Product does not qualify as work made for hire, Contractor hereby irrevocably assigns to MLG all right, title, and interest in and to such Work Product, including all intellectual property rights therein.

7.3 Contractor's Pre-Existing IP. Nothing herein shall be construed to assign to MLG any intellectual property owned by Contractor prior to the Effective Date or developed independently of the Services. Contractor shall identify any pre-existing IP incorporated into Work Product and grants MLG a non-exclusive, royalty-free license to use such pre-existing IP as incorporated into the Work Product.

SECTION 8. DATA SECURITY

8.1 Security Requirements. Contractor shall implement and maintain appropriate physical, technical, and administrative safeguards to protect all borrower data and MLG Confidential Information, including: (a) encrypted storage and transmission of all NPPI; (b) strong password policies and multi-factor authentication for all systems containing MLG or borrower data; (c) immediate revocation of access upon termination of this Agreement; and (d) no storage of borrower data on personal, unsecured devices.

8.2 Authorized Systems Only. Contractor shall access and process loan files only through MLG's designated Loan Origination System (LOS), CRM, and other approved platforms. Unauthorized use of personal email, cloud storage, or third-party applications to store or transmit borrower data is strictly prohibited.

8.3 Breach Notification. Contractor shall notify MLG's COO and CCO within twenty-four (24) hours of discovering or suspecting any actual or potential breach involving Confidential Information or borrower data. Contractor shall cooperate fully with MLG's breach response and any required regulatory notifications.

SECTION 9. NON-SOLICITATION

9.1 Non-Solicitation of Clients. During the term of this Agreement and for a period of twelve (12) months following termination, Contractor shall not, directly or indirectly, solicit or attempt to solicit any borrower, referral partner, real estate agent, builder, or other client of MLG with whom Contractor had contact during the engagement, for the purpose of competing with MLG's mortgage business.

9.2 Non-Solicitation of Personnel. During the term of this Agreement and for a period of twelve (12) months following termination, Contractor shall not, directly or indirectly, solicit, recruit, or encourage any MLG employee, officer, or contractor to terminate their relationship with MLG.

9.3 Non-Disparagement. Contractor shall not make any false, disparaging, or defamatory statements about MLG, its officers, employees, contractors, lender partners, or services, whether online, in writing, or verbally.

9.4 Reasonableness. Contractor acknowledges that the restrictions in this Section are reasonable and necessary to protect MLG's legitimate business interests, considering the specialized nature of the mortgage industry and Contractor's access to sensitive business relationships and Confidential Information.

SECTION 10. INSURANCE

10.1 Required Coverage. Contractor shall obtain and maintain, at Contractor's own expense, the following insurance coverage:

- Professional Liability / Errors & Omissions (E&O): Minimum \$1,000,000 per occurrence / \$2,000,000 aggregate
- General Liability: Minimum \$1,000,000 per occurrence (if Contractor visits MLG offices or client properties)
- Cyber Liability: Minimum \$500,000 per occurrence (required for all contractors handling borrower NPPI)
- Workers' Compensation: As required by applicable state law (if Contractor has employees)

10.2 Certificates. Upon execution of this Agreement and annually thereafter, Contractor shall provide MLG with certificates of insurance evidencing the required coverage. MLG shall be listed as an additional insured on general liability policies.

SECTION 11. INDEMNIFICATION

11.1 Indemnification by Contractor. Contractor shall indemnify, defend, and hold harmless MLG, its members, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Contractor's performance or failure to perform the Services; (b) any violation of applicable law or regulation by Contractor; (c) Contractor's negligence or willful misconduct; (d) any breach of this Agreement by Contractor; or (e) any claim by any governmental authority that Contractor is an employee of MLG.

11.2 Indemnification by MLG. MLG shall indemnify, defend, and hold harmless Contractor from and against claims arising from MLG's own gross negligence or willful misconduct, to the extent not caused by Contractor's actions.

SECTION 12. REPRESENTATIONS AND WARRANTIES

12.1 By Contractor. Contractor represents and warrants that: (a) Contractor has the legal capacity and authority to enter into this Agreement; (b) Contractor holds all required licenses, certifications, and registrations necessary to perform the Services; (c) Contractor has no prior convictions that would disqualify Contractor under the SAFE Act or applicable state licensing laws; (d) the execution and performance of this Agreement does not violate any other agreement to which Contractor is a party; and (e) all information provided by Contractor to MLG, including licensing credentials, is accurate and current.

12.2 By MLG. MLG represents and warrants that it is duly licensed and authorized to operate as a mortgage broker and/or lender in the states in which it conducts business.

SECTION 13. LIMITATION OF LIABILITY

13.1 Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of this Agreement, even if advised of the possibility of such damages. MLG's total

liability to Contractor under this Agreement shall not exceed the total compensation paid to Contractor in the three (3) months preceding the event giving rise to liability.

SECTION 14. GOVERNING LAW & JURISDICTION

14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles. The Parties consent to exclusive jurisdiction and venue in the state and federal courts located in _____ County, _____ for any disputes not resolved through arbitration.

SECTION 15. DISPUTE RESOLUTION

15.1 Negotiation. In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt to resolve the dispute through good-faith negotiation between senior representatives of the Parties for a period of fifteen (15) business days following written notice of the dispute.

15.2 Mediation. If negotiation is unsuccessful, the Parties shall submit the dispute to non-binding mediation before a mutually agreed-upon mediator. The cost of mediation shall be shared equally by the Parties.

15.3 Arbitration. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall take place in _____, and the award shall be final and binding. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in a court of competent jurisdiction to protect Confidential Information or intellectual property rights.

SECTION 16. GENERAL PROVISIONS

16.1 Entire Agreement. This Agreement, together with all Exhibits and any fully executed Statements of Work, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings.

16.2 Amendments. This Agreement may only be amended by a written instrument signed by authorized representatives of both Parties.

16.3 Severability. If any provision of this Agreement is found invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

16.4 Waiver. No waiver of any breach of this Agreement shall constitute a waiver of any prior or subsequent breach.

16.5 Notices. All notices under this Agreement shall be in writing and delivered by email (with confirmation of receipt) or certified mail to the addresses set forth above.

16.6 Electronic Signatures. The Parties agree that electronic signatures, whether affixed via DocuSign, Adobe Sign, or equivalent platform, shall have the same legal effect as original ink signatures.

16.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Independent Contractor Agreement as of the date last written below.

MLG HOME FINANCIAL

Authorized Signatory Name:

Title / Role:

Signature: _____

Date: _____

NMLS ID (if applicable):

CONTRACTOR

Contractor Full Legal Name:

Role / Classification:

Signature: _____

Date: _____

NMLS ID (if applicable):

EXHIBIT A — STATEMENT OF WORK (SOW)

Complete one Exhibit A for each new engagement or role change. This Exhibit, once signed, is incorporated into and forms part of the Independent Contractor Agreement.

Contractor Name:

Full Legal Name: _____

Role / Classification: _____

Effective Start Date: _____

Anticipated End Date (if applicable): _____

A. Scope of Services

Describe the specific services to be performed under this engagement:

—

B. Compensation

Compensation Type (see Section 3.1): _____

Rate / Amount: _____

Payment Schedule: _____

Geographic Territory / States (for LOs): _____

C. Reporting Relationship

Reports To (MLG Officer / Department Lead):

Primary Point of Contact at MLG: _____

D. Special Terms (if any)

Both Parties agree that this Exhibit A is incorporated into and subject to all terms of the Independent Contractor Agreement.

MLG Authorized Signatory:

Contractor Name:

Signature: _____

Signature: _____

Date: _____

Date: _____