Marketing Referral Agreement

Effective upon Partner account registration | Version 1.0 | Last updated: September 29, 2026

1. Acceptance of This Agreement

This Marketing Referral Agreement (the "Agreement") is between Simply Compliant LLC, a Michigan limited liability company located in Waterford, Michigan ("Simply Compliant," "we," or "us") and the individual who registers for a Referral Partner account on our website ("Partner," "you"). By checking the agreement box and clicking "Create My Partner Account," you confirm that you have read and agree to this Agreement and that you are legally able to enter into it. Your electronic acceptance has the same effect as a handwritten signature.

2. The Referral Program

Simply Compliant provides business-to-business mortgage compliance training for mortgage lenders, brokers, and other mortgage industry companies and their employees (the "Services") on a subscription basis. As a Partner, you may introduce prospective clients to Simply Compliant by sending a referral email to us that includes the prospect's name and email address (the "Referral Email"). A "Referred Client" is a person or business that (a) you introduced to us through a Referral Email, (b) was not already a Simply Compliant client or an active prospect in our pipeline at the time of your introduction, and (c) signs up for a paid subscription to the Services using the same email address that you provided in the Referral Email.

Matching by email address. We connect a Referred Client to you by matching the email address in your Referral Email to the email address the client uses to sign up. If the prospect signs up using a different email address, we cannot match the sign-up to your referral, and no Referral Fee or Volume Bonus is owed for it, unless we agree otherwise in writing. Please make sure the prospect knows to sign up with the email address you gave us.

We decide, in our sole discretion, whether to accept any prospect as a client, what pricing and terms to offer, and whether a prospect qualifies as a Referred Client. If two partners refer the same prospect, the referral first recorded by us receives credit. Your role is limited to making introductions; you may not negotiate terms, make commitments, or sign anything on our behalf.

3. Referral Fee

For each Referred Client that qualifies, you will earn the referral fee described in Schedule A (the "Referral Fee"). A Referral Fee is earned and payable only when all of the following have occurred: (a) the Referred Client has signed up using the email address provided in your Referral Email, completed checkout, and enrolled in a paid subscription; (b) the Referred Client's first payment has been received by Simply Compliant and has fully cleared, meaning it has not been declined, reversed, disputed, or refunded; and (c) you have completed the Payment Requirements in Section 4.

No Referral Fee is owed for free trials, complimentary (comped) accounts, discounted accounts (except as described below), unpaid or failed payments, or clients who cancel or receive a refund before their payment clears. Referral of a prospect, a signed proposal, or an unpaid invoice does not by itself entitle you to any payment.

UWM Partner Perks discount. Simply Compliant offers a 10% promo code to prospects who reach us through the co-branded page at simplycompliant.com/uwm (the "Partner Perks Discount"). A Referred Client's use of the Partner Perks Discount does not disqualify the referral, and your Referral Fee will not be reduced because of it, as long as we received your Referral Email before the Referred Client accessed the co-branded page. If a prospect first reaches us through the co-branded page and you submit your Referral Email afterward, the prospect is not a Referred Client and no Referral Fee is owed. All other conditions in this Section 3, including matching the email address in your Referral Email, still apply.

4. Payment Requirements and Method

Before we pay you any Referral Fee, you must complete both of the following:

(a) **Form W-9.** Submit a completed, signed IRS Form W-9 with your correct legal name, tax classification, address, and taxpayer identification number. We may require an updated W-9 at any time.

(b) **Payment Profile in QuickBooks.** Complete your payment profile through the secure QuickBooks link we send you, providing accurate U.S. bank account information for ACH direct deposit.

All Referral Fees are paid by ACH direct deposit only, in U.S. dollars, to the account in your Payment Profile. We do not pay by check, cash, wire, or card. Once the conditions in Section 3 and this Section 4 are met, we will initiate payment of the Referral Fee within one (1) business day after the Referred Client's payment clears. Payments are sent through QuickBooks, and it may take several additional business days for the funds to reach your bank account, especially for your first payment while your bank account is being set up and verified. Delays that occur after we initiate payment are not a breach of this Agreement.

You are responsible for keeping your W-9 and bank information accurate and current. We are not liable for delays or misdirected payments caused by incorrect or outdated information you provided. If you have not completed the Payment Requirements within 90 days after a Referral Fee becomes otherwise payable, we may treat that Referral Fee as forfeited.

5. Refunds, Chargebacks, and Adjustments

If a Referred Client's payment that generated a Referral Fee is later refunded, charged back, or reversed, we may deduct the corresponding Referral Fee from future payments to you, or, if no future payments are due, you agree to repay it within 30 days of our written request. If a refund, chargeback, or reversal affects a referral that counted toward a Volume Bonus (see Schedule A), that referral will no longer count, and if the bonus has already been paid we may deduct or recover it in the same way. We may also correct any payment made in error.

6. Independent Contractor; Taxes

You are an independent contractor, not an employee, agent, partner, or joint venturer of Simply Compliant. You control how, when, and where you make referrals. You are not entitled to salary, benefits, insurance, or reimbursement of expenses, and you have no authority to bind us.

You are solely responsible for all taxes on Referral Fees. We will not withhold taxes. Where required by law, we will report payments to you and the IRS on Form 1099. If you fail to provide a valid W-9, we may be required to apply backup withholding and may withhold that amount from payment.

7. Your Current Employment and Compliance with Laws

Many Partners work for mortgage lenders, brokers, or other financial services companies. By accepting this Agreement, you represent and agree that:

(a) **Participation in this program does not violate any employment agreement, code of conduct, conflict-of-interest, outside-activity, non-solicitation, or confidentiality obligation you owe to your current or former employer or any other party.** You are responsible for reading those obligations and, where required, obtaining your employer's approval or making the required disclosure before participating or accepting any payment.

(b) **You will not use your employer's time, equipment, systems, confidential information, customer lists, or resources to make referrals, and you will not refer any person in a way that breaches a duty to your employer or any customer.**

(c) **Referral Fees are paid only for introducing prospective clients for Simply Compliant's Services.** They are not payment for referring borrowers, loans, or any real estate settlement service, and are not conditioned on any client sending business to you or your employer. You will not pass along, split, or share any Referral Fee with any other person, and you will not accept payment from anyone else for the same referral without disclosing it to us.

(d) **You will comply with all laws and regulations that apply to your activities, including anti-kickback and referral-fee rules (such as Section 8 of RESPA, if applicable to you), anti-spam and telemarketing laws (CAN-SPAM, TCPA, and state equivalents), and your own licensing (including NMLS/SAFE Act) obligations.**

You are solely responsible for determining whether you may lawfully participate. We do not provide legal advice about your employment obligations. If your circumstances change so that you can no longer make these representations, you must notify us and stop making referrals immediately.

8. Marketing Conduct

When promoting Simply Compliant you must: be truthful and not misleading; not make guarantees or promises about compliance results, audit or examination outcomes, or pricing; not describe Simply Compliant's Services as legal advice or a substitute for it; use only marketing materials we provide or approve in writing; not send unsolicited bulk email, text, or robocalls, or contact anyone on a do-not-call list; and not represent yourself as an employee or authorized agent of Simply Compliant. We may require you to remove any content or communication that we reasonably believe violates this Section.

9. Confidentiality and Privacy

You may learn non-public information about Simply Compliant, its pricing, its clients, and its prospects. You will keep it confidential, use it only to perform your role under this Agreement, and not disclose it to anyone, including your employer, unless we agree in writing or the law requires. Do not send us any nonpublic personal information of borrowers or customers of your employer. When introducing a prospect, share only business contact information that the prospect has agreed to share.

10. Limited Use of Our Name and Marks

We grant you a limited, non-exclusive, revocable, non-transferable license to use the Simply Compliant name and logo solely in approved materials to promote the Services while this Agreement is in effect. All rights remain with us. You may not register any domain, social media handle, or advertising keyword that includes our name or marks.

11. Term and Termination

This Agreement starts when you create your account and continues until ended. Either of us may terminate it at any time, for any reason, by written notice (email is sufficient). We may suspend or terminate your account immediately if we believe you have breached this Agreement or acted in a way that could harm us or our clients. After termination, we will still pay Referral Fees that were fully earned under Section 3 before the termination date, subject to Sections 4 and 5, unless the termination was for your breach of Sections 7, 8, or 9. No Referral Fee is earned for payments received after termination. Sections 5, 6, 7, 9, and 12 through 15 survive termination.

12. Disclaimers and Limitation of Liability

The referral program is provided "as is." We do not guarantee that you will receive any minimum number of referrals, clients, or payments, and we may change, pause, or end the program at any time. To the fullest extent permitted by law, Simply Compliant will not be liable for any indirect, incidental, special, consequential, or lost-profit damages, and our total liability to you under this Agreement will not exceed the Referral Fees actually earned by and unpaid to you.

13. Indemnification

You agree to indemnify and hold harmless Simply Compliant and its owners, officers, and employees from any claims, losses, or expenses (including reasonable attorneys' fees) arising from your breach of this Agreement, your violation of law, your statements or marketing activities, or any claim by your employer or another third party relating to your participation in the program.

14. Changes to This Agreement

We may update this Agreement or Schedule A from time to time by posting the new version on our website or emailing you. Changes apply to referrals made after the effective date of the change. Continuing to make referrals after that date means you accept the updated terms. If you do not agree, you may terminate under Section 11.

15. General Terms

Governing law and disputes. This Agreement is governed by the laws of the State of Michigan, without regard to conflict-of-law rules. The parties will first try to resolve any dispute informally for 30 days. Any remaining dispute will be brought exclusively in the state or federal courts located in Oakland County, Michigan.

Entire agreement. This Agreement, including Schedule A, is the entire agreement between us on this subject and replaces any prior discussions or understandings. If any provision is unenforceable, the rest remains in effect. Our failure to enforce a provision is not a waiver. You may not assign this Agreement or delegate your duties without our written consent; we may assign it to a successor to our business. This Agreement is non-exclusive: you may refer to other companies, and we may work with other partners. Notices to you will be sent to the email address in your account; notices to us go to admin@simplycompliant.com.

Schedule A - Referral Fee Terms

Closed referral. A referral is "closed" when the Referred Client signed up using the email address provided in your Referral Email, has completed checkout and enrolled in a paid subscription, and the Referred Client's first payment has been received by Simply Compliant and has fully cleared.

Referral Fee: $250 for each closed referral, including referrals that use the Partner Perks Discount as described in Section 3. The Referral Fee is paid once per Referred Client. It is not recurring, and no additional fee is owed on the Referred Client's later renewals or payments.

Volume Bonus: A one-time bonus of $1,000 for every 10 closed referrals you accumulate (for example, at 10, 20, and 30 closed referrals). Closed referrals are counted cumulatively from the date you create your Partner account, and each closed referral counts toward only one bonus. The bonus is paid in addition to the $250 Referral Fees and is subject to the same Payment Requirements and refund adjustments described in Sections 3 through 5.

Attribution window: A prospect you introduce is credited to you if they enroll within 90 days after we receive your Referral Email. If they enroll after that 90-day period, no Referral Fee is owed unless we agree otherwise in writing.

Payment timing: We initiate ACH direct deposit within one (1) business day after the qualifying payment clears, subject to Sections 3, 4, and 5. Allow additional business days for QuickBooks to deliver the funds, especially for your first payment.