Funding Referral Partner Agreement

Effective upon electronic acceptance | Agreement version 2026-08-26

PARTIES

This Agreement is between The Solutions Company LLC, 5900 Balcones Drive, Suite 100, Austin, Texas 78731 (“Company”), and the business identified in the accepted partner application (“Partner”). It becomes effective when Partner electronically accepts it.

1. Purpose and Services

Partner may refer prospective business-funding clients through its personalized intake link. Company independently evaluates each referral and, if accepted, provides or coordinates funding-readiness and funding-placement services. Company is not a lender and does not promise approval, rates, terms, timing, or any funding result.

2. Referral Process and Attribution

Partner will use only its assigned link and will refer only people who have consented to be contacted about funding services. A referral is attributed to Partner when a prospect submits a valid intake through that link. Company may reject incomplete, duplicate, fraudulent, ineligible, or noncompliant submissions and may make final attribution decisions in good faith.

3. Client Relationship and Communication

The client experience may be presented as “[Partner Business] Funding — Powered by The Solutions Company LLC.” Once a client submits the intake and funding services begin, Company communicates directly with the client about review, documents, strategy, offers, and service delivery. Partner remains the referral source but is not the client’s funding service provider, lender, underwriter, agent, or representative. Partner receives aggregate dashboard information—not client credit reports, credentials, or confidential application details.

4. Compensation

For an attributed client who receives funding, Company will retain sixty percent (60%) and pay Partner forty percent (40%) of the Collected Service Fee. “Collected Service Fee” means the funding-service fee Company actually receives and retains from that client under the client’s separate fee agreement; it does not mean or include the funding principal. Company’s current standard fee is generally seven percent (7%) of the amount actually funded, but the client’s signed fee agreement controls. Example: if a client receives $100,000 and a 7% fee applies, the Collected Service Fee is $7,000, Partner’s 40% share is $2,800, and Company’s 60% share is $4,200. No commission is earned on merely approved but unfunded amounts or on uncollected, refunded, reversed, charged-back, fraudulent, or disputed fees. Unless the parties sign a different schedule, earned commissions become available for payout 48 hours after the client’s payment settles, subject to receipt of any required tax form. Company may offset later refunds or chargebacks against future payments. Company’s records control absent manifest error.

5. Marketing and Compensation Disclosure

Whenever Partner promotes its link, Partner must clearly and conspicuously disclose the financial relationship near the recommendation—for example: “I may receive compensation from The Solutions Company if you use my funding link.” The disclosure must be easy to notice and understand. Partner will not use misleading claims, fake testimonials, spam, unlawful solicitation, or statements that imply guaranteed funding.

6. Partner Restrictions

Partner may not quote or promise approval odds, credit limits, rates, terms, timelines, or outcomes; represent that Partner is Company or a lender; negotiate or collect Company fees; alter Company forms; sublicense the program; or collect, store, or send a client's SmartCredit password, verification code, full Social Security number, credit report, or banking password. This Agreement does not authorize Partner to provide credit-repair or funding services on Company's behalf.

7. Limited Brand License

During the term, each party grants the other a limited, revocable, nonexclusive, nontransferable license to use its approved name and logo only for the co-branded referral experience. All goodwill remains with the brand owner. Neither party may modify the other's marks or imply ownership, endorsement beyond this relationship, or authority to bind the other.

8. Confidentiality and Data Security

Each party will protect the other's nonpublic business information and use it only to perform this Agreement. Partner will keep its private dashboard link confidential and notify Company promptly if it is exposed. Partner will direct clients to Company's secure forms and will not retain client information received by mistake. These duties survive termination.

9. Independent Contractor; Taxes

The parties are independent contractors. Nothing creates employment, agency, partnership, franchise, fiduciary, joint-venture, or exclusive relationship. Neither party may bind the other. Partner is responsible for its expenses, taxes, licenses, personnel, and compliance obligations.

10. Term and Termination

This Agreement continues until either party terminates it by written notice. Company may suspend a link or terminate immediately for misleading marketing, legal or security risk, misuse of client data, nonpayment, fraud, or material breach. Properly attributed referrals submitted before termination remain eligible for compensation under Section 4 unless Partner's breach or fraud affected the referral or payment.

11. Compliance; Indemnification

Each party will comply with laws applicable to its own activities. Each party will defend and indemnify the other from third-party claims, damages, penalties, and reasonable costs arising from its own breach, negligence, willful misconduct, unlawful marketing, or misuse of data or intellectual property.

12. Disclaimers and Limitation of Liability

Except for express promises in this Agreement, the program and portal are provided “as is.” Neither party is liable for indirect, incidental, special, exemplary, or consequential damages or lost profits. Except for confidentiality, indemnification, fraud, or willful misconduct, each party’s total liability will not exceed commissions paid or payable during the six months before the event giving rise to the claim.

13. Disputes and Governing Law

The parties will first attempt in good faith to resolve a dispute for thirty days after written notice. An unresolved dispute will be decided by binding arbitration on an individual basis in Fort Bend County, Texas, under Texas law, before one neutral arbitrator. The arbitrator may award remedies available under applicable law and reasonable attorneys’ fees to the prevailing party. Either party may seek temporary court relief to protect confidential information, data, or intellectual property.

14. Notices

Notices may be delivered by email to the addresses in Company’s records and are effective when sent unless the sender receives a failure notice. Legal notices to Company may also be sent to the address above.

15. General Terms

This Agreement and the accepted application are the entire agreement about this program and replace prior discussions on that subject. Amendments must be in a writing accepted by both parties. Partner may not assign this Agreement without Company’s written consent. If a provision is unenforceable, the rest remains effective. A waiver must be written and applies only to that instance. Electronic acceptance and signatures are valid and may be retained as an accurate, accessible record.

Electronic Acceptance

By entering the signer’s name and title, checking the acceptance box, and submitting the partner application, Partner confirms authority to bind the identified business, consents to electronic records and signatures, and accepts this Agreement as of the recorded timestamp.

Acceptance Record

This page may be completed for a paper or PDF signature. Online applicants accept the same agreement electronically, and the portal records the signer name, title, business, agreement version, and timestamp.

PARTNER BUSINESS	
AUTHORIZED SIGNER	
TITLE	
EMAIL	
SIGNATURE	
DATE	
AGREEMENT VERSION	2026-08-26

AUTHORIZED ACCEPTANCE
The signer acknowledges that this Agreement may be executed electronically and retained as an accurate, accessible business record.