



Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is entered into by and between: **Tax Practitioner Pro** and **client**

Contractor's Full Name

First Name

Last Name

Contractor's Address

Street Address

City

Postal / Zip Code

Client Full Name

First Name

Last Name

Client Phone Number

Area Code

Phone Number

1. Engagement of Services

The Company engages the Contractor to provide tax preparation and related services ("Services") to clients recruited by the Contractor. The Contractor agrees to perform these Services under the terms set forth in this Agreement.

2. Term of Agreement

This Agreement commences on [Start Date] and continues for 24 months ("Initial Term"). It will automatically renew for successive one-year terms unless either party provides at least 30 days' written notice before the end of the current term.

3. Commission Structure and Performance Milestones

The Contractor's commissions are based on the following tiered structure, contingent upon the submission of a minimum number of tax returns per year:

First Year:

Commission: 50% to Contractor / 50% to Company

Milestone: 35 tax returns within 12 months.

Second Year:

Commission: 60% to Contractor / 40% to Company

Milestone: 60 tax returns within 12 months.

Third Year:

Commission: 75% to Contractor / 25% to Company

Milestone: 75 tax returns within 12 months.

Fourth Year:

EFIN Eligibility: Contractor may apply for an Electronic Filing Identification Number (EFIN) if performance and compliance requirements are met.

4. Payment Terms

All commissions will be paid on Fridays only following the refund.

5. Non-Compete and Non-Solicitation

(a) Non-Compete: During the term of this Agreement and for [12/18/24] months post-termination, the Contractor shall not engage in competing tax preparation services within [geographical area].

(b) Non-Solicitation: During the term of this Agreement and for [12/18/24] months post-termination, the Contractor shall not solicit or attempt to solicit the Company's clients or employees.

6. Confidentiality

The Contractor may access confidential Company information and agrees not to disclose it to any third party without prior written consent.

7. Independent Contractor Status

The Contractor is an independent contractor, not an employee. They have no authority to bind the Company and are responsible for taxes, insurance, and other obligations related to their compensation.

8. Termination

(a) For Cause: The Company may terminate this Agreement immediately upon written notice if the Contractor breaches any material term or engages in misconduct.

(b) Without Cause: Either party may terminate this Agreement with [30/60] days' written notice.

9. Miscellaneous

(a) Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral.

(b) Amendments: Any modifications must be in writing and signed by both parties.

(c) Governing Law: This Agreement is governed by the laws of the State of United States.

(d) Dispute Resolution: Disputes shall be resolved through [mediation/arbitration] in the United States.

Dynasty Hamilton - Tax Practitioner Pro

Date

Month Day Year

Contractor's Name

First Name

Last Name

Date

Day Year

Month

Important Considerations

Non-Compete Enforceability: Laws vary by jurisdiction. Consult legal counsel to ensure compliance.

Performance Milestones: Define tracking methods to avoid disputes.

Commission Payment Clarity: Specify payment conditions, methods, and timing.

Legal Review: Have this Agreement reviewed by a legal professional to ensure compliance and alignment with business needs.

A well-drafted Independent Contractor Agreement fosters transparency and safeguards the interests of both Tax Practitioner Pro and its contractors.