



CAPITAL PROTECTION GROUP

ATTORNEY DESIGNED PROGRAM



STOP MAKING CREDIT CARD PAYMENTS TODAY!
PAY OFF YOUR CREDIT CARDS FOR LESS THAN 10% OF WHAT YOU OWE!

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INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT ("Agreement" hereinafter) is made this ____ day of _____, 2010 by and between CAPITAL PROTECTION GROUP, LLC, whose principal place of business is 6565 N MacArthur Blvd, Ste 225A, Irving, TX 75039 ("CPG" hereinafter), and _____ ("Independent Contractor" hereinafter) with his/her principal place of business at _____.

In consideration of the mutual premises herein contained, CPG and Independent Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

CPG hereby engages Independent Contractor to solicit, manage, counsel and direct clients through the CPG debt management and fiscal counseling program, and otherwise act as the personal contact between CPG and its clients ("Services" hereinafter). Independent Contractor understands that he/she is responsible for procuring his/her own leads for potential debtor/clients and that no protected area, geographic or otherwise delineated, is provided.

For a one-time fee of \$250.00 the Independent Contract will be provided full access to a personalized CPG debt negotiation website and email, on-line resources, toll-free telephone number with personal extension, and comprehensive program designed and implemented to provide industry-leading results for debt negotiation. No other fees will apply. No long distance minutes charges for the use of the toll free number or any website hosting fees. CPG will additionally provide counseling and instruction to Independent Contractor to fully market and utilize the CPG program.

SECTION 2: COMPENSATION

A. In full and exclusive consideration of the performance of the Services, CPG shall pay Independent Contractor as follows:

1. Direct Sales. 35% commission of the gross collected "Set-up Fees" as defined in the CPG Client Agreement on sales directly originated by the Independent Contractor. Upon consummation of one hundred (100) such direct sales, the Independent Contractor shall receive 40% commission of the gross collected "Set-up Fees" on all subsequent direct sales, and

2. Sub-Rep Sales. Independent Contractor may recruit additional individuals to be engaged by CPG. If CPG engages such individuals, the Independent Contractor shall receive 5% commission of the gross collected "Set-up Fees" of sales originated by such Sub-Rep(s) provided; (1) CPG is notified of the referral at the time the Sub-Rep(s) is/are engaged, and (2) Independent Contractor has ten (10) or more sales in the month in which the claimed Sub-Rep(s) originations are received.

3. Disbursement of Commissions. CPG will only pay Independent Contractor via PayPal. Independent Contractor is responsible for setting up a PayPal account and will be responsible for any fees associated with this service. Independent Contractor will simply provide CPG the email to be used in the PayPal transaction. First 5 payments received by CPG from Independent Contractors clients shall be initiated in Independent Contractors PayPal account

Make **\$100,000** to **\$300,000** a Year!



Work From Home
Be Your Own Boss

Email your resume to repsupport@cpgreg.com if you meet the following qualifications. Positions are limited.

- 2 Years of phone sales
- Ability to secure customer payments
- Self Motivated
- Want to help people



LISTEN TO
CLIENT TESTIMONIALS

Jim in Los Angeles
 I am 100% Out of Debt Now...

Bill in Chicago
 My attorney approved of the program...

Shannon in DC
 Don't declare bankruptcy...

Charles in Miami
 Other debt settlement companies don't work...

Scott in Texas
 The creditor calls stopped...

within 2 business days of company receiving funds from client. According to the PayPal terms it does take 3 to 5 days after initiating payments to be received. Set-Up fees may take 3 to 5 days to be received into Companies bank after initiating payment due to lag time by clients banks. All other commissions shall be initiated in PayPal on the 10th and the 25th of each month for commissions earned to date.

B. CPG is not responsible for any expenses incurred in the performance of the Services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP

A. The Independent Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Independent Contractor is not authorized to enter into or commit CPG to any agreements, and the Independent Contractor shall not represent itself as the agent or legal representative of CPG.

B. CPG shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor or any other person consulted or employed by the Independent Contractor in performing Services under this Agreement. Contractor shall provide to CPG a completed W-9 form so that CPG can send out appropriate 1099 form.

SECTION 4: PROPRIETARY RIGHTS AND CONFIDENTIALITY

A. The Independent Contractor acknowledges that CPG hereby discloses "Proprietary Information", including without limitation: client lists, negotiation methods, marketing strategy, techniques, ideas, technical data, business procedures and concepts originated by CPG regarding the debt reduction service industry. Independent Contractor agrees that all such Proprietary Information, including client lists generated by Independent Contractor during his/her association with CPG, shall remain the sole property of CPG, shall not be disclosed and shall be protected by all reasonable measures possible.

B. Independent Contractor understands that he/she may utilize such Proprietary Information only in the performance of services for CPG. Upon completion of services to CPG, Independent Contractor covenants and agrees to:

1. refrain from any use of CPG business concepts, methods, or any other component of the Proprietary Information;
2. refrain from any contact with CPG clients, in solicitation of additional business or otherwise; and
3. return all materials, which contain Proprietary Information in whole or in part.

C. Independent Contractor may use logo and company name on business cards and/or email signature but as long as it states INDEPENDENT AGENT. Otherwise, the Independent Contractor shall not, without the prior written consent, use CPG's name in any advertising or promotional literature or publish any articles relating to CPG, this Agreement, or the Services.

SECTION 5: WARRANTIES AND INDEMNIFICATION

A. The Independent Contractor represents and warrants that he/she shall perform the Services in accordance with CPG standards and procedures, all applicable laws, rules, regulations, and standards prevailing in the industry, including without limitation state laws proscribing the unlawful practice of law or rendering of financial advice. The Independent Contractor further warrants that he/she has or shall obtain all state and local permits required to perform the Services. Moreover, Independent Contractor agrees to include the following disclaimer in all communications with clients:

Legal Notice: Nothing contained in the foregoing communication constitutes legal advice or legal opinion and if applicable is governed by the Capital Protection Group, LLC Terms of Use <http://cpgclient.com/terms.html>. Capital Protection Group, LLC is not a law firm. If you are in need of legal representation, you are encouraged to engage local counsel, licensed to practice in your jurisdiction and familiar with local law.

B. CPG shall not be liable for injury or death occurring to the Independent Contractor or any of its employees or assistants in the course of performing Services. Independent Contractor hereby indemnifies and holds harmless CPG, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever which may in any way arise from the Services performed by the Independent Contractor hereunder, the work of employees of the Independent Contractor while performing the Services of the Independent Contractor hereunder, or any breach or alleged breach by Independent Contractor of this Agreement, including the warranties set forth herein. CPG shall retain control over the defense of, and any resolution or settlement relating to such claims. The Independent Contractor will cooperate with CPG and provide reasonable assistance in defending any such claim.

SECTION 6: TERM AND TERMINATION

A. The engagement of Independent Contractor by CPG is on an at-will basis and no specific term is expressed, nor shall be implied by any terms herein.

B. Either party may terminate this Agreement upon fifteen (15) days prior written notice.

C. Any compensation as described in Section 2 above, which is due and owing, fully earned and collected prior to termination shall be payable by CPG to Independent Contractor upon written demand received within thirty (30) days of termination.

SECTION 7: DAMAGES AND REMEDIES

A. In the event this Agreement is terminated, CPG shall have all remedies available to it at law and in equity. Any and all Materials prepared for and/or delivered to CPG prior to termination shall remain the property of CPG.

B. The Independent Contractor waives any and all right to injunctive relief in the event of any dispute with CPG, and the Independent Contractor's sole remedy in such a dispute shall be at law.

SECTION 8: ARBITRATION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof must be referred to mandatory arbitration in accordance with the rules set forth by the American Arbitration Association.

SECTION 9: GENERAL TERMS

A. This Agreement shall be governed and construed in accordance with the laws of the State of Texas applicable to contracts made and fully performed therein.

B. If any part or provision of this Agreement is deemed unlawful or unenforceable under relevant law, such provision(s) will be modified to reflect the parties' intention. All remaining provisions shall remain in full force and effect.

C. Notices to either party under this Agreement shall be in writing and delivered by hand or sent by mail to the address set forth above or to such other address as that party may designate.

D. CPG may freely assign this Agreement, in whole or in part. The Independent Contractor may not, without the written consent of CPG, assign, subcontract, or delegate its obligations under this Agreement.

E. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

F. Following the expiration or termination of this Agreement, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement shall survive such expiration or termination.

G. This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

CAPITAL PROTECTION GROUP, LLC INDEPENDENT CONTRACTOR:

By: _____

Title: _____

NAME PRINTED

Social Security Number