

INDEPENDENT CONTRACTOR AGREEMENT

Credit Repair Referral and Marketing Agreement

This Agreement is entered into by and between THE CREDIT PROS INTERNATIONAL, CORP. (hereinafter referred to as CP) and _____ (hereinafter referred to as CONTRACTOR).

WHEREAS, CP is engaged in the credit repair industry in which CP works to increase individual's FICO scores and improve their overall credit profile (hereinafter referred to as SERVICES).

WHEREAS, CP plans to sell its SERVICES to individuals and families in need of SERVICES (hereinafter referred to as CREDIT CLIENTS),

WHEREAS, CONTRACTOR is an experienced provider of financial services for individuals who require CP's SERVICES.

Now, therefore, the parties hereto agree as follows:

1. **Retainer**. CP agrees to accept clients from CONTRACTOR, and CONTRACTOR agrees to endorse CP to its clients.
2. **Duties**. During the term of this Agreement, CONTRACTOR shall serve as follows:
 1. CONTRACTOR operates a financial consulting business and CONTRACTOR wishes to communicate the benefit of CP's SERVICES and to send its clients to CP.
 2. CONTRACTOR shall have no authority to legally bind or execute CP SERVICES or any CP contracts, including but not limited to CP's Limited Power of Attorney or Service Agreements on behalf of CP.
 3. CP reserves the right to refuse SERVICES to any CLIENTS at any time.
 4. CP shall be fully responsible for all decisions regarding the CREDIT CLIENTS referred by CONTRACTOR and the SERVICES rendered.
3. **Marketing and Referral Fees**. CP agrees to pay CONTRACTOR the following for all CLIENTS referred to CP by CONTRACTOR:
 1. Seventy five dollars (\$75), of the initial signup fee paid by CLIENT for CP's SERVICES
 2. CP shall pay contractor said sums within five (5) business days of receiving said payment from said CP CLIENTS referred by CONTRACTOR, unless different payment terms have been pre-arranged.
4. **Indemnification And Hold Harmless Provision**. CONTRACTOR and CP hereby agree to indemnify and hold harmless each other from any and all claims resulting from the other party's actions or obligations which arise out of or occur in the course of the performance of its duties hereunder. Any and all claims for unemployment benefits and or claims for workers' compensation benefits are hereby expressly waived by CONTRACTOR who agrees to maintain separate policies for liability, health, and accident insurance as may be necessary or required by CP in connection with the performance of its duties herein.
5. Neither party, during the term of this Agreement, or at any time thereafter shall, disclose to any person or third party whatever, any information relating to the products, sales and marketing programs, training programs, franchise information, or any internal information which the parties may learn, which information is unique to the type of business described herein.

Initials

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6. Both parties agree that during the term of this Agreement, and extending to one (1) year after the expiration of this Agreement, either party will not, directly or indirectly, do or suffer any of the following:
 - A. Own, manage, control or participate in the ownership, management or control of, or be employed or engaged by or otherwise affiliated or associated as a consultant, independent contractor or otherwise with, any other corporation, partnership, proprietorship, firm, association, or other business entity, or otherwise engage in any business, which is engaged in any manner in, or otherwise competes with, the other party's business as described herein;
 - B. The parties expressly agree and understand that the remedy at law for any breach by him of this paragraph will be inadequate and that the damage flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon adequate proof of either party's violation of any legally enforceable provision of this paragraph, the aggrieved party shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing in this paragraph shall be deemed to limit either party's' remedies at law or in equity for any breach.

7. Relationship Between Parties. CONTRACTOR is retained by CP only for the purposes and to the extent set forth in this Agreement, and its relationship to CP shall, during the period or periods of its services hereunder shall be that of an Independent Contractor. CONTRACTOR shall be free to dispose of such portion of its entire time, energy, and skill during regular business hours as it is required to devote hereunder to CP in such manner as it sees fit and to such persons, firms or corporations as it deems advisable. No employee of CONTRACTOR nor its agents shall be considered as having an employee status with CP or as being entitled to participate in any plans, arrangements, or distributions by CP pertaining to or in connection with any insurance, pension, stock, bonus, profit-sharing, or similar benefits for their regular employees.

8. Professional Responsibility. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by CONTRACTOR in accordance with its independent and professional judgment.

9. Entire Agreement. The Agreement shall be construed in accordance with New Jersey law and shall constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

CONTRACTOR

By: _____ Date: _____

Initials

_____ / _____

THE CREDIT PROS INTERNATIONAL, CORP

By: _____ Date: _____
Damon DeCrescenzo, VP

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