



1600 Parkdale Rd., Ste 201
Rochester, MI 48307
Ph: (586) 781-6900
Fax: (586) 580-9293

CPR FINANCIAL GROUP LLC AGENT AGREEMENT

Rep Name: _____ Date: _____

Social Security # or Tax id: _____ DOB: _____

Business Name (if applicable): _____

Email Address: _____ Spouse Name: _____

Business Address: _____

City, State Zip: _____, _____

Home Address: _____

City, State Zip: _____, _____

Home Phone: _____ Business Phone: _____ Fax #: _____

Hiring Manager (if applicable): _____

Submit CPR Agreement with Compensation Assignment form to CPR. Fax to (586) 580-9293.

This Agreement entered into this _____ day of _____, 20____, between CPR Financial Group LLC (hereinafter "CPR") and _____ (hereinafter "Agent") serves to memorialize the agreement between the parties relating to the Agent's solicitation of business and submission of applications for products offered by CPR. Agent agrees to conduct business through CPR under the terms and conditions set forth in this Agreement.

GENERAL PROVISIONS

- A. This constitutes the entire agreement between the parties. This Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the parties. All modifications to this Agreement, other than compensation changes, production requirements and generational override percentages must be made in writing and signed by both parties.
- B. A waiver of a provision of this Agreement shall not constitute a waiver of any other provision of this Agreement. A waiver shall not be binding unless made in writing by the party waiving the provision.
- C. Agent agrees not to divulge, communicate or use to the detriment of CPR or to the benefit of CPR's competition, including, but not limited to, any confidential information, trade secrets, including personnel information, secret processes, know-how, customer lists or other technical data.
- D. Agent agrees to maintain an e-mail address at all times in order for the CPR home office to be able to contact the Agent. Agents must keep CPR apprised of their current home and business addresses and telephone numbers and their current e-mail address. Agent agrees to update CPR with changes within twenty (20) days of each change made.
- E. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the signed parties. Further, this Agreement is not intended to relieve or discharge the obligations or liabilities of any third persons to any party to this

Agreement. The provisions of this Agreement shall not give any third person any right of subrogation or action against any party to this Agreement.

- F. Any controversy, claim or cause of action arising out of this Agreement shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association at the time of the claim. A judgment or arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan. The proper jurisdiction for trying and/or arbitrating any claim arising out of this Agreement shall be tried or arbitrated in the County of Macomb, State of Michigan.
- G. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in the action or proceeding. Such recovery shall be in addition to any and all other relief to which the prevailing party may be entitled.
- H. Agent agrees to repay immediately, and without demand, any unearned compensation or debit balance. Agent authorizes CPR to deduct the amount due CPR from any compensation due and payable from CPR to Agent. If Agent refuses to repay, CPR may file a claim against said Agent for repayment pursuant to paragraphs F and G of this Agreement.
- I. Agent agrees to use his/her own name and/or fictitious corporate name in signing a binding contract (i.e. for office rental or other contractual purposes). **AGENT MUST NOT USE ANY OF CPR'S NAMES IN SIGNING A BINDING CONTRACT!** Neither CPR Financial Group LLC or CPR Investments Inc. may be used in any of Agent's contracts.

Compensation CPR agrees to pay Agent a percentage of gross commissions. Gross compensation rates are subject to change. Compensation schedules are based on company guidelines and income levels.

Independent Contractor Status Agent acknowledges that he/she is an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee, partnership, joint venture and/or franchisor and franchisee between CPR and Agent. Agent agrees never to represent to the public that any relationship other than that of independent contractor for business and submission of applications for products and plans offered by CPR exists between Agent and CPR. Agent, as an independent contractor, shall be free to determine, within the scope of this Agreement, the persons from whom to solicit business and the method, time, place and manner of Agent's performance, subject to compliance with the requirements of all applicable Federal and State laws, any other applicable rules and regulations of applicable governmental or regulatory authorities, and the rules and procedures of CPR.

Agent Licensing Agents are responsible for maintaining proper licensing with any and all regulatory agencies with jurisdiction over the Agent's activities. Agents must be properly licensed before engaging in any work which would fall under the jurisdiction of such regulatory agencies. An Agent's failure to remain properly licensed terminates this Agreement. Agent agrees to send CPR a copy of his/her life license every time it is renewed and every time a non-resident license is obtained. Agent agrees to purchase and maintain proper Errors & Omissions Insurance and further agrees to provide proof of said coverage to CPR when requested.

Procedure and Notice Agent agrees to use Agent's best efforts on behalf of CPR in the solicitation of the purchase and sale of products from sponsoring companies and carriers of CPR and will take no action to injure CPR or its reputation. Agent and CPR agree that they will never recommend or take any action that is not in the best interests of the customer. Agent shall not make any untrue statements or misrepresentations, or omit material facts concerning any product. Agent agrees to know what is suitable for the customer. Agent will be liable for any financial losses or damages to CPR or its affiliates, or to any third party arising from any transaction by a customer which, for whatever reason, fails to settle.

Recruitment

New, unlicensed individuals: At CPR Investments Inc. and CPR Financial Group LLC, we believe a potential representative with our firm should be financially, emotionally and intellectually equipped to become successful with us. In that light, we believe the best way to enter the financial services industry is while he or she is already employed but is seeking a better financial opportunity. We encourage representatives that are new to the business

to start while they continue to have the security of his or her outside employment to alleviate any financial pressure on the new representative.

Currently licensed representatives:

Agent acknowledges that CPR has not induced, coerced or encouraged any behavior by Agent which may be a violation of any Agent's existing contracts. Further, Agent agrees to indemnify, defend and hold CPR harmless for any conduct by Agent which may be a violation of Agent's contracts.

- CPR does not target particular companies or groups of agents
- CPR does not and will not encourage or recommend that any person violate an existing contractual agreement.
- CPR does not provide legal advice and should a recruit or potential recruit seek advice they should seek legal counsel.

Sales Standards and Practices Culture As a representative of CPR Investments, always place the client's best interest ahead of your own. In doing so, you are protecting your reputation as well as the reputation of the firm you represent. Our culture at CPR encourages all of our representatives to always conduct themselves in the best interest of their clients, our affiliated providers, fellow associates and CPR. To always be an example of how you would want others to treat you.

Training Sales or Joint Sales When two licensed representatives meet with a potential client or client for the purposes of training, additional expertise or any other purpose, it is the policy of CPR, unless otherwise agreed in advance in writing, that any compensation, as a result of the transaction(s), will be split 50/50 and must be indicated on the application(s).

Indemnification Provided that CPR is not in material breach of the terms of this Agreement and has fully performed its obligations hereunder, Agent agrees to hold CPR harmless and to indemnify and defend CPR, its successors, licensees, assignees, shareholders, directors, officers, principals, employees and representatives against any and all claims, charges, court actions, costs, expenses and liabilities including reasonable attorney's fees and costs (collectively "claims") instituted against Agent and/or CPR by any person or entity including, without limitation, any governmental agency and/or any person or entity with which Agent has or had a relationship, incurred as a result of Agent's action, inaction, omission, negligence, conduct or failure to perform any of the conditions of this Agreement or any other agreement to which Agent is or was a party. Any resulting penalties, fines, decisions, awards or settlements shall be borne solely by Agent, unless determined to be owed due to an act or omission by CPR. Notwithstanding anything to the contrary in this section, CPR shall indemnify and hold Agent harmless from any claims incurred as a result of CPR's failure to perform any of the conditions of this Agreement or of any agreement with a carrier represented by CPR. CPR shall have the right to withhold all compensation then due or to become due to Agent under this Agreement or a predecessor agreement, and to apply the withheld compensation against the indemnified obligations of Agent to the extent determined by CPR.

Chargebacks Agent agrees uncollected chargebacks will be deducted from Agent's commissions.

Non-Compete Clause Agent agrees that Agent's clients are those that Agent is entirely responsible for acquiring and Agent further agrees that Agent is entirely responsible for costs involved in acquiring client, including all marketing costs (i.e. training, seminars, etc.).

Use of Name Agent is authorized to use the CPR logo and other related CPR names only in connection with Agent's solicitation, sale and servicing of CPR products and only after having obtained prior written approval from CPR for each such use. The right to use terminates upon termination of this Agreement. All business cards, stationery, signs, websites and other materials using these names must be destroyed or returned to CPR home office upon termination of this Agreement. All pieces of advertising must be submitted for review by the Advertising Compliance Department of CPR prior to use if said material mentions CPR's names or its affiliates in any way.

Website & Internet Search Guidelines Agent agrees to abide by the following rules in setting up his/her websites, social networking sites and any internal search marketing.

- A. Agent agrees to refer to himself/herself in setting up the title of his/her website, social networking site or internal search marketing by listing the Agent's first and last name preceding agency title with disclosure of independent contractor's status and full corporate name (i.e. John Doe, Independently

Contracted Agent of CPR Financial Group LLC). This must appear any time an internet search for CPR Financial Group LLC is attempted.

- B. Agent agrees to adhere to the above format for all permutations and combinations of internet searches of the corporate name (i.e. CPR Financial Group LLC and CPR Investments Inc.).
- C. Agent further agrees that the corporate headquarters of CPR Financial Group or CPR Investments at the home website www.cprinvestmentsinc.com. reserves the right to appear as the only website entitled "CPR Financial Group LLC and CPR Investments Inc." in an internet search of these companies.

Termination This Agreement may be terminated with or without cause at any time by either CPR or Agent by sending written notice of such termination to the last known address of Agent or CPR. The Agreement shall automatically terminate upon the death of Agent or upon dissolution of Agent if Agent is a corporation or partnership. Said partnership and/or corporation must notify CPR immediately upon dissolution. If the corporation reorganizes and wishes to recontract or the owner of the corporation wishes to recontract, the corporation's agents will follow the corporation and/or owner.

CPR may immediately terminate this Agreement upon an Agent's failure to comply with any terms of this Agreement. CPR will not pay Agent any commissions generated after the termination of this Agreement or any commissions claimed while Agent was not properly licensed.

Severability The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement will be in full force and effect.

ACCEPTED AND AGREED UPON ON THE DATE SET FORTH BELOW.

Dated: _____

Sign

Agent name print

Dated: _____

Charles P Reinhold
CPR FINANCIAL GROUP LLC