



MARKETING REPRESENTATIVE AGREEMENT

THIS MARKETING REPRESENTATIVE AGREEMENT (the “Agreement”), dated as of _____, 2010 (The “Effective Date”) is between NEW VISION Global Capital Partners LLC, a Nevada limited liability company with its principal place of business at 1600 Sarno Rd. Suite 117 Melbourne, Florida 32935 (“**NEW VISION GCP**”), And _____, a _____ with its principal place of business at _____ (“**Contractor**”).

RECITALS

A. NEW VISION GCP is in the business of providing Loans (as defined below) to borrowers who own Stock in public companies.

B. Contractor has relationships with private individuals or institutions which are holders of Stock in public companies and who may desire to enter into a loan transaction using such stock.

C. NEW VISION GCP and the Contractor desire to enter into this Agreement whereby Contractor will act as Non-exclusive marketing representatives for NEW VISION GCP to identify introduce and assist in the closing of Loans to potential borrowers.

In consideration of the covenants and conditions hereinafter set forth, the sufficiency of which is hereby Acknowledged, it is agreed by the undersigned as follows:

1. Engagement of Services. NEW VISION GCP hereby appoints Contractor, under the terms and conditions Set forth in this Agreement, as a non-exclusive representative to locate potential borrowers who are Interested in obtaining Loans. Contractor hereby accepts such appointment and agrees to use Reasonable commercial efforts to identify borrowers for the Loans, pursuant to the terms and Conditions of this Agreement.

2. Loans. As used herein, the term “Loans” means NEW VISION GCP’s stock loan programs, as well as any Modifications or derivatives of such stock loan programs. NEW VISION GCP reserves the right to modify The programs that it offers as Loans at any time in its discretion and will promptly notify Contractor Of any material modifications thereof.

3. Compensation.

3.1. Compensation Rate. Except as otherwise provided herein, Contractor shall be paid a Commission (the “Compensation”) of 50% of all fees as set forth in this Section 3, as sole compensation and Payment in full for the services rendered by Contractor hereunder. NEW VISION GCP will determine The compensation to be paid in connection with each closing of a Loan originated by Contractor pursuant to the schedule attached hereto as Exhibit A. The Compensation may be Altered with respect to specific transactions after a bid, quote or term sheet has been prepared By NEW VISION GCP and submitted to the proposed borrower only by written agreement between NEW VISION GCP and Contractor.

3.2. Payment of Compensation. NEW VISION GCP will pay the Compensation to Contractor no later than the following Business day of receiving funds of any closed transaction caused by services of contractor.

Such payment shall be accompanied by a written report, setting forth the Calculation of the Compensation paid and shall constitute conclusive evidence of the Compensation.

4. Duties of Contractor. Contractor agrees to the following specific obligations:

4.1. Identify Potential Borrowers. Subject to applicable legal and regulatory requirements, Contractor shall use reasonable commercial efforts to actively and diligently identify Borrowers who are interested in obtaining Loans.

4.2. Exclusive Representation. During the term of this Agreement, in the event that Contractor Identifies a potential borrower who desires a loan which can be structured consistent with one Or more of NEW VISION GCP's Loan products, Contractor will promptly introduce the potential Borrower to NEW VISION GCP and its Loan products and begin to work exclusively with NEW VISION GCP to Obtain a Loan for the potential borrower. Unless and until NEW VISION GCP shall formally conclude That it cannot offer the potential borrower a Loan on terms acceptable to the potential borrower Or the potential borrower formally declines to complete a Loan on the most favorable terms Which NEW VISION GCP is able to offer the potential borrower, Contractor will not introduce the Potential borrower to any other lender or loan product offered by a third party. Following such Formal determination by NEW VISION GCP or the potential borrower, as applicable, Contractor may Introduce the potential borrower to any other lender or loan product offered by a third party.

4.3. Time Requirements. The Contractor shall devote, during the term of this Agreement, such of Its time, energy and skill as is necessary in the performance of its duties hereunder and shall Periodically, or at any time, upon the request of NEW VISION GCP, submit data as to the work Performed or to be performed in connection with this Agreement.

4.4. Professional Conduct. Contractor shall maintain a high standard of integrity and professional Conduct in all dealings with potential borrowers and borrowers interested in obtaining Loans. Contractor shall have reasonable grounds to believe and shall believe that the potential Borrowers introduced by Contractor to NEW VISION GCP are interested in obtaining a Loan which Would meet NEW VISION GCP's then-current minimum loan requirements.

4.5. Documentation Responsibilities. Contractor shall timely provide all documents, records and Other information concerning potential borrowers or borrowers reasonably requested by NEW VISION GCP.

4.6. Procedure. Contractor shall (I) solicit its customers, clients and other business contacts with Whom it has a business or personal relationship for interest in Loans, (ii) obtain from potential Borrowers all documents, records and other information reasonably requested by NEW VISION GCP Consistent with NEW VISION GCP's then-current underwriting requirements, (iii) if requested by NEW VISION GCP, provide potential borrowers with term sheets or other documents prepared by NEW VISION GCP setting forth the terms of a Loan from NEW VISION GCP to the potential borrower and (IV) Promptly report the results of all quotations or proposals in which the Loans have been offered To potential borrowers identified and solicited by Contractor. .

4.7. Prohibited Activities. In connection with this Agreement, Contractor (I) shall not deliver any Written materials to any potential borrower pertaining to NEW VISION GCP or NEW VISION GCP's Loan Products except documents provided or expressly approved in writing by NEW VISION GCP; (ii) will Not make any representations on behalf of NEW VISION GCP or in respect of the Loans other than Those contained in the documents prepared by NEW VISION GCP; (iii) shall have no obligation, right Or authority to agree to or negotiate specific Loan terms with any potential borrower or Borrower or to prepare or present specific documentation for any Loan; (IV) will not solicit Potential borrowers for the Loans by means of any form of general solicitation or general Advertising or any letter, circular, notice, or written communication; and (v) shall not introduce A potential borrower (A) desiring a consumer loan, (B) who is an "enemy" or an "ally of the Enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America, (C) who is in the business of extending credit for the purpose of purchasing Or carrying "margin stock" (as defined in Regulation U of the Board of Governors of the Federal Reserve System or (D) who has provided Contractor with material non-public Information regarding any stock to be transferred to NEW VISION GCP in connection with a Loan.

4.8. Compliance with Laws. Contractor shall become familiar with, understand and strictly Comply with all laws and regulations, whether federal, state, provincial or local, that may Govern the performance of Contractor's obligations under this Agreement. Contractors

Obligations hereunder shall include, without limitation, the duty to obtain, at his sole cost and Expense, any and all licenses, permits and other authorizations necessary to perform his duties Hereunder in a lawful manner.

5. Status as Independent Contractor.

5.1. Independent Contractor Status. Contractor is acting as an independent contractor in connection With this Agreement. Contractor, in carrying out the responsibilities set forth in this Agreement, shall have sole control of the manner and means of performing under this Agreement, subject to the restrictions set forth herein. NEW VISION GCP shall not require Contractor To do anything that would jeopardize the relationship of independent contractor between NEW VISION GCP and Contractor. Except as set forth in Exhibit A hereto, all expenses and Disbursements, including but not limited to those for travel and maintenance, entertainment, Office, clerical and general administrative and promotional expenses that may be incurred by Contractor in connection with this Agreement shall be paid wholly and completely by Contractor and NEW VISION GCP shall not be in any way responsible or liable therefore. Contractor Does not have, nor shall it hold itself out as having, any right, power, or authority to create any Contract or obligation, either express or implied, on behalf of, in the name of, or binding upon NEW VISION GCP, or to pledge NEW VISION GCP credit, or to extend of credit in NEW VISION GCP's name, use or Exercise any rights in respect of such credit, unless NEW VISION GCP grants its prior written consent Thereto.

5.2. No Sub-Contractors. Contractor may not appoint or employ agents to perform any of the Services to be provided by Contractor to NEW VISION GCP.

5.3. NEW VISION GCP Responsibilities. NEW VISION GCP shall be solely responsible for and bear all expenses of Providing the Loans and for all expenses of the operation of NEW VISION GCP's office and facilities, And its business activities as a whole.

6. Non-Competition and Non-Solicitation Covenants.

6.1. Non-Compete. During the term of this Agreement and for twenty-four (24) months thereafter, Contractor covenants that it or its employees, directors, and officers will not compete in any Manner, directly or indirectly, with the business conducted by NEW VISION GCP.

6.2. Non Solicitation. During the term of this Agreement and for twenty four (24) months Thereafter, Contractor covenants that it will not (I) do anything, directly or indirectly, which Would solicit away from NEW VISION GCP or otherwise tend to divert from NEW VISION GCP any business With a prospective borrower of NEW VISION GCP; including, without limitation, by providing NEW VISION GCP borrowers' names, contacts or business information to a competitor of NEW VISION GCP; (ii) Solicit, recruit or otherwise cause any NEW VISION GCP employee or representative to cease Providing services for NEW VISION GCP; or (iii) hire or engage any third party who has rendered Services to NEW VISION GCP in a manner that would prohibit that third party from continuing to Render services to NEW VISION GCP. As used herein, the term "prospective borrower of NEW VISION GCP" Means any company or person to whom NEW VISION GCP (a) has made Loans (b) rendered stock loan Services to in the past or (c) are in the process of negotiating, obtaining or closing a Loan.

6.3. Scope of Restrictions. Contractor acknowledges and agrees that the foregoing restrictions are Reasonable and are properly required for adequate protection of the business and good will of NEW VISION GCP, given the special training and Confidential and Proprietary Information (as defined In Section 9) that it has obtained and will be obtaining from NEW VISION GCP and the fact that it's Services are of a special character that has a particular value to NEW VISION GCP, and that NEW VISION GCP has a legitimate business purpose in requiring Contractor to abide by the above Restrictive covenants. Sections 6.1 and 6.2 are intended to be construed as a series of separate Covenants.

7. Covenants and Warranties. Contractor, for itself, its officer, directors and employees, covenants And warrants as follows:

7.1. Contractor will actively and diligently promote the Loans consistent with the terms of this Agreement and in accordance with all applicable ethical, regulatory and legal standards and Requirements;

7.2. Contractor will make available to NEW VISION GCP such information as may be reasonably requested By NEW VISION GCP to verify Contractor's compliance with applicable federal, state, provincial, or Local laws or regulations;

7.3. Contractor is not a party to any other agreement or contract which would prohibit or impair its Performance of its duties and obligation set forth in this Agreement; and

7.4. Contractor has all requisite authority and power to execute and deliver this Agreement and any Document required hereunder and to perform any condition or obligation imposed under the Terms of such documents.

8. Confidentiality

8.1. Information. "Confidential or Proprietary Information" means all present and future Confidential or proprietary information belonging to NEW VISION GCP and its affiliates, whether in Written, electronic or oral form, and whether developed by Contractor or by other NEW VISION GCP Representatives or employees, including but not limited to borrower names and addresses, loan Terms, loan documents or processes, trade secrets, ideas, business and marketing plans, Financial and operational matters, loan pricing information, and also including all information Marked as confidential or which reasonably should be understood to be confidential or Proprietary, whether or not so marked. However, Confidential or Proprietary Information does Not include (I) information that Contractor can show is or has become available for Unrestricted public use, without breach of this or any other agreement. Or (ii) any information (a) With respect to the U.S. federal and state income tax treatment of the transactions Contemplated hereby and any facts that may be relevant to understanding such tax treatment, Which facts shall not include for this purpose the names of the parties or any other person? Named herein, or information that would permit identification of the parties or such other Persons, or any pricing terms or other nonpublic business or financial information that is Unrelated to such tax treatment or facts, and (b) all materials of any kind (including opinions or Other tax analyses) relating to such tax treatment or facts that are provided to any of the Persons referred to above.

8.2. Duty of Confidentiality. Contractor agrees that, except as appropriate in connection with NEW VISION GCP's business, Contractor shall not at any time (I) disclose or deliver Confidential and Proprietary Information to any person; or (ii) use any such information for the direct or Indirect benefit of any person or entity other than NEW VISION GCP, except as NEW VISION GCP may Consent or direct in writing. Contractor agrees to use reasonable and diligent effort to maintain The proprietary nature, security and/or confidentiality of all Confidential or Proprietary Information. Contractor shall also keep confidential any information provided by any Potential borrower, borrower, client or other third party to NEW VISION GCP under obligation of Confidentiality. Contractor shall promptly notify NEW VISION GCP if it becomes aware of any misuse Or wrongful disclosure of Confidential or Proprietary Information by any person. All Confidential or Proprietary Information is and shall remain the sole property of and in control Of NEW VISION GCP. All obligations of confidentiality shall continue for as long as is permitted under Florida law.

9. Term & Termination.

9.1. Term. This Agreement shall have an initial term of one (1) year from the Effective Date, Subject to prior termination as set forth below. This Agreement shall be automatically Renewed for additional one (1) year periods if neither party gives at least ninety (90) days Written notice of intent not to renew prior to the end of a term.

9.2. Termination for Cause. Either party may terminate this Agreement if the other party breaches Any material term of this Agreement and fails to cure such breach within ten (10) days of Receiving written notice of the breach from the other party.

9.3. Termination for Any Reason. Either party may terminate this Agreement for any reason or no Reason upon sixty (60) days written notice from the other party.

9.4. Effect of Termination.

9.4.1. Except as otherwise provided in this Section 9.4, neither party shall be liable to the other For Compensation, reimbursement or damages on account of loss of prospective profits

From anticipated or prospective Loan closings or on account of expenditures, investment, Leases or commitments made in connection with anticipated or prospective Loan closings.

9.4.2. Upon termination of this Agreement, Contractor shall return to NEW VISION GCP or destroy all Stationery, collateral, advertising or other printed matter concerning the Loans or Containing NEW VISION GCP's name or trademarks that are in Contractor's possession at Termination.

9.4.3. No Compensation shall be payable following termination of this Agreement, except with Respect to Loans which were closed prior to the date of termination.

9.4.4. Sections 5.1, 6, 8, 10 and 11 shall survive any termination of this Agreement.

10. Indemnification.

10.1. By Contractor. Contractor shall indemnify, defend and hold NEW VISION GCP harmless from and Against any and all costs, losses, liabilities and expenses of any type whatsoever (including Reasonable attorneys' fees to enforce this indemnification) arising out of Contractor's general - 7 -

Conduct of its business, including without limitation all claims, of any nature whatsoever, Arising out of or in connection with Contractor's activities or omissions.

10.2. By NEW VISION GCP. NEW VISION GCP shall indemnify, defend and hold Contractor harmless from and Against any and all costs, losses, liabilities and expenses of any type whatsoever (including Reasonable attorneys' fees to enforce this indemnification) arising out of third party claims Concerning NEW VISION GCP's general conduct of its business.

10.3. Procedure. The party wishing to be indemnified shall give the other party prompt written Notice of any claim or action for which it believes it is entitled to be indemnified. The Indemnified party shall give the indemnifying party sole control over the defense of the claim And shall cooperate and assist the indemnifying party as reasonably requested in the defense of The claim, at the indemnifying party's expense. The indemnified party may, at its option and Expense; choose to be represented by separate counsel in any such legal action.

11. Miscellaneous.

11.1. Entire Agreement; Amendment; Waiver. This Agreement contains the entire agreement and Understanding of the parties and supersedes and cancels any previous agreements or Understandings, whether oral, written or implied, with respect to its subject matter. No Provision of this Agreement may be amended or waived unless in a written document signed By both parties. The waiver of, or failure to exercise, any right under this Agreement shall not Be deemed a waiver of any other right hereunder, or of any other or further breach or failure of Performance of the other party.

11.2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of The parties and their respective successors, assigns and representatives. The parties specifically Intend and agree that this Agreement be binding upon and inure to the benefit of NEW VISION GCP's Successor in interest in any merger, asset purchase or other buyout of NEW VISION GCP. Contractor May not assign this Agreement, or any of its rights or obligations hereunder, in whole or in Part, without prior written consent of NEW VISION GCP, which may be withheld at NEW VISION GCP's sole Discretion.

11.3. No Rights by Implication. No rights or licenses with respect to the Loans or NEW VISION GCP's Trademarks are granted or deemed granted hereunder or in connection herewith, other than Those rights or licenses expressly granted in this Agreement.

11.4. Notices. Any notice required or permitted by any provision of this Agreement shall be Sufficient if given in writing by certified or registered mail or commercial overnight delivery Service to the parties at their respective address above set forth unless and until either party Notifies the other in writing of a different address.

11.5. Choice of Law and Jurisdiction. This Agreement shall be governed by Florida law (without Regard to conflicts of laws principles) and applicable U.S. federal laws. Florida State and federal Courts shall have exclusive jurisdiction in any legal action arising out of this Agreement. The Parties agree to submit to personal jurisdiction and to waive any objection as to venue in the

State of Florida. Service of process on a party in any action arising out of or relating to this Agreement shall be effective if sent by registered mail to such party at the address given for Notices herein.

11.6. Injunctive Relief. Contractor acknowledges and agrees that the remedy at law for any breach Of its covenants made in this Agreement, including the covenants not to compete or solicit and The covenant of confidentiality, shall be inadequate and that NEW VISION GCP shall be entitled to Injunctive relief, in addition to any other remedy it might have, including damages and the Right to recover reasonable attorneys' fees, if it becomes necessary for NEW VISION GCP to enforce its Rights under this Agreement.

11.7. Severability. Should any provision of this Agreement be held invalid, ineffective, or Unenforceable, under present or future laws, by a court of competent jurisdiction, such Provision shall be reduced or modified by such court to the minimum extent necessary to make It valid and enforceable. If such provision cannot be so modified, it shall be severed. In any Event, the remainder of the provisions of this agreement shall remain in full force and effect And shall in no way be affected, impaired or invalidated

11.8. Inventions. Any and all inventions, discoveries, developments or innovations conceived by Contractor during this engagement relative to the duties under this Agreement shall be the Exclusive property of NEW VISION GCP and the Contractor hereby assigns all rights, title, and interest In the same to NEW VISION GCP. Any and all inventions, discoveries, developments or innovations Conceived by Contractor prior to the term of this Agreement and utilized by the Contractor in Rendering duties to NEW VISION GCP are hereby licensed to NEW VISION GCP for use in its operation and for Infinite duration.

11.9. Headings. Section headings are not to be considered part of this Agreement and are not Intended to be a full and accurate description of the contents hereof.

11.10. Written Reports. NEW VISION GCP may request that Contractor provide NEW VISION GCP with reports on Potential borrowers, Loans, or marketing strategies or such information and data as is Reasonably requested by NEW VISION GCP.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth Above.

NEW VISION GCP, LLC

By: _____
Signature

Title

Date

[Contractor]

By: _____
Signature

Title

Date