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**Client Disclosure & Agreement**

**Confidentiality:** I understand that as a result of my signing this client Disclosure & Agreement, New Vision Global Capital Partners (New Vision GCP) will make to me certain information regarding financial products. I acknowledge that all such information is confidential and considered “trade secrets” belonging exclusively to New Vision GCP. As such, I agree not to disclose, electronically reproduce, communicate or otherwise divulge any of such information, directly or indirectly, to any person or entity other than my personal legal and/or advisor(s) who are specifically involved in my decision to enter into this transaction.

**Investment or Insurance Advice:** I acknowledge that the New Vision GCP is not my investment advisor and that I have never looked to him/her as such. Specifically, the New Vision GCP has never recommended that I purchase, sell or pledge any particular stocks, bonds, or other securities, and has never taken nor sought to take custody, title or any other type of interest or control, however temporary, in any securities I hold, and has never charged me for a fee for advice of any kind, other than the commissions or fees built into various stock loan products.

**Legal and Tax Notice:** I acknowledge the New Vision GCP has not offered me legal counsel, and that I have never looked to him/her for legal advice. I understand, therefore, that any information I have received from them has been for educational purposes only, and that it is my responsibility to consult my own legal and tax counsel before proceeding with any transaction, The Internal Revenue Service reserves the right to interpret any stock loan transaction as a sale, if it determines that certain characteristics of a sale are prevalent. The factors for consideration are many including, but not limited to, the purpose of taking out the large part subjective, it is difficult to predict with any degree of certainty whether a stock loan transaction will be considered a loan or a sale. The New Vision GCP strongly recommends, without providing any specific tax advice on the matter that borrowers enter into the transaction using newly purchased or high cost basis stock. Low cost basis stock may be used, but the borrower should be prepared to pay a capital gains tax on gain dating back to the inception of the loan, should the IRS so determine. In all cases it is important for the borrower to seek the opinion of a professional tax advisor before moving forward. Since I acknowledge that I am responsible for the ultimate determination of federal, state and local tax consequences of participating in a stock loan transaction, I agree to release the New Vision GCP and hold him/her harmless against any and all claims relation to those consequences.

**Reinvestment Issues:** I understand that in accordance with Federal Reserve Regulations U, T and X, I am prohibited from reinvesting loan proceeds on a margin loan that exceeds 50% of the collateral shares value into any security that might fall within the definition of “margin stock.” Otherwise, I understand that I may use the cash proceeds for any lawful purpose.

**Lender Issues:** I understand that the terms of any loan I enter into will be governed by the specific agreement I make with the Lender providing the stock loan, and will represent all of my rights and responsibilities as a borrower. I further understand that any loan I receive from a Lender will be based on the value of my stocks at the time the transaction is processed by the Lender. I understand that dividends may be credited, and that my loan may contain certain prepayment options. I, along with my successors and assigns, agree to hold harmless the New Vision GCP from any cause of action or complaint under said loan agreement.

Initial: \_\_\_\_\_  
Client

Initial: \_\_\_\_\_  
New Vision GCP

