

Vision

VISION TAX LIEN SERVICES, INC. / INDEPENDENT CONTRACTOR COOPERATION INCLUDING NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

VISION TAX LIEN SERVICES, INC., a Montana Corporation (the “Company”) will contract with _____ (herein after “bidder”) to perform certain work as an independent contractor. The following sets forth the cooperation between these two parties to future agreements.

Scope of Work

WHEREAS, VISION TAX LIEN SERVICES, INC., is in the business of providing third party bidding services, and other tax sale related services, and generates plans, schedules, lists, contracts, and other business information that is valuable to the Company and to its profitability.

Bidder will do the following for Vision Tax Lien Services, Inc.: bid at auctions for 3rd parties as designated and introduced by Vision Tax Lien Services.

Ownership of the Work

Independent Contractor assigns to Vision Tax Lien Services, Inc. or 3rd party to be named all right, title and interest in the work, including all patent, trade secret and trademark rights.

Payment

Vision Tax Lien Services, Inc. will determine a contract rate prior to performance of the work by bidder.

Upon completion of each contract, independent contractor will invoice Vision Tax Lien Services, Inc. for any amount due.

Confidential Information

Any information supplied by the Company or a 3rd Party to bidder and marked as "Confidential" or described below, must be used only for the purposes of this or future agreements and must not be disclosed to other parties without the discloser's written consent. This does not apply to information that is publicly available or that the recipient already properly knew, developed or received independently. When each agreement with a 3rd party is completed, independent contractor must return to Vision Tax Lien Services, Inc. or 3rd party any materials containing confidential information. Confidentiality obligations survive termination of this agreement.

"Confidential Information" as used herein shall mean all information, bidding lists, promotional literature, documentation, recordings, contracts, product lists, software (including listings thereof and documentation related thereto), devices, commodities, processes, quantities, deliveries, payment information, instruments, names of ultimate and/or mandate buyers, sellers, shippers, manufacturers, mills, bank references, financial status, creditworthiness and communications devices such as telefax, fax, and telephone numbers, and any other information relating to the elements of the business transaction, which information is disclosed or made available by the Company to the Party, including, but not limited to, the existence of discussions between the Company and the party, the Company and its clients and potential clients, and the Company's business plans, present and future operations, and policies.

Independent Contractor Relationship

Bidder is an independent contractor, not an employee or partner of Vision Tax Lien Services, Inc. Independent Contractor is solely responsible for all taxes, withholdings, insurance, and any other obligations that may apply to an independent contractor.

LIMITED WARRANTY

BIDDER WARRANTS THAT NO OBLIGATION TO A THIRD PARTY PROHIBITS INDEPENDENT CONTRACTOR FROM ENTERING INTO THIS AGREEMENT, AND THAT TO INDEPENDENT CONTRACTOR'S KNOWLEDGE, WORK PRODUCED UNDER THIS AGREEMENT WILL NOT VIOLATE THE RIGHTS OF ANY THIRD PARTY.

Termination

If either party materially breaches this agreement, the non-breaching party may terminate the agreement only by providing written notice of the breach to the breaching party. If the breaching party does not cure the breach within 2 days of receiving such notice, then the agreement is terminated except with respect to those obligations indicated as surviving termination.

If the agreement terminates for any reason other than a material uncured breach by bidder or company then prorated fees for the portion of the work completed at the time of termination become immediately due (less any fees already paid). This obligation, and any payment obligations pending at termination, survive termination.

Non-Circumvention

Except for purposes of performing contracts or duties under this or future agreements, Bidder is prohibited against direct business contact with any 3rd party introduced by Vision Tax Lien Services under the following terms:

- a. Restrictions. During the bidder's association with the Company, and for a period of two (2) years from the date of their last completed contract, bidder will not directly or indirectly, on the Bidder's own account or as an employee, consultant, partner, owner, officer, director or stockholder of any other firm, partnership or corporation aid or assist any 3rd party introduced by Company to Bidder unless receiving a written waiver for the expressed purpose from the Company.
- b. Geographic Limitation. The geographic limitation within which the undersigned bidder shall be restricted applies to (a) States in the US in which the Company is currently engaged in business at the time of the last contract; or (b) States in which the Company provided opportunities for the bidder with introduced 3rd parties.

Remedies

- a. Injunctive Relief. The undersigned Bidder further agrees that damages cannot reasonably compensate the Company in the event of a violation of this covenant and that it would be difficult to ascertain the lost profits which would be suffered and that, by reason thereof, injunctive relief would be essential for the protection of the Company. Accordingly, the undersigned Bidder hereby agrees and consents that in the event of any such breach or violation, the Company may obtain such injunctive relief in order to prevent a continued

violation of the terms of this Agreement. The Bidder, therefore, agrees that the Company may obtain ex parte, a temporary restraining order and temporary and permanent injunctions against the party without necessity of advance notice to the Party or the posting of a bond or other security. The foregoing shall not limit the Company in the pursuit of other remedies it may have, such as damages. Bidder does hereby expressly waive all claims for damages by reason of the wrongful issuance of any such injunction, whether it be in the form of a temporary restraining order or temporary or permanent injunction. The Company shall be entitled to recover from the party all costs and expenses, including but not limited to reasonable attorney's fees, which may be incurred by any action required to enforce the provisions of this Agreement.

b. Arbitration.

i. Notwithstanding the foregoing, and in addition to injunctive relief, the parties herewith agree that all disputes concerning this Agreement shall be decided by arbitration in accordance with the commercial rules and regulations of the American Arbitration Association (except to the extent such rules and regulations are inconsistent with the provisions of this Article).

ii. If the parties agree on one arbitrator, the arbitration shall be conducted by such arbitrator. If the parties do not so agree, the parties shall each select one independent, qualified arbitrator. For this purpose, all parties whose interest in the matter being arbitrated are substantially identical shall be treated as a single party entitled to select an arbitrator. If an even number of arbitrators is selected, such arbitrators shall select an additional arbitrator.

iii. Each party reserves the right to object to any individual arbitrator who is employed by or affiliated with an organization that competes with such party.

iv. The parties shall have the right to conduct discovery as specified for up to three months. Such discovery shall include the right to take depositions and subpoena witnesses.

v. At the request of any party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony, and records shall be received, heard and maintained by the arbitrators in secrecy under seal, available for the inspection only of the parties and their respective attorneys and experts who have agreed in advance in writing to receive and maintain all such information in confidence until such information becomes generally known.

vi. The arbitrators shall act by majority vote. The arbitrators shall issue a written opinion of their findings of fact and their conclusions of law at the request and at the expense of either party.

vii. The arbitrators shall be able to decree any and all relief of an equitable nature, including without limitation such relief as a temporary restraining order and a preliminary or permanent injunction, and shall also be able to award damages, with or without an accounting, and costs, except that the prevailing party shall be entitled to its reasonable attorneys fees. The decree or judgment of an award rendered by the arbitrators shall be binding upon the parties and may be entered in any court having jurisdiction thereof.

viii. Reasonable notice of the time and place of arbitration shall be given to all persons as required by law. Such persons and their authorized representatives shall have the right to attend or participate in all the arbitration hearings in such manner as the law requires.

Severability

No waiver of any breach or violation hereof shall be implied from forbearance or failure by the Company to take action thereon. It is the desire and intent of the parties that the provisions of the covenant be enforced to the fullest extent permissible under the laws and the applicable public policies of the State of Illinois. Accordingly, the terms of this covenant are determined to be severable, and if any particular portion be adjudicated or determine dot be invalid or unenforceable, such determination shall only apply to that portion of the covenant and the balance of said covenant shall nevertheless be enforceable to the fullest extent permissible under the laws and public policies applying thereto.

Governing Law

The laws of the State of Illinois govern this agreement and any disputes arising from it must be handled exclusively in courts in Illinois. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees.

Counterparts

This agreement may be signed and delivered electronically or by facsimile transmission, and when all parts are taken together shall be considered as a full and complete original substitute.

Miscellaneous

This agreement is between Vision Tax Lien Services, Inc. and Independent Contractor and neither is allowed to delegate, transfer or assign it to a third party without the written consent of the other.

This is the parties entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.

IN WITNESS WHEREOF, the undersigned do set their hands and seals on the date and year first above written.

Bidder/Independent Contractor

Vision Tax Lien Services, Inc.
By Its: Executive Manager