

INDEPENDENT AGENT AGREEMENT

This Agreement entered into this _____ day of _____, 2012, by and between FIRST INTERNATIONAL EXCHANGE GROUP a Michigan corporation, hereinafter referred to as "Company", and , hereinafter referred to as "Independent Agent".

WHEREAS, Company is in the business of finance and has gained certain knowledge, expertise, and contacts in the business;

WHEREAS, Independent Agent is in the business of international finance and is desirous of providing funding ("Funding") to its clientele so that it may better service its clientele,

NOW, THEREFORE, for good and valuable consideration, including mutual promises and covenants contained herein, the sufficiency of which is hereby agreed to, Company and Independent Agent agree to the following:

1. The Company shall provide the Independent Agent with: (a) all necessary training in the Funding programs it (the Company) has available, and (b) supplying all of the necessary documents to effectuate the Funding of Independent Agent's clients.
2. All Funding Commitments issued by the Independent Agent will be approved by the Company, before it is issued by the Independent Agent.
3. For each Funding transaction that the Independent Agent procures for the Company, the Independent Agent will receive 33.3% of the gross profits ("Commission") derived from said Funding. The Commission will become due to the Independent Agent as it becomes due to the Company. Commission will continue to be owed to the Independent Agent for as long as the procured client of Independent Agent owes fees to the Company. All Commission will remain due to the Independent Agent for any client procured by Independent Agent whether or not this Agreement has terminated.
4. The Company is hereby given a first right of refusal on all Funding of the Independent Agent. Independent Agent, upon the Company declining a Funding for Independent Agent clients, will be able to seek other financing sources. The Company may decline to accept the Funding for any reason, in its sole discretion, including "whim".
5. The parties hereto agree that this Agreement is nonexclusive. The Company may accept Funding applications from other independent agents and

Independent Agent may deal with other funding companies, subject to Company's right of first refusal.

6. Independent Agent hereby agrees that it will not bypass the Company in dealing directly with the Company's investment sources. The Company hereby agrees that it will not bypass the Independent Agent by dealing in any transaction with a client, its agents, employees, consultants, or representatives originally procured by Independent Agent without paying the Commission as provided for herein.

7. This Agreement shall commence on the date of signing. It shall continue indefinitely thereafter until terminated by written notice sent certified mail by either party to the other to become effective thirty (30) days from the date of delivery. The Company or the Independent Agent may terminate this Agreement for any reason, including, but not limited, to the following:

(a) Independent Agent's assignment or attempted assignment of this Agreement or any interest in or any payment due under this Agreement without the express prior written consent of Company which will not be unreasonably withheld.

(b) The filing by Independent Agent or Company of a voluntary petition in bankruptcy or the execution by Independent Agent or Company of an assignment for the benefit creditors.

(c) The filing of a petition to have Independent Agent or Company declared bankrupt which is not vacated within thirty (30) days of filing.

(d) The appointment of a receiver or a trustee for Independent Agent or Company provided such appointment is not vacated within thirty (30) days.

(e) Upon the material breach of any provision contained within this Agreement.

(f) Acts of fraud, dishonesty, or intentional misrepresentation.

8. In the event of a breach or a threatened breach by either party of the terms of this Agreement either party shall be entitled to an injunction restraining the other party who is about to commit any breach of this Agreement, or have committed a breach thereof, without showing or proving any actual damage sustained by either party.

9. This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors, and assignors.

10. This Agreement shall be governed for all purposes by the laws of the State of Michigan. If any provision of this Agreement is declared void, or otherwise

unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement on the date first set forth above.

Company:

FIRST INTERNATIONAL EXCHANGE GROUP

6632 Telegraph Road, Suite 231
Bloomfield Hills, Michigan 48301

By: _____ Title: _____

Witness: _____

Independent Agent:

By: _____

Witness: _____