

FOREIGN BROKER REFERRAL AGREEMENT

This Foreign Broker Referral Agreement (“Agreement”) is made as of this ____ th day of _____, 2005, between Stock USA Investments Inc., an New York corporation (“SUSA”), and _____ a corporation organized under the laws of _____ (“Foreign Broker”).

WHEREAS, SUSA is a broker dealer registered with the United States Securities and Exchange Commission (“SEC”) and with the NASD Regulation, Inc. (“NASD”);

WHEREAS, _____ is a registered broker dealer in the country of _____;

WHEREAS, Foreign Broker wishes to introduce potential customers to SUSA in order to effect the purchase or sale securities in the United States;

NOW, THEREFORE, in consideration of the premises and terms and conditions thereof, it is agreed between the parties as follows:

1. Introduction

Foreign Broker shall introduce potential customers to SUSA to effect the purchase or sale of securities in the United States. The customers referred by Foreign Broker will become the customers of SUSA, which may reject such customers in its sole discretion. If accepted by SUSA, the customers will become customers of SUSA, and Foreign Broker shall not give any advice as to U.S. securities to customers.

2. Referral Fee

For its services, SUSA will charge the customer a commission. For its introduction or referral, SUSA will pay Foreign Broker a referral fee in the amount set forth in Schedule A, which is attached hereto and made a part hereof. Fees set forth in Schedule A may be subject to change at the discretion of SUSA.

3. Covenants of SUSA

SUSA covenants, warrants, and represents during the full term of this Agreement that it will undertake to comply, to the extent applicable, with the rules of the NASD & SEC. SUSA further represents and warrants that it is an New York corporation, is presently in good standing in the state of New York and each state where it is qualified to do business, is a member in good standing with the NASD, and is registered as a broker dealer with the SEC.

4. Covenants of Foreign Broker

Foreign Broker covenants, warrants, and represents, during the full term of this

Agreement that:

- i. It does not conduct business in the United States and it is not subject to disqualification as defined in Article III of Section 4 of the NASD's by-laws;
- ii. That it corporation for under the laws of a country other than the United States;
- iii. The customers referred to SUSA are foreign nationals or foreign entities.
- iv. It is authorized to receive the referral fee set forth in Schedule A; and
- v. It will not give U.S. securities advice to the customer.

5. Disclosure

SUSA will provide to the customer disclosure required by the rules of the NASD, including disclosure that in connection with securities transactions in the United States, SUSA will effect such transaction and that Foreign Broker will receive a referral fee for its introduction.

6. Indemnification

SUSA shall indemnify, defend, and hold harmless Foreign Broker and all of its affiliates, officers, directors, and employees, agents, and assignees against all losses, claims, demands, liabilities, and expenses, including reasonable legal and other expenses incurred in defending such claims or liabilities, whether or not resulting in any liability to any of them, or which they or any of them may incur, including but not limited to alleged violations of the Securities Exchange Act of 1934, as amended ("Exchange Act"), arising out of the breach by the SUSA of any of the terms and conditions of this Agreement, or which may arise out of or be based upon any omission or alleged omission to state therein a material fact required to be stated to the customer in connection with the purchase or sale of securities or which relate to the suitability of the purchase or sale of securities by the customer.

Foreign Broker shall indemnify, defend, and hold harmless SUSA and all of its affiliates, officers, directors, employees, and agents against all losses, claims, demands, liabilities, and expenses, including all reasonable legal and other expenses in defending such claims or liabilities, whether or not resulting in any liability to any of them, or which they or any of them may incur arising out of the breach or misrepresentation of this Agreement or that Foreign Broker is not authorized to receive the referral fee.

7. Registration, Legal and Trading Losses

Foreign broker shall solely incur any fees incurred by SUSA for regulatory licensing or registration as a result of this Agreement. Foreign broker shall solely incur any legal fees, fines,

judgments, arbitration awards or other fees incurred by SUSA, resulting from claims of clients referred by Foreign Broker. Foreign broker shall solely incur any costs incurred by SUSA, resulting from clients referred by Foreign Broker, for any trading losses incurred by such accounts beyond the monies available to cover debt in such accounts.

8. Term of Agreement

This Agreement shall become effective on the date first written above. After this Agreement becomes effective, either party may terminate it at any time for any reason by giving ninety (90) days' written notice to the other party, provided, however, that this Agreement shall in any event automatically terminate if SUSA's license or registration to act as a broker dealer shall be revoked or suspended by the SEC, NASD or any other state having jurisdiction over it and such revocation or suspension is not cured within ten (10) days from the date of such occurrence.

In any event this Agreement shall be deemed suspended during any period for which such license is revoked or suspended.

9. Notices

All notices and communications hereunder shall be in writing and, if sent to the SUSA, shall be mailed or faxed to:

Stock USA Investments
1717 Route 6, Suite 101
Carmel, NY 10512

or, if sent to Foreign Broker, shall be mailed or faxed to:

10. Successors

This Agreement shall not be assigned or transferred by Foreign Broker by operation of law or otherwise without SUSA's written approval.

11. Construction.

i. This Agreement shall be construed in accordance with the applicable laws of the state of New York. Further, the parties hereto submit to exclusive personal jurisdiction and venue of the Superior Court of Putnam County and to the United States District Court for the state of New York.

ii. Nothing in this Agreement shall constitute Foreign Broker as in association or in

partnership with SUSA. In no event shall either SUSA or Foreign Broker have any authority to act as the agent or broker on behalf of the other, except according to the terms as expressly set forth herein.

iii. This Agreement embodies the entire understanding between the parties hereto, and no variation, modification, or amendment to this Agreement shall be deemed valid or effective unless and until it is signed by both parties hereto.

iv. If any provision of this Agreement shall be deemed void, invalid or ineffective for any reason, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated in the first paragraph above.

Stock USA Investments, Inc.

Signed: _____

By (Print Name): _____

Its (Position): _____

Foreign Broker

Signed: _____

By (Print Name): _____

Its (Position): _____