



1717 Route 6
Carmel, NY 10512
Phone: 1-800-874-3039
Fax: 1-845-622-4878
trading@speedtrader.com

Dear Representative,

Thank you for your interest in Stock USA Investments, Inc. Based on our conversations, there may be a great place for you at Stock USA Investments, Inc. I look forward to exploring various options with you. I have enclosed the forms necessary to continue the registration process. Additionally, we have a tentative Registered Representative Agreement. As preliminary negotiations, I encourage you to peruse this agreement. Please note that you may not solicit trades or be paid commissions until you are registered with our firm and states.

A prompt return of these completed forms will facilitate a timely registration process. All forms should be completed in black ink and returned to me. If fees incurred during your registration process will be billed to you as they are incurred. Your Registered Representative Agreement will not be effective until the signing of this agreement by Guy Gentile, President and CEO of Stock USA Investments, Inc.

Stock USA Investments, Inc. is dedicated to supporting and further developing your interests. I believe your skills will help to strengthen Stock USA Investments' commitment to excellence in all facets of the brokerage industry.

There is a \$1,000 setup cost that includes registration with NASD, NY and your home state, your first 10 pages of advertising, letter head, and business cards. This is due when you return attached forms.

You can download Form U-4 from NASD's website.

<http://www.nasd.com>

If you have any questions or concerns, do not hesitate to call me at 845-531-2487.

Sincerely,

Guy Gentile
President & CEO Stock
USA Investments, Inc.

Registered Representative Agreement

THIS AGREEMENT, entered into this _____ day of _____ 20____, in New York, by and between Stock USA Investments, Inc., a New York Corporation, hereinafter referred to as “Company” and _____ hereinafter referred to as “Representative”. This agreement is eight (8) pages total: page one through eight are the agreement sections.

NOW THEREFORE, in consideration of Representative agreeing to solicit for the purchase and sale of registered securities and other investments approved in writing by the Company on behalf of Company, and Company agreeing to provide Representative with necessary back office and services, Company and Representative covenant as follows:

WITNESSETH:

1) DUTIES:

- a. Representative having duly registered with the National Association of Securities Dealers, Inc. (NASD) and being duly licensed to solicit for the purchase and sale of securities in each state where solicitations are to be made, is hereby engaged by the Company as an independent contractor to solicit and obtain applications and orders for the purchase and sale of registered securities and other securities or investments approved in writing by the Company.
- b. Representative has the authority to collect, receive and receipt for all checks and/or money orders made payable to Company or appropriate custodian bank, or Company clearing broker dealer relating to such purchase or sales, and Representative agrees to promptly remit all such applications, orders, checks and or money orders to the Company as its principal office or other designated location. Representative does not have the authority and agrees to not collect cash from customer in payment of purchases or sales.

2) RELATIONSHIP:

- a. Representative is engaged hereunder solely as an independent contractor. Nothing herein shall be construed to create the relationship of employer and employee between the Company and Representative, nor between any employee of Company and Representative. Representative shall be free to exercise his own judgment as to those persons from whom he will solicit applications and orders, the method of solicitation and the time and place of solicitation; provided, however, that in such activities Representative shall conform to such “supervision” and policies as may be established by the Company in order to comply with all application statutes, rules and regulations governing the solicitation of application and orders for the purchase or sale of securities.
- b. Representative shall be free to devote whatever time he elects to any other business he may choose so long as such activities are not carried on by use of the facilities of the Company or do not interfere with the covenants of Representative hereunder. Representative will immediately notify Company in writing if he acquires or obtains any interest or engages in any activities relating to the sale of securities or investments, either directly or indirectly, either alone or with any person or entity other than Company, or participate in any other activity that would cause a conflict of interest on the part of the Representative with respect to the Company.
- c. The term “supervision” as required by the Rules of Fair Practice of the National Association of Securities Dealers and certain other securities agencies related only to the propriety of making offers, sales and purchases of securities. Such term is not used to connote, nor shall it be deemed to mean the exercise of any degree of control by the Company which would cause the Representative to be anything other than an independent contractor vis-à-vis the Company.

- d. Representative, as an independent contractor, shall promptly pay all expenses relating to the performance of his duties hereunder, including but not limited to financial planning charges, office rentals, transportation costs, costs of office equipment and facilities, advertising expenses, long distance telephone toll and other communication charges, cost of stationery and business cards, license registration fees, bonding fees and any National Regional Securities Exchange fees, where applicable, subject to any prior written agreements between the Representative, Company and any third party.
- e. Representative agrees that any person or persons whom Representative shall employ to assist Representative in the performance of his duties hereunder shall be the employees of Representative and shall not be employees or agents of Company. Representative agrees that with respect to his services and the service of all his employees, or agents, or contractors, he will comply with all Federal and applicable state laws relating to Workmen's Compensation. Representative shall take such steps as are necessary and appropriate to ensure that none of such persons misconceive his or her relationship with Company.
- f. Representative will defend, indemnify and hold harmless the Company and its agents from any loss, liability or claim for breach of his covenants hereunder or his activities in representing or purporting to represent the Company.
- g. Representative shall have no authority to bind the Company by any statement, promise, representation, agreement or contract of any kind, or to waive any of Company's right or to obligate the Company in any way unless specifically authorized to do so by Company in writing.
- h. This agreement is one for the services of Representative who shall not be entitled to assign or delegate to any other person the authority and obligations assumed or any rights, claims or interests granted or arising hereunder.

3) COMPLIANCE

- a. As part of the proper performance of his duties hereunder Representative shall familiarize himself with, and at all times during the term of this Agreement shall comply with, the rules of NASD, the statutes, regulations, rules and statements of policy promulgated and administered by the Securities and Exchange Commission, all other statutes, regulations and rules of the Federal Government, any state or municipal governmental or regulatory agency or the rules or policy of any national or regional securities exchange with which the Company is or may become a member, any of which may now or hereafter apply to Representative's activities hereunder.
- b. Representative shall not use in connection with his solicitation activities hereunder, whether by direct mail, personal distribution of printer material, newspaper, radio, television or by any other media, any sales or advertising literature not specifically supplied and authorized by Company for the purpose until he has first obtained prior written approval of his proposed use of literature by the appropriate officer of the Company who has been designated responsible for such approval.
- c. In soliciting the purchase or sale of any security or investment hereunder, Representative shall fully disclose all material facts relating thereto (which shall include delivery of a current prospectus or offering circular relating to such security or investment to be purchased if one is then in effect,) shall not make any untrue statement and shall fully explain the terms of any state any material fact known by Representative required to make any statement made or distributed by him not misleading.
- d. Representative agrees that he shall neither offer nor sell any security or investment to any purchaser, without written approval of such security or investment by the President of the Company or such persons as may be designated in writing by the Company to oversee such matters. Representative further agrees to submit to such persons the document or writing by which the offer of any said security is made prior to the giving of any approval as required herein. Whenever appropriate, the approval called for herein shall be evidenced by a dealer agreement, signed by the Company, with the issuer or underwriter of said security or investment product. It is further

- understood that the approval called for herein shall not be required as to any security listed on any national or regional stock exchange.
- e. It is the policy of the Company, NOT to permit dual registration of securities licenses. Exception to this policy shall require written approval by the President of the Company.
 - f. Representative must notify the President of the Company immediately if he should become involved in any judicial or regulatory investigation. Representative should not respond to any requests for information (it being understood that any information regarding the Company is confidential, proprietary and a trade secret of the Company) to regulatory authorities until advised to do so by the President unless otherwise required by applicable law, which required disclosure must be supported by an opinion of counsel satisfactory to the Company.
 - g. Representative must advise the President of the Company in writing of his personal securities accounts or securities accounts of immediate family, defined as spouse, children or any relative living at the same residence. It is required that duplicate statements be sent to the Company.
 - h. Prior to opening an account for a registered representative of another broker/dealer, Company must notify the registered representative's broker/dealer.
 - i. Registered Representative or immediate family, as defined above, will not be allowed to participate in new issues that are immediately to be traded in the secondary market.
 - j. Representative is prohibited from trading for his own account any security for which he has "non-public" information.
 - k. Representative must not solicit or effect transactions for residents of states in which Representative is not licensed.
 - l. Representative must attempt to learn all essential facts about a customer prior to solicitation to ascertain that customer meet suitability requirements of the investment. Representative must understand that private placements can only be offered to suitable investors and only after the offer or the Company has approved sale of an unregistered security in writing.
 - m. Representative must not accept any order from a third party without prior written authorization signed by the customer.
 - n. Representative agrees to promptly forward customer funds to the Company and not to hold customer funds or securities for any reason.
 - o. Representative must not render tax or legal advice to customers but rather refer them to their accountant or attorney.
 - p. Representative agrees to immediately notify the President of the Company in writing of any customer complaint brought to his attention.
 - q. Representative agrees to defer his entitlement to commissions owed until such time as the Company has received such payment from the issuer or underwriter.
 - r. Representative agrees that all security orders will be placed through the Company.
 - s. The Representative does business as Stock USA Investments, Inc.

4) LIABILITY OF REGISTERED REPRESENTATIVE.

- a. Representative understands and agrees that he is personally liable for any unsecured debts arising out of transactions by Representative, or between Representative and Representative's clients that are transacted through the Company. Representative further agrees that these unsecured debts will be deducted from Representative's periodic commission payments, or if Representative's periodic commission payment is insufficient to offset the unsecured debts, that Representative will reimburse the Company for any excess unsecured debts under the same terms and conditions that Representative normally Representative's periodic commission payment.
- b. Company reserves the right, in its sole discretion, to refund to any purchaser all or any part of payments made by him, and Representative agrees to reimburse the Company promptly for its expenses in connection therewith. Representative also agrees to repay promptly to Company all commissions received by him with respect to any refunded payments, and the Company is hereby authorized to deduct from any commissions due or that may become due to Representative hereunder the amount owed for any such repayment of commission and expenses.
- c. At least monthly the Company will furnish to the Representative a statement of Commissions and fees earned by, and charges made against the Representative. Representative shall notify the

Company, in writing, within thirty (30) days from receipt thereof of any discrepancy or error. Representative's failure to provide such notice shall constitute acceptance by Representative of the earnings and charges as computed by the Company. Where commissions do not cover Representative charges, Representative will pay the Company the difference within thirty (30) days from receipt of statement.

7 COMPANY'S RIGHT TO DEDUCT FOR TAXES, LICENSE FEES, ETC.:

Representative agrees that Company may, at any time deduct from any commissions earned pursuant to this Agreement such amounts to pay such taxes, license or registration fees, bonding fees or cost of making reports and returns or other similar items payable, or to be made payable by Representative in connection with performance of his duties hereunder or deduct other cause associated by Section 9 below. The Company shall pay any amounts deducted for this purpose to the appropriate governmental or regulatory agency without any liability to Representative of the amounts so deducted. Such actions of the Company shall be deemed justified and without liability therefore whenever they are taken pursuant to administrative instructions from a governmental or regulatory agency or upon advice of legal counsel. Company shall not be required to contest any such governmental or regulatory instructions on behalf of Representative unless first indemnified in cash against all costs and expenses, including reasonable attorney fees, which may be incurred by the Company in such contest. Such acts by the Company shall in no event be construed as establishing an employment relationship between Representative and the Company.

8) DEBTS, ERRORS AND LAWSUITS:

The Representative hereby agrees that he will be responsible for, will pay, and will fully indemnify the Company and hold harmless from and contribute to the Company 100% of all losses, claims, actions, lawsuits, customer complaints and expenses, including but not limited to attorneys fees, investigative expenses, investigative fees incurred by any person including the Company's compliance personnel, arbitration expenses, appellate fees and costs, which are incurred by the Company and arise by reason of any of the following:

- a. Debits, costs and expenses incurred by the Representative in conducting business;
- b. Any error which occurs in the account of a client of the Representative except which are caused by the action of the Company;
- c. The entry of an order by Representative on behalf of a client of the Representative without proper authorization from such client;
- d. The Representative's alleged failure to comply with any instructions received from Representative's clients;
- e. The Representative's alleged failure to comply with any provision of any applicable law, rule or regulation or any provision of this Agreement;
- f. The Representative's alleged failure to comply with any terms and conditions of the Company compliance Manual or instructions received from the Company's compliance personnel;
- g. The Representative's negligence in connection with the handling of the Representative's client account;
- h. The Representative's alleged failure to keep the Company informed so that the Company can discharge its responsibility under Federal and State securities laws to diligently supervise the Representative. This includes, but is not limited to, the Representative's failure to advise the Company of any and all offers or sales of Securities or products which may be considered securities;
- i. Any debit balances in any of the Representative's client account which result from buy-ins, sellouts, trade cancellations, or any other reason;
- j. Any alleged untrue statements or misrepresentation or alleged failure to state any material fact to any current or prospective client;
- k. Any false, fraudulent, altered, modified, improper or fake signatures;

- l. Any liabilities what-so-ever resulting from the purchase or sale of a security by the Representative or one of his clients, if such security may not be legally purchased or sold under federal or state securities laws;
- m. Any complaint, arbitration proceeding or lawsuit filed against the Company or any of its employees, officers or agents by any client of the Representative; and
- n. Any requests for review and approval to trade specific securities.

9) TERMINATION:

a. Without Cause

- 1) This Agreement may be terminated by either party without cause at any time by placing written notice of such termination in the U.S. mails, certified, return requested, addressed to the other party hereto, either at Representative's last known address as contained in Company's records (such address may be changed from time to time by written notice thereof being sent to and filed with Company) or to Company at its then principal place of business. In addition, the Agreement shall automatically terminate in the event of the death of the Representative. Notice shall be effective when personally delivered or deposited in U.S. Mails pursuant to this paragraph.
- 2) If termination of this Agreement is pursuant to the terms of Section 9(a)(1), Company shall continue to pay Representative after termination or to his estate after his death, so long as such action is not contrary to law, all commissions on those orders and applications received from Representative and approved and accepted by Company prior to the date of termination and which were earned under Section 6 hereof, less such deductions or setoffs as the Company may be entitled to hereunder.

b. With Cause

- 1) In the event that Representative fails to maintain or loses licenses or approval of regulatory body over Representative's activities, or is declared bankrupt, makes an assignment for the benefit of the creditors, has a receiver or trustee appointed for this property, fails to comply with any of the terms, conditions and obligations of this Agreement, or any other published policy of the Company, conducts in any manner which the Company, in its unrestricted discretion, determines to be affiliation or employment relating to the solicitation of the purchase or sale of securities or investments, either direct or indirect, either alone or with any person or entity other than Company, the Company may immediately terminate this Agreement, such termination being retroactive to the happening of such event(s) and the Company's obligation to pay commissions, either first year or otherwise, shall immediately cease upon such termination, without notice; such termination shall in no way affect the Company's right to collect any amounts which may be due it from Representative. Commissions earned prior to termination will be paid less any such expenses of the Representative on such deductions setoffs as the Company may be entitled to under this Agreement.
- 2) If any of the grounds for termination specified in Section 9(b)(1) above shall exist at the time of a termination pursuant to Section 9(a), it shall be deemed a termination pursuant to Section 9(b)(1) for the purpose of determining whether any commissions are due Representative after termination. Failure of Company to terminate this agreement after knowledge that grounds for termination exist under Section 9(b)(1) above shall not be deemed a waiver by the Company of its rights to terminate this Agreement under such section at any later date.

10) AUTHORIZATION TO RECORD TELEPHONE CONVERSATIONS:

Representative acknowledges and agrees that telephone conversations with the Company and its employees in which purchase or sale orders or other requests in connection with this Agreement are made, or may be made, may be recorded by the Company in order to resolve any questions that may arise out of such orders or requests: and Representative hereby consents to the recording of such telephone conversations, and agrees to be bound by the statements made and recorded.

11) ARBITRATION AND COSTS:

Any dispute or controversy, including monetary disagreements, between the Company and the Representative which cannot be settled by them, shall be settled by arbitration in accordance with the rules then obtaining of the NASD. The award of the arbitrator, or a majority of them shall be final.

The Company is not liable for the legal cost, court cost, settlement cost, or any monies deemed to be consideration or settlements paid to customers of the Representative in payment of any judgments or settlements rendered or made against the Representative. The payment of such costs is the sole settlement responsibility of the Representative. Further, if the Company incurs cost, expenses, or suffers settlements claims or legal judgments rendered against them due to alleged actions or inactions of the Representative, the Representative shall be liable for reimbursing and shall reimburse such cost to the Company. If or when the Representative is directed by any court or arbitrator to pay consideration in any from to customers or former customers, the payment of such consideration shall be the sole responsibility of the Representative and the Company shall in no way be responsible for such payment.

12) ENTIRE AGREEMENT:

This Agreement supersedes all previous Agreements whether oral or written between the Company and Representative and embodies all representations, inducements, understandings and agreements of the parties hereto relating to the subject matter hereof. The terms hereof may not be changed except in writing duly signed by the Company and the Representative.

13) SEVERABILITY:

If any of the provisions of this Agreement are held unlawful, void or unenforceable, such events shall not affect the enforceability of the remaining provisions. This Agreement shall be binding upon the successors and assigns of the parties.

14) ARBITRATION:

Any controversy or disagreement between the parties to this Agreement shall be determined by arbitration in the state of New York in accordance with the rules and regulations as promulgated by the American Arbitration Association and judgment on any award may be entered in any court having jurisdiction.

15) BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16) SURVIVAL:

The Representative's warranties and representations, and obligations to the Company regarding indemnification, as well as the provisions relating to payment, deductions and offsets shall survive the termination of this Agreement.

17) INTERPRETATION:

This Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties in this Agreement. Each party hereby waives any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party drafting it.

18) ATTORNEY'S FEES:

If any action at law is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees.

19) STOCK USA INVESTMENTS, INC CONTRACT:

This agreement shall be deemed a New York contract and shall be governed by and construed according to the laws thereof. Venue for all purposes shall be in the state of New York. Any notice to be given to the

Company under this Agreement shall be addressed to Company at its principal place of business, 1717 Route 6, Carmel, NY 10512 or to such other then current address. Any notice to be given to Representative shall be addressed to Representative at his last address as the same appears on the Company's records.

20) COUNTERPART AGREEMENT:

This agreement shall be executed in dual counterparts, each of which shall be deemed an original.

In WITNESS WHEREOF the Company and Representative has executed this Agreement on the day and year first above written.

STOCK USA INVESTMENTS, INC.

REPRESENTATIVE

By: _____

By: _____

It's: _____

Registered Representative

CRD SEARCH PERMISSION

I hereby give my permission for Stock USA Investments to access any and all records available through CRD or any regulatory body relating to my registration or licensing as a securities representative.

Name: _____

SSN or CRD #: _____

Date of Birth: _____

Signature: _____

Date: _____

STOCK USA INVESTMENTS, INC.
PERSONAL INFORMATION

NAME: _____

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE #: _____

BUSINESS FAX #: _____

HOME ADDRESS: _____

HOME PHONE #: _____

HOME FAX #: _____

IN CASE OF EMERGENCY NOTIFY:

NEAREST RELATIVE NOT LIVING WITH YOU:

COMPLIANCE AGREEMENT

This is to certify that:

1. I have received a copy of the Stock USA Investments Written Supervisory Procedures.
2. I have read the Supervisory Procedures.
3. I understand the contents of the Supervisory Procedures.
4. I agree to comply with the rules, policies, and procedures stated in the Supervisory Procedures.
5. I understand that the Supervisory Procedures may be periodic updates, changes and supplements to its contents. I agree to read the updates, changes and supplements and to place such updates, changes and supplements in the appropriate section of the Supervisory Procedures and comply with the rules, policies, and procedures stated in the updates, changes and supplements.
6. I furthermore certify that I will refer to the Supervisory Procedures and or call the Stock USA Investments compliance department should I have any compliance-oriented questions.

Stock USA
Investments
Guy Gentile
1717 Route 6
Carmel, NY 10512
845-531-2487
Fax: 845-622-4878
E-mail: guy@speedtrader.com

I have read all of the preceding paragraphs and state that I understand and agree to them.

Signature: _____

Print Name: _____

Date: _____

NOTIFICATION OF EXISTING SECURITIES ACCOUNTS

Following are securities accounts I or my immediate family (parents, spouse, children) Maintain at firms other than Stock USA Investments, Inc.

NOTE: You must disclose all current accounts as of this date, including those previously reported.

Company _____	Account # _____
Company _____	Account # _____
Company _____	Account # _____
Company _____	Account # _____
Company _____	Account # _____
Company _____	Account # _____
Company _____	Account # _____
Company _____	Account # _____

_____ I hereby certify that the above written list is a complete list of all securities accounts maintained by myself or my immediate family and that I have notified, in writing the securities firm(s) that maintain(s) the above account(s), of my association with Stock USA Investments, Inc. I have requested duplicate confirmations, statements and other information regarding the above account(s) be sent to the Compliance Department at Stock USA Investments, Inc. 1717 Route 6, Carmel, NY 10512. I will notify Stock USA Investments, Inc. of any additions or deletions to this list.

_____ I hereby certify that neither I nor my immediate family have any existing securities accounts with securities firms other than Stock USA Investments, Inc. I will notify Stock USA Investments, Inc. of any changes to this status

Signature: _____

Print Name: _____

Date: _____

INDEPENDENT CONTRACTOR REFERENCE REQUEST

Applicant to complete to top half of request for each employer/contractor for the past three years.

FORMER EMPLOYER/CONTRACTOR

NAME: _____

I was contracted by this firm from _____, _____, to _____,_____. I have applied for for affiliation with Stock USA Investments

ADDRESS: _____
and _____

hereby permit disclosure of any information with respect to the performance.

PHONE: _____

CONTACT NAME: _____

(Print Name and Social Security #)

TITLE: _____

(Applicant Signature)

FORMER CONTRACTOR'S WRITTEN RESPONSES

(or Regional Manager's Responses from Reference Check by Phone)

Date:

Period of affiliation of applicant with your firm: From: _____ to: _____

Compliance problems or complaints: _____No _____Yes (Explain)

Reason for leaving: _____Voluntary _____Other (Explain)

This section was completed by:

(Company Name)

(Name of Person Completing Form)

(Telephone Number)

(Position/Title)

(Regional Manager Signature)

REGISTERED REPRESENTATIVE
QUESTIONNAIRE FOR STOCK USA INVESTMENTS, INC.

Have you been named in any complaints in the last 3 years? Yes No If yes, explain.

Have you been named in any arbitration in the last 3 years? Yes No If yes, explain.

Are you the subject of a regulatory investigation? Yes No If yes, explain.

Please list 3 references. At least one reference should be business reference.

1)
Name: _____
Address: _____
Phone #: _____

2)
Name: _____
Address: _____
Phone #: _____

3)
Name: _____
Address: _____
Phone #: _____

Affidavit for All Independent Contractors to read and sign

Independent Contractors affidavit for NASD Rule G-37

NASD rule G-37 requires that I notify Stock USA Investments of any and all contributions that

I may make to any political party or candidate regardless of political party or election.

I have [] have not [] made a political contribution within the past two years. If yes, indicate:

Political Party/Candidate: _____

City: _____

County: _____

State: _____

Amount of contribution: _____

Independent Contractor Name (printed): _____

Independent Contractor Signature: _____

Date: _____