

WEB REFERRAL AGREEMENT

This Agreement is entered into this ___ day of _____, 2004 by and between Synergy Investment Group, LLC, a North Carolina Limited Liability Company located at 1108 Centergrove Road, Kannapolis, North Carolina (hereinafter referred to as “Synergy”) and _____ located at _____ (hereinafter referred to as “Referrer”).

WITNESSETH

WHEREAS, Synergy is a brokerage firm that offers online trading, order routing, online trading software, and internet brokerage services for clients and brokerage firms; and

WHEREAS, Referrer is an Internet information company with an existing website and customers; and

WHEREAS, Referrer has requested and Synergy desires to establish a relationship with each other wherein Referrer will refer Prospective Customers to Synergy for the purpose of evaluation and qualification by Synergy with the intent of Synergy accepting them as Referred Customers, subject to the terms and conditions set out below.

NOW THEREFORE, in consideration of the mutual covenants and benefits set out herein, Synergy and Referrer hereby covenant and agree as follows:

1. For the purpose of this Agreement, the following definitions shall apply:
 - a) “Clearing Month” shall mean the period commencing two business days before the last business day of any calendar month, and ending on the third business day before the last business day of the next calendar month.
 - b.) “Order” shall mean any request or transmission to buy or sell securities or cancellation made by a Referred Customer for said Referred Customer's own account (irregardless whether the order is executed or not), which is determined to be a bona fide order and forwarded to the appropriate exchange for execution and shall specifically not include the separation or splitting of any larger order for direction to different market participants.
 - c.) “Prospective Customer” shall mean prospective online customers of Synergy referred to Synergy by Referrer.
 - d.) “Referred Customer” shall mean a Prospective Customer that, in Synergy’s sole judgment has satisfied its prevailing account pre-qualification requirements as those requirements may be modified or amended by Synergy from time to time.

2. Referrer will refer Prospective Customers to Synergy for the purpose of evaluating and qualifying by Synergy, in Synergy's sole judgment, to become Synergy's Referred Customer pursuant to Synergy's prevailing account pre-qualification requirements as those requirements may be modified or amended by Synergy from time to time.
3. In consideration for Referrer referring Referred Customers to Synergy, Synergy shall pay to Referrer fifty cents (\$0.50 US) per Order placed by Referred Customer through Synergy in each Clearing Month ("Order Flow Fee"). The Order Flow Fee shall not vary depending on the volume of shares traded or the value of the underlying securities included in the Order, nor will the amount of these fees vary depending upon whether a specific order results in an executed transaction. Synergy and Referrer agree that these fees shall not constitute the payment or splitting of any commissions, concessions, or other sales related compensation by Synergy to Referrer, nor shall Referrer assert any claim to any commission, concessions or other sales related compensation paid by any customer of Synergy.
4. The Order Flow Fee will normally be paid within fifteenth days after the end of any Clearing Month, or within five days after receipt of the applicable monthly clearing report from Synergy's Clearing firm, whichever is later. Synergy shall pay Referrer Order Flow Fees from Referred Customers so long as Referred Customer remains a customer of Synergy, or until one (1) calendar year after the termination of this Agreement as set forth herein, whichever occurs first. The payments of Order Flow Fees will cease to accrue at the date when a Referred Customer ceases to be a customer of Synergy or at the one (1) calendar year anniversary of the termination of this Agreement, whichever occurs first.
5. Subject to the provisions set forth herein, this Agreement shall continue for a period of one (1) year from the date of this agreement. This agreement shall automatically renewed for additional one-year periods, subject to any termination provisions. Either party may terminate this agreement by sixty (60) days written notice to the other party. Upon termination for SEC, NASD or other regulatory reasons, the access fees will cease as of the date of termination.
6. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall include without limitation WEBS, know-how, processes, designs, future products and services, marketing plans, customer names, the terms and pricing under this Agreement, and all information clearly identified in writing at the time of disclosure as "confidential" or "proprietary".
7. The parties acknowledges that the confidential information provided to each other is the property and trade secrets of the originator of the information and each party covenants not to disclose, provide or otherwise make available any trade secrets, processes, proprietary data, information or documentation related thereto in any form

to any person other than employees and attorneys of the relevant party. Each party will instruct its employees and attorneys who have access to the Confidential Information to keep the same confidential, by using the same care and discretion that each party uses with respect to its own confidential property and trade secrets. Upon termination of this Agreement for any reason, each party shall return to the other any and all Confidential Information in its possession.

8. In the event of any material breach of any material obligation, the non-breaching party shall give the breaching party written notice of such breach. If, after thirty (30) days from receipt of said notice, the breaching party has not cured said breach, then the non-breaching party shall have the right to immediately terminate this Agreement.
9. Neither party shall have liability for failure of any computer hardware, application software, or software that operates computer hardware, application software, or software which operates computer hardware. Neither party shall be liable for any loss resulting from a cause over which it does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, delays or interruptions.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding its conflict of laws provisions. Any legal action or proceeding relating to or arising under this Agreement shall be instituted exclusively in a state court in Cabarrus County, North Carolina. Synergy and Referrer agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.
11. Neither party may assign or delegate any right or obligation under this Agreement without the prior written consent of the other, and any purported assignment or delegation shall be null and void. Subject to the foregoing, this Agreement shall insure to the benefit of the parties' successors and permitted assigns.
12. Synergy and Referrer will comply with all laws, regulations, and rules applicable to the exercise of their rights and obligations under this Agreement. Prospective Customers becoming Referred Customers of Synergy under this Agreement shall solely be the customers of Synergy for securities brokerage purposes. Referrer shall not knowingly, either solely or in concert with other parties, market to Referred Customers for the purpose of inducing them to terminate their brokerage relationship with Synergy. This provision shall survive the termination of this Agreement for one calendar year from the date of termination.
13. All notices, approvals, consents and other communications required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service with written verification of receipt, or by registered or certified mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be sent to the addresses set forth above or to

such other address as may be specified by either party to the other in accordance with this Section.

14. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, delay by suppliers, material shortages, or any other cause beyond the reasonable control of such party.
15. In the event any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.
16. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
17. The parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, franchise or agency relationship between the parties. Neither party shall have the power to obligate or bind the other in any way in any manner. Synergy and Referrer shall maintain strict and total separation of their respective businesses and Referrer shall not engage in securities brokerage services.
18. This Agreement together with its exhibits, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning its subject matter. This Agreement may not be modified or amended, or any rights under it waived, except in writing signed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.
19. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, this Agreement was executed this ___ day of _____, 2004.

Synergy Investment Group, LLC

Referrer:

By: _____
Name _____
Title _____

By _____
Name _____
Title _____