

ITEM 1. PLAN INFORMATION.

The Company has entered into an agreement with certain consultants and advisors which provide for the issuance of shares of our common stock for services to us in lieu of cash compensation. In consideration for past and continuing services rendered and to be rendered to us until the term of the agreement expires or until such time as we shall generate sufficient cash flow from operations, if ever, in order to pay cash compensation to certain consultants and advisors, we have prepared this Form S-8 registration statement to provide for the issuance and registration of an aggregate of 3,000,000 shares to Gerard Serfati pursuant to a services agreement attached hereto as Exhibit 1.1.

ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION.

Upon written or oral request, any of the documents incorporated by reference in Item 3 of Part II of this Registration Statement (which documents are incorporated by reference in this Section 10(a) Prospectus), other documents required to be delivered to eligible employees, non-employees, directors and consultants, pursuant to Rule 428(b) are available without charge by contacting: Georges Benarroch, President, InterUnion Financial Corporation, 1232 North Ocean Way, Palm Beach, FL 33480 (561) 845-2849.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents have been filed by InterUnion Financial Corporation (the "Company") with the Securities and Exchange Commission (the "Commission") and are hereby incorporated by reference in this Registration Statement:

a) The Company's Quarterly Report on Form 10Q-SB for the period ended June 30, 2002, as filed with the Securities and Exchange Commission (the "Commission");

b) The Company's Annual Report on Form 10K-SB for the fiscal year ended March 31, 2002, as filed with the Securities and Exchange Commission (the "Commission");

c) The description of the Company's Common Shares contained in the Company's 10K-SB for the fiscal year ended March 31, 2002;

In addition, all documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date hereof and prior to the filing of a post-effective amendment which indicates that all securities registered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of the filing of such documents with the Commission.

-2-

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Subject to certain provisions of our by-laws, every director, officer and committee member shall be indemnified out of the Company's funds against all liabilities, loss, damage or expense, including but not limited to liabilities under contract, tort and statute or any applicable foreign law or regulation and all reasonable legal and other costs and expenses properly payable, incurred or suffered by him as director, officer or committee member; provided that the indemnity contained in the by-laws will not extend to any matter which would render it void under the laws of the State of Delaware.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

The exhibits to this registration statement are listed in the Exhibit Index on page II-5 of this registration statement, which index is incorporated herein by reference.

ITEM 9. UNDERTAKINGS.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

-3-

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(i) That, for the purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(ii) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filings on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Palm Beach, Florida, on the 26th day of August, 2002.

INTERUNION FINANCIAL CORPORATION

By: /s/ Georges Benarroch

 Name: Georges Benarroch
 Title: President and CEO

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Georges Benarroch and Peter Prendergast, and each of them acting individually, as his attorney-in-fact, each with full power of substitution, for him in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments), and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorney to any and all amendments to said Registration Statement.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<TABLE>

<CAPTION>

SIGNATURE	NAME	CAPACITY	DATE
----- <S>	----- <C>	----- <C>	----- <C>

/s/ Georges Benarroch -----	Georges Benarroch	President, Chief Executive Officer and Director	August 26, 2002
/s/ Peter Prendergast -----	Peter Prendergast	Director	August 26, 2002
/s/ Muriel Woodtli -----	Muriel Woodtli	Director	August 26, 2002

</TABLE>

EXHIBIT INDEX

<TABLE>
<CAPTION>

EXHIBIT NO.	EXHIBIT
-----	-----
<C>	<C> <S>
1.1	- Services Agreement between the Company and Gerard Serfati dated July 5, 2002.
5.1	- Opinion of Ledyard H. DeWees, P.A. as to the legality of the securities being registered dated August 26, 2002
24.1	- Power of Attorney (set forth on the signature page of this Registration Statement) dated August 26, 2002

</TABLE>

-
- * Incorporated by reference to the 10K-SB of InterUnion Financial Corporation filed with the Securities and Exchange Commission on June 28, 2002.
 - ** Incorporated by reference to Form S-8 Registration Statement of InterUnion Financial Corporation filed with the Securities and Exchange Commission on August 26, 2002.

SERVICES AGREEMENT

BETWEEN:

INTERUNION FINANCIAL CORPORATION

(hereinafter referred to as the "Company")

-and-

GERARD SERFATI

(hereinafter referred to as the "Serfati")

WHEREAS the Company is a corporation existing under the laws of the State of Delaware; and

WHEREAS the Company desires to generate and increase customer interest in the Company's products and services and explore merger/acquisition possibilities; and

WHEREAS, it is the intention of the parties to enter into a binding agreement based upon the terms set forth below.

1.0 FINANCIAL MARKETS ACCESS AND MERGER/ACQUISITION

1.1 Serfati will implement a program designed to generate interest in the Company's products and services and to explore acquisition opportunities. Serfati and any third parties retained in connection with this contract will limit disclosure to approved "Sales Material" and/or "Test the Water Material".

a. Serfati lead generation and acquisition program. Serfati will e-mail in Europe and the CIS approximately 2 million potential customers and a number of acquisition targets "Sales Material" and/or "Test the Water Material". This lead program shall be exclusive as to the potential customers/acquisition targets who will have been contacted by Serfati as a result of this program.

b. Serfati will approach on behalf of the Company a number of candidates for merger and/or acquisitions.

2.0 RETENTION OF SERFATI

2.1 The Company hereby retains Serfati on a non-exclusive basis for a term of two (2) years to perform the services outlined in Sections 1 and 2 herein. The term of this Agreement may be extended for additional 120 day periods upon mutual written agreement of the parties.

2.2 The Company shall pay Serfati an initial retainer of \$0, payment of which shall be made upon execution of this Agreement.

2.3 In addition to the retainer fee set forth in Section 2.2 above, the Company shall, upon execution of this Agreement, issue to Serfati 3,000,000 shares of the Company's common stock and the shares will be fully tradable and delivered before the program is started.

-6-

3.0 NO AGENCY

3.1 Serfati understands and acknowledges that this letter shall not create or imply any agency agreement between the parties, and Serfati shall not, nor shall Serfati have the right to, commit the Company, its officers, directors or shareholders in any manner except as shall have been specifically authorized in writing by the Company.

4.0 INDEMNIFICATION

4.1 In connection with the services which Serfati has agreed to render to the Company hereunder, the Company shall indemnify Serfati and any third parties retained in connection with this Agreement and hold them harmless against any losses, claims, damages or liabilities to which Serfati may become subject in connection with the rendering of such services except for losses, claims, damages or liabilities resulting from or arising out of gross negligence, misrepresentation or willful conduct of Serfati. Serfati will promptly notify the Company upon receipt of any notices of claim or threat to institute an action or proceeding for which it or any other person claims entitlement to indemnification pursuant to this provision and will promptly notify the Company after any such proceeding is commenced. In the event Serfati becomes involved in any action or proceeding for which it is indemnified hereunder and the Company neglects to defend in good faith any such action on behalf of Serfati, then Serfati shall be entitled to retain separate counsel of its choice and the Company shall reimburse Serfati for any legal or other expenses reasonably incurred by it in connection with investigating, preparing to defend or defending any lawsuits or other proceedings arising in any manner out of or in connection with the rendering of such services the Company agrees that the indemnification and reimbursement commitment set forth in this Agreement shall apply whether or not Serfati is a formal party to any such lawsuits or other proceedings.

4.2 Serfati agrees to indemnify and hold the Company, its officers, directors, agents and employees harmless from and against any losses, claims, damages, expenses (including reasonable counsel fees) or liabilities resulting from any actual or threatened actions, suits, proceedings or claim by third parties which arise out of violations of any federal or state securities laws due to Serfati's gross negligence, misrepresentation or willful misconduct.

4.3 The indemnity agreement contained in this Section 4 and the representations and warranties of the parties hereto contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement or (ii) any investigation made by Serfati or on behalf of Serfati or on behalf of the Company, its officers or directors or any other person controlling the Company.

5.0 MODIFICATION/SEVERABILITY

5.1 The Agreement is the entire agreement between the parties which may not be amended or modified except in writing, and shall be binding upon any inure to the benefit of the parties and their successors and assigns. If any provision of this Agreement, or part thereof, shall be held to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining part or any other provision.

6.0 HEADINGS

6.1 Headings are for convenience only and shall not affect the interpretation or meaning of the context thereunder.

-7-

7.0 REPRESENTATIONS OF THE COMPANY

7.1 By execution of this Agreement, the Company represents and warrants to Serfati, and Serfati shall be entitled to rely fully upon such representation, that (i) it has full and complete corporate authority to enter into this Agreement, (ii) that the officer executing this Agreement on behalf of the Company is duly empowered to so execute and, as of the date of signing, holds in good standing the office indicated and (iii) that the Company intends to be legally bound by the terms set forth herein which shall be governed and interpreted under the laws of the State of Florida without reference to any conflicts of laws, principles or rules.

IN WITNESS WHEREOF the parties have executed this agreement at Palm Beach, Florida on this 5th day of July 2002.

GERARD SERFATI

INTERUNION FINANCIAL CORPORATION

By: /s/ Gerard Serfati

By: /s/ Georges Benarroch

Gerard Serfati

Georges Benarroch, President and CEO

Exhibit 5.1

Direct Telephone:
Direct e-mail:

Ledyard H. DeWees, P.A.

August 26, 2002

InterUnion Financial Corporation
1232 North Ocean Way
Palm Beach Florida 33480

Securities & Exchange Commission
450 Fifth Street N.W.
Washington D.C. 20549

Re: InterUnion Financial Corporation Form S-8 Registration Statement

Ladies and Gentlemen:

INTERUNION FINANCIAL CORPORATION (THE "COMPANY")

We have acted as counsel for the Company, a Delaware corporation in connection with the above-captioned registration statement on Form S-8, filed by the Company registering 3,000,000 shares of common stock with the Securities & Exchange Commission.

We have examined the originals, or copies certified or otherwise identified to our satisfaction, of such corporate records and such other documents as we have deemed relevant as a basis for our opinion hereinafter expressed.

Based on the foregoing, we are of the opinion that the Shares are legally issued, fully-paid and non-assessable common shares of the Company.

In rendering this opinion, we do not express any opinion as to the laws of any jurisdiction other than the laws of Delaware.

We hereby consent to the filing of this opinion as an exhibit to the Company's Form S-8 Registration Statement with respect to the Registration Statement.

Yours faithfully
LEDYARD H. DEWEES, P.A.