

## EquityBoost Consulting Agreement

You the undersigned, desire Brian Smith doing business as EquityBoost (hereafter "We" or "Our") to perform consulting services for you.

We have prepared this agreement to make it clear how we work and how we expect to be paid for our work. Problems arise when these matters are not understood up front. We want to have a pleasant and rewarding relationship with you our client.

Strategy development is costly. It is costly in terms of time spent by you and in paying us to do work on your behalf. It can also be very costly if the strategy/indicator is traded and does not, for whatever reason, live up to its historical testing or expectations. The upside is that a successful strategy can produce a good return on ones investment of both time and money.

Our goal is to help you achieve your goal of a profitable strategy or useful indicator.

We do not accept strategy development work on the basis of "Please improve my strategy" or "Make it so it is profitable." The reason that we cannot accept work on this basis is that there is no guarantee that we can do what you ask of us. If we were to take on such a task, spend many many hours trying to do that for you, and in the end could not deliver a strategy that fulfilled your desires, then you would not be a happy client.

We are not in the business of selling or using our own trading ideas or methods to you for use in your strategy or indicator. We are not trading or market gurus.

We are professional software developers and experienced traders. We can work with you to convert *your* methods into an automated strategy or indicator. However, you must realize that it is not always possible to do this successfully. It depends on the nature of the method and how amenable it is to computerization and how well you can communicate the method to us. The process of determining this can also take time. Also, after all is said and done, it may be that the resulting strategy or indicator is not useful, profitable or tradable. That is a risk that you are taking and that we specifically are not taking. We do not guarantee that the strategy or indicator that we code for you will be useful, profitable or without errors. Trading is a very difficult business and so is strategy development. We cannot guarantee your success. We can only provide our technical skills in Easy Language/C++ coding and testing and/or give you our evaluation (opinion) of your strategy's fitness for trading. We can also help to educate you about some of the pitfalls and danger-zones of strategy testing and automation.

We are happy to convert an idea into code so that you can test it or have us test it for you. Realize that it may require a number of attempts to get the strategy or indicator to do things just the way you want and that in some circumstances it will not be possible to make it do some of the things that you would like it to do. We will work with you to help you understand these issues should the need arise. We can take an existing strategy or indicator and modify it providing you can specify what changes you would like us to

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make in its operation.

**All work is done on an hourly basis.** We can give you our best estimate of how long we think it might take to do the work you ask us to do. However, estimates are just that, estimates. We do not guarantee that the work will be done within the estimated time. The nature of software development makes it very difficult to give accurate estimates; it is not like getting an estimate for the repair of your car or a plumbing job. We will inform you as soon as it becomes evident that the work is going to exceed the estimated time and you have the option of taking the work as-is after the estimated number of hours have been completed or you may instruct us to continue with the work. Please feel free to ask us for a revised estimate. If you instruct us to proceed you agree to pay for the additional work we do for you. Payment of the initial estimate is required in advance. Payment for additional hours beyond the estimate is to be made in two-hour increments, each increment being billed upon the completion of two hours of billable services. If you wish to pay in advance for a larger block of hours that is also acceptable. **Hours worked are not refundable.** You should inform us immediately if you do not want us to continue working on your behalf.

**Hours worked are billed at the rate of US\$100.00 per hour.** The following is a list of what activities are considered billable hours worked:

Time spent analyzing, designing, coding and testing.

Time spent documenting the work (if you ask us to provide documentation)

Time spent optimizing inputs for the code. (If you do not want us to spend any time on this please inform us.)

Time spent examining the trades made on the chart to see that they are being made as desired.

Time spent with you on the phone or in person discussing the work being done or that has been done. Time spent corresponding with you via mail, email or instant messaging. If you choose to give your specification over the phone rather than in writing then the time spent on the phone with you is also billable.

Time spent training or educating you or helping you in the use of the Trade Station platform or the software we create for you.

Evaluating your strategy's Strategy Performance Report.

Any use of other tools such as EXCEL, portfolio management tools, etc. to evaluate strategy performance.

When you ask us to evaluate your strategy, all time spent for that purpose is billed on a per hour basis and can include some or all of the above mentioned billable items.

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Time spent correcting any errors or problems found from any of the above activities.

Basically, when we are spending time working with you or on what you have asked us to do for you then you will be billed for that time. If you have any questions about what is or is not billable please ask.

**SOFTWARE DEVELOPMENT IS NOT A PERFECT SCIENCE. IT IS POSSIBLE THAT THE WORK MAY HAVE ERRORS. WE CANNOT GUARANTEE THAT THE WORK WILL BE ERROR-FREE. WE DO OUR VERY BEST TO ENSURE THE WORK IS WITHOUT ERROR AND WILL WORK WITH YOU TO CORRECT ANY ERROR THAT IS FOUND. WE CANNOT, GIVEN THE NATURE OF THE USE TO WHICH THIS SOFTWARE IS EMPLOYED, BE RESPONSIBLE FOR ANY LOSSES WHATSOEVER THAT MAY RESULT FROM YOUR USE OF THE SOFTWARE OR ADVICE THAT WE PROVIDE YOU. YOU AGREE TO NOT HOLD EQUITYBOOST, BRIAN SMITH OR THEIR ASSIGNS RESPONSIBLE FOR ANY DAMAGES WHATSOEVER WHETHER REAL OR IMAGINED RESULTING FROM ANY SOFTWARE WE DEVELOP FOR YOU OR ARISING FROM ANY WORK WE DO FOR YOU. WE DO NOT WARRANT THAT THE SOFTWARE WE DEVELOP WILL BE SUITABLE FOR ANY SPECIFIC PURPOSE INCLUDING THE TRADING OF SECURITIES AND THAT ANY USE TO WHICH YOU PUT THE SOFTWARE IS SOLELY AND ONLY AT *YOUR* OWN DETERMINATION, EVALUATION AND RISK.**

**YOU UNDERSTAND THAT TRADING IN SECURITIES IS A HIGH-RISK ACTIVITY AND ANY LOSSES YOU INCUR FOR WHATEVER REASON ARE NOT OUR RESPONSIBILITY BUT SOLELY AND ONLY YOUR OWN RESPONSIBILITY.**

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By signing below you are affirming that you have read and fully understand and agree to all the above terms and conditions for having work performed by Brian Smith and EquityBoost

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Full Name [please print clearly]

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
E-Mail address

Home phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Work phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Please charge my credit card for the payment of any services rendered under this agreement (please provide a credit card even if payment is to be made by PayPal) :

\_\_\_\_\_  
Credit card number Expires: \_\_\_\_/\_\_\_\_

CVM#: \_\_\_\_\_

\_\_\_\_\_  
Name on card

\_\_\_\_\_  
Billing address for the card (if different than the above address)

\_\_\_\_\_/\_\_\_\_\_  
Signature of cardholder Date

05/10/06