



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is entered into as of the _____ day of _____, 200____, by and between OneStepRemoved.com, LLC, (“OSR”) and _____, (“Client”) (each, a “Party,” collectively, the “Parties”).

WHEREAS, OSR provides various products and services related to spot foreign exchange trading (“Forex”), including but not limited to, the development of proprietary trading systems and software in computer code format;

WHEREAS, Client has developed a Forex trading system or specifications for a custom software application that may be based on financial indicators and other variables; and

WHEREAS, Client wishes to have OSR develop Client’s Forex trading system or custom software application in computer code format.

NOW THEREFORE, in consideration of the premises and the covenants and representations contained herein, the Parties hereby agree as follows:

1. DESCRIPTION OF SERVICES

1.1. Client will provide OSR with a completed estimate request, along with any other information reasonably required by OSR to perform its obligations hereunder (collectively, the “Specifications”). Upon receipt of Client’s Specifications, OSR will provide Client with a fixed cost estimate to develop Client’s Forex trading system or custom software application in computer code format (the “Product”). Upon Client’s payment and OSR’s receipt of OSR’s quoted price, OSR will commence development of the Product (the “Effective Date”).

1.2. “Delivery” of the Product to Client will occur within ten (10) business days after the Effective Date unless otherwise stated and agreed to by both parties in writing. If Client alters the Specifications after the Effective Date, OSR reserves the right to invoice Client for the reasonable costs incurred in connection with such alteration, and Client agrees to pay such costs prior to Delivery. Any alteration of the Specifications by Client may delay Delivery by up to fifteen (15) days from OSR’s receipt of each alteration. Client agrees to accept the Product upon Delivery.

2. PAYMENT

2.1. Client agrees to pay all amounts payable to OSR in accordance with this Agreement prior to Delivery.

Client initials

Client acknowledges and agrees that OSR may withhold Delivery of the Product until Client has paid all amounts due and payable to OSR.

3. TERM & TERMINATION

3.1. The term of this Agreement will commence on the date first written above and will expire upon OSR's Delivery of the Product to Client.

3.2. OSR may terminate this Agreement immediately upon written notice to Client at any time. In the event that OSR terminates this Agreement prior to Delivery but after Client has paid for the Product, OSR will return such payment to Client.

3.3. Sections 2, 3.3, and 4 through 10 of this Agreement will survive any termination or expiration of this Agreement.

4. INTELLECTUAL PROPERTY

4.1. For the purpose of this Agreement, the term "Copyright" shall include all copyrights, trade secrets, patents, trademarks and other intellectual property rights.

4.2. Subject to Sections 5.1, 5.2. and 6.2. herein, Client's rights, if any, to Client's trading system or custom software application will be unaffected by this Agreement. Client grants to OSR a royalty-free, worldwide, perpetual, non-exclusive license to use any information provided by Client to OSR for the purpose of developing the Product. Client grants to OSR the right to use any source code developed through the course of its paid work with the Client for the purpose of developing other custom software applications, including paid work for other customers.

4.3. Client will retain remaining Copyright ownership of computer code in any language and other materials used in developing the Product upon expiration or termination of this Agreement.

5. CONFIDENTIALITY

5.1. For the purpose of this Agreement, "Confidential Information" includes any and all information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") and not generally known to the public. "Confidential Information" does not include information that the Receiving Party can demonstrate: (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) has been rightfully received from a third party authorized to make such disclosure or not restricted from making such disclosure; (iv) was independently developed by the Receiving Party without the use of the other Party's Confidential Information; (v) has been approved for release by prior written authorization of the Disclosing Party; or (vi) is required to be disclosed by government or regulatory authority, court order or applicable law, provided that the Receiving Party provides the Disclosing Party with prompt advance notice thereof.

5.2. The Receiving Party agrees that it will not use or disclose the Disclosing Party's Confidential Information in any manner inconsistent with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. OSR MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION, THE PRODUCT. CLIENT AGREES TO ACCEPT THE PRODUCT ON AN "AS IS" BASIS. OSR DOES NOT GUARANTEE THAT THE PRODUCT WILL BE COMPATIBLE WITH ANY EQUIPMENT OR SOFTWARE PROVIDED BY CLIENT. OSR SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF

Client initials

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION, THE PRODUCT.

6.2. Client represents and warrants that nothing contained in the Specifications infringes upon any third party Copyright.

6.3. Custom software products supplied to the Client may contain previously developed source code.

7. LIMITATION OF LIABILITY

7.1. Client acknowledges that OSR does not solicit or offer investment advice, nor does OSR advise, recommend or render an opinion with respect to the Product or Client's Specifications. Client will not seek to hold OSR responsible in any way in connection with results to be obtained by Client's (or any third party's) use of the Product.

7.2. IN NO EVENT SHALL OSR BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES) OR CLAIMS (INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION SOUNDING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) ARISING FROM THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, USE OF THE PRODUCT, EVEN IF OSR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF OSR TO CLIENT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO OSR HEREUNDER.

8. INDEMNIFICATION

8.1. Client agrees to indemnify, defend and hold harmless OSR from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") incurred by OSR should any of Client's representations and warranties herein fail to be true and correct. Client further agrees to indemnify, defend and hold harmless OSR from and against any and all Losses incurred by OSR in the enforcement of any of the provisions of this Agreement, including, but not limited to, Sections 6 and 7 herein.

9. GENERAL

9.1. Notice. All notices hereunder must be in writing and be delivered personally, by facsimile followed by written confirmation, verifiable form of standard electronic communication or by internationally recognized courier service to the Parties set forth in this Agreement or to such other address as may be furnished by one Party to the other Party pursuant to this Section 9.1.

9.2. Governance & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of laws principles. The Parties agree to submit to the jurisdiction of the state and federal courts located in Dallas County, Texas, for the adjudication of any case or controversy arising under or in connection with or related to this Agreement, and the Parties hereby waive their right to a trial by jury in any such litigation.

9.3. Amendments & Waivers. No modification, amendment or waiver to this Agreement will be effective unless in writing and signed by both Parties. No failure or delay by either Party in exercising any right, power or remedy hereunder will operate as a waiver of such right, power or remedy.

9.4. Severability. In the event that any part of this Agreement is determined by a court of competent

Client initials

jurisdiction to be invalid, all other provisions will remain in full force and effect.

9.5. Section Headings. The section headings contained in this Agreement are intended for convenience of reference, and will not affect its interpretation.

9.6. Independence. The Parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other Party for any purpose, nor shall either Party have any authority to create any obligation on behalf of the other Party.

9.7. Force Majeure. Any delay or failure of performance by either Party will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of that Party, including, but not limited to, acts of God, civil or military authority, strike or other labor dispute, fire, government restriction or otherwise.

9.8. No Offers of Employment. Client agrees to not offer permanent employment, freelance or any other form of paid work opportunities to employees, contractors, partners or other workers affiliated with OSR.

9.9. Entire Agreement. This Agreement (including all executed Schedules hereto) represents the entire agreement by and between the Parties with respect to the subject matter hereof.

10. CLIENT SCOPE

OSR's delivery of the services are dependent on Client involvement in all aspects of the services, the ability to provide accurate and complete information as needed, timely and effective completion of the responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by the Client as set forth herein.

- i. Provide a Project Manager to participate in the Project. This customer representative will:
 - a. Work with the Catapult Project Manager to deliver the Project on schedule.
 - b. Make key day-to-day decisions and provide a single point of contact
 - c. Accept deliverables
- ii. Provide, as needed, personnel knowledgeable in the current customer systems
- iii. Provide, as needed, business user representatives or subject matter experts
- iv. Provide, as needed, software generated log files, screenshots or other forms of documentation to troubleshoot issues
- v. Provide necessary work site or computer access as well as necessary customer systems log-ons and passwords
- vi. Assume responsibility for management of all non-OSR managed vendors
- vii. Provide access with proper licenses to all necessary tools and third party products required for OSR to complete its assigned tasks
- viii. Acquire and install the appropriate computing capacity to support the development and test environments
- ix. Provide details of all relevant policies and standards which may have a bearing on the design, testing or implementation of any new technology
- x. If necessary, provide necessary guidelines/tools/templates to enable the project team to deliver end-of-project deliverables which meets customer specific QA requirements

In performing our services, we will rely upon any instructions, authorizations, approvals or other information provided to us by your Project Manager or by any other personnel identified by your Project Manager.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

OneStepRemoved.com, LLC

CLIENT

Company: _____

Signature:

Signature:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Client initials