

Consulting Agreement

ask Slim
Trader • Analyst • Mentor



THIS IS A CONSULTING AGREEMENT (the "Agreement"), dated this day of _____ (Date) BETWEEN:

(Company or Individual)

(Street Address)

(City, State Zip) (Hereafter referred to as the
"Customer")

-AND-

Steven L. Miller of AskSlim.com, 3150 N. Sheridan Rd, 2C
Chicago, Illinois 60657

(Hereafter referred to as the "Consultant")

BACKGROUND

- A. The Customer is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide the Service to the Customer
- B. The Consultant is agreeable to providing such Services to the Customer on the term and conditions set out in this agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which considerations is hereby acknowledged, the Customer and the Consultant (individually and collectively) agree as follows:

1. **Services Provided:** The Customer hereby agrees to engage the Consultant to provide the Customer with Services consisting of:
 - a. Hedge fund and trader support, including sessions with the fund manager, designated traders and general manager, to explore issues that may be personal or technical in nature and may be inhibiting successful engagements in the financial markets or, specifically, execution of the fund's model. Other areas of focus may include improving execution in the markets, issues dealing with draw downs and related interactions with the Customer's client(s), review of strategic and analytical approach to the markets, risk management and general portfolio balance issues, education on technical analysis in general, support of Customer's technical analysis and chart evaluation, and general educational subjects involved in engaging in the financial markets.
 - b. The Services will also include other specific needs communicated by the Customer within the realm of engagement in the financial markets which the Parties may agree on.
 - c. Services may be delivered by phone, email, internet or on site.



2. **Term and Termination:** The term of this Agreement will begin on the effective date of this Agreement and will remain in full force and effect until the completion of Services. Either party may terminate this Agreement without cause upon ten (10) days prior written notice to the other Party. Either Party may end this Agreement immediately upon notice to the other party if the other party materially breaches any provision of this agreement.
3. **Performance:** The Parties agree to do everything necessary to ensure that the terms of the Agreement take effect.
4. **Currency:** Except as otherwise provided in this Agreement, all monetary amounts referred to in the Agreement are in USD (US Dollars).
5. **Compensation:** For the Services rendered by the Consultant, as outlined by this Agreement, the Customer will provide compensation to the Consultant as follows:
 - a. Hourly at the rate of \$785 per hour, billed monthly. Fees will be charged in a minimum of 15-minute increments.
 - b. Blocks of 10 hours of Services may be paid for in advance and will receive a 10% reduction from the hourly rate of \$785 per hour to the cost of \$7065 per 10-hour block.
 - c. Services delivered at the Customer site will be charged at the day rate of \$7500 plus travel and expenses. Payments for these services will be made in two payments; 50% due in advance upon agreement of an engagement and 50% plus expenses upon completion.
 - d. Cancellation of full-day(s) engagements prior to two weeks in advance of scheduled sessions are refunded their initial payment minus costs incurred by the cancellation. Cancellations made within two (2) weeks are subject to same costs incurred due to cancellation plus 25% of the full engagement fee.
6. **Confidentiality:** The Consultant and Customer will hold all documentation, records or confidential information as confidential. The Customer and Consultant will keep the nature of this agreement and services as confidential. Specific aspects of our Customer-Consultant relationship may be shared with Customer's clients or others upon agreement of both Parties in writing in advance.
7. **Ownership and Use of Materials:** In order to protect their respective good will, each Party contains the absolute right to review and approve any use of its name, logo, trademarks, service marks, and mailing lists by the other party, and neither party shall use the name, logo, trademarks, service marks, mailing lists or proprietary or intellectual property of the other party without prior written consent which may be withheld in each Party's sole discretion. The above includes any intellectual property created by the Consultant or Customer during the term of this Agreement.
8. **Capacity:** In providing these Services under the agreement, it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Customer acknowledge that this agreement does not create a partnership or joint venture between them, and is exclusively a contract for Service.



9. **Notices:** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing (or email) and delivered to the Parties of this Agreement as follows:
 - a. _____
 - b. _____
 - c. Steve Miller, slim@askslim.com
10. **Modifications:** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this agreement will only be binding if evidenced in writing signed by each Party. No extension or variation of this Agreement will operate as a waiver of this provision.
11. **Assignment:** The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.
12. **Entire Agreement:** It is agreed that there is no representation, warranty collateral agreement or conditions affecting this Agreement except or as expressly provided in this Agreement.
13. **Gender:** Words in the singular mean to include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
14. **Governing Law:** It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois and Texas, without regard to the jurisdiction in which any action or special proceedings may be instituted.
15. **Severability:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.
16. **Waiver:** In the event, by either Party, of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
17. **Disclaimer:** Consultant may at times share analysis relating to the financial markets. Such analysis will always be educational in nature and not to be construed as buy or sell recommendations.
18. **Limitation of Liability:** With regard to the services to be performed by the Consultant pursuant to the terms of this Agreement, the Consultant shall not be liable to the Customer, or to anyone who may claim any right due to any relationship with the Consultant, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to willful misconduct or gross negligence of the Consultant. The Customer shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, settlements, attorneys' fees, and attachments arising from or growing out of such services rendered to the Customer pursuant to the terms of this Agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Consultant and the Consultant is adjudged to be liable for willful misconduct or gross negligence by a court of competent jurisdiction.



AGREEMENT: The signatures on this Agreement demonstrate the intent to fulfill the Agreement above and reflect a complete understand of services to be provided. As Customer, I understand and agree that I am fully responsible for myself, my participation, my wellbeing, choices, decisions, and actions taken personally or professionally in general or in regard to _____(company).

Client Signature

Date

Name of Client (Please Print)

Steven L. Miller, Coach

Date