

90056

TREX TREND FOLLOWING AGREEMENT

Jeremy Wallace, hereinafter referred to as the “**CONTRACTING PARTY**”); and

Marylebone Holdings, having its principal office located at [11654 Plaza America Drive #224], [Reston], [VA], [US], registered under Federal Tax ID No. [54-1882242], herein duly represented pursuant to its Bylaws (hereinafter referred to as the **CONTRACTED PARTY**), hereby agree to execute this SERVICE AGREEMENT, pursuant to the clauses and terms set forth below:

CLAUSE 1 – Object

1.1. For the purpose of this Service Agreement, the **CONTRACTED PARTY** shall provide the **CONTRACTING PARTY** with the TREX trading system from Trend Following/Marylebone Holdings, LTD. This system does not include TradeStation® code, but rather all system logic and rules.

CLAUSE 2 – Obligations of the Parties

2.1. Obligations of the **CONTRACTED PARTY**:

2.1.1. The **CONTRACTED PARTY** shall faithfully perform the services stipulated in this Agreement in strict compliance with the quality standards applicable to services of this nature.

2.2. Obligations of the **CONTRACTING PARTY**:

2.2.1. To make payment in accordance with the correct performance of the services in the manner stipulated in this Agreement.

CLAUSE 3 – Price and Payment

3.1. For the Services described herein, the **CONTRACTING PARTY** shall pay the **CONTRACTED PARTY** the amount of (\$2,247 USD).

3.2. The **CONTRACTING PARTY** shall pay the **CONTRACTED PARTY** upon the signed execution of this agreement. Payments shall be made via bank wire to: The Business Bank, 133 Maple Avenue East, Vienna, VA. Account name: Marylebone Holdings, LTD. Account Number: 1039377. ABA (swift) Number: 056004623.

CLAUSE 4 – Validity and Termination

4.1 This Service Agreement shall become effective as of the date of its signature and will remain in effect until the fulfillment of all the obligations assumed by the Parties.

CLAUSE 5 – Confidentiality

5.1. The **CONTRACTING PARTY** shall maintain the most complete and absolute confidentiality of the **CONTRACTED PARTY**'s code, systems, data, materials, information, documents, technical or commercial specifications, innovations or enhancements, which the **CONTRACTING PARTY** may gain knowledge of, or access to, by virtue of this Agreement. In addition, the **CONTRACTING PARTY** shall not, under any pretext, disseminate, disclose, reproduce or use such information or provide knowledge of them to third parties or to those who are not involved in this Agreement, being subject to the penalties of the law of the United States of America and the State of Virginia even after the termination or validity of the present Agreement.

CLAUSE 6 – General Provisions

6.1. This Agreement shall not create any employment relationship between the **CONTRACTING PARTY** and the **CONTRACTED PARTY**.

6.2. Neither Party shall be held responsible, or be considered a defaulter, as a result of delays in fulfilling this Agreement that are proved to have been caused by fortuitous events or force majeure.

6.3. This Agreement constitutes the sole and entire agreement between the Parties for the purpose described herein, superseding any previous understandings or negotiations, verbal or written, between the Parties.

6.4. Any modification, alteration or amendment to the present Agreement shall only be effective if made in writing and signed by both Parties.

CLAUSE 7 – Worldwide Jurisdiction

7.1. All disputes and claims arising in connection with this Agreement shall be determined by binding arbitration in Fairfax County, Virginia USA only.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year below.

July 10, 2012



CONTRACTING PARTY

Name: **Jeremy Wallace**

Position:

Address: 3684 Horseshoe Trail

State: Lexington Ky

Country: USA

Phone: 859 420-9234

Email:

Jeremy.Wallace@VBS.com

CONTRACTED PARTY

Name: **Michael Covell**

Position: President, Marylebone Holdings