December 28 2007

Capital Partners Corporation
1235 Bay Street Suite 202
Toronto Ontario M5R3K4
416-968-9800

MSF Engagement Agreement

This letter represents a binding agreement between Capital Partners Corporation (CPC) and MedcomSoft Inc. and its subsidiaries (MSF) in which CPC agrees to provide the services of Steven Small (Small): (1) to work as a consultant to MSF and to assist Florida Institute for Human and Machine Cognition (IHMC) and Rob Wilson to perform due diligence and to develop and deliver a report to the Board of MSF which provides an assessment and recommendations to MSF regarding governance, organizational, and managerial structure and actions, including general non professional financial advice that are cumulatively believed to best provide MSF with the opportunity to advance its business and the forgoing is acknowledged by MSF to be the entire scope of work undertaken in connection with this consulting activity; (2) to become a member of the Board of MSF as outlined below; and (3) to work as catalyst, participant and advisor regarding financing(s) for MSF as outlined below.

All services are on a best efforts basis only and no specific results, representations nor guarantees are implied, guaranteed or inferred.

MSF herein covenants and guarantees to CPC and to Steven Small comprehensive total and irrevocable release and indemnity with respect to any actions whatsoever directly or indirectly from any parties or any source whatsoever associated with the performance or lack thereof pertaining directly or indirectly with respect to any and all activities whatsoever (excluding criminal fraud) arising under this Agreement. Such releases and indemnities shall include, but not be limited to any and all releases and indemnities provided to IHMC or Rob Wilson.

The initial compensation for services provided hereunder shall be in the form of $10,000.00 plus all applicable taxes payable which the parties acknowledge that was paid by MSF on Wednesday, December 19, 2007. Expenses shall be paid immediately upon submission of invoice and all expenses over $50.00 per expense shall have original receipts attached. To be clear, non receipted plus non receipted invoices for expenses shall not exceed $250.00 per week without prior written approval from MSF, such approval to be valid when transmitted vie email, facsimile or physical letter delivered by the CEO or CFO of MSF.

Additional deferred compensation in the amount of $15,000.00 plus applicable taxes shall be paid in the same manner on the earlier of delivery of the IHMC report or the business day that MSF receives a financing in any form from any source and MSF herein undertakes to promptly inform CPC of any pending or received monies from any such financing.

In addition, MSF herein agrees that CPC or its nominee as directed shall, no later than the date after this Agreement is signed by the parties hereto, be granted 300,000 options to purchase shares in MSF. Such options shall be exercisable at lowest permissible share price on the date of grant and shall remain irrevocably exercisable for a period of 10 years. All other terms of the options shall be subject to MSF's stock option plan and the rules of the Toronto Stock Exchange.

CPC acknowledges and confirms that it is a Limited Market Dealer in good standing in the Province of Ontario and, in the event that CPC, Steven Small, IHMC, or Rob Wilson (the "advisors") participate in preparing materials or participating in discussions or meetings (internally or externally) that result in MSF obtaining any financing completed during a two year period after the date of this Agreement in any form including debt, CPC shall be paid on closing the following:

(a) with respect to the first $1,000,000 of gross proceeds received from MSF from the financing, warrants to purchase such number of common shares of MSF as is equal to 10% of the number of common shares issuable pursuant to the financing; and

(b) With respect to the gross proceeds in excess of $1,000,000 up to a maximum of $10,000,000, (i) warrants to purchase such number of common shares of MSF as is equal to 10% of the number of common shares issuable pursuant to the financing; and (ii) cash compensation equal to 2.5% of the total gross proceeds raised.

In the event that the advisors introduce new sources (excluding, for greater certainty, any existing shareholders of MSF) of financing (such financing to include the total financing closed by such investors or co-investors or participating investors accepted by the MSF, and such financing is completed within 3 years from the date of this Agreement, CPC shall be paid on closing, in respect of the proceeds raised from such new sources only and instead of the warrants and cash compensation payable as contemplated in paragraphs (a) and (b) above, a cash commission of 8% plus warrants to purchase such number of common shares of MSF as is equal to 8% of the number of common shares issuable pursuant to the financings.

All warrants described above shall be irrevocably exercisable for a term of 5 years from the close of the applicable financing at an exercise price equal to the share price at which the applicable financing was conducted.

In the event that CPC is formally engaged specifically as advisor for a financing, separate terms shall be agreed.

Small shall, upon signing of this agreement, receive an invitation to join the Board of MSF as Chairman. Dr. Aita will remain as a Director but shall resign as Chairman in favour of Small immediately upon Steven Small consenting to serve as Director.

When he agrees to become a Director, one current Director shall resign. Three additional Directors shall resign in favour of the appointment of new independent Directors upon Small's and/or Wilson's request. Small shall also serve as Chairman of a newly formed Special

Executive Committee mandated to review and recommend to the Board, actions pursuant to the scope of work outlined in this Agreement and other such opportunities and material actions that may enhance the business of MSF. The Special Executive Committee shall have the reasonable right to engage independent advisors at the expense of MSF to be directly paid by MSF or to be reimbursed to the payer member(s) of the Special Executive Committee.

MSF shall provide its corporate indemnity (to the full extent allowed by law, corporate authority, or other corporate contract) in the most comprehensive scope permitted by law and regulations in addition to Directors and Officers (D&O) liability insurance which MSF covenants to maintain in good standing at all times. The Corporation shall use its commercially reasonable efforts to ensure that the D&O insurance is at all times fully paid and in full force and effect.

Steven Small shall not provide formal consent to act as a director until he receives a complete copy of the D&O policy and is satisfied with its coverage. MSF shall use its commercially reasonable efforts to have the D&O Policy include Side-A DIC limits.

Small shall receive Director compensation for his first 12 months of service in the amount of 150,000 options exercisable for a period of 10 years regardless of tenure plus, for his role as Chairman, an additional 50,000 options for each subsequent year granted on the annual anniversary of the commencement of his service during his tenure as a Director. In addition, after the receipt of the report from IHMC, and upon receipt of cumulative financing for MSF in any form in excess of $1,000,000.00 an honorarium of $25,000.00 for his first 12 months of service as a Director (retroactive to his first day of service), payable upon the receipt of such financing plus an additional $50,000 for his role as Chairman, plus reasonable expenses as approved by the Board plus $2,500 per meeting other than the four quarterly meetings of the Board and Committees ($1,250.00 for meetings less than 1 hour in duration). An additional $5,000.00 shall be paid to Small for serving as Chairman of any other committees plus $3,000.00 for service on the Audit Committee.

All annual honouraria with the exception of the honoraria for the first 12 months of service shall be made on a quarterly basis at the commencement of each quarter. Meeting and other fees and reimbursements shall be made on the last day of each month.

In addition, MSF shall create and submit to approval to its shareholders at the next annual shareholders meeting, a Deferred Share Plan for Employees and Directors equal to 5% of the total shares of MSF.

During his tenure, and for a period of 5 years after his tenure ends for any reason whatsoever, Steven Small shall be included, at MSF expense at the highest level of MSF benefit plan available within MSF from time to time. All medical or dental related expenses not otherwise covered in any benefit plan will be reimbursed upon submission of receipt of invoice for services. Benefits shall include his family.

MSF covenants that if Small is not re-elected as a Director of MSF (other than as a result of fraud) or is removed pursuant to a change of control of MSF, or gives notice of retirement, a final payment of 250% of the prior year's Director's compensation shall be made forthwith in a single payment.

This Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by the laws of the Province of Ontario and federal laws of Canada applicable therein.

Accepted this 28 day of December, 2007;

MEDCOMSOFT INC.

Per: ______________________
Sami Aita
Chief Executive Officer
Authorized Signing Officer

____
Steven Small

CAPITAL PARTNERS CORPORATION

Per: ______________________
Steven Small
Chief Executive Officer
Authorized Signing Officer