

**SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**FORM S-8**

**REGISTRATION STATEMENT**

**UNDER**

**THE SECURITIES ACT OF 1933**

**Trading Solutions.com, Inc.**

(Name of small business issuer in its charter)

<b>Nevada</b>	<b>88-0425691</b>
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer I.D. No.)

**2 Rodeo Court, Toronto, Ontario Canada M2M 4M3**

(Address of Principal Executive Offices)

**Business Consulting Agreement**

(Full title of the plan)

**Ralph Moyal, 2 Rodeo Court, Toronto, Ontario Canada M2M 4M3**

Name and address of agent for service

**416-512-2356**

Telephone number, including area code, of agent for service:

**CALCULATION OF REGISTRATION FEE**

Title of Securities to be registered	Amount to be registered	Proposed maximum offering price per unit *	Proposed maximum aggregate offering price *	Amount of registration fee
Common Stock	120,000	\$1.01	\$121,200	\$30.30

\* Estimates of the proposed maximum offering price per unit and proposed maximum aggregate offering price solely for calculating the registration fee pursuant to Rule 457(c) and (h) of the Securities Act of 1933, and based on the average bid and asked price of the registrant's common stock as of September 1, 2001, a date within five business days prior to the date of filing of this registration statement.

**Part I.**

**INFORMATION REQUIRED IN SECTION 10(a) PROSPECTUS**

**Item 1. Plan Information**

A copy of the Business Consulting Agreement (the "Plan") is attached hereto and incorporated herein by this reference.

**Item 2. Registrant Information**

Copies of the Plan and all documents incorporated by reference in Item 3 of Part II of this registration statement are also incorporated as part of the Section 10(a) prospectus by this reference, and shall be made available to the Plan's participants upon written or oral request. Requests for such information should be directed to the Company at 2 Rodeo Court, Toronto, Ontario Canada M2M 4M3, telephone 416-512-2356.

**Part II**

**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

### **Item 3. Incorporation of Documents by Reference**

The following documents filed by Trading Solutions.com, Inc., a Nevada corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") are hereby incorporated by reference:

1. The Company's Form 10-KSB filed with the Securities and Exchange Commission on July 13, 2001;
2. All other reports filed pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") for the past twelve months; and
3. The description of the Common Stock contained in the Company's Form SB-2 Registration Statement filed on August 23, 1999 under the Securities Act of 1933 as Amended, including any amendment or report filed for the purpose of updating such description.

Prior to the filing, if any, of a post-effective amendment that indicates that all securities covered by this Registration Statement have been sold or that de-registers all such securities then remaining unsold, all reports and other documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act shall be deemed to be incorporated by reference herein and to be a part hereof from the date of the filing of such reports and documents.

### **Item 4. Description of Securities**

The common stock of the Company being registered pursuant to this Registration Statement is part of a class of securities registered under Section 12 of the Exchange Act. A description of such securities is contained in the Company's initial Form SB-2 Registration Statement filed with the Commission on August 23, 1999, and any amendment or report filed for the purpose of updating such description is incorporated herein by reference. (See "Item 3. Incorporation of Documents by Reference.")

### **Item 5. Interests of Named Experts and Counsel**

Lehman Walstrand & Associates, LLC, Salt Lake City, Utah, is corporate counsel to the Registrant and has rendered an opinion as to the Common Stock offered hereby.

### **Item 6. Indemnification of Directors and Officers**

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to members of the board of directors, officers, employees, or persons controlling the Company pursuant to the immediately subsequent provisions, the Company has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

An officer or director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as an officer or director, except for liability to the Corporation or to its shareholders for monetary damages for (i) acts of omissions which involve intentional misconduct, fraud or knowing violation of law, or (ii) the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes.

Any repeal or modification of the indemnification rights granted to officers and directors of the corporation shall be prospective only, and shall not adversely affect any limitation of the personal liability of an officer or director of the Company for acts or omissions prior to the repeal or modification of the right of indemnification.

In accordance with the provisions referenced above, the Company will indemnify to the fullest extent permitted by its Articles and Bylaws, and in the manner permissible under the laws of the State of Nevada, any person made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he is or was a director or officer of the Company, or served any other enterprise as director, officer or employee at the request of the Company. The Board of Directors, in its discretion, will have the power on behalf of the Company to indemnify any person, other than a director or officer, made a party to any action, suit or proceeding by reason of the fact that he or she is or was an employee of the Company.

Insofar as indemnification for liabilities arising under the Act may be permitted to directors, officers and controlling persons of the Company, the Company has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceedings) is asserted by such director, officer, or controlling person in connection with any securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issues.

The foregoing discussion of indemnification merely summarizes certain aspects of indemnification provisions and is limited by reference to the Sections of the Nevada Revised Statutes set forth above and the provisions of the Company's Bylaws and the Company's Articles of Incorporation, or any amendments thereto.

### **Item 7. Exemption from Registration Claimed**

No restricted securities are being reoffered or resold pursuant to this registration statement.

## Item 8. Exhibits

The exhibits attached to this Registration Statement are listed in the Exhibit Index, which is found on page 6.

## Item 9. Undertakings

The undersigned Registrant hereby undertakes:

- (a) (i) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
- (ii) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the "1933 Act");
- (iii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and
- (iv) To include any additional or changed material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, only to the extent required by the general rules and regulations of the Commission.
- (v) That, for the purpose of determining any liability under the 1933 Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (vi) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (vii) That for purposes of determining any liability under the 1933 Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (viii) Insofar as indemnification for liabilities arising under the 1933 Act, as amended, may be permitted to directors, executive officers and controlling persons of the Registrant as outlined above or otherwise, the Registrant has been advised that in the opinion of the Commission, such indemnification is against public policy as expressed in the 1933 Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, executive officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, executive officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the 1933 Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Toronto, Province of Ontario, on this 7th day of September 2001.

Trading Solutions.com, Inc.

By: /s/ Ralph Moyal

Ralph Moyal

Chief Executive Officer and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, his registration statement has been signed by the following persons in the capacities and on the date indicated.

Date: September 7, 2001 By: /s/ Ralph Moyal

Ralph Moyal

Director

## INDEX TO EXHIBITS

Exhibit No.	Title of Document	Location
4.1	Business Consultant Agreement	Attached

5.1	Opinion and consent of Counsel with respect to the legality of the issuance of securities being issued	Attached
	Legal Opinion	
23.1		Attached
23.2	Consent of Hawkins Accounting	Attached

## **CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS**

We hereby consent to the incorporation by reference into the accompanying Registration Statement on Form S-8 for Trading Solutions.com, Inc., of our report dated June 27, 2001, relating to the financial statements of Trading Solutions.com, Inc. for the year ended March 30, 2001, appearing in the annual report of Trading Solutions.com, Inc. on Form 10-KSB for the year ended March 30, 2001.

/s/ Hawkins Accounting

**HAWKINS ACCOUNTING**

August 30, 2001

## Consulting Agreement

### CONSULTING AGREEMENT, TERMS AND CONDITIONS

This Consulting Agreement, is between Trading Solutions Inc. Inc. (the "Company") and Brad Stewart (the "Consultant"). For good consideration, the Company employs the Consultant on the following terms and conditions:

1. **Term of Consulting:** This Consulting Agreement begins on or about Sept 7, 2001.

2. **Duties**

a Work with corporate attorney in filing/amending corporate documents.

b Merger and acquisition consulting and due diligence.

c Write company business plan including weekly updates.

d Providing analysis and advice with respect to capital structure and the financial impact of any proposed capital or R&D expenditures.

e Providing due diligence services in respect of any proposed transaction, if required;

h) Providing financial analysis and advice with respect to any proposed acquisitions that Company may be interested in completing.

3. **Compensation** - Company agrees that they will compensate Consultant for expenses incurred and services rendered.

Brad Stewart will receive a total of 120,000 shares. **The date of the allocation of these shares should be on or about Sept 7, 2001.**

4. **Confidentiality of Proprietary Information:** Consultant agrees, during or after the term of this employment, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity. Should Consultant reveal or threaten to reveal this information, the Company shall be entitled to an injunction restraining the Consultant from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Consultant for a breach or threatened breach of this condition, including the recovery of damages from the Consultant.

5. **Settlement by Arbitration:** Any claim or controversy it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and according the Laws of the State of California. Judgment upon the award rendered may be entered in any court with jurisdiction.

6. **Limited Effect of Waiver by Company:** Should Company waive breach of any provision of this agreement by the Consultant, that waiver will not operate or be construed as a waiver of further breach by the Consultant.

7. **Severability:** If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Company (or any predecessor thereof) and the Consultant shall be deemed reinstated as if this agreement had not been executed.

8. **Assumption of Agreement by Company's Successors and Assignees:** The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

9. **Oral Modifications Not Binding:** This instrument is the entire agreement of the Company and the Consultant. Oral changes shall have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

If the foregoing is acceptable, please indicate your agreement to the above terms and conditions by signing two copies of this agreement in the space provided below and by returning one of these to Consultant.

Signed this 7<sup>th</sup> day of Sept. 2001.

Per: /s/ Brad Stewart Per: /s/ Ralph Moyal

Brad Stewart Ralph Moyal

President and CEO

Cletha A. Walstrand

cwalstrand@networld.com

September 7, 2001

The Board of Directors

Trading Solutions.com, Inc.

2 Rodeo Court

Toronto, Ontario

Canada M2M 4M3

Gentlemen:

We have been retained by Trading Solutions.com, Inc. (the "Company"), in connection with the Registration Statement on Form S-8 filed by the Company with the Securities and Exchange Commission (the "Registration Statement") relating to 120,000 shares of common stock, par value \$0.001 per share. You have requested that we render an opinion as to whether the common stock as proposed to be issued on the terms set forth in the Registration Statement will be validly issued, fully paid and non-assessable.

In connection with this engagement, we have examined the following:

1. the articles of incorporation of the Company, and any amendments thereto;
2. the bylaws of the Company;
4. unanimous consents of the board of directors; and
5. the Registration Statement.

We have examined such other corporate records and documents and have made such other examinations as we deemed relevant. We have also discussed the documents examined and relied upon in rendering this opinion with one or more directors and executive officers of the Company, and in all instances, have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted as originals, the conformity with the original documents of all documents submitted as certified or photostatic copies and the authenticity of the originals of such copies. We have further assumed that the recipients of these Securities under the plan will have paid the consideration required under the terms of the Plan prior to the issuance of the Securities, and that none of the services performed by the recipients shall be related to "capital raising" transactions.

Based upon the above examination, we are of the opinion that the shares of common stock proposed to be issued pursuant to the Registration Statement, are validly authorized and, when issued in accordance with the terms set forth in the Registration Statement, will be validly issued, fully paid, and non-assessable.

This opinion is expressly limited in scope to the Securities described herein and which are to be expressly covered by the above referenced Registration Statement and does not cover any subsequent issuances of any securities to be made in the future pursuant to any other plans, if any, pertaining to services performed in the future. Any such transactions are required to be included in a new registration statement or a post-effective amendment to the above referenced Registration Statement, which will be required to include a revised or a new opinion concerning the legality of the Securities to be issued.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement; however, this opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent.

Sincerely yours,

/s/ Lehman Walstrand & Associates

LEHMAN WALSTRAND & ASSOCIATES