Independent Contract for Business Development Consulting Services

This Consulting Contract is being entered into by **digiBlitz Inc, digiBlitz Europe gmBh, digiBlitz Enterprise Solutions Inc and digiBlitz Technologies Pvt Ltd**, (hereinafter collectively referred to as the "DIGIBLITZ") and _____ (hereafter referred to as the "Consultant") (together the DIGIBLITZ and Consultant hereafter referred to as the "Parties" or each as the "Party") this _____ Date

This agreement is effective from _____ until one year of the effective date (hereinafter referred to as the "Term"). (date)

WHEREAS the DIGIBLITZ is a software developer who has built or will build existing software, which it wishes to market and sell licenses (hereinafter referred to as "Licensed Software"). Whereas the DIGIBLITZ also provides proprietary software development services such as unique applications for businesses (hereinafter referred to as "Software Services"), (together Licensed Software and Software Services are hereinafter referred to as the "Software")

WHEREAS the Consultant is a proprietor of a marketing services company and has significant experience in the arena of business development.

WHEREAS the Parties now wish to combine their collective skills to their mutual benefit and to the benefit of the world, the Parties hereto agree as follows:

1. Consultant Responsibilities: As set forth herein, for the duration of the Term the Consultant agrees to provide services of a "Software Development Sales Consultant", to the DIGIBLITZ.

These services include:

a) Business development for Licensed Software.

i) Business development of customers of the Licensed Software.

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ii) Cultivating of existing sales leads for customers for Licensed Software. Limited to a maximum of **Five (5)** hours per week.

iii) Serve as an interface between the Customer and the DIGIBLITZ such that the DIGIBLITZ can provide the proper Software Services to the Customer. Limited to **Ten (10)** hours per week.

b) Business development for Software Services.

i) Develop business for the Software Services.

ii) Cultivating existing sales leads of the Software Services. Limited to a maximum **Five (5)** hours per week.

iii) Serve as an interface between the Customer and the DIGIBLITZ such that the DIGIBLITZ can provide the proper Software Services to the Customer. Limited to **Ten (10)** hours per week.

iv) Assist DIGIBLITZ in creating proposals for potential and signed clients. Limited to **Five (5)** hours per week for the Term.

v) Assist DIGIBLITZ in generating marketing material. Limited to **Five (5)** hours per week for the Term.

2. Payment Terms:

2.1 Base Compensation

The DIGIBLITZ will pay the Consultant a monthly consulting fee of ZERO_Dollars 00/100 ($0.00) **per month** in the first Six(6) months and there after an amount determined based on the performance during the first Six months.

2.2 Sales Commission

a) In addition to the base compensation set forth above, the DIGIBLITZ shall pay Consultant the following commissions (hereinafter referred to as "Sales Commission"):

(i) Where the Consultant generates a new Customer which leads to the purchasing of Software Services/Custom Solutions from the DIGIBLITZ, the Consultant will receive Six percent (6%) of all revenues billed from that Customer for the duration that Customer purchases Software Services from the DIGIBLITZ with a cap of Two (2) years. After 2 years, the consultant shall not claim commission from the client;

(ii) Where the Consultant generates a new Customer which leads to the purchase of Software Licenses from the DIGIBLITZ, the Consultant will receive Ten percent (10%) of all revenue billed from the Customer for the duration that Customer purchase Software Licenses from the DIGIBLITZ;

(iii) Where the Consultant cultivates an existing Customer or sales lead of the DIGIBLITZ (hereinafter referred to as “Existing Lead”), the Consultant will receive ten (3%) of all software services/ custom development revenues billed from the lead or Customer for the duration that lead or 10% in case of Customer purchase Software Licenses from DIGIBLITZ,

(1V) Where the Consultants generates a new customer for the Software AS Service (SAAS) or called Subscription based sales mode, the Consultant will get paid in three parts:

1) Initial Set up Fee Commission: 40% of the Set-Up Fee paid by the Customer to DIGIBLITZ.

2) Ongoing-Subscription Fee Commission: 30% on the Ongoing subscription Fee.

3) 6% on the Custom development or Solutions Sales.

(V) Where the Consultants generates a new customer or services the existing customer by placing Contingent Work Force, i.e. placing the candidates to the customer on Time-Based model or Time & Material model where the work is delivered at client site by the Personnel of DIGIBLITZ, the Consultant will get paid in two parts

1. Three (3) % on the gross income realized from that particular candidate Placement.

2. Ten (10) % on the gross profit from the account.

Gross Profit = Total Revenue - Cost of Labor (Rate/Salary/ Compensation to Personnel + other cost associated with the labor) - Cost of Recruiters(including their commissions and salaries) - Cost of HR - Cost of Administration & Finance.

b) All Sales Commission payable to Employee pursuant to this section shall be paid to Consultant within Fifteen (15) days of the DIGIBLITZ receiving the appropriate invoiced money from the Customer for such Service. All payment liabilities hereunder extend past the end of the Term if the Customer remains with the DIGIBLITZ with an Cap of Two(two) years. But in case of Consultant Terminates the contracts by self and /or stopped to fulfill the contractual obligations, the consultant will forfeit the commissions that are effective after the date of termination. The Consultant will still get the payments settle for the previously pending dues.

2.3 Billing and Audit Rights

In order to ensure that the Sales Commission is paid out properly, the DIGIBLITZ shall share with the Consultant all agreements for revenue received under this agreement as well as all invoices made to Customers under this Agreement.

3. Independent Contractor Relationship: Consultant's relationship with DIGIBLITZ will be that of an independent contractor, and nothing in this Agreement is intended to, or

should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Consultant's compensation will be subject to withholding by DIGIBLITZ for the payment of any social security, federal, state ,or any other employee payroll taxes. The DIGIBLITZ warrants and guarantees that the DIGIBLITZ's software and/or services do not violate and law, codes or regulations, and that the same does not infringe upon any trademarks, patents, copyrights etc. throughout the world. To the fullest extent of the law the DIGIBLITZ agrees to indemnify and hold harmless the DIGIBLITZ for any suit or claim against the Consultant which arises out of section 3 of this agreement.

4. Ownership of Work Product: Consultant agrees that all work product developed by it alone or in conjunction with others in connection with the performance of services pursuant to this Agreement is and shall be the sole property of DIGIBLITZ, and Consultant shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, graphics, memoranda, slogans, and tag lines.

5. Confidentiality

5.1 Definition of Confidential Information: "CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, proprietary information, computer files, and DIGIBLITZ information related to the past, current, future, and proposed services of DIGIBLITZ and includes, without limitation, DIGIBLITZ property, and DIGIBLITZ's

information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.

5.2 Nondisclosure and Nonuse Obligations: Consultant agrees to protect the confidentiality of all Confidential Information and, except as permitted in this section, Consultant shall neither use nor disclose the Confidential Information. Consultant may

use the Confidential Information solely to perform consulting services under this Agreement for the benefit of DIGIBLITZ.

5.3 Exclusion from Nondisclosure and Nonuse Obligations: Consultant's obligations under Section 5.2 ("NONDISCLOSURE AND NONUSE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that Consultant can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Consultant by DIGIBLITZ; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Consultant by DIGIBLITZ; or (c) was developed by Consultant independently of and without reference to any information communicated to Consultant by DIGIBLITZ. A disclosure of Confidential Information by Consultant, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Consultant shall provide prompt written notice thereof to DIGIBLITZ to enable DIGIBLITZ to seek a protective order or otherwise prevent such disclosure.

6. General Provisions

6.1 Governing Law: The jurisdiction for this Agreement is global and worldwide. Should the DIGIBLITZ assert that a violation has occurred, the parties agree that the DIGIBLITZ shall be entitled to take action to remedy the violation in the locale and/or legal jurisdiction in which the violation occurred, and/or in any other locale or jurisdiction(s) which is appropriate, in the opinion of the DIGIBLITZ and their counsel.

6.2 Severability: If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the

legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.3 Injunctive Relief for Breach: Consultant agrees that its obligations under this Agreement are of a unique character that gives them particular value; Consultant's breach of any of such obligations will result in irreparable and continuing damage to DIGIBLITZ for which there will be no adequate remedy at law; and, in the event of such breach, DIGIBLITZ will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper, including monetary damages if appropriate.

6.4 In addition to this, Consultant agreed to sign a NON-DISCLOSURE, NON-USE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT attached as an Exhibit A.

By:DIGIBLITZ

_____

Date

Maya Suresh Kannan Balabisegan,

President, digiblitz

CONSULTANT

_____ _____ Date

NAME:

Title:_____, Company:_____

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Exhibit A

NON-DISCLOSURE, NON-USE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

********Followed in the Next Page********

NON-DISCLOSURE, NON-USE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

Non-disclosure, Non-Use, Non-circumvention and Non-competition Agreement

This **NON-DISCLOSURE, NON-CIRCUMVENTION and NON-COMPETITION AGREEMENT** is effective as of _____ by and between digiBlitz Inc., a Wyoming, USA registered Corporation individually or collectively, and on behalf of any/all/other affiliated companies, or approved agents and official representatives of the above organizations including digiBlitz Europe gmBh, digiBlitz Technologies Private Limited & operating from 13241 Woodland Park Road, Suite 110, Herndon VA 20171, USA as global Headquarters.

(hereinafter the "DIGIBLITZ"); and _____. **(** hereinafter "Confidant"),

whose address is _____.

1. Purpose

The parties to this Agreement desire to engage in discussions regarding present and/or potential future business relationships. This Agreement combines a non-disclosure, a non-competition, and a non-circumvention agreement. The parties intend to engage in substantive discussions and sharing of confidential information regarding certain new and useful business opportunities, trade secrets, business entity formation and structuring, and tax planning. In connection with these discussions, it may be necessary and/or desirable for the Company to provide the Confidant with, or allow access to, proprietary, technical, or business data, and/or other confidential information of the Company (collectively the "Confidential Information"). Therefore, the Confidant, individually and on behalf of those they represent, agree that they are under an obligation of confidentiality. The Company believes, and the Confidant hereby agrees, that the Company's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the Confidant's willingness to engage in the contemplated business discussions and planning. The Confidant agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing party shall be held responsible and liable in case of a breach of this Agreement both in their professional and personal capacity.

2. Confidential Information

Confidential Information shall include, and shall be deemed to include, all information conveyed by the Company to the Confidant orally, in writing, by demonstration, or by other media.

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Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of the Company, and information relating to transactional procedures. However, Confidential Information shall not include information, which can clearly demonstrated to be:

a.Generally known or available to the public, through no act or omission on the part of the receiving party; or

b. Provided to the receiving party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a party to this Agreement; or independently developed by the receiving party without use of the Confidential Information.

3. Obligation of Confidentiality

The Confidant agrees that when receipt of any Confidential Information has occurred:

a. The Confidant shall not disclose or communicate Confidential Information to any third party, except as herein provided. Confidant shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that Confidant uses for its most crucial proprietary and trade secret information.

b. Confidant shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.

c. The Company shall permit access to its Confidential Information to the Confidant's agents or employees or third parties only if such disclosure is reasonably believed to be necessary to the purposes of the Confidant evaluating, contemplating, recommending, or engaging in any program or service offered by the Company or for the purpose of entering into a business relationship with the Company, and only if said agents, employees, or third parties:

1.reasonably require access to the Confidential Information for purposes approved by this Agreement, and

2. have been apprized of this Agreement and the Confidant's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

4. Obligation of Non-Competition

The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Confidant agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

5. No Representations

The Confidant understands that the Company makes no representation or warranty as to the accuracy or completeness of the information it provides to the Confidant. The Confidant agrees that neither the Company, nor any of its advisers, representatives, agents, or employees shall be held liable for utilization of Confidential Information which results from the Confidant's use of said information.

6. Term

This Agreement shall, by mutual consent of the parties, remain in force and affect for a period of five years from the date signed and executed by all parties, with the effective date being the date on which the final signature is affixed hereto.

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other parties, or to offer any service or item for sale to any of the other parties and that any agreement to have a business relationship between the parties will exist only when such agreement is in writing and duly executed by all the parties hereto.

e. ***ANY*** and ***ALL*** *additions, modifications*, and *waivers* of this Agreement must be made in writing and signed by all parties. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.

f. This Agreement is made and shall be governed and construed in accordance with the laws of the State of Illinois. The proper venue for any action arising from or in connection to the interpretation or enforcement of this Agreement shall be decided by the Company.

If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any party hereto incurs any legal fees, whether or not action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing parties shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.

This Agreement constitutes the entire understanding between all the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the parties hereto and the Confidential Information.

7. Work Product

With respect to the work product that was created by you and/or others during the course of your internship, you agree that: (a) DIGIBLITZ shall own all work product produced hereunder, including, without limitation, deliverables, computer programs (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how, and other information, whether copyrightable or patentable or not
(collectively, "Work Product"). Such work product shall be deemed to be "works made for hire." To the extent that any of the Work Product may not, by operation of law, be "works made for hire," you hereby assign to DIGIBLITZ all ownership rights, including, without limitation, intellectual property rights, in such Work Product. DIGIBLITZ shall have the right to obtain and hold copyrights, patent rights, registrations and similar protection which may be available for such work product. You agree to give DIGIBLITZ such assistance as may be reasonably required to perfect such rights. b) (To the extent that any of your preexisting materials are contained in the Work Product, you hereby grant to DIGIBLITZ an irrevocable, worldwide, perpetual, royalty-free license to such preexisting materials. Such license includes, without limitation, the right to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof. You acknowledge and agree that DIGIBLITZ may transfer such rights to others without your approval.

c) Except for preexisting materials, you have no rights or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform or display any Work Product.

d) You warrant and represent (i) that the Work Product that you handle as part of your internship whether for the purpose of training or skills development or pilot projects or client sensitive project, shall be your original work and will not infringe upon or violate any patent, copyright, trade secret, contractual or any other proprietary right of others; (ii) that there exist no known rights, claims, causes of action or other legal rights or impediments; and (iii) that DIGIBLITZ's rights in such Work Product, as hereinbefore set forth, shall be free and clear of any encumbrances, liens, claims, judgments, causes of action or other legal rights or impediments.Your and DIGIBLITZ's rights and obligations in respect of all Work Product shall survive the completion or the termination of this Agreement.

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8. Non-Circumvention

The Confidant hereby agrees for himself or herself, their officers, directors, agents, associates and any related Confidant, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or Confidant introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Company of profits, fees or otherwise, without the specific written approval of the Company. You agree that under no circumstances, NOT to (i) make any proposal (ii) solicit or conduct business (iii) accept any offer for employment or consultancy, directly, indirectly or through any third party at Companies's Client for whom the proposed service in this agreement to be delivered, for a period of validity of this agreement and five years thereafter, without written or email or Fax permission of DIGIBLITZ. The Confidant expressly understand and recognize that neither Party would provide its Proprietary Information absent the presence of this portion of the Agreement which serves the purpose of protecting each Party from the damage and irreparable harm such Party would suffer as the result of the other Party's breach of any or all of the provisions contained in this non-circumvention clause of this Agreement. Following the execution of this Agreement by the Confidant, each party (as the Disclosing Party) promises to disclose and share Proprietary Information with the other Party (as the Receiving Party). The effect of the Confidant' promises will be the creation of goodwill through information shared with the Receiving Party which will allow for the Confidant to discuss and contemplate the consummation of the Transactions. In return for the good and valuable promises made in this portion of the Agreement as well as other good and valuable consideration provided for in this Agreement, the Confidant agree to the provisions contained in this non-circumvention clause of this Agreement. The Confidant shall not, in any way whatsoever, circumvent or attempt to circumvent the other Party by entering into any negotiation or dealing with the clients or potential clients, business contacts, financing entities, funding sources, contractors, and/or other third Confidant (hereinafter referred to as "Business Entity(ies)") directly or indirectly introduced by one Party to the other Party during the term of this Agreement or any time thereafter, without the express written permission of the introducing Party.

It is agreed that any Business Entity introduced by DIGIBLITZ, or its Representatives, to the Confidant, or Representatives of confidant, is the exclusive property of DIGIBLITZ, unless the confidant proves, within 7 days of the introduction of a Business Entity by DIGIBLITZ, or its Representatives, to the Confidant, or Representatives, that the confidant has had prior business involvement and written and/or email communication with such contact introduced by the DIGIBLITZ. Only disclosure by written communication of any existing relationship between the confidant and the Business Entity introduced by the DIGIBLITZ shall not be considered as the introduction of a Business Entity by one Party, or its Representatives, to the other Party, or Representatives. The Confidant agree to not contact, communicate with, negotiate with or participate in any transaction or form any type of business relationship whatsoever with any Business Entity that the introducing Party, or its representatives, introduces to the other Party, or its Representatives, without the introducing Party's involvement and written agreement unless such written agreement is waived on a case by case basis. The Confidant agree to copy the other Party on all written and/or email communication to and from each Business Entity introduced by the introducing Party, or its Representatives. This applies to all business relationship(s) and transaction(s) contemplated by the Confidant hereto, including subsequent, follow-up, repeat, extended, or renegotiated transaction(s) as well as the initial transaction(s), and any future transactions, regardless of the success of the transaction. The Confidant agree that no effort shall be made to circumvent the DIGIBLITZ for pecuniary advantage or to exclude the DIGIBLITZ from such a pecuniary benefit. The confidant agrees that in the event of circumvention, either directly or indirectly, the DIGIBLITZ shall be entitled to a legal monetary penalty equal to the pecuniary benefit it should realize from any such transaction(s) or business relationship(s) for projected Five years. This payment will also, additionally, include all reasonable legal expenses involved in the recovery of these funds from the confidant.

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9. Multiple Facsimile or Electronic Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed facsimile or electronic transmissions of this document shall be considered an original of the document, and shall have the same effect and force as signed hard-copy originals of the document. It shall be binding and legally enforceable as any full recourse commercial contract

10. Non-Use, Return and Destruction of Proprietary Information.

If either Party decides that it does not wish to proceed with the Transactions, each Party shall promptly: (a) return to the other Party all Proprietary Information which the other Party or its Representatives provided or disclosed in the course of the Transactions which is in written or other tangible form (including all copies of all or any part thereof), (b) destroy all documents, memoranda, reports, notes, and other writings, computer tapes, disks or other forms whatsoever prepared by the other Party or its Representatives, based upon or containing, Proprietary Information provided by the other Party or its Representatives, and (c) certify in writing to the other Party that all such Proprietary Information has been returned or destroyed. Notwithstanding the return or destruction of the Proprietary Information or the termination or expiration of this Agreement, each Party and its Representatives shall continue to be bound by all of the terms and conditions of this Agreement and shall not use the Proprietary Information for any purpose thereafter.

11. Miscellaneous

a. As used in this Agreement, the following terms shall have the following meanings:

1. "Agents or employees" includes the directors, officers and employees of any of the parties, it also includes the Confidant, any corporation, partnership, association, business trust, contractual organization, group, or other entity of which the Confidant is a member, officer, director, agent, trustee, beneficiary, or has a position similar to the aforementioned.

12. Jurisdiction

The jurisdiction for this Agreement is global and worldwide. Should the DIGIBLITZ assert that a violation has occurred, the parties agree that the DIGIBLITZ shall be entitled to take action to remedy the violation in the locale and/or legal jurisdiction in which the violation occurred, and/or in any other locale or jurisdiction(s) which is appropriate, in the opinion of the DIGIBLITZ and their counsel.

IN WITNESS WHEREOF, the parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date first written above.

Agreed to and accepted by:

(the Company(s))

by: _____

Confidant:

Company Name: _____ The Confidant)

by: _____

(SIGNATURE)

Name: _____

Title: _____

Facsimile Number: _____

Contact Number: _____