

This agreement is made as of _____ BETWEEN eBanyan, LLC dba Indus Venture (“Consultants”) having an office at 4963C NE Good view Cir. Lee's Summit, MO 64064

WHEREAS:

Client wishes to retain the Consultants to provide to Client, as an independent Consultants and not as an employee, certain services as specified below on the terms and conditions set out below; and Consultants wishes to so provide such services and represents and warrants that it has the necessary skill, expertise and capability to do so.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby by the parties acknowledged, the parties agree as follows:

1. SERVICES

The Consultants shall provide the services specified in Schedule A attached (the “Services”) during the period specified in paragraph 2 below (the “Term”). Except as otherwise specifically stated in Schedule A, Consultants is responsible for provision of all labour, equipment and materials required for the performances of the Services. Consultants will attend meetings and provide Client with reports as to the Services and the progress of the work as required by Client from time to time.

2. TERMS AND TERMINATION

2.1 Unless otherwise earlier terminated in accordance with its provisions, this Agreement shall continue until the current or revised maximum days are used up.

2.2 Either party can terminate this Agreement on 1 months’ notice. In the event of such termination, Consultants shall be paid in full immediately to the date of termination including any deferred payments at the rate specified in Schedule A, plus any reimbursable expenses as stated below incurred to the date of termination. Should the work be put on hold for excess of 30 Days the consultant shall treat this as termination of the contract and all deferred payments will be due immediately.

3. FEES AND EXPENSES

3.1 Subject to section 4 and the Consultant’s full and satisfactory performance of its obligations under this agreement, Client will pay as full compensation for the performance of all obligations (including but not limited to the Services) under this Agreement, the fees specified in Schedule A. Client will reimburse Consultants for reasonable expenses pre-approved by Client in writing incurred by Consultants in the sole and direct performance of the Services. Unless otherwise specifically stated in Schedule A, all amounts under this Agreement are stated in and to be paid in US dollars.

3.2 Unless otherwise specified in Schedule A, the deferred fees and expenses shall be due immediately upon any cancellation or postponement made by the client.

3.3 In addition to the fees Client will pay any goods and services tax (“GST”), and Consultants shall remit same

to the appropriate taxing entity.

4. WARRANTIES

4.1 Consultants warrant that it has the requisite skill, knowledge and authority to perform the Services and shall perform the Services in accordance with the highest professional standards. Consultants warrant that all work products provided by Consultants will be free from any intellectual property, contractual or other claim of any third party.

5. CONFIDENTIALITY AND PROPRIETARY RIGHTS

5.1 Consultants shall at all times during and after the termination for any reason or expiration of this Agreement, keep confidential and not disclose to any third party (except Consultant's employee's who have a need to know for the purposes of the Consultant's proper performance of the Services) any Confidential Information disclosed to, or acquired by the Consultants in the course of performing the Services. The Confidential Information shall not be used by the Consultants for any purpose except the Consultant's proper performance of the Services and shall not be copied, without Client's prior written consent. All authorized copies shall reproduce any restrictive rights notices contained on any original. Any Confidential Information provided to Consultants in written form (and all copies of same) shall be returned to Client upon completion of the Services or earlier upon request.

5.2 "Confidential Information" means any information or property relating to the affairs of Client (or its subsidiaries) or its customers or suppliers, which is not in the public domain (or if in the public domain is not there due to any breach by Consultants of any obligation under this Agreement). Confidential Information includes but is not limited to inventions, techniques, programs, present and future developments, trade secrets, computer programs, and technical documentation, computer network system designs and implementation, software and communication systems, concepts, methodologies and techniques, ideas, business and marketing strategies, investment and customer development strategies, database compilations and other data, financial information and pricing or other contractual terms and conditions (collectively the "Confidential Information"). All such Confidential Information (and all intellectual property rights therein) shall be exclusively owned by Client (or the applicable customer or supplier).

5.3 a) All tangible and intangible property (such tangible and intangible property is referred to individually and collectively as the "Company Property") created or contributed to by the Consultants in the performance of the Services (or while using any Client facilities or resources) and all intellectual and industrial property rights therein, including but not limited to all copyright, patent, trade secret, industrial design, mask work, trademark or other right of any kind shall be and remain the exclusive property of Client and such Company Property shall be part of the Confidential Information of Client. If for any reason a court should determine that any Company Property is not so owned by Client from the moment of creation, the Consultants hereby unconditionally and irrevocably assigns to Client absolute and exclusive ownership worldwide of such Company Property including, without limiting the foregoing, all copyright, trade secret, patent and trademark rights and other intellectual and industrial property rights therein. The Consultants hereby irrevocably and unconditionally waives (and represents and warrants to Client that any individual assigned by Consultants to the performance of any of the Services has also so waived) all moral rights in Company Property.

(b) Consultants agrees to make full disclosure to Client of all Company Property promptly after its creation and to cooperate fully at all times during and subsequent to his/her employment with respect to signing further documents and doing such acts and other things reasonably requested by Client to confirm Client's ownership of Client Property, including intellectual and industrial property rights therein.

5.4 The Consultants will not, at any time, disclose to Client nor its employees, contractors, customers or suppliers (or those of its subsidiaries), nor use in any way in the performance of the Services, any confidential or proprietary information of any third party.

5.5 Consultants represent and warrant that Consultants has in place (and will put in place with any future assigned individual) with all individuals assigned by Consultants to this Agreement appropriate written agreement consistent with this section.

6. NON COMPETITION

6.1 During the term of this Agreement, the Consultants shall not directly or indirectly, provide services to a business, which is a competitor of Client. The Consultants acknowledges and agrees that this restriction is fair and reasonable given the nature and international scope of the business.

7. SECURITY PROCEDURES

7.1 Consultants shall abide by all Client security procedures as prescribed from time to time.

8. LIMITATION OF LIABILITY

8.1 Consultant's liability for any claims, which may arise by virtue of performing the services, howsoever arising, is limited to direct damages. The total damages for which Consultants may be liable is limited to the aggregate fees actually paid under this Agreement. In no event will Consultants be liable for any indirect, special, consequential damages including but not limited to loss of profits, loss of revenue or failure to realize expected economic gains or other economic loss.

9. INDEPENDENT CONTRACTOR

9.1 The Consultants acknowledges and agrees that this is a contract for the performance of services and the Consultants is an independent contractor and not an employee or Agent of Client. Consultants shall have no authority to and shall not hold itself out as having any authority to bind Client and the Consultants shall not participate in any benefit plans Client provides for its employees. Client will not retain any statutory withholding for income tax or other statutory deductions. Consultants is responsible for payment of all such amounts and shall indemnify and hold harmless Client and its directors, officers and employees from any and all liabilities Client and/or its directors, officers or employees ever incur in connection with any such amounts.

10. NOTICE

10.1 Any notice under this Agreement shall be given in writing and delivered to the address of the party specified on the face page:

- (i) By hand, in which case it is deemed delivered on receipt;
- (ii) Sent by prepaid registered mail, in which case it is deemed delivered within three (3) days of the mailing;
- (iii) Sent by courier, in which case it is deemed delivered on receipt; or
- (iv) Sent by facsimile, in which case it is deemed delivered on issuance of the confirmation of receipt at the sender's terminal. The parties fax numbers are as follows: Client _____
Consultants 816-343-4343 and e-mail abid@indusventure.com

Either party may change its address for service by written notice to the other given in accordance with this section.

11. GENERAL

11.1 The Consultants may not assign this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, it shall be severed and the remaining provisions shall not be affected. A waiver shall not be enforceable unless in writing signed by the party alleged to be waiving. A waiver of any provision or breach of a

provision is not a waiver of any other provision nor any subsequent breach of the same or another provision. This Agreement states the entire agreement of the parties relating to the subject matter hereof and supersedes and replaces all prior agreements, understandings, negotiations, representations, or proposals of any kind between the parties. This Agreement can be modified only by an express written amendment signed by both parties. The provisions of Sections 2.2, 5, 7, 8 and 10 shall survive any termination or expiration of this Agreement. This agreement is governed by the laws of Missouri

In Witness Whereof the parties have signed this Agreement on the dates set out below to be effective as of

Client Company: _____ _____ (Signature)/ (Name Printed) Title: _____ Date _____	Indus Venture _____ Abid Malik Managing Director Date: _____
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Schedule "A"

Indus Venture Standalone Services	Payable beginning of each month	Check Appropriate
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Report card (online) (ROUND ONE)	\$245	
Two hours Strategy session and valuation (If required as shown by report card). Includes 7 docs (ROUND TWO)	\$1,500	
Optional Funding program Targeted reach outs to Investors (ROUND THREE)	\$5,000 per month engaged with an additional bonus on completion of \$ _____	

***Monthly Mentoring Service includes report card and cursory valuation, strategy session, investor presentation templates as well as positioning and packaging for the investment. Also, included are introductions to selected best-fit Angels and HNW connections, as well as advice to the CEO on accredited investor process and steps.**

BANKING INFORMATION

Wells Fargo
2000 West 103rd Street
Leawood, KS 66206

eBanyan, LLC
Account Number: 270XXXXXXX
ABA Routing number: 101089292
Wire Transfer - Swift Code (USA): 121000248
Wire transfer - Swift Code (International): WFBIUS6S

Disclaimer: (eBanyan, LL.) is NOT a United States or Canadian Securities Dealer or Broker or Investment Adviser and does not participate in any negotiations between an issuer and investor. Sender is a Consultant and makes no warranties or representations as to the Buyer, Seller or transaction. All due diligence is the responsibility of the Buyer and Seller. This E-mail and the attached related documents are never to be considered a solicitation for any purpose in any form or content. Upon receipt of these documents, the recipient hereby acknowledges this disclaimer.

LIMITATION OF LIABILITY

eBanyan liability for any claims, which may arise by virtue of performing the services, howsoever arising, is limited to direct damages. The total damages for which eBanyan may be liable is limited to the aggregate fees actually paid under this Agreement. In no event will eBanyan be liable for any indirect, special, consequential damages including but not limited to loss of profits, loss of revenue or failure to realize expected economic gains or other economic loss.

eBanyan Inc does not make any representation or guarantee for the final placement of the investments. Any liability is limited to the amount paid to eBanyan by the client.