

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement"), dated [Month Day, Year], is made by and between [Client Name, Address.] (the "Company") and Villvay Systems Pvt Ltd. with a place of business at 245/16 Hill House Gardens, Dehiwala, Sri Lanka 10350 ("Consultant").

WHEREAS, Consultant is an independent contractor willing to provide skills and abilities to the Company.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good consideration, the parties hereto do hereby agree as follows:

1. CONSULTANCY. Company hereby retains Consultant and Consultant hereby accepts such engagement and agrees to provide services, for the term and under the conditions and requirements specified herein. Consultant shall perform such duties and responsibilities as those required for the implementation of projects for Company as directed by [Undersigned for Company], which may include are but not limited to website strategy, design and layout, front-end coding and testing and such other attendant duties, as mutually agreed upon by the parties (collectively, the "Duties").

(a) Consultant agrees to complete the work items as detailed in Exhibit B "Website Development Proposal" - (To be appended). Consultant agrees that Company shall not be liable for, nor shall Consultant receive any payment for work performed that has not been approved by the Company.

2. NATURE OF THE RELATIONSHIP. The relationship established by this Agreement is that of independent contractor and nothing in this Agreement shall be construed as creating a relationship of employer-employee, joint venture, partnership, or agent. Consultant is an independent contractor, and Company shall not assume the duties and responsibilities of an employer with respect to Consultant, including but not limited to, state or local income taxes,

payroll taxes, payroll deductions, workers compensation taxes, withholdings, compensation insurance, health insurance programs, sick leave benefits, retirement programs, or any other benefits granted by Company to its employees. Payment of all taxes and the providing of all benefits, if any, shall be the sole responsibility of Consultant.

Consultant further acknowledges that at all times, Consultant shall maintain control and responsibility of the manner and means by which services are performed and therefore shall be held responsible for any rights, obligations, and liabilities as a result of Consultant's performance of the Duties.

3. WORK FOR HIRE. Consultant acknowledges that all of the results and proceeds in connection with this Agreement and the Duties herein will be created by Consultant as a "work-made-for-hire" specially ordered or commissioned by Company. Consultant acknowledges that Company is and will be the sole and exclusive owner of, and Consultant irrevocably assigns to Company, all rights of every kind and nature in, to, and with respect to Consultant services in connection with this Agreement and the Duties herein and the results and proceeds of the Agreement, and that Company will have the right to use, refrain from using, change, modify, add to, subtract from, and exploit, advertise, exhibit, and otherwise use any or all of the foregoing in any manner and in any and all media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Company in its sole discretion will determine.

Without limiting the foregoing, Consultant irrevocably assigns, licenses, and grants to Company throughout the universe, in perpetuity, the rights, if any, of Company to authorize, prohibit or control the renting, lending, fixation, reproduction, or other exploitation of any result or proceed of the Agreement by any media and means now known or hereafter devised as may be conferred upon Consultant under applicable laws, regulations, or directives.

4. TERM. The relationship established by this Agreement shall continue for an initial period that shall end as of **Month Date, Year**. Dependant upon the project(s), the duration of the assignment may be extended upon mutual agreement of both parties.

5. COMPENSATION. Company shall compensate Consultant for Consultant's services as detailed in the attached **Exhibit A" - (To be appended)**, and hereby incorporated by reference. Within thirty (30) days of receiving an invoice from Consultant, Company shall pay to Consultant the appropriate amount based on the services rendered by Consultant and approved by the Company.

6. CONFIDENTIALITY. Consultant agrees to concurrently enter into a "Non-disclosure and Confidentiality Agreement" with Company.

7. WARRANTY. Consultant warrants that the work under this Agreement will be performed in a professional and workman-like manner as measured by current industry standards.

8. ASSIGNMENT. The rights and obligations of this Agreement are to be deemed personal in nature. Neither this Agreement nor any rights or obligations hereunder may be assigned by Consultant without the express written consent of Company. Company may assign this Agreement in connection with the transfer of all or a substantial portion of its business or assets.

9. TERMINATION. This Agreement may be terminated at any time by either party for any reason upon five (5) days written notice. Company is still obligated to pay Consultant for services rendered by Consultant under this Agreement prior to termination.

10. INDEMNIFICATION. Consultant acknowledges that it is responsible to defend and indemnify Company and hold Company harmless from, any claims or suits by a third party against the Consultant or Company or any liabilities or judgments based thereon, either arising from the Consultant's performance of services for the Company under this agreement or arising from any Company products which result from the Consultant's performance of services under this Agreement.

11. ARBITRATION. In the event of any dispute between the parties, including but not limited to any dispute regarding the formation, performance, interpretation, application or termination of

this Agreement or the parties' relationship, a Senior Executive of Company and Consultant shall attempt to resolve any dispute through good faith negotiations between the parties. In the event that the parties are unable to resolve any such dispute within a commercially reasonable time period, both Consultant and Company agree that any such dispute shall be resolved through Arbitration in accordance with the applicable rules of the American Arbitration Association.

The place of any arbitration shall be [Client's State] and the judgment upon any award rendered by the arbitrator may be entered at any court having jurisdiction. The prevailing party in any such dispute shall be awarded the costs of any such arbitration, including reasonable attorney's fees.

12. NOTICE. Any notice or communication given or made hereunder by the Consultant or the Company under the terms of this Agreement shall be effective if given in writing and delivered by facsimile transmission or in person at, mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by a reputable overnight courier to, the following addresses (and shall be deemed effective at the time of receipt thereof):

TO COMPANY:

TO Villvay Systems (Pvt) Ltd.

Address:

Address 245/16 Hill House Gardens
Dehiwala, Sri Lanka 10350

Telephone:

Telephone: +94 112 712 218

Email:

Email: shiran@villvay.com

Attention:

Attention: Shiran Perera

Or to such other address as the party to receive the notice or request so designates by written notice to the others.

13. MISCELLANEOUS

- a. This agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior oral and written agreements, understandings and commitments between the parties.

- b. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

- c. No changes, modifications or waivers are to be made to this Agreement unless evidenced in writing and signed for and on behalf of both parties.

- d. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

- e. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each representation, warranty and covenant contained herein shall have independent significance.

- f. The agreement shall be governed by and construed in accordance with the laws of the State of [Client's State] without regard to the conflicts of laws provisions thereof.

- g. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

IN WITNESSWHEREOF, the parties hereto have executed this agreement.

COMPANY

Villvay Systems (Pvt) Ltd.

By: _____

By: _____

Name: _____

Name: Shiran Perera

Title: _____

Title: Director

Date: _____

Date: _____

EXHIBIT A

COMPENSATION

To be described here...

EXHIBIT B

WEBSITE DEVELOPMENT PROPOSAL

To be described here...