

10/12/2011



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Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DigiVation Digital Solutions Pvt. Ltd.	09/05/2011

RECEIVING PARTY DATA

Name:	DigiVation Digital Solutions Pvt. Ltd.
Street Address:	16th Road, Khar (W)
Internal Address:	201 Ekta Heights
City:	Mumbai
State/Country:	INDIA
Postal Code:	400052

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7921167

CORRESPONDENCE DATA

Fax Number: (609)965-5533
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6095582286
 Email: keithshroff@gmail.com
 Correspondent Name: Kaushal Shroff
 Address Line 1: 280 Pinelli Drive
 Address Line 4: Piscataway, NEW JERSEY 08854

ATTORNEY DOCKET NUMBER:

GL_01

NAME OF SUBMITTER:

Kaushal Shroff

Total Attachments: 38

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2nd January, 2010

DigiVation Digital Solutions Pvt. Ltd.,
201, Ekta Heights,
16th Road, Khar (West),
Mumbai - 400052, India

Operating Address :
6B, Second Floor, Hauz Khas Village,
New Delhi - 110016

Dear Sirs,

Re: Purchase of shares of DigiVation Digital Solutions Pvt. Ltd. by GlobalLinker.com LLC.

This refers to the discussions that we have had with you regarding acquisition of shares in DigiVation Digital Solutions Pvt Ltd ('DDSPL'). In this regard, we wish to document the understanding as follows:

1. GlobalLinker.com LLC intends to acquire a 2.5% ownership of shares of DDSPL for a sum of INR 9,37,500 subject to paragraph 4 below considering tentative enterprise valuation of DDSPL as INR 40 millions.
2. GlobalLinker.com LLC understands that our intention to acquire 2.5% shares of DDSPL does not require any Regulatory approvals as the sector in which DDSPL operates 100% foreign investment is allowed under the automatic route.
3. GlobalLinker.com LLC also understand that certain post facto regulatory compliances shall be required to be done by DDSPL after remittance of investment amount by us to DDSPL and for that purpose GlobalLinker.com LLC would be required to provide the assistance sought by DDSPL such as providing documents to satisfy Indian Regulatory Authorities' know your customer guidelines and obtain a tax registration in India (known as Permanent Account Number).
4. Though the tentative enterprise valuation of DDSPL is INR 40 millions for the purposes of allotment of ordinary (equity) shares to GlobalLinker.com LLC in order to determine issue price of the shares of DDSPL to GlobalLinker.com LLC, a fair valuation of shares as per discounted cash flow method shall be required to be done by a Chartered Accountant in India or any other method prescribed under the Indian Exchange Control Regulations. In case if based on Chartered Accountant's valuation the enterprise value of DDSPL is in excess of INR 40 millions we shall either contribute such higher amount as would be adequate to acquire 2.5% shares of DDSPL or shall acquire only so much of the stake in DDSPL as would be commensurate to our contribution of INR 9,37,500. However, in case if the enterprise valuation of DDSPL is lower than INR 40 millions the maximum shareholding that we would be entitled to in DDSPL shall be 2.5%. The price of the shares to be subscribed by us in DDSPL shall be in compliance with the Indian Exchange Control Regulations.
5. In an event that GlobalLinker.com LLC ceases to exist as a legal entity, the right, title and interest in equity shares of GlobalLinker.com LLC in DDSPL shall be transferred as per GlobalLinker.com LLC's internal agreement subject to regulatory compliances of both the countries and also subject to the said transferees signing to adhere to agreement signed with DDSPL.
6. GlobalLinker.com LLC rights and obligations emanating as a result of our acquiring equity stake in DDSPL shall be mutually agreed and documented.

We request you to let us know if the aforesaid understanding is correct.

Yours truly,

For and on behalf of Global Linker LLC

as providing documents to satisfy Indian Regulatory authorities and obtain a tax registration in India (known as Permanent Account Number).

Authorised Signatory

KAUSHAL SHROFF

We confirm the aforesaid understanding

For and on behalf of DigiVation Digital Solutions Pvt. Ltd.

Authorised Signatory

KEYUR SHROFF

5. In an event that GlobalLinker.com LLC ceases to exist as a legal entity, the right, title and interest in equity shares of GlobalLinker.com LLC in DDSPL shall be transferred as per GlobalLinker.com LLC's internal agreement subject to regulatory compliances of both the countries and also subject to the said transferees signing to adhere to agreement signed with DDSPL.

PATENT

REEL: 027188 FRAME: 0641

Dated : 20th December 2010

GLOBALLINKER.COM LLC
and
DIGIVATION DIGITAL SOLUTIONS PVT. LTD.

PURCHASE AGREEMENT

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is made at New Jersey, USA on this 20th day of December 2010;

BETWEEN

DigiVation Digital Solutions Pvt. Ltd., a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at 201, Ekta Heights, 16th Road, Khar (W), Mumbai - 400052 and doing business at a. 6B, Second Floor, Hauz Khas Village, New Delhi - 110016 b. DBS Business Centre, First Floor, World Trade Towers, Barakhamba Lane, New Delhi 110001, India, hereinafter referred to as the "Buyer" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART.

AND

GlobalLinker.com LLC with partners Kaushal (Keith) Shroff and Keyur (Kevin) Shroff, a company incorporated under the laws of New Jersey, USA and having its principal office at 280 Pinelli Dr, Piscataway, NJ 08854, USA, hereinafter referred to as the "Seller" (which expression shall unless it be repugnant upon the meaning and context thereof include its successors and permitted assigns) of the OTHER PART;

The Seller and Buyer are hereinafter referred individually referred as to as a "Party" and collectively as the "Parties"

WHEREAS:

- I. The Buyer is in the business of creating and enabling of digital experiences. The Buyer also specializes in creating portals designed especially for identified customer segments and business opportunities;
- II. The Seller is in the business of owning, developing, and managing a portal specially focused on small and medium businesses (SME);
- III. Buyer is desirous of creating a solution, in the form of a portal designed especially for the SME customer segment and allowing for the white labeling of such a site for some of its customers (the "Purpose");
- IV. The Buyer is desirous of purchasing GlobalLinker Properties (defined hereinafter) including the Website together with appropriate technology and utility components owned by the Seller (the "Tools") and as described in "Annex 1"; and
- V. At the request of the Buyer, the Seller is willing to sell Global Linker Properties including the Website and the Tools to the Buyer to enable the Buyer to carry out the Purpose on the

the Buyer is in the business of creating and enabling of digital experiences
specializes in creating portals designed especially for identified customer segments and

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terms, conditions, consideration, stipulations, covenants and limitations as set out herein after.

NOW THIS AGREEMENT WITNESSES and it is hereby mutually agreed by and between the parties hereto as follows:

1 Interpretation

In this Agreement, unless the context otherwise requires, the provisions in this Clause 1 apply:

1.1 Definitions

1.1.1 **"Business Days"** means any day other than a Saturday, Sunday or applicable statutory holiday observed in India and the United States of America;

1.1.2 **"Confidential information"** shall mean any and all information relating to the Disclosing Party, developed, disclosed by the Disclosing Party (whether before or after the date of this Agreement and whether in written, oral, graphic, electronic or other tangible or intangible form) to the

terms, conditions, consideration, stipulations, covenants and limitations as set out herein

1.1.3 **"Content"** shall mean all software, material, information, communications, text, graphics, links, electronic art, animations, audio, video, photos, technology used in connection with the Website and other data available within the Website;

1.1.4 **"Disclosing Party"** shall mean either Party disclosing Confidential Information;

1.1.5 **"Global Linker Properties"** shall mean and include the Website, Tools, GlobalLinker.com Logo and the IPR;

1.1.6 **"IPR"** shall mean the trademark (including but not limited to the Global Linker brand mark), patents, copyright, domain name and other intellectual property rights with respect to the Website and the Tools sold /assigned by the Seller to the Buyer as specified hereunder, including but not limited to any and all improvements developed by the Seller, whether patentable or not, relating to the patent rights, which the Seller will now or may hereafter develop, own or control;

1.1.7 **"Purchase Price"** shall mean the fees (or consideration) to be paid by the Buyer to the Seller as specified in Clause 4 of this Agreement;

1.1.8 **"Purpose"** shall mean the purpose of this Agreement as specified in Recital III;

1.1.9 **"Receiving Party"** shall mean either Party receiving Confidential Information;

1.1.10 **"SME Solutions"** shall mean the Small and Medium Business Enterprise solutions to be developed by the Buyer including through the use of Tools and GlobalLinker Properties as specified in Clause 2 of this Agreement;

1.1.11 **"Territories"** shall mean India, USA and any other geographies from where the Website will be accessed and the use of the Website is explicitly or implicitly made;

1.1.6 **"IPR"** shall mean the trademark (including but not limited to the Global Linker brand mark), patents, copyright, domain name and other intellectual property rights with respect to the Website and the Tools sold /assigned by the Seller to the Buyer as specified hereunder, including but not limited to any and all improvements developed by the Seller, whether patentable or not, relating to the patent rights, which the Seller will now or may hereafter develop, own or control;

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1.1.8 **"Purpose"** shall mean the purpose of this Agreement as specified in Recital III;

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- 1.1.12 "Tools" shall mean technology and components owned by the Seller and described in Annex 1 hereto;
- 1.1.13 "User" or "Users" refer to the end-user or users of the Website in accordance with the terms and conditions prescribed in the Website;
- 1.1.14 "Website" shall mean the GlobalLinker.com website which is the online service which provides global business network and free business tools to Users at the domain www.GlobalLinker.com and any other extensions or sub-domains which may be created over a period of time as a part of the development and evolution of the business.
- 1.1.15 "White Label Site" means the modified Website which will be designed and modified by DIGIVATION, and will have client's branding (in keeping with customer's branding guidelines and as approved by them);

2 Purpose of the Agreement

It is agreed by and between the Parties that the Seller shall sell to the buyer : (i) Global Linker Properties; (ii) the Website, and (iii) the Tools together with the IPR to enable the Buyer to build upon the Tools and enhance capabilities in order to provide Small and Medium business Enterprise solutions ("SME Solutions").

It is also agreed that Buyer shall not assume nor have any responsibility with respect to any obligation or liability or debt of the Seller in respect of the GlobalLinker Properties, Tools or the Website.

1.1.14 "Website" shall mean the GlobalLinker.com website which is the online service which provides global business network and free business tools to

3 Transfer of Ownership

3.1 Subject to the terms and conditions of the Agreement, on payment of the consideration mentioned in Clause 4 below and in good faith thereof, the Seller shall sell, transfer and assign to the Buyer the GlobalLinker Properties including but not limited to (i) the Website, and (ii) the Tools together with the IPR. The details of the IPR assigned by the Seller under this Agreement is hereto annexed and marked as "Annex 2". The assignment of IPR shall be without any separate payment of royalty and shall be on irrevocable, exclusive, perpetual and worldwide basis. The Seller acknowledges and accepts that the consideration payable hereunder is adequate for such assignment of IPR in respect of the Website and the Tools.

3.2 The Seller agrees that the Buyer shall have the right to make such alterations and modifications to the Tools which shall enable it to build upon the Tools and enhance capabilities in order to provide SME Solutions for the Purpose at its discretion.

3 Transfer of Ownership

3.3 The Buyer may copy, reproduce, publish, distribute, modify, create derivative works of, rent, lease, sell, transfer, display, broadcast, transmit, compile or collect in a database, or in any manner commercially exploit the Content, in whole or in part. Buyer may, without limitation to the generality, store any significant portion of any Content whether owned by or licensed to the Seller in any form, whether archival

payment of royalty and shall be on irrevocable, exclusive, perpetual and worldwide basis. The Seller acknowledges and accepts that the consideration payable

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- #### 4 Purchase Price

- 4.1 Subject to clause 4.3 of this Agreement, the purchase price payable by the Buyer for the GlobalLinker Properties including the Website, Tools and IPR to the Seller hereunder shall be INR 9,25,000 which shall be payable by the Buyer within period of 60 days from the completion of assignment of IPR in the manner specified in Clause 6 hereof.
- 4.2 In the event, the Buyer fails to make payment on the date specified in Clause 4.1 and its affiliates shall not be held liable for payment of any compensation or interest above for the reasons not attributable to the Seller, the Buyer shall pay to the Seller late payment interest @ 21 % p.a. on the amount payable from due date till payment thereof.
- 4.3 The Fees shall be paid after deducting there from the tax to be deducted at source if any. Each party shall bear taxes on income on its own in whatever jurisdiction. The Buyer shall withhold taxes in India equivalent to Seller's tax liability in India emanating as a result of the Agreement. All indirect taxes payable in India (viz service tax, VAT, etc) shall be borne by the Buyer, and all indirect taxes payable in the United States of America shall be borne by the Seller.

The Seller represents and warrants that:

- 5.1 The Seller has the absolute right in the Global Linker Properties, Website, Tools and the IPR and the Seller is not restricted or prohibited in any manner by any
4.2 In the event, the Buyer fails to make payment on the date specified in Clause 4.1 above for the reasons not attributable to the Seller, the Buyer shall be liable to

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applicable laws or under any Agreement to sell to the Buyer in the manner contemplated herein.

- 5.2 Any use of the GlobalLinker Properties, Website, Tools and the IPR by the Buyer and its customers as described herein shall not infringe any third party intellectual property rights.
- 5.3 The GlobalLinker Properties, Website, Tools and the IPR are in compliance with all the statutory and regulatory requirements in India and the USA and are not, under the laws of India and USA, obscene, blasphemous or defamatory.
- 5.4 The Seller shall provide training to employees of the Buyer so that they acquire the skill, experience and knowledge required to operate and make use of the GlobalLinker Properties and Tools for the Purpose.
- 5.5 The Seller shall at all times provide such support that may be required by the Buyer in respect of the Tools.
- 5.6 The Seller grants to the Buyer an exclusive, perpetual, and transferable right to use third party software and documentation integrated in the GlobalLinker Properties along with the Tools.

6. Assignment of IPR

- 6.1 The Buyer shall be entitled to use the trade mark of the Seller with any other mark as joint trade mark or associated trade mark. The Buyer shall be entitled to register in its own name such joint or associated trade mark. The Seller hereby irrevocably assigns to the Buyer all rights, title and interest in the Trade Marks of the Seller and the details whereof are more particularly listed in ANNEX 2.
- 6.2 The Seller irrevocably and unconditionally assigns to the Buyer, and waives in favour of the Buyer, without further consideration, perpetually and on a world-wide basis, any and all IPR (and whether registered or unregistered including any application for registration in respect of any IPR) and other rights, title and interest including goodwill that the Seller may have or acquire in respect of the Website and the Tools sold and assigned hereunder.
- 6.3 The Seller hereby represents and warrants as follows:
 - 6.3.1 the Seller has a marketable right and title to the IPR and has a good right, full power and absolute authority to assign the same to the Buyer;
 - 6.3.2 there is nothing contained in any agreement with any third party or in any order or direction of any authority or court which prevents the Seller from assigning and transferring the IPR to the Buyer;
 - 6.3.3 no person other than the Seller has any legal or beneficial right, title or interest in or over the IPR or any one of them and that the Seller has not

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basis, any and all IPR (and whether registered or unregistered including application for registration in respect of any IPR) and other rights, title and interest

received any notice from any person claiming any right or interest in or over the IPR or any one of them;

- 6.3.4 the Seller has not created or permitted or been a party to or aware of any creation of any right, title or interest or charge or lien in respect of the IPR;
- 6.3.5 the Seller is not aware of any infringement or threatened infringement in respect of the IPR by any third party at any time prior to the date of this of Agreement and use of the IPR does not infringe any third party intellectual property rights; and the Seller is in the process of obtaining a Patent at the date of this Agreement. The patent may or may not be granted by the USPTO.
- 6.3.6 there is no pending or threatened litigation, dispute, arbitration, official or regulatory investigations or other proceedings by or against the Seller in respect of the IPR or their use.

6.4 After the execution hereof, the Seller shall not:

- 6.4.1 directly or indirectly use the trademarks including the GlobalLinker trade mark or any other trade mark deceptively similar to any of the GlobalLinker trade mark, in connection with any business, developing, marketing, supplying or otherwise distributing for itself or for third parties any tools or website which is of the same or similar description as the Tools or Website in respect of which the GlobalLinker trade mark have been used or applied for registration or are registered;
- 6.4.2 use, apply and obtain registration of or attempt to register any trade mark or trade name or brand or brand name or acquire from any third party any mark identical or confusingly/deceptively or phonetically similar to the GlobalLinker trade mark or any variation thereof in any other script or any translation or transliteration of the GlobalLinker trade mark; or
- 6.4.3 oppose any application by the Buyer for registration of the GlobalLinker trade mark or any other marks whether now pending or not or any associated marks.

6.5 The Seller assigns to the Buyer, absolutely with full title guarantee, its right, title and interest in and to the patents details of which specified in Annex 2 hereto ("Patent"); and in and to all and any inventions disclosed in the patents, including

- 6.5.1 in respect of any and each application in the Patent in respect of the Website and Tools:
 - i. the right to claim priority from and to prosecute and obtain grant of Patent; and
 - ii. the right to file divisional applications based thereon and to prosecute and obtain grant of Patent on each and any such divisional application;
- 6.5.2 in respect of each and any invention disclosed in the Patent, the right to file an application, claim priority from such application, and prosecute and
- 6.5.3 oppose any application by the Buyer for registration of the GlobalLinker trade mark or any other marks whether now pending or not

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obtain grant of Patent or similar protection in or in respect of any country or territory in the world;

- 6.5.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patent, and each and any of the applications comprised in the Patent or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any Patent or like protection granted on any of such applications.
- 6.5.4 the absolute entitlement to any Patent granted pursuant to any of the applications filed as aforesaid; and
- 6.5.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patent granted on any of the applications filed as aforesaid, whether occurring before on or after the date of this assignment.

SOFTWARE PURCHASE AGREEMENT

- 6.6 The Seller represents and warrants that if they make, devise, or discover, or otherwise acquires right in, any improvement on Patent it shall, to the extent that it is not prohibited by law or by any obligation to any other person, promptly notify the Buyer in writing, giving details of the improvement and shall, if the Buyer so requests, enter into good faith negotiations with a view to assigning its rights in the improvement to the Buyer.
- 6.7 The Seller agrees and undertakes to execute such other documents, writings and papers as may be necessary for perfecting the title of the Buyer to the IPR including for the purpose of making the Buyer the full owner and proprietor of the IPR and recording the assignment of the IPR in favour of the Assignee with the appropriate authorities in India or USA or any other country.

7. Ownership of IPR

- 7.1 The Seller agrees and acknowledges the Buyer shall have the absolute right, title and interest in the SME Solutions including but not limited to the web portal and white labeled sites developed by it on the basis of Tools. The Buyer shall also be entitled to all intellectual property rights including but not limited to the trademark, patent, copyright in the SME Solutions pertaining to the web portal and white labeled sites, etc. developed by the Buyer on the basis of the Tools. The Seller shall not object to any application of registration made by the Buyer in respect thereof or claim any ownership in respect of such SME Solutions including but not limited to the web portal and white labeled sites, etc. developed by the Buyer.
- 7.2 Such SME Solutions and other material cannot be further copied, distributed, or otherwise exploited without the Buyer's written approval.

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and interest in the SME Solutions including but not limited to the web portal and white labeled sites developed by it on the basis of Tools. The Buyer shall also be

8. Registration of the Agreement and costs thereof

Immediately on the execution hereof, the Seller and the Buyer shall forthwith jointly apply to the relevant authorities in the relevant country to record such right of the Buyer including but not limited to trademark registry and patent office for the assignment of IPR granted herein to register the Buyer as the assignee and owner of the IPR, and shall make and file all requisite applications and forms to effectuate such registration. The costs of registration of the Buyer as the registered user of the Trademarks or Patents or other IPR shall be borne and paid by the Buyer.

9. Indemnification

9.1 The Seller hereto agrees and undertakes to indemnify and keep indemnified and hold the Buyer, its affiliates, officers, directors, employees, members, contractors, agents, suppliers, and representatives free and harmless for any losses, liabilities, Tax liabilities, claims, damages, awards, penalties or injuries incurred, customer service issues including reasonable attorney's fees which arise from any claim including but not limited to any infringement of third party intellectual property right arising out of the use of the Website, Tools and/or IPR by the Buyer in accordance with the terms of this Agreement.

9.2 The Buyer hereto agrees and undertakes to indemnify and keep indemnified the Seller free and harmless from and against any all demands, claims, damages, loss and all costs, charges and expenses whatsoever (including, without limitation, reasonable attorney's fees and other dispute resolution costs), which the Seller may at any time pay, suffer or incur as a result of any breach of any of the terms and conditions by the Buyer contained in this Agreement.

10. Governing Law

This Agreement shall be governed by and construed in accordance with Indian law without reference to the principles of conflict of law.

11. Arbitration

11.1 Any dispute or difference (hereinafter referred to as the "Dispute") arising out of or in connection with the interpretation or implementation of this Agreement or out of or in connection with the breach or alleged breach of this Agreement, which cannot be amicably resolved by the Parties, within sixty (60) days from the raising of the Dispute in writing by one Party with the other Parties, shall be referred to and settled by arbitration in Singapore. Such arbitration shall be governed by the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force. The arbitration shall be held in the following manner:

11.1.1 all proceedings in any such arbitration shall be conducted in English;

11.1.2 there shall be three arbitrators, all of whom shall be fluent in English;

This Agreement shall be governed by and construed in accordance with Indian law without reference to the principles of conflict of law.

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- 11.1.3 Seller shall appoint one arbitrator and Buyer shall appoint one arbitrator. The third presiding arbitrator shall be appointed by the two appointed arbitrators. If either Party fails to appoint an arbitrator and/or if the appointed arbitrators fail to appoint a third arbitrator then the appointing authority shall be the SIAC in accordance with the rules of the SIAC;
- 11.1.4 the arbitration award made by all or a majority of the arbitrators shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The award shall be enforceable in any competent court of law;
- 11.1.5 the award shall be in writing and shall be a reasoned award; and
- 11.1.6 the panel may (but shall not be required to) award to the Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel).
- 11.2 The provisions of Part I of the (Indian) Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment for the time being in force shall not be applicable to such arbitration proceedings. Any Party shall be entitled to apply to the appropriate court of competent jurisdiction for interlocutory or interim orders in respect of such arbitration.

12. Authorisations

Each party represents and warrants that:

- 12.1 The person signing this Agreement on its behalf has the authority to so sign and execute it on behalf for whom he is signing so as to create binding obligations on the such Party;
- 12.2 It is permitted by its constitution and incorporating documents to enter into this Agreement;
- 12.3 It is not restrained, prevented or inhibited by any contract or arrangement to which it is a party or any order of the court or the authority from entering into this Agreement or undertaking the obligations herein contained;
- 12.4 This Agreement constitutes its valid and legally binding obligation and will be enforceable against it in accordance with its terms; and
- 12.5 It has obtained all necessary licenses, permits, authorizations, etc. required under the applicable laws for entering into this Agreement or undertaking the obligations herein contained;
- 12.1 The person signing this Agreement on its behalf has the authority to so sign and execute it on behalf for whom he is signing so as to create binding obligations on the such Party;

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13. Independent Parties

This Agreement is entered into between the Seller and the Buyer on a principal to principal basis. This Agreement does not designate either Party as the agent, employee, legal representative, partner, or joint venture of the other Party for any purpose whatsoever. Neither of the Parties shall have any right, power or authority either to (a) assume or create any obligation of any kind, express or implied in the name of, or on behalf of the other Party, or to bind the other Party in any manner whatsoever or (b) sign or endorse the other Party's name on any contract, commercial paper or instrument of any kind or to contract, assume or acknowledge any debt or (c) enter into any agreement or obligation, express or implied, binding or purporting to bind the other Party for the payment of money or otherwise.

14. Confidentiality

14.1 The Parties recognize that each Party may be given and have access to Confidential Information of the other Party. The Receiving Party undertakes not to use any such Confidential Information, for its own purposes except as permitted hereunder, without the prior written consent of the Disclosing Party and shall use its best efforts to keep confidential and not to disclose to any third party, any Confidential Information of the Disclosing Party. The contents of the Agreement shall also be kept confidential.

any obligation of any kind, express or implied in the name of, or on behalf of the other

14.2 The provisions of this Section shall survive the termination of this Agreement.

15. Notices

Any notices or communications required to be given or served by either of the Party on the other in respect of this Agreement, shall be given in writing in English to the other, and shall be deemed to have been duly served, if sent by prepaid registered mail with acknowledgement due/courier at the address specified in the title to this Agreement or at such other address as may have been notified to the other Party in accordance with this clause or by facsimile process to the Seller, on e mail to: kevin.shroff@gmail.com or on fax no. 609 799 6091 for the attention of Mr. Kevin Shroff, Title: Chief Technology Officer and to the Buyer on e mail: summi.gambhir@digivationworld.com or on fax no. 91-11-23414740 for the attention of Ms. Summi Gambhir, Director. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of seven days after posting if sent by registered post, or (iii) the business date of receipt, if sent by courier or (iv) receipt of e mail confirmation in case of being sent using both the above e mail addresses.

visions of this Section shall survive the termination of this Agreement.

such other address as may have been notified to the other Party in accordance with this clause or by facsimile process to the Seller on e mail to: kevin.shroff@gmail.com or on fax

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16. Amendments

This Agreement shall be altered, modified or supplemented only in writing and duly signed by the Parties.

17. Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

18. Severability

18.1 All provisions of this Agreement shall be severable and none of its provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. In the event of the invalidity of any provision of this Agreement, it shall be interpreted and enforced as if all the provisions thereby rendered invalid were not contained herein. If any provision of this Agreement shall be susceptible of two interpretations, one of which would render the provision invalid and the other of which would cause the provision to be valid, such provision shall be deemed to have the meaning which would cause it to be valid.

18.2 If any provision of this Agreement shall be prohibited by or adjudicated by a court to be unlawful, void or unenforceable such provision shall, to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not be any way affect any other provisions or the validity or enforcement of this Agreement.

19. Assignment

Buyer shall be entitled to assign its rights and obligations under the Agreement to its affiliates or group company without the prior written consent of the Seller.

20. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreements, representations, understandings, arrangements, communications or expressions of intent relating to the subject matter of this Agreement and merges all discussions and negotiations among them and none of the parties shall be bound by any conditions, be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not be any way affect any other provisions or the validity or enforcement of this Agreement.

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SOFTWARE PURCHASE AGREEMENT

warranties, understandings or representations with respect to such subject matter other than those expressly provided herein or duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorised officer of the party to be bound thereby.

21. Headings

The paragraph headings contained in this Agreement are for the convenience of the Parties and shall not affect the meaning, or interpretation of this Agreement.

22. Counterparts

This Agreement may be executed in two counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.

IN WITNESS THEREOF the Parties have caused their respective authorised representatives to execute this agreement in duplicate on the day and year first hereinabove written.


For and on behalf of
Global Linker.com LLC



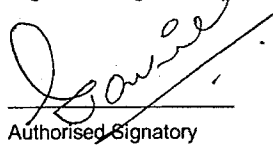
Authorised Signatory

Name: Kaushal (Keith) Shroff

Title: Chief Executive Officer


KEYUR SHROFF


For and on behalf of
Digivation Digital Solutions Pvt. Ltd.



Authorised Signatory

Name: Sameer Vakil

Title: Director


SUMMI GAMBHIR

execute this agreement in duplicate on the day and year first hereinabove written.

Name: Kaushal (Keith) Shroff

Title: Chief Executive Officer

Name: Sameer Vakil

Title: Director

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ANNEX 1

Category	Features
Office Tools	
	Virtual Secretary
	Interactive Business Card
	Portfolio
	Web Site Builder
	Storage Briefcase
	Business Travel
Professional Tools	
	Professional Public / Private Profile
	Professional Network <ul style="list-style-type: none"> - Import / Consolidate Contacts - Search Networks - Invite to join your network
Company Tools	
	Portfolio Products and Services
Base Tools	
	Leads <ul style="list-style-type: none"> - Post – Buy, Sell Leads - Close Leads - Search Leads
	Events
Professional Tools	Groups <ul style="list-style-type: none"> - Post Groups - Invite to Join - Search Groups - Join Groups (by invitation mail or search) - Post Discussions / Responses
Base Tools	Advice hub <ul style="list-style-type: none"> - Post Questions - Post Responses
Interactive Tools	
	Invite
	Search
Private Labeled Tools	
	Brochure

Post Groups
Invite to Join

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ANNEX 2

1. Details of Trade Marks, patent(s) and domain name(s)

Sr. No.	Trade Marks/Patents /Domain Names	Application Nos.	Class	Registration No.	Goods in respect of which application is made/trademark is registered	Remarks
1.	Virtual Electronic Business Card based Networking (Patent is currently being reviewed by USPTO and the patent may or may not be granted)	12/004,702	709/206	N/A	Electronic Business card creation and exchange.	Filing date December 18, 2007; attorney docket number GL_01 (Ashok Tankha – IP Procure, 36, Greenleigh Drive, Sewell NJ 08080)
2.	Globallinker.com	N/A	N/A	N/A	NA	Purchased through ENOM / NamesAlert
	GlobalLinker's Source Code	NA	NA	NA	NA	NA
	GlobalLinker's Database	NA	NA	NA	NA	NA

2. Details of Patents as above. Patent has been filed with the USPTO. Is currently under review and process.

3. Others: Subdomain names may be created under main domain name as required and necessary.

2.	Globallinker.com	N/A	N/A	N/A	NA	Purchased
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3. Others: Subdomain names may be created under main domain name as required and necessary.

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