

Exhibit C
(Agreement)

CONSULTING AGREEMENT

This Agreement is made and entered into as of April , 2014 (“Effective Date”) by and between Velti Inc. (“Company”), and Sally J. Rau (“Consultant”).

WHEREAS, on November 4, 2013, each of the following six entities Velti Inc., Air2Web, Inc., Air2Web Interactive, Inc., Velti North America, Inc., Velti North America Holdings, Inc. and Velti US Holdings, Inc. (collectively “Velti” or the “Debtors”), filed with this a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Delaware Bankruptcy Court (the “Proceedings”).

WHEREAS, the Debtors continue to operate their businesses as debtors in possession.

WHEREAS, the Debtors are direct and indirect subsidiaries of Velti plc (“PLC” and together with its affiliates, the “Company”), which is incorporated under the laws of Jersey, Channel Islands and traded on the NASDAQ. The Company is a leading global provider of mobile marketing and advertising technology that enables brands, advertising agencies, mobile operators and media companies to implement highly targeted, interactive and measurable campaigns by communicating with and engaging consumers via their mobile devices.

WHEREAS, on November 12, 2013, the Office of the United States Trustee (the “US Trustee”) appointed the Committee of Unsecured Creditors (the “Committee”).

WHEREAS, on January 3, 2014, Velti completed the sale (the “Sale”) of substantially all of the Debtors’ assets to affiliates of GSO Capital Partners (collectively “GSO”) pursuant to approval of the Bankruptcy court.

WHEREAS, Consultant has been providing services to Debtors, prior to the conclusion of the Sale as an employee of Velti, and following the Sale up to an through March 31, 2014, pursuant to a Reverse Transition Services Agreement between GSO and affiliates of Velti.

WHEREAS, Debtors have agreed to retain Consultant to provide services in connection with concluding the Proceedings and any related Proceedings and Consultant has agreed to provide such services, on the terms as set forth herein.

1. Engagement of Services. Consultant is hereby engaged to provide consulting services in connection with the Proceedings, including (i) preparation and filing of monthly operating reports, as required as part of the Proceedings, (ii) working with Debtors’ financial consultants, managing the debtor-in possession financing and payment of all Debtors’ expenses, (iii) assisting the Debtors’ counsel and counsel to the Official Committee of Unsecured Creditors in reviewing claims and object to claims, and (iv) such other services as may be required to wind up the Proceedings. Consultant represents, warrants and covenants that Consultant will perform the services under this Agreement in a timely, professional and workmanlike manner.

2. Compensation; Timing. In consideration of the services rendered pursuant to this Agreement, Company shall pay Consultant a fee of \$20,000 per month, commencing April 1, 2014 and through and confirmation of the Debtors’ Plan of Liquidation. Such monthly fee shall be paid on 15th day of the each month. Company will also reimburse Consultant’s documented, out-of-pocket expenses no later than thirty (30) days after Company’s receipt of Consultant’s invoice.

3. Independent Contractor Relationship. Consultant's relationship with Company and Debtors is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship; provided, however, that Consultant shall also maintain her role as a director of Debtors, and shall be entitled to make such representations, contracts or commitments on behalf of Company as may be necessary or required in connection with Consultant's role as a director. Consultant will not be entitled to any employee benefits, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Consultant's compensation will be subject to withholding by Company for the payment of any social security, federal, state or any other employee payroll taxes. Company will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law.

4. Confidentiality.

4.1 Definition of Confidential Information. "Confidential Information" means (a) any technical and non-technical information related to the Company's business and current, future and proposed products and services of Company, and Company's information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information, marketing plans and business plans, in each case whether or not marked as "confidential" or "proprietary" and (b) any information that Company has received from others that may be made known to Consultant and that Company is obligated to treat as confidential or proprietary, whether or not marked as "confidential" or "proprietary".

4.2 Nondisclosure and Nonuse Obligations. Except as permitted in this Section, Consultant will not disseminate or in any way disclose the Confidential Information to any person, firm, business or governmental agency or department. Consultant shall treat all Confidential Information with the same degree of care as Consultant accords to Consultant's own confidential information, but in no case shall Consultant use less than reasonable care. Consultant shall immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Consultant shall assist Company in remedying any the unauthorized use or disclosure of the Confidential Information. Consultant agrees not to communicate any information to Company in violation of the proprietary rights of any third party. Consultant shall take use reasonably commercial efforts to protect all communications with the Debtors and their advisors as protected attorney-client communication and attorney-work product.

4.3 Exclusions from Nondisclosure and Nonuse Obligations. Consultant's obligations under Section 4.2 do not apply to any Confidential Information that Consultant can demonstrate (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to Consultant by Company through no fault of Consultant; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Consultant by Company; or (c) was independently developed by employees of Consultant without use of, or reference to, any Confidential Information communicated to Consultant by Company. A disclosure of any Confidential Information by Consultant (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Consultant provides prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise prevent the disclosure.

4.4 Ownership and Return of Confidential Information and Company Property. All Confidential Information and any materials and items (including, without limitation, software, equipment, tools, artwork, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) that Company furnishes to Consultant, whether delivered to Consultant by Company or made by Consultant in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information (collectively, the "Company Property"), are the sole and exclusive property of Company or Company's suppliers or customers. Within five (5) days after any request by Company, Consultant shall destroy or deliver to Company, at Company's option, (a) all Company Property and (b) all materials and items in Consultant's possession or control that contain or disclose any Confidential Information.

5. No Conflict of Interest. During the term of this Agreement, Consultant will not accept work, enter into a contract or accept an obligation inconsistent or incompatible with Consultant's obligations, or the scope of services to be rendered for Company, under this Agreement. Consultant warrants that, to the best of Consultant's knowledge, there is no other existing contract or duty on Consultant's part that conflicts with or is inconsistent with this Agreement.

6. Term and Termination.

6.1 Term. This Agreement is effective as of April 1, 2014 above and will terminate on the date of confirmation of the Debtors' Plan of Liquidation.

6.2 Termination by Company. Company may not terminate this Agreement without cause prior to May 31, 2014. Should this Agreement be extended beyond May 31, 2014, Company may terminate this Agreement without cause, with termination effective fifteen (15) days after Company's delivery to Consultant of written notice of such termination. Company also may terminate this Agreement immediately upon Consultant's material breach of any provision under this Agreement that is not cured within ten (10) days after the date of Company's written notice to Consultant identifying such breach.

6.3 Termination by Consultant. Consultant may terminate this Agreement without cause at any time, with termination effective fifteen (15) days after Consultant's delivery to Company of written notice of termination. Consultant also may terminate this Agreement immediately for a material breach by Company if Company's material breach of any provision of this Agreement is not cured within ten (10) days after the date of Consultant's written notice of breach.

6.4 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Company shall pay Consultant for services properly performed under this Agreement. The definitions contained in this Agreement and the rights and obligations contained in this Section and Sections 4 (Confidentiality), 5 (Ownership and Return of Confidential Information and Company Property), and 7 (General Provisions) will survive any termination or expiration of this Agreement.

7. General Provisions.

7.1 Successors and Assigns. Consultant shall not assign its rights or delegate any performance under this Agreement without the prior written consent of Company. For the avoidance of doubt, Consultant may not subcontract performance of any services under this Agreement to any other contractor or consultant without Company's prior written consent. All assignments of rights by Consultant are prohibited under this paragraph. Any purported assignment of rights or delegation of performance in violation of this paragraph is void. This Agreement will be for the benefit of Company's successors and assigns, and will be binding on Consultant's permitted assignees.

7.2 Injunctive Relief. Consultant's obligations under this Agreement are of a unique character that gives them particular value; Consultant's breach of any of these obligations will cause irreparable and continuing damage to Company for which money damages are insufficient, and Company is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), without the need to post a bond.

7.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

7.4 Governing Law; Forum. The laws of Delaware govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Delaware, as applicable, for any matter arising out of or relating to this Agreement. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in that proceeding is entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs, in addition to any other relief to which that prevailing party may be entitled.

7.5 Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

7.6 Waiver; Modification. If Company waives any term, provision or Consultant's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by Consultant. This Agreement may be modified only by mutual written agreement of authorized representatives of the parties.

7.7 Entire Agreement. This Agreement constitutes the final and exclusive agreement between the parties relating to this subject matter and supersedes all agreements, whether prior or contemporaneous, written or oral, concerning such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“Company”

“Consultant”

VELTI INC.

SALLY RAU

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____