

Exhibit A

(Cooperation Agreement with Amendments)



Cooperation Agreement
between
3G Motion
& Velti USA Inc.

December 30, 2011



This Agreement is entered into by and between:

3G Motion, a company organized under the laws of Chile, with an address of Nueva Los Leones 07, Piso 9, Providencia, Santiago, Chile

who is hereinafter referred to in this Agreement as "**Company**"

and

Velti USA, Inc., a Delaware corporation located at 150 California Street, 10th Floor, San Francisco, CA 94111

who is hereinafter referred to in this Agreement as "**Velti.**" Velti and Company are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

This Agreement is effective as of the date last signed below and expires on December 31, 2012 (the "**Effective Period**").

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RECITALS

- A. Whereas, Velti has developed a proprietary end-to-end mobile marketing and advertising platform (the "**Platform**") comprised of various software applications and software tools enabling mobile marketing and advertising and enabling its customers to deliver mobile campaigns to multiple delivery channels, including Short Message Service (SMS), Multimedia Messaging Service (MMS), Interactive Voice Response (IVR), Wireless Application Protocol (WAP), Web and Mobile TV; and
- B. Whereas, Company is a business platform to distribute and bill for mobile services and applications throughout Latin America, simplifying the commercial and technological complexities involved.
- C. Whereas, Velti and Company have agreed to enter into an agreement whereby each shall supply services and solutions ("**Services**"), as agreed in connection with mobile campaigns for customers of Velti;

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. OBLIGATIONS OF THE PARTIES

- 1.1 Company shall provide such Services to Velti in connection with mobile campaigns that Velti shall perform for customers (the "**Clients**") in the territory of Latin America ("**Territory**"). Each Client project on which the Parties shall collaborate shall be a separate "**Project**" hereunder, and the specific terms and conditions of each Project and the obligations of each of the Parties on each Project shall be set forth in an Appendix to this Agreement in the form of Appendix A hereto. Each such Appendix shall set forth the name of the Client for which the Project is to be completed, the nature and duration of the Project, the specific Services to be provided by each of the Parties on the Project, together with the Financial Terms.
- 1.2 Company will be responsible for identifying and qualifying potential Clients in the Territory. Subject to the provisions of Clause 16.2 it is expressly agreed between the Parties that prior to the Company approaching any prospective Client or actual Client of Velti in the Territory with a view to offer Velti Services on Velti's behalf it will inform Velti and will have received its prior written express approval to that effect.

In particular, Company hereby undertakes the following obligations:

- a. Company will, at all times, use its best efforts in the Territory to i) promote and extend the market for the Services of Velti to Clients and ii) work diligently to sell such Services to Clients.

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- b. Company will conduct business in a manner which reflects favorably at all times on the Services, goodwill and reputation of Velti. Company will avoid deceptive, misleading or unethical practices.
- c. Company will provide Velti with all reasonable assistance necessary for Velti to perform the Services. Such assistance shall include, but shall not be limited to, providing copies of all documentation, books and records relevant to and/or otherwise affecting Velti's provision of the Services. Company shall dedicate, to the extent necessary, its office equipment and supplies, other administrative support and office facilities for the purpose of performing the services.
- d. Company shall provide consulting services to Velti in relation to integration and connectivity issues for a particular Project if required for the Project, as agreed by the Parties in the relevant Appendix detailing the Project.
- e. If requested by Velti on a particular Project as specified on the Appendix for such Project, Company shall provide Services relating to the selection and implementation of all equipment, hardware, software, telecommunications connections, security and other resources necessary to access the Velti Platform in a secure and reliable manner. Company shall not access or attempt to access any Velti secure internal network, resources or other information of Velti or Velti's customers, including the Velti Platform. If it should be necessary for a particular Project for Company to use or access the Platform, Company shall only use and access the Velti Platform in a manner that is in compliance with all applicable laws, regulations, and ordinances, and Velti's acceptable use policy and privacy policy as in effect from time to time.
- f. Company covenants and agrees that it will not make any representations, warranties, or guarantees to Clients or to the trade regarding the Velti Platform or with respect to the specifications, features, or capabilities of any Velti Platform that are inconsistent with Velti's then-current published literature, including all disclaimers contained in such literature.
- g. In the event any term or condition in any of the Appendices conflicts with any term or condition contained elsewhere in the main body of this Agreement, the language in the main body of this Agreement shall control; unless, and only to the extent that, a conflicting term in an Appendix expressly states the intent to amend or supersede a specifically referenced provision in the main body of this Agreement.
- h. Company will comply with all applicable laws, regulations and ordinances in the Territory.
- i. Company shall assist Velti in determining the legal conditions for conducting a Project in the Territory, and where possible support the effort to ensure all legal criteria are met as necessary. Furthermore, Company, where required under a Project with a Client, and to the extent the Client does not hold the necessary licenses for running a Project with Velti, it shall issue and keep valid and effective all necessary licenses required in the Territory to allow Velti to run a Project with a Client. Company must make their best effort to assist in the smooth execution

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of a Project by supporting Velti, as necessary, to communicate and negotiate with the Client any and all issues that may arise until the completion of a Project.

Any additional obligations of either Party in connection with a specific Project that are not set forth herein shall be set forth in the Appendix relating to such Project.

- 1.3 Company shall not enter into any agreement with a Client for the delivery of any Services related to the Platform that contain terms that are less restrictive and protective of Velti's rights than the rights set forth in this Agreement and that impose any liabilities on Velti that are not expressly assumed under this Agreement. The terms of all contracts entered into by either Party with a Client in the Territory governed by the terms of this Agreement shall be expressly agreed by both Parties in advance of execution of such agreement. Each such Client agreement shall set forth all of the rights and responsibilities of each Party on the Project, all commercial or legal terms of the Project to which the contract relates, and all terms setting forth the financial terms of the Project.
- 1.4 In order to accomplish the objective of developing each Project, the Parties will establish a project team (hereinafter the "**PMO**") that will coordinate all aspects of preparation of a proposal to Clients for each Project. The initial PMO shall be comprised of the following members of each Party:

Velti

Michelle Daigle
 Patricio Molina
 Rafael Valverde
 Lucas Manuel Arroyo Martinez

3G Motion

Rodolfo Soria-Galvarro
 Carolina Arce
 Héctor Gómez

Each Party may change the above-designated members to the PMO upon prior written notice to the other Party.

- 1.5 Each Appendix setting forth the terms of each proposal to be submitted to a Client shall set forth the responsibilities of each Party for proposal preparation, submission of proposal, contract negotiation and execution, and project management, in the form set forth below (the "**Workshare**"), with each Party designated as having prime, joint or lead responsibility or support responsibility.

Example:

Work Item	Velti's Responsibility	Company's Responsibility
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Proposal Preparation	Prime	Support
Submission of Proposal	Prime or Joint	Support
Contract Negotiation and Execution	Lead	Support
Project Management	Lead	Support

The terms "joint", "prime", and "support" in the above table shall be understood to mean the following:

"Joint" shall mean the performance of contractual responsibilities and obligations to the Client jointly by each Party, with each Party's obligations being in accordance with such Party's share of work as specified in the contract or in the applicable Appendix for such Project.

"Prime" shall mean the performance of contractual responsibilities and obligations to the Client solely by one Party.

"Lead" shall mean the Party who will be the leader in joint performance of responsibilities and obligations under the contract to the Client.

"Support" shall mean the Party who will be the supporter of the Lead Party in joint performance of responsibilities and obligations under the contract to the Client.

2. RELATIONSHIP OF THE PARTIES

- 2.1 The Parties are independent contractors and neither Party is nor shall be deemed to be an employee or to constitute a joint venture of the other. Nothing herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties, and neither Party may create any obligations or responsibilities on behalf of the other Party. Neither Party shall have any right, power or authority, express or implied, to bind the other, unless otherwise specifically agreed to in this Agreement.
- 2.2 Each Party shall be responsible for the management, direction and control of its employees and agents and such employees and agents shall not be employees of the other Party.
- 2.3 Each Party shall be responsible for the actions and omissions of its employees and agents for damage incurred by third parties, including the Clients, during performance of a Project.
- 2.4 Each Party shall be responsible for all insurance, social security and other labor law matters in relation to its employees and agents for the performance of its obligations hereunder.

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3. FINANCIAL TERMS

Financial terms, including all fees and costs, payable to either Party for a Project, shall be as set forth in the Appendix for such Project.

4. COSTS and TAXES

Each Party shall bear its own costs and expenses related to this Agreement; provided that the fees and costs payable in respect of a Project, and the responsibility for any third party costs incurred in connection with any Project shall be as set forth in the Appendix for such Project.

Each party shall be solely responsible for the payment of any sales, use, value-added, transfer, withholding or any other taxes arising under the Agreement, in accordance with the tax laws of the relevant jurisdiction ("Taxes").

In case withholding tax applies in any international payment as result of the execution of this agreement, the party executing the payment has the obligation to provide to the other party all the necessary official tax receipts of tax withheld. The obligations for payment of costs and Taxes under this Section 4 shall survive any termination or expiration of this Agreement.

5. REPORTING

5.1 Each Party shall provide regular status reports relating to all material developments on each Project, and in furtherance thereof, the Parties will arrange teleconferences on a regular basis to discuss status and agree on next steps to be taken by each Party on a Project.

5.2 Upon the conclusion of every Project, and after the Party who has contracted with the Client has completed and agreed on a final reconciliation of revenues and costs with the Client pursuant to the terms of the Project, such Party will provide to the other Party all required information concerning the calculation of the remuneration payable to each Party for the Project, as set forth in the applicable Appendix.

6. CONFIDENTIAL INFORMATION

6.1 "Confidential Information" means the non-public information that is exchanged between the Parties, whether before, on, or after the date of this Agreement, in whatever form or medium, provided that such information is (i) identified as confidential at the time of disclosure by the disclosing party and/or its Affiliates (the "Disclosing Party"), or ii) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information (the "Receiving Party"). Confidential Information includes, but is not limited to, any information, customer data, credit policies, customer services, analysis or specifications derived from, containing or reflecting such information. Confidential Information also

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includes all trade secrets and non-public information, including any and all documents, information and materials provided or made available (directly or indirectly) by one Party or its Affiliates to the other Party or its Affiliates in connection with this Agreement. Confidential Information shall not include residual knowledge. For purposes of the Agreement, Confidential Information of Velti is referred to as "Velti Confidential Information" and Confidential Information of Client is referred to as "Client Confidential Information".

- 6.2 For purposes of this Agreement, "Affiliates" means any entity that is controlled by, under common control with, or controlling a Party where "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of that entity, or if the entity has no voting securities, the ability to direct or control the management of that entity.
- 6.3 Each Party agrees as a Receiving Party to keep the Confidential Information of the Disclosing Party confidential using the same degree of care that it exercises with respect to its own proprietary information, but in no event less than reasonable care, and may use it only for the purposes for which it was provided under the Agreement. A Receiving Party may disclose Confidential Information of the Disclosing Party only to personnel who have agreed in writing to similar confidentiality restrictions.
- 6.4 The obligations above do not apply to information which: (i) is rightfully obtained by the Receiving Party from a third party who was not under any non-disclosure obligations; (ii) is or becomes public knowledge through no fault of the Recipient or its Affiliates; (iii) was known to the Receiving Party and was not subject to a duty of confidentiality at the time of disclosure; or (iv) was disclosed with the prior written approval of the Disclosing Party. A Receiving Party may disclose Confidential Information of the Disclosing Party in response to a valid court or governmental order, if the Receiving Party has given the Disclosing Party prior written notice, provides reasonable assistance so as to afford the Disclosing Party the opportunity to object, and if the Confidential Information is to be disclosed, the Receiving Party uses reasonable efforts to seek a protective order or otherwise limit the scope of the disclosure.
- 6.5 Either Party may develop or acquire technology or products, for itself or others, that are similar to or competitive with the technology or products of the Disclosing Party; provided, however, that nothing set forth herein shall be construed as a waiver by the Receiving Party of any claims of infringement or misappropriation of Intellectual Property Rights against the Disclosing Party.
- 6.6 The Confidential Information protected by this Agreement is of a unique nature such that any violation or threatened violation of this Agreement could cause irreparable injury where monetary damages would be inadequate to compensate the Disclosing Party. Accordingly, in addition to any other remedies that may be available, in law, in equity or otherwise, the Parties agree that injunctive relief may be sought to prevent any actual or threatened unauthorized use or disclosure of Confidential Information without the necessity of posting a bond or other security or proving actual damages.

The provisions of this Article shall survive the termination or expiry of this Agreement.

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7. RIGHTS TO INTELLECTUAL PROPERTY

- 7.1 Each Party acknowledges and agrees that except as otherwise expressly provided herein all Intellectual Property Rights used or provided in connection with Services provided by either Party pursuant to this Agreement or on a Project shall remain the property of such Party. For the avoidance of any doubt, Intellectual Property Rights means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (including rights to practice or to exclude others from practicing inventions, whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.
- 7.2 For the avoidance of any doubt, Velti owns all right, title and interest in and to the Intellectual Property owned, controlled or licensed to Velti whether directly or indirectly through any of its Affiliates ("Velti Intellectual Property"), including all rights to the Platform, any and all inventions, processes, data, technology and any and all other works, including Intellectual Property Rights in any of the foregoing, licensed to and/or owned and/or developed by Velti (either alone or with others), its Affiliates, including but not limited to, APIs, mobile website designs and templates ("Background Technology"), and any work or invention, new material, information or data which is based in whole or in part upon the Background Technology and any Intellectual Property Rights associated therewith, including any derivative work, improvement, extension, revision, modification, translation, abridgment, condensation, expansion, collection, compilation, error correction, or any other form in which the Background Technology may be recast, transformed or adapted, including any changes thereto and that contains any portion of the Background Technology.
- 7.3 This Agreement does not grant Company or any third party any rights or implied licenses with respect to any Velti Intellectual Property, except as expressly set forth herein.
- 7.4 Company agrees not to dispute or contest Velti's exclusive rights in or to the Velti Intellectual Property at any time during or after the Term of this Agreement.

8. TERM AND TERMINATION OF AGREEMENT

- 8.1 This Agreement shall be valid during the Effective Period, and only upon and after its due execution by both Parties hereto. Either Party may terminate this Agreement prior to its expiration upon thirty (30) days prior written notice to the other Party.

This Agreement shall automatically be renewed for additional one (1) year periods on the anniversary of the Effective Period, unless either Party provides to the other written notice of its intent not to renew at least thirty (30) days prior to expiration of the then existing Effective Period.

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- 8.2 This Agreement shall automatically expire in case either Party becomes insolvent, files or has filed against it a petition in bankruptcy, makes a general assignment for the benefit of its creditors or becomes subject to any similar proceedings.
- 8.3 This Agreement will be automatically terminated if either Party hereto fails to satisfy any of its obligations under this Agreement or any other Appendix to be attached hereto and such failure is not cured within fifteen (15) days of a written notice of breach, (the form of written notice is attached hereto as Schedule I) given by one Party to the breaching Party. During this fifteen (15) days term, payments due under this Agreement may be suspended by the non-breaching Party until the breach is cured. If the breach is not cured, the Agreement shall be terminated as of right with no further formalities and without any court resolution, as of the expiry date of the above-mentioned fifteen (15) days term.
- 8.4 In the event that performance by either Party of its obligations under this Agreement would result in a violation of applicable laws or regulations, either Party may terminate this Agreement without liability immediately upon written notice to the other Party.

9. INDEMNITY AND LIABILITY

- 9.1 In the event a Party breaches any provision of this Agreement, including a breach of that Party's obligations contained in any Project Appendix, which provisions are considered in their entirety as material, the Party in breach shall indemnify and hold harmless the non-breaching Party against any damage or loss the latter has sustained as a result of such breach. Notwithstanding any other provision set forth herein, neither Party shall be liable for any indirect, special, and/or consequential damages, arising out of or in connection with this agreement unless the Parties have agreed otherwise in an Appendix attached hereto; the foregoing exculpation of liability shall not apply with respect to damages incurred as a result of the gross negligence or willful misconduct of a Party.
- 9.2 A Party shall be liable to the other for any direct damages arising out of or relating to its performance or failure to perform under this Agreement; provided, however, that the liability of a Party, whether based on an action or claim in contract, equity, negligence, tort, or otherwise for all events, acts, or omissions under this Agreement shall not exceed the greater of (a) the amounts received by the liable party for a particular project, if liability occurs as a result of breach of obligations during performance of particular project or (b) amounts received by the liable party during a 12 month period prior to breach of this Agreement .

The foregoing limitation shall not apply to damages caused by a party's gross negligence or willful misconduct.

This Paragraph shall survive the expiry or termination of this Agreement.

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10. REPRESENTATIONS AND WARRANTIES

- 10.1 Each Party hereby represents and warrants that: (i) it has the full corporate right, power, and authority to enter into the Agreement and to perform its obligations hereunder; and (ii) the terms of the Agreement and the performance by such Party of its duties and obligations hereunder do not violate and will not cause a breach of the material terms of any other agreement to which such Party is a party.
- 10.2 In the event that the Key Performance Indicators agreed and set between the Parties hereto are not met and/or the revenues generated under this Agreement are significantly lower than the expected revenues, the Parties shall meet to discuss in good faith any solutions, media resources or improvements that may be obtained or made in order to increase the success of their cooperation hereunder. If no mutual agreement is reached the Parties may terminate this Agreement with no further obligation, except for those provisions that survive termination or expiration.

11. NO OTHER REPRESENTATIONS

Company covenants and agrees that it will not make any representations, warranties, or guarantees to Clients or to any other party regarding specifications, features, or capabilities of Velti products or Services (i) without Velti's prior written approval or (ii) that are inconsistent with Velti's then-current published literature, including all disclaimers contained in such literature.

12. PUBLICITY

Neither Party shall issue any news releases, public announcements, advertisements, or other form of publicity concerning this Agreement or any Project without the prior written approval of the other Party.

13. DATA PROTECTION

Both Parties warrant and undertake in respect of any personal data that they may process on behalf of the Client or the other Party, if such Party is a data controller that at all times:

- 13.1 each Party shall keep all personal data confidential; use the personal data processed exclusively for the performance of this Agreement and shall not otherwise disclose or transfer personal data to a third party without the prior written consent of the Client or a Party, to the extent that such Party is a data controller;
- 13.2 each Party shall act solely on the instructions of the Client or the other Party, if it is acting as data controller and cooperate fully with the Client or such Party and provide the necessary documentation, information, and other support reasonably required to

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satisfy inquiries by the relevant authority, or required in any dispute involving the Client or the other Party, concerning such transfer or technical data processing;

- 13.3 each Party shall maintain and continue to maintain appropriate and sufficient technical and organizational security measures to protect such personal data or information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and in addition shall always comply with the applicable legislation relative to the Protection of Personal Data.

14. MODIFICATIONS

No modification to this Agreement shall be effective unless reduced to writing and signed by the duly authorized representatives of both Parties.

15. GOVERNING LAW/JURISDICTION

The Agreement will be governed by and interpreted under the laws of the State of California, and the Parties irrevocably consent to the exclusive jurisdiction and venue of the Courts located in San Francisco, California. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions ACT (UCITA) shall apply to this Agreement.

16. NON COMPETITION/NON SOLICITATION

- 16.1 As long as this Agreement is in effect Company will not solicit, initiate, engage in or enter into any other same and/or similar business agreement, written or otherwise, with any other third party within the Territory.
- 16.2 As long as this Agreement is in effect and for two years after its expiry or termination thereof, regardless of the reason for termination, Company will not, directly or indirectly, on its own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of Velti's Clients and/or Client Projects to terminate or reduce their relationship with Velti.
- 16.3 As long as this Agreement is in effect and for two years after its expiry or termination thereof, regardless of the reason for termination, Company will not, directly or indirectly, on its own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any non-clerical employee of Velti to terminate their employment relationship with Velti.

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17. NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement of Velti towards the Company and nothing herein shall restrict Velti from entering into similar agreements with any other party anywhere in the world, including within the Territory.

18. SUBCONTRACTING

Company may not engage subcontractors in order to fulfill its undertakings under this Agreement, unless Velti has provided its previous written consent to that effect. Company shall be responsible for the work and activities of each of its subcontractors, including compliance with the terms of this Agreement and be responsible for all payments to its subcontractors.

19. FORCE MAJEURE

19.1 Neither Party shall be liable for any delay or failure to meet its obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, terrorism, insurrection, civil commotion, embargo, blockade, legal prohibition, governmental action, labor strikes or lockouts, shortages, power outages, epidemics, fire, flood, earthquake, storm or similar natural disaster ("Force Majeure"). A Party who becomes aware of a Force Majeure event which gives rise to, or is likely to give rise to, any failure or delay in performing its obligations under this Agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected Party shall take all reasonable steps to mitigate the effect of the force majeure event.

19.2 Upon occurrence of a Force Majeure event, the Parties must jointly investigate acceptable alternative ways to fulfill their obligations hereunder and to undertake due fulfillment of such obligations as soon as the force majeure event ceases to exist.

The continuation of a Force Majeure event for more than thirty (30) days constitutes a cause for termination.

20. ASSIGNMENT

No Party may assign any of its rights nor delegate any of its obligations under this Agreement to any third party without the express prior written consent of the other Party; provided that, notwithstanding the foregoing, Parties may assign this Agreement to (a) any corporation or other entity resulting from any merger, consolidation, or other reorganization involving the Parties, (b) any of their subsidiaries or Affiliates, or (c) any person to which they transfer all or substantially all of their assets. Any prohibited assignment shall be null and void for all purposes. This Agreement shall be binding upon the successors, subsidiaries or Affiliates and permitted assigns of each of the Parties.

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21. NOTICES

21.1 Notices to be given to a Party shall be effective when delivered by certified mail, overnight courier or other method providing evidence of actual delivery to the respective Party at the following addresses:

If to Company:

Avenida Nueva Los Leones 07

Piso 9

Providencia

Chile

CP: 7510691

If to Velti:

Velti USA, Inc.

General Counsel

150 California St.

San Francisco, CA 94111

21.2 A Party may change the address information for providing notices by giving the other Parties notice in accordance with this section 21.

22. ENTIRE AGREEMENT

This Agreement along with the Appendix A and any other appendices to be attached hereto, and Schedule I is the entire Agreement between the Parties pertaining to the subject matter hereof, and this Agreement supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to this subject.

23. MISCELLANEOUS

23.1 Severability. Should any of the clauses in this Agreement be considered by a competent court or administrative authority as being null, void or ineffective, it shall not affect the validity or efficiency of the remaining clauses, which shall still be binding on the Parties. In such a case, the Parties undertake to negotiate in good faith the drafting of the clauses that must replace those that are no longer valid in order to keep the original intention and aim of the affected clauses, and also to continue to fulfill the obligations set out in the Agreement according to the original intention and aim of the Parties and according to the principles of good faith, fairness and consideration balance.

23.2 Waiver. Unless this Agreement explicitly provides otherwise, no delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be

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construed as a waiver of such right or power. A waiver by any Party or any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant.

23.3 No Gratuity. Company will not directly or indirectly pay, offer, promise or give or authorize to pay, offer or give money or anything of value to any employee or official of a government or department thereof, political party or a candidate for political office, to any employees or officials of a public international organization, or to any employees of enterprises or companies owned or controlled by a government, or to any other person while being aware of or having a belief that such money or item of value will be passed on to one of the above, to influence any act or decision by such person or by any governmental body for the purpose of obtaining, retaining or directing business to Velti.

23.4 Days. For the purpose of this Agreement, and unless otherwise expressly stated, all references to days shall be made to calendar days. If an obligation is due to be fulfilled on a holiday or weekend day, it shall be fulfilled on the following business day.

23.5 Headings. In this Agreement, the headings shall not affect its interpretation.

23.6 Language. The English language shall be used in all documents and correspondence related to this Agreement.

23.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties having agreed to the terms and conditions set forth herein signify their intention to be bound thereto through the signatures of their duly authorized representatives which are set forth below.

Signed for and on behalf of Company

Signed for and on behalf of Velti

Print name: **Rodolfo Soria-Galvarro**

Print name: **Sally Rau**

Title: Chief Executive Officer

Title: Chief Administrative Officer & General Counsel

Date: 3/04/2012

Date: April 3, 2012



APPENDIX A

TO THE COOPERATION AGREEMENT DATED

CLIENT Name -- [TO BE INSERTED PER PROJECT NEEDS]

Nature - [TO BE INSERTED PER PROJECT NEEDS]

Duration of Project:

Specific requirements -- [TO BE INSERTED PER PROJECT NEEDS]

Financials - [TO BE INSERTED PER PROJECT NEEDS]

Responsibilities of PARTIES [TO BE INSERTED PER PROJECT NEEDS] -

Work Item	VELTI Responsibility	Company Responsibility
[TO BE INSERTED PER PROJECT NEEDS]	[TO BE INSERTED PER PROJECT NEEDS]	[TO BE INSERTED PER PROJECT NEEDS]



SCHEDULE I

NOTICE OF BREACH OF COOPERATION AGREEMENT

DATED ____/____/____("Agreement")

and

DEMAND FOR CORRECTIVE ACTION

.... Day of ..., 2011

<Company>

<Address1>

<Address2>

<City>, <Country> <PostalCode>

Phone <WorkPhone> - Fax <Fax number>

Re: Our Agreement

Dear <Name>,

The purpose of this letter is to give formal notice of your breach of the Agreement.

Specifically, you are in breach of paragraph < Paragraph Breached > of the Agreement, which provides that_____.

The nature of your breach is_____.

Please be advised that if < corrective action that must be done > is not completed within fifteen (15) days, we will have to terminate the Agreement under article 8 and seek any damages provided for in accordance with the Agreement.

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