Exhibit B

(Proposed Order)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
Velti Inc., *et al.*,[1]	:	Case No. 13-12878 (PJW)
	:	(Jointly Administered)
Debtors.	:	**Re: Docket No. ____**

ORDER GRANTING APPLICATION OF DEBTORS AND DEBTORS IN POSSESSION PURSUANT TO SECTIONS 327(a) AND 330(a) OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 2014(a) AND LOCAL BANKRUPTCY RULE 2014-1 FOR AN ORDER AUTHORIZING THEM TO RETAIN AND EMPLOY SITRICK AND COMPANY AS CORPORATE COMMUNICATIONS CONSULTANTS *NUNC PRO TUNC* TO THE PETITION DATE

This matter coming before the Court upon the *Application of Debtors and Debtors in Possession, Pursuant to Sections 327(a) and 330(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a) and Local Bankruptcy Rule 2014-1 for an Order Authorizing Them to Retain and Employ Sitrick and Company as Corporate Communications Consultants Nunc Pro Tunc to the Petition Date* (the "Application"),[2] filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); the Court having reviewed the Application and the Laurie Declaration, and having scheduled a hearing before the Court (the "Hearing"); the Court

[1] The Debtors are the following six entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Velti Inc. (4475), Air2Web, Inc. (5572), Air2Web Interactive, Inc. (2364), Velti North America, Inc. (8900), Velti North America Holdings, Inc. (3953) and Velti US Holdings, Inc. (8299). The mailing address of each of the Debtors, solely for purposes of notices and communications, is Spear Tower, 1 Market Street Suite 1400, San Francisco, California 94105.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b), (iii) venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409, (iv) notice of this Application and the Hearing was appropriate under the circumstances and (v) Sitrick is a "disinterested person," as defined in Section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code in that (A) Sitrick has no connection with the Debtors, their creditors, the United States Trustee, any person employed by the office of the United States Trustee or any party with an actual or potential interest in these chapter 11 cases or their respective attorneys or accountants, except as set forth in the Laurie Declaration, (B) Sitrick is not a creditor, equity security holder or insider of the Debtors, (C) Sitrick is not and was not, within two years of the Petition Date, a director, officer or employee of the Debtors and (D) Sitrick neither has nor represents an interest adverse to the interests of the estates or of any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors or for any other reason; and the Court having determined that the legal and factual bases set forth in the Application, the Laurie Declaration, and at the Hearing, establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.

2. The Debtors are authorized to retain, employ and compensate Sitrick as their corporate communications consultant in these chapter 11 cases, pursuant the terms and conditions set forth in the Application and the Engagement Letter, as modified by this Order, *nunc pro tunc* as of the Petition Date.

3. Sitrick shall file monthly, interim and final fee applications in accordance with any procedures established by the Court, sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

4. Notwithstanding anything to the contrary in the Engagement Letter, the following shall apply:

(a) Sitrick shall not be entitled to indemnification, contribution or reimbursement for services other than the services provided under the Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefore are approved by the Court;

(b) Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense to the extent that it is either (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from that person's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege the breach of Sitrick's contractual obligations unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to judicial determination as to the exclusions set forth in clauses (i) and (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order; and

(c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become final and no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, Sitrick believes that it is entitled to payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter, including without limitation the advancement of defense costs, Sitrick must file an application before this Court, and the Debtors may not pay any such amounts to Sitrick before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for payment by Sitrick for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Sitrick under the Engagement Letter.

5. In the event that Sitrick seeks reimbursement from the Debtors for attorneys' fees and expenses pursuant to the Engagement Letter, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Sitrick's own applications, both interim and final, and these invoices and time records shall be subject to the United States Trustee guidelines and the approval of the Bankruptcy Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code, and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

6. To the extent that there may be any inconsistency between the terms of the Application, the Engagement Letter, and this Order, the terms of this Order shall govern.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

8. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062 or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. Notwithstanding anything to the contrary in the Engagement Letter, during the pendency of these chapter 11 cases, this Court shall retain exclusive jurisdiction over (i) any dispute arising out of or relating to the Engagement Letter, and (ii) all matters arising from or related to the implementation of this Order.

Dated: _____, 2013
Wilmington, Delaware

The Honorable Peter J. Walsh
United States Bankruptcy Judge