



3DGLOBAL SOLUTIONS INC

Indianapolis* New York NY * Washington D.C. * Lima Peru * Dubai UAE
www.3dglobalsolutions.net

CONSULTING AGREEMENT

AGREEMENT dated as of July 1, 2008 between 3D Global Solutions, Inc., an Indiana corporation with offices at 12898 Pontell Place, Westfield, IN 46074 (the "Company"), and Mattis Ventures Government Division, an Indiana Limited Liability Company whose principal Place of Business is at: 12952 Pontell Place, Westfield Indiana 46074 (the "Consultant") (each a "Party" and collectively the "Parties").

For good and valuable consideration, and intending to be legally bound hereby, the Company and the Consultant hereby agree as follows:

ARTICLE I ENGAGEMENT AND TERM

The Company hereby engages the Consultant, and the Consultant hereby agrees to serve the Company, during the period commencing as of the date first above written and continuing until this Agreement is terminated or expires pursuant to the terms hereof, for the purposes set forth herein.

The Consultant is being engaged for the purpose of serving the functions of the Company's Hearing Aid consulting and sales Business Division, to assist the Company by acting as the Company's Hearing Aid Product and Hearing Aid industry Subject Matter Expert for the Company's Hearing Aid consulting and sales Business Division.

ARTICLE II TERM; COMPENSATION

2.1 (a) Term; Consulting Fees. The term of this Agreement (the "Term") shall be twelve months from the date first above written, unless earlier terminated in accordance with the provisions hereof. The Term may be extended for one or more additional twelve month periods upon the mutual written agreement of the Parties expressly stating that the term of this Agreement is extended. During the Term, the Company shall pay to the Consultant consulting fees ("Consulting Fees") in the amount of \$7,000 per month, per client the Consultant assists the Company secure Hearing Aid consulting services or Hearing Aid product sales, or sales or distribution contract(s) payable monthly in arrears, or more frequently as determined solely by the Company in accordance with its normal payroll practices. Consulting Fees will begin to be payable on (1) the fifteenth day of the month immediately following the first month in which the operations of the Company's Business Development of Hearing Aids result in a Cash Flow Positive Month. A "Cash Flow Positive Month" shall mean a calendar month in which Current Assets exceed Current Liabilities by more than \$5,000, as such terms are understood and computed in accordance with generally accepted accounting principles applied on a consistent basis.

CONSULTANT shall establish his own work hours, but will be available during regular business hours from time to time to communicate or to coordinate with 3D Global Solutions Inc, as necessary.

2.1(b) Termination. This Agreement may be terminated at any time during the Term (a) by the Company for convenience, upon written notice to the Consultant delivered not less than thirty days prior to the date on which such termination shall become effective, provided, however, that the Consultant shall be entitled to payment of all Consulting Fees and Performance Bonus (as defined herein) applicable to the period through the date of effectiveness of such termination; (b) by the Company at any time upon immediate notice in the event of a material breach by the Consultant of the terms of this Agreement, in which event the Consultant shall be entitled to no Consulting Fees other than those earned in the period prior to the date on which such termination notice is delivered and he shall be entitled to no Performance Bonus other than Performance Bonus already paid; (c) by the Consultant for convenience, upon written notice to the Consultant delivered not less than thirty days prior to the date on which such termination shall become effective, provided, however, that the Consultant shall be entitled to payment of all Consulting Fees and Performance Bonus applicable to the period through the date of effectiveness of such termination; (d) by the Consultant at any time upon immediate notice delivered to the Company in the event of a material breach by the Company of the terms of this Agreement, which breach has remained uncured for a period of ten days following written notice by the Consultant specifying the breach, in which event the Consultant shall be entitled to payment of all Consulting Fees and Performance Bonus applicable to the period through the date of effectiveness of such termination; or (e) at any time by the mutual agreement of the Parties.

In the event of a Government contract being terminated for any other reason, including but limited to "convenience of the Government", Consulting fees and any Performance Bonus arising therefrom shall be limited to the extent of the monetary compensation provided by the Government for Consultant's services or a % (to be determined) of the net profits received from the Government for termination of any contract (in which Consultant is to be compensated by Company) for any reason whatsoever, at the sole discretion of the Company. Convenience is defined and understood to have the same meaning as defined and stated in the Prime contract between the Company and GN Resound.

2.1(c) Expenses. The Company shall pay or reimburse the Consultant for all expenses reasonably incurred by him in furtherance of his duties hereunder including, without limitation, expenses for traveling, meals, hotel accommodations and the like, provided, however, that any such expenses in excess of \$100 shall be pre-approved by the Company prior to their incurrence and detailed, upon submission of vouchers, receipts and other reasonably appropriate documentation supporting such claim for reimbursement in order for such expenses to be reimbursable hereunder.

2.1(d) Performance Bonus. Subject to the provisions set forth in Section 2.1(b) above, the Consultant shall have earned, and shall receive from the Company, a “Performance Bonus” equal to 50% of the net profit realized by the Company with respect to the engagement and deployment of contracts with Hearing Aid clients that the Consultant assists the Company in contracting services (the “Hearing Aid Business”). Any Performance Bonus shall be payable semi-annually on July 15 and January 15 of each calendar year with respect to the six full calendar months immediately preceding such dates, beginning with any such payment which would be due on Jan 15, 2009. Payment made on July 15 shall be based upon estimated net profit for such period and, to the extent actual net profit for such period is greater or lesser than the estimated net profit for such period, such excess or shortfall shall be added to or subtracted from, as the case may be, the payment to be made on the immediately following January 15.

For purposes hereof, “net profit” shall mean all income actually received by the Company with respect to its Hearing Aid consulting and sales Business Division, minus all costs of the Company associated with its Hearing Aid consulting and sales Business Division, including, without limitation, (i) payments made to other Independent Contractors the Company employs, costs incurred by the Company in connection with the training, transportation, redeployment, and replacement of such persons, (ii) costs incurred by the Company prior to engagement of such persons but otherwise attributable to the Company’s Hearing Aid consulting and sales Business Division, including travel expenses, lodging, communication and incidental expenses incurred by Company personnel or consultants, (iii) payments made to all consultants (other than the Consultant) and other third parties engaged by the Company in connection with the Company’s Hearing Aid Consulting & Sales Business Division, and (iv) the Company’s costs and overhead to the extent directly attributable to the Company’s Hearing Aid Consulting & Sales Business Division and a portion of the Company’s costs and overhead equal to the percentage of the Company’s aggregate business represented by the Company’s Hearing Aid Consulting & Sales Business Division .

2.1(e) Limitation of Liability to Consultant.

In the event a Government contract is terminated for any other reason, including but not limited to “Convenience of the Government”, Consulting fees and any Performance Bonus arising therefrom shall be limited. The Company’s liability to Consultant shall be limited to the actual monetary compensation provided by the Government to Company for Consultant’s services or a % (to be determined) of the net profits calculated, as defined and stated above in Par 2.1(d), from compensation received by the Company from the Government of any contract (in which Consultant is to be compensated by Company), for any reason whatsoever, at the sole discretion of the Company.

ARTICLE III
CONFIDENTIAL INFORMATION

3.1(a) The Consultant will not at any time, whether during or after the termination or cessation of its engagement hereunder, reveal to any person, association or company any of the trade secrets or confidential information concerning the organization, business or finances of the Company so far as they have come or may come to its knowledge, except as may be required in the ordinary course of performing its duties as a consultant of the Company or except as may be in the public domain through no fault of the Consultant, and the Consultant shall keep secret all matters entrusted to it and shall not use or attempt to use any such information in any manner which may injure or cause loss or may be calculated to injure or cause loss whether directly or indirectly to the Company.

3.1(b) The Consultant agrees that during the Term it shall not make, use or permit to be used any notes, memoranda, drawings, specifications, programs, data or other materials of any nature relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs otherwise than for the benefit of the Company. The Consultant shall not, after the termination or cessation of its consultancy hereunder, use or permit to be used any such notes, memoranda, drawings, specifications, programs, data or other materials, it being agreed that any of the foregoing shall be and remain the sole and exclusive property of the Company and that immediately upon the termination or cessation of his engagement the Consultant shall deliver all of the foregoing, and all copies in his possession or under its control, to the Company, at its main office. Notwithstanding the foregoing, the Consultant may retain one copy of such notes, memoranda, drawings, specifications, programs, data or other materials for reasonable record keeping purposes but not for use other than in connection with any matter arising hereunder or as legally required.

ARTICLE IV
RIGHT TO INJUNCTION

The Consultant acknowledges and agrees that the services rendered and to be rendered to the Company by it are of a specialized and unique character and that irreparable and immediate damage will result to the Company if Consultant fails to, refuses to or neglects to perform its agreements and obligations hereunder. In the event of such a failure, refusal or neglect by the Consultant, the Company shall be entitled to injunctive relief or any other legal or equitable remedies including the recovery, by appropriate action, of the amount of the actual damage caused to the Company by any such failure, refusal or neglect by the Consultant. The remedies provided in this Agreement shall be deemed cumulative and the exercise of one shall not preclude the exercise of any other remedy at law or in equity for the same event or any other event.

ARTICLE V
NONCOMPETITION; NONSOLICITATION

5.1 Noncompete. During the Term, and for a period of 12 months following the expiration or termination of this Agreement for any reason or for no reason, the Consultant shall not, directly or indirectly, on behalf of itself or as a stockholder, partner, member, associate, employee, consultant, advisor, owner, agent, creditor or co-venturer of any other person or entity, or in any other capacity, engage in any business which competes with the business of the Company, as the same exists on this date or from time to time during the Term.

5.2 Nonsolicitation. During the Term, and for a period of 12 months following the expiration or termination of this Agreement for any reason or for no reason, the Consultant shall not, directly or indirectly, on behalf of itself or as a stockholder, partner, member, associate, employee, consultant, advisor, owner, agent, creditor or co-venturer of any other person or entity, or in any other capacity, (i) solicit, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire any person who is an employee of the Company or an affiliate of the Company, or (ii) solicit, induce or attempt to solicit or induce any supplier, licensee, third-country national or other business relation of the Company to cease doing business with the Company, or in any way interfere with the Company's relationship with any client or business relation of the Company.

ARTICLE VI
MISCELLANEOUS

6.1 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

6.2 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

6.3 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written approval of the other Party; provided, however, that the Company may assign this Agreement to an Affiliate of the Company. For purposes hereof, "Affiliate" shall mean any entity controlling, controlled by or under common control with the Company.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, and by any Party on separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as

to any Party hereto to produce or account for more than one such counterpart executed and delivered by such Party.

6.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

6.6 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient to the address set forth in the first paragraph of this Agreement. Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the New York and applicable to contracts made and to be performed wholly within such State, as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies (without giving effect to any choice or conflict of law provision or rule, whether of the state of New York or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than the state of New York).

6.8 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Company and the Consultant. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

6.10 Expenses. Each of the Parties will bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the

transactions contemplated hereby.

6.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

6.12 Submission to Jurisdiction. Each of the Parties submits to the jurisdiction of any state or federal court sitting in District of Columbia, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Any Party may make service on any other Party by sending or delivering a copy of the process (i) to the Party to be served at the address and in the manner provided for the giving of notices in Section 6.6 above. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

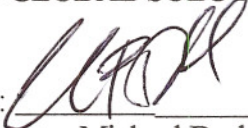
6.13 Successors in Interest. All provisions of this Agreement shall survive the termination or cessation of the Consultant's engagement with the Company and shall be binding upon and inure to the benefit of and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and assigns of either of the Parties to this Agreement.

6.14 Survival. The provisions of Articles III, IV, V and VI hereof shall survive expiration or termination of this Agreement for a period of 12 months.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

3D GLOBAL SOLUTIONS, INC.

By: 

Name: Michael Dodd

Title: President and CEO

MATTIS VENTURES

By: 

Name: Michael Mattis

Title: Principal

Schedule A
Scope of Work performed by Consultant

- The company culture supports strong, self-reliant leadership capable of working in an evolving and matrixed team environment
- The down-to-earth, pragmatic environment is focused on results, and employees are passionate about making a difference.
- Manages a substantial or complex brand or multiple brands
- Responsible for the development and implementation of Business Development plans including market strategy, sales coordination, pricing proposal, merchandising and media plan, packaging, and distribution
- Identifies product growth and new product opportunities
- Modifies plan to meet opportunities
- Analyzes and interprets marketing & business development data to take advantage of opportunities and minimize adverse trends
- Works closely with business development, research, sales, manufacturing, distribution, advertising agencies and legal in the development of marketing plans.
- Assist in the development of brand positioning, advertising, pricing and new product strategies.
- Develop and executes annual business development plan.
- Integrate activities of key departments.
- Evaluate progress against plan and recommends corrective action as needed
- Advise senior management on key strategic recommendations
- Supervise activities of external agencies.
- Integrate internal staff and external agencies.
- Maximize profitability of assigned product lines
- Develop and control consumer marketing budgets

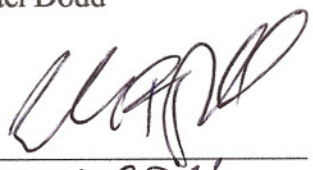
- Develop advertising and promotion strategy and vehicles and timing.

3D Global Solutions Inc, LLC

By:

Michael Dodd

Date:



CONSULTANT

By (Sign):

Write Name: MD

Date:

7/1/08