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U.S. SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 8-K
CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED)

November 19, 2010

KLEVER MARKETING, INC.

(Name of small business issuer as specified in its charter)

Delaware	000-18730	363688583
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

7964 West 79th Street, Playa Del Rey, CA 90293
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (801) 847-6444

2469 E. Ft. Union Blvd., Suite 214, Salt Lake City, Utah 84121

(FORMER NAME OR FORMER ADDRESS, IF CHANGED SINCE LAST REPORT)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Merger Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Merger Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Merger Act (17 CFR 240.13e-4(c))
-

Item 1.01 Entry into a Material Definitive Agreement

On November 8, 2010, Klever Marketing, Inc. (the "Company") issued a press release communicating that the Company had entered into two major software development contracts to further the development of its proprietary software applications. The press release issued and the related agreements entered into are hereby incorporated by reference into this Item 1.01. A full copy of this press release is included as Exhibit 99.1 to this 8-K. The agreements referred to in the press release are included as Exhibits 10.6 and 10.7 to this 8-K.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

Exhibit No. Document

10.6 Software Development Works Agreement between Klever Marketing, Inc. and Qualzoom Inc. dated August 15, 2010

10.7 Software Development Agreement between Klever Marketing, Inc. and Briabe Media Inc. dated September 22, 2010

99.1 Press release dated November 8, 2010 announcing Klever Marketing, Inc. entering into software development agreements with Qualzoom Inc. and Briabe Media, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 19, 2010

Klever Marketing, Inc.

/s/ Paul G. Begum

Paul G. Begum
Chairman and CEO

EXHIBIT INDEX

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Software Development Works Agreement

Statement of Work

This Statement of Work ("SOW") adopts and incorporates by reference the terms and conditions of the Software Development Works Agreement ("Agreement")

BETWEEN

Qualzoom Inc., whose registered office is at 5350 Avenida Maravillas / Box 7031, RSF, CA92067 USA ("Qualzoom"/Supplier)

AND

Klever Marketing ("Klever"/"Buyer"), whose registered office is at

This SOW is effective upon signature date of this SOW and will remain in effect until the end of the Warranty Period. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the Base Agreement, and any applicable Work Authorizations.

The following is incorporated in and made part of this SOW:

- Appendix A Project Change Control Procedure
- Appendix B: Quality Requirements For Commercially Available Software

1 Scope of Work

This Statement of Work defines the effort to develop, test, and support a mobile applicationsolution (mobile client and server) for Klever Media's Giving Cart technology.

The work consists of developing, porting test/integration, deploying and supporting a complete end-to-end mobile application system including client application and backend web application + database development as outlined in Klever Mobile Application Requirement v1.0 (Requirement Spec).

The work will be carried out by Qualzoom personnel, with qualification of software developers and system/UI tester and seniority that ranges from Senior to Expert.

The scope of work includes software testing and commercial support. Completion criteria are the successful execution of the test cases during Acceptance Testing.

2 Documentation

Referred documents:

#	Title	Version
[1]	Klever Mobile Application Requirements	1.0
[2]		
[3]	Other product documentation will be defined during the work	

3 Solution description

The Mobile Client application will feature the following characteristics:

Platform developing environment	iPhone OS, Android
Tailored for the following handset models	iPhone 3GS, iPhone4 Android Platform based mobile handsets (tbd)
Supported Localization	English
Over the Air Upgrade	Possible updates will be performed over the air. The content server will be hosted by Klevernet

3.1 Features from User Prospective

The Mobile Client will support the features specified in document [1].

Concerning UI look and feel, document [1] "Klever Mobile Application Requirements" provides a high level reference framework.

During the work, the user experience of Mobile Client will be jointly agreed with Klever.



3.2 Quality Target for the application

The quality target of the Mobile Client application software is listed in the following table.

Perceived quality parameters	Coverage
Power Management	Addressed, limited to the capability of the OS in the mobile handset
Usability and MMI interface	Addressed
Phone application integration	Addressed
SIM and address book integration	Addressed
Standards and Protocols	
Standard Compliance and interoperability	To achieve interoperability with external system and network APIs
Software related parameters	
Exception Handling	Covering most network faults or conditions
Optimization	Addressing optimal usage of the network connections
Engineering mode and service mode	Not addressed



3.3 Support

Support during Warranty will be as per the following Service Level Objectives

Table 1 – Service Level Objective

Category	Definition	Response	Resolution
Critical	Problem reported	24 Hours	Fixes provided as

	halts the application operation completely. Users cannot continue using application until the problem is resolved		quickly as possible based on commercially feasible best efforts
High Importance	Problem reported halts portions of the application operation. Users can continue with a subset of features until the problem is resolved	5 days	Fixes provided as quickly as possible based on commercially feasible best efforts
Medium	Problem reported negatively impacts user experience. Users can continue with using the application.	15 days	During deployment
Low	New feature requests and improvement suggestions	N/A. Document for future analysis and resolution	Out of Scope for this document



4 Qualzoom Responsibilities

4.1 General Description

Qualzoom will design, develop, test, and support the deployment of the Klever Mobile Client application and server software. The following tasks are to be completed for application deployment:

Task 1 - Qualzoom Project Management

The purpose of this task is to manage the Qualzoom resources, tasks, and issues. This task consists of the following subtasks:

- Prepare the Project Plan identifying the activities, estimates, resource assignments, and dependencies required to design, port, test, and support the Mobile application.
- Conduct weekly status meetings with Klever. Items to cover:
 - Accomplishments of the period
 - Plans for next period
 - Issues
 - Development Status (summary percentage of developed code and other software metrics)
- Serve as the single point of contact for development

This task is on-going through the term of this SOW and will be complete when the Mobile Application has successfully passed Acceptance Testing.

Task 2 - Software Release development

The purpose of this task is to develop the software releases of the Klever Mobile Application solutions.

The development will go through various Beta Releases, Release Candidate for Acceptance and the Final Release.

The Beta releases will provide all the application functions in an incremental fashion. Such releases will be given by the development team to the testing team for verification purposes. The purpose is to verify usability, UI design, Web/DB Server design and compliance with the Klevernet requirement specification.

The final Beta release, referred as the Release Candidate for Acceptance, will be used for Acceptance procedure.

This task will be completed when the Klever Mobile Application Release Candidate meets the expected results defined in the Acceptance Test Case Document.

The Release Candidate will be then name as the Final Release to be used for deployment purposes.

Task 3 - IOT and Regression Testing

The purpose of this task is to support the IOT (Inter-Operability Testing) and Regression Testing of the Klever Mobile application solution, including mobile and Web/DB Server components on live network.



This task consists in performing test in real case scenarios on Beta Release of the Mobile application. The corresponding results will be document on IOT/Regression Test Reports.

Task 4 - Development during Support phase

The purpose of this task is to provide development support in case defects (as per Table 1-Service Level Objective) are found during the deployment phase for the duration of the Warranty.

Maintenance releases will be developed to solve defects found during live operation. Each maintenance release will be given to Klever and made available to existing customer base through OTA Upgrade.

Task 5 - Verification and Regression Testing during Support phase

The purpose of this task is to provide Verification and Regression Testing support in case defects are found during the deployment phase for the duration of the Warranty.

Each maintenance release will be tested to verify that it fixes the found defects. Such release will also be regression tested to verify that additional bugs have not been added.

A Regression and Verification Testing Summary Report reports the testing result as soon as the maintenance release passes the functional and regression tests criteria.

4.2 Developed Works

The following deliverables are considered Developed Works for the purposes of this SOW. These deliverables were defined in the Responsibilities section and are due in accordance with the estimated schedule in Section 7.

Deliverables of Task 1 -Qualzoom Project Management

- Project Plan

Deliverables of Task 2 -Software Release development

- Release Candidate for Acceptance
- Final Release

Deliverables of Task 3 -IOT and Regression Testing

- IOT/Regression Test Report

Deliverables of Task 4 -Development during Support phase

- Maintenance Release (if any)

Deliverables of Task 5 -Verification and Regression Testing during Support phase

- Verification Testing Summary Report



4.3 Licensed Works

Supplier grants Buyer a fully paid up, exclusive, worldwide, perpetual, irrevocable license to use, execute, install, and deploy the Mobile Application software (“Software”).

4.4 Supplier Restrictions

The license granted herein shall be exclusive to Klever and Qualzoom shall not grant any license, or grant any interest whatsoever in, sell, offer for sale to other vendors.

5 Klever responsibilities

Task 6 - Klever Project Management

The objective of this task is to provide a single point of contact to Qualzoom for development of the Mobile Application software. This task consists of the following subtasks:

- Participate in weekly status meeting with Qualzoom .
- Provide Qualzoom with the Klever products, prototypes, accessories, documentation and software identified as dependencies for the development.

Additional requests will be given during the weekly status meetings.

- Provide reviews and approvals on Qualzoom deliverables in accordance with agreed-to timeframes in the Project Plan
- Serve as the single point of contact for Problem Reporting during the UI Testing and Acceptance Testing

This task will be complete when the Acceptance Testing has been successfully completed.

Task 7 - Conduct Acceptance Testing

- Support and attend Acceptance Testing activities
- Finalize the Acceptance Testing Report based on results of the Acceptance Testing procedure

This task completes when the Mobile Application Release Candidate meets the expected results defined in the Acceptance Test Case Document.

5.1 Deliverables

The following deliverables were defined in the previous section and are due in accordance with the estimated schedule in Section 7.

Deliverables of Task 6 -Klever Project Management

- Supporting docs, Required SW licenses, HW, accessories as required

Deliverables of Task 7 -Conduct Acceptance Testing

- Acceptance Testing Report



6 External Dependencies

Ext 1 - According to section 6 “External interface requirements” and section 8 “Open Issues” of document [1] “Klever Mobile Application Requirements”.

7 Major Milestones and Overall Schedules

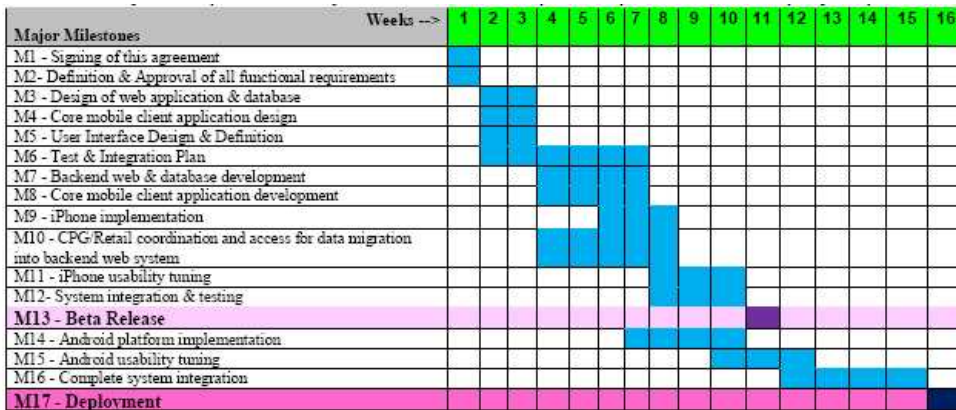
A detailed Project Plan will be developed as part of this agreement by Qualzoom. The following table lists summary of major deliverables. The nature of the work is collaborative, and both Qualzoom and Klever will team up to complete the work with the target dates.

Items	Milestones & Deliverables	Responsible	Involved
M1	Signing of the Development Agreement	Joint	Joint
M2	Definition & Approval of all functional requirements	Klever	Review

M3	Design of backed web application & database	Qualzoom	Review
M4	Core mobile client application design	Qualzoom	Review
M5	User Interface Design & Definition	Qualzoom	Review
M6	Test & Integration Plan	Qualzoom	Review
M7	Backend web & database development	Qualzoom	Review
M8	Core mobile client application development	Qualzoom	Review
M9	iPhone implementation	Qualzoom	Review
M10	CPG/Retail coordination and access for data migration into backend web system	Joint	Joint
M11	iPhone usability tuning	Qualzoom	Review
M12	System integration & testing	Qualzoom	Review
M13	Beta Release	Qualzoom	Review
M14	Android platform implementation	Qualzoom	Review
M15	Android usability tuning	Qualzoom	Review
M16	Complete system integration	Qualzoom	Review
M17	Deployment	Joint	Joint



The following schedule provides overall schedule for activities listed above. These estimates may be superseded by schedules developed as part of detailed project plan.



8 Overall Resource Allocation

According to the overall deliverables and timelines as described above, Qualzoom will allocate the following resources for the duration of the project:

High level tasks	Resources	Roles
Overall Project management	Program manager	Project manager
Mobile Client Design & Development	Development Engineer1	Lead Engineer
	Development Engineer2	Engineer
Backend Web & database design & Development	Development Engineer1	Lead Engineer
	Development Engineer2	Engineer
Test Plan & Execution	Test Engineer1	Engineer

9 PROJECT COMPLETION AND Klever ACCEPTANCE CRITERIA

The development of the Klever Mobile Application will be completed when the deliverables defined in Sections 4 of this SOW have been approved with written notification by the Klever Project Manager, the Beta trial evaluation period has been completed, and the reported in-scope defects (functional and load) have been successfully resolved and approved by the Klever Project Manager.

10 SCHEDULE AND PAYMENT TERMS

10.1 Fixed Fee

Subject to the conditions expressed in this Agreement and SOW, Klever shall pay Qualzoom a fixed price of \$210,000 on the schedule set forth in the below for the completed work that is performed under this SOW.

Upon execution of this SOW, Klever shall provide Qualzoom with a supporting purchasing order (PO).

Any additional requirements for funding must be requested first via the Project Change Request (PCR) and finalized with an executed amendment to this SOW.

PAYMENT AND MILESTONE SCHEDULE

Milestone	Payment
M1 - Upon on execution of this Agreement	\$65,000
M13 - Beta Release	\$65,000
M17 - Commercial Release	\$65,000

10.2 Invoicing

Within thirty (30) days of receipt of a correct invoice ISSUED BY QUALZOOM, provided Klever has accepted each Deliverable identified in this SOW, Klever will pay Qualzoom the amounts listed in this SOW in accordance with the corresponding payment schedule. All payments shall mean the agreed-upon price and currency in US Dollar.

10.3 Payments

All the payments to Qualzoom, shall be made to the following bank account:

11 Confidential Disclosure Agreements

The disclosure of confidential information between Klever and Qualzoom is subject to the terms and conditions of a Confidential Disclosure Agreement and any relevant Supplements thereto. No confidential information exchange between Qualzoom and Klever shall occur until after a NDA is signed, which specifies what information is being exchanged.

12 Quality Measurements

Qualzoom represents that it has a product and service quality program that includes:

- Performance targets;
- Assessment of engineering, development and test processes;

- Configuration and change management processes;
- Assessment of the quality of Deliverables, Products and Services;
- Documents non-conformances; and
- Processes to correct errors or other non-conformances. Supplier will periodically, as negotiated, provide Buyer its standard product development life cycle and error metrics.

An example of the data of interest is included in the Appendix entitled "Sample Data Collection Form for Supplier".

The parties agree that the Appendix entitled "Quality Requirements for Commercially Available Software" is hereby incorporated by reference into this Agreement.

13 Communications

All communications between the parties will be carried out through the following designated coordinators:

Business Coordinators

For Qualzoom	For Klever
Name	Name Robert A. Campbell
Title	Title
Address	Address
Phone	Phone 310-628-1158
E-mail	E-mail bccontrol@gmail.com

14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, the United States of America, without regard to provisions concerning conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event any proceeding or lawsuit is brought by either Party in connection with this Agreement, the prevailing Party in such proceeding or lawsuit shall be entitled to receive its costs for such action, including its reasonable attorneys' fees and expert witness fees.



ACCEPTED AND AGREED TO:

Klever

By: Robert A. Campbell Date: 8/15/10

Buyer Signature

Printed Name

COO
Title & Organization

Buyer Address:

ACCEPTED AND AGREED TO:

Qualzoom

By: Isaac Etemowa Date: Aug 19, 2010

Supplier Signature

Printed Name

CEO
Title & Organization

Supplier Address:



Appendix A

Project Change Control Procedure

Either party may request changes to this SOW at any time. Both the KLEVER and Qualzoom Project Managers must approve each change before implementing it. Any change to the scope of this SOW must be made by a formal Amendment to the SOW executed by the parties. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW

The following describes the procedure to be used if a change to this SOW is required:

- A Project Change Request (PCR) will be the initial vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Managers of the requesting party will review the change and determine whether to submit the request to the

other party. Both Project Managers will review the proposed change and approve it for further investigation or reject it.

· Prior to amending this SOW, the PCR must signed by both parties.



APPENDIX B

QUALITY REQUIREMENTS FOR COMMERCIALLY AVAILABLE SOFTWARE

Supplier will verify the performance of the following processes in order to ensure their ability to support fielded Supplier product and respond to Buyer requirements.

1 SUPPLIER'S DEVELOPMENT AND SUPPORT MANAGEMENT

Supplier will initially document and provide to Buyer the measurement of size of product, the product errata data (e.g., number of defects reported and fixed in the product, number and size of maintenance releases, etc.), and size and makeup of product management, development, and support teams. Supplier's quality assurance team will periodically measure tracking activities and review with Buyer (Buyer and Supplier will determine frequency of project management reviews, which will not be more than one per year).

2 CHANGE MANAGEMENT PROCESS ASSESSMENT

2.1 Assessment Elements

Supplier's quality assurance team will determine the status of product support activities by making appropriate periodic measurements and reviewing with Supplier project management, Supplier senior management and Buyer. An initial assessment of product support and change management processes has been made by Buyer, with presentation by Supplier's quality assurance team. Ongoing assessments, as appropriate, will be made at twelve (12) month intervals, or otherwise as agreed by Buyer and Supplier.

Assessment Elements will consist of the following, at a minimum.

- a) Review of the overall change management (CM) process used by Supplier to manage change and/or enhancement requests for the base product and any Buyer specific deliverables.
- b) Review of the CM plan and status of CM activities against plan for Buyer specific deliverables and base product changes and enhancements.
- c) Change request summary and status for Buyer specific deliverables and base product changes and enhancements.
- d) Trouble report summary and status for Buyer specific deliverables and base product changes and enhancements.
- e) Completed work, expended effort and resources in CM activities for Buyer specific deliverables and base product changes and enhancements.
- f) Results of configuration item baseline audits for Buyer specific deliverables and base product changes and enhancements.
- g) Review of project schedules, issues, concerns, relevant technical specifications, and testing status for Buyer specific deliverables and base product changes and enhancements.
- h) Buyer participation in testing process prior to release including scenarios, test plans, integration and scalability testing and beta release.

3 REVIEWS

On a periodic basis, if deemed necessary due to high defect rates experienced by Buyer in Supplier's product, Buyer or Buyer's quality representative may conduct reviews at Supplier's and Supplier's sub - tier supplier's development locations. Supplier may, at



Buyer's request and at a mutually agreeable time, permit access to Buyer to Software

Development operations and inspection of interim and final change management deliverables for Buyer specific and base product deliverables, including access to the sub -tier supplier facilities. Reviews shall include review of Supplier product process control, quality inspection test data, internal audit reports, and other information related to the product being procured to verify compliance to the terms of this Software Supplier Quality Appendix (SSQA). Under normal circumstances Supplier shall be given at least a two week advance notice by Buyer representatives of their intent to visit. Supplier shall ensure access for Buyer's auditors to all the sites where work is being performed or materials being delivered to Supplier in performance of Supplier's change management work for Buyer specific and base product deliverables. A high defect rate is defined as more than two occurrences of a production outage of Supplier's product found to be due to Supplier product flaws, or two or more defects in Supplier's product which affect Buyer by requiring code fixes by Supplier to resolve in any one Supplier product release.

4 DOCUMENT CONTROL

Supplier shall ensure that all documents pertinent to its product, such as software change management specifications and designs, contracts, policies, procedures, software development process flow chart, and work instructions (including test procedures) are under configuration control and are available to all necessary personnel in the development environment. Supplier shall have a document configuration control system for the effective updating/removal of any obsolete documentation from all development areas.

5 QUALITY RECORDS

Supplier shall establish and maintain procedures for identification, collection, indexing, filing, storage, maintenance, and disposition of all quality records.

6 QUALITY PROBLEM NOTIFICATION TO BUYER

Supplier must notify Buyer of any quality or reliability problems, using Suppliers standard procedures or those negotiated between Buyer and Supplier that may affect Buyer's use of Supplier's product. These problems may have been identified by Supplier's internal testing (i.e., process control data, internal test data, quality data, etc.), by third parties who produce products on behalf of Buyer, or by another customer (see ISO 9001).

7 CHANGES

Buyer's quality representative shall be notified of all software development life cycle process changes, development, test, and support location changes, or development, test, or support outsourcing decisions for Supplier's product(s) covered by this agreement, at least ninety (90) days prior to their implementation as these changes may significantly affect form, fit, function, quality, reliability or support for Supplier's product.



APPENDIX C

Warranties

Supplier warrants to Buyer as follows:

The Delivered Software will be free from errors, will conform to and perform in accordance with the Specifications including User documentation and will function properly.

The Delivered Software will be compatible with and operate with other software, hardware and products configured in accordance with user documentation.

The initial warranty period shall begin upon delivery of the Delivered Software and continue for one (1) year ("Warranty Period").

The performance warranty shall begin upon Acceptance of the Delivered Software and continue for the period during which Buyer shall be entitled to receive maintenance.

Repaired and replacement Delivered Software shall be warranted as set forth above in this clause. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO



Klever Marketing: Design Proposal

September 22, 2010

The items included in this proposal including all creative concepts, program recommendations, slogans, graphical designs and other items are confidential intellectual properties of Briabe Media, Inc. The use of this information other than to establish a working relationship with Briabe or to promote our capabilities is strictly prohibited.

Introduction

As a part of a broader update of its corporate image and products, Klever Marketing is seeking assistance in defining a new corporate identification while incorporating design elements that better conveys to its major stakeholders its unique value propositions, mission and role in the mobile marketing ecosystem. As a part of these plans, Klever has contacted Briabe Media to request a proposal for major design and branding support.

We are pleased to extend Klever our proposal for design assistance with the brand elements identified herein. As an interactive agency with significant mobile marketing experience with some of the nation's leading advertisers and advertising agencies, Briabe is uniquely positioned to assist Klever in developing and executing successful design strategies that will resonate with your target audiences to deliver the desired business results.

Briabe's Design Proposal

Klever Marketing Required Design Elements:

1. Branding Elements for Klever Marketing

- **Deliverables:**

- Design look & feel / visual branding including new Klever Marketing logo and color pallets.
- 3 Comps will be delivered for each items

- **Budget:**

- **\$5,120**

- **Resource(s):** ◦ One (1) LA Based Senior Designer

- **Time Frame:** ◦ Branding – one week from contract signing/ 3 comps per item

2. Flash Corporate And Product Overview Video

- **Deliverables:**

- Two to three minutes flash video, Klever Marketing Introduction
- Develop video script
- Source voiceover talent

- **Budget:**

- \$4500 (Eight senior designer man days at \$520, plus voiceover fees)

- **Resource:**

- One (1) LA Based Senior Designer and voice over talent

- **Time Frame:**

- 2.5 weeks after contract signing pending script approval.

3. iPhone Application User Interface Design

- **Deliverables:**

- Icons and graphic creation for Application

- o Transitions / animations
- o Initial UX info gathering
- o Application Architecture / wireframe dev
- o Design refinements
- o Post design support for development phase

• **Budget:**

- o 15 Senior Designer Man Day at \$520/day - \$7800
- o 3 Illustrator Man Days at \$440/day - \$1320
- o **Total: \$9,120**

• **Resources:**

- o One (1) LA Based Senior Designer
- o One (1) LA Based Illustrator

• **Time Frame:**

- o Wireframes due two (2) weeks after contract signing. Other deliverables will be ongoing according to the iPhone application development timeline.

Total Proposal for Design Elements: \$18,740

Payment Terms

Upon completion of each milestone listed below (each a "Milestone") and acceptance by Klever of all Deliverables associated with each such Milestone (and completion of all prior Milestones), Briabe Media may invoice Klever the amount listed for such Milestone below:

Item	Amount	Due Date
Payment 1: Kickoff	\$3000	10/1/10
Payment 2: Branding	\$5247.67	10/15/10
Payment 3: Flash	\$5247.67	10/30/10
Payment 4: Application	\$5247.67	11/15/10

All payments are due on receipt.

Work for Hire

Except for Briabe Media's or its partner frameworks and code libraries initially used in development or other Briabe proprietary materials, all other materials, products, and modifications developed or prepared by Briabe Media under this Agreement, including without limitation forms, images and text viewable on the Internet, any HTML elements relating thereto, and software, including the deliverables and any updates thereto, are the property of the customer and all right, title and interest therein shall vest in the company and shall be deemed to be a "work made for hire" under Inter United States & Canada copyright laws.

Contact

For questions or to accept this proposal, please contact:

James Briggs

CEO

Briabe Media Inc.

Mobile: 310-710-2380

james.briggs@briabemedia.com

www.briabemedia.com

Agreement To Engage

The undersigned agree that this proposal submitted to Klever accurately reflects the scope of the work to which Briabe Media will deliver. Furthermore, this Consulting Service Agreement and the related work effort are mutually agreeable to both parties.

Company: Klever	Company: Briabe Media
Name: Robert A. Campbell	Name: James Briggs
Title: Chief Operating Officer	Title: CEO
Date: 9/23/10	Date: 9/23/10
Signature: Robert A. Campbell	Signature: James Briggs

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Proposal

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Briabe Media proprietary and Confidential

Klever Marketing Announces Two Major Software Development Contracts Now in Progress Which will Revolutionize the Shopping Experience.

LOS ANGELES, Nov. 8, 2010 /PRNewswire/ -- Following up on the Board's decision to expand the Company's grocery shopping applications onto a mobile platform connecting consumers with the brands they want, Klever Marketing, Inc. (OTC Bulletin Board: KLMK) announced the award of a software development contract to Qualzoom to develop the application and database software for the 2011 launch of Klever's Mobile Network. Qualzoom is a successful global, mobile application developer, test laboratory and a major subcontractor to Qualcomm. Qualzoom was selected not only for its programming and testing capability, but also for its ability to readily port applications onto multiple platforms which will enable Klever to reach a broad audience of mobile users more quickly. "With offices worldwide, Qualzoom has the dedicated resources to advance Klever's capabilities to propel us to the next level of mobile performance to revolutionize the grocery shopping experience," stated Paul G. Begum, CEO/Founder.

Qualzoom is developing Klever's iPhone and Android mobile application Klever SHOP™, and Klever's shopper demographics and coupon processing database KleverNET™. KleverSHOP™ will combine the attributes of mobile location-based technology together with Klever's product information, coupon and in-store services.

KleverNET™ hopes to become a powerful backend consumer product database, tracking consumer purchases and buying habits. There will also be a mobile management web-based platform serving the promotional needs of consumers, product manufacturers and retailers. As a cloud-based resource, KleverNET™, is hoping to become a valuable resource for the targeted placement of mobile promotions and coupons. Klever's powerful search match engine and business analytics API will be available for licensing to future shopping applications.

Klever also announced the signing of a contract with a talented mobile marketing company, Briabe Media, Inc. to assist Klever with defining its mobile marketing requirements along with the visual design and graphic interface of its KleverSHOP™ application to help successfully guide the Klever Company into their market niche.

To further assist the Company with its ongoing financial planning and reporting Klever has hired a financial accounting consultant, DBH Consulting (Salt Lake City) experienced in mergers and acquisitions.

Klever Marketing Inc, a Delaware Corporation, has recently recapitalized and is currently seeking selective opportunities to acquire private companies in the Mobile Phone Technology as acquisition targets.

CONTACT: Paul G. Begum, 801-847-6444, pgbegum@klevermarketing.com

To subscribe directly to Klever Marketing news releases please click the following link:
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