

Shareholder Dispute Resolution Agreement

This agreement ("Agreement") is made effective as of October 14, 2011 between Atul Nanda, Jay Nanda, Raj Nanda and Satpal Nanda collectively called Shareholders.

Whereas Shareholders have several disputes related to various matters involving Assets and personally among themselves,

NOW THEREFORE, in consideration of the mutual promises and covenants, Shareholders agree as follows:

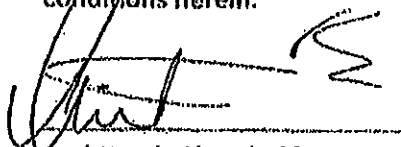
1. All disputes between the shareholders will be decided by an arbitrator namely Will Pryor ("Arbitrator"). The decision of Arbitrator will be binding and final. Shareholders may however with simple majority decide to appoint another arbitrator.
2. The following companies namely Dibon Solutions Inc, Revenue Technology Services Corporation and Dibon BPO Inc, collectively called "Assets" are owned by the undersigned shareholders.
3. All previous settlement agreements between the shareholders will be null and void.
4. Shareholders hereby agree to divide Assets equally between Atul Nanda and Jay Nanda. The evaluation and division of Assets will be decided by Arbitrator. Both Atul Nanda and Jay Nanda may present their evaluations of Assets to Arbitrator. Shareholders agree that Arbitrator will have the full and final authority to divide Assets in two equal groups. Arbitrator will then use a random mechanism such as a toss of coin to select either Atul Nanda or Jay Nanda to choose one of the equal groups. The division of Assets once concluded will be full and final. Shareholders agree to waive any and all rights to appeal or contest the outcome of such arbitration in any court of law.
5. Atul Nanda and Jay Nanda agree to withdraw any and all lawsuits filed against each other and Dibon Solutions Inc immediately.
6. Subject to the availability of Arbitrator, arbitration will be concluded no later than November 4, 2011.
7. Any disputes arising from this Agreement will be decided by Arbitrator and such decision will be binding and final.
8. Shareholders agree not to interfere in business operations of Assets unless authorized by the board of directors of Assets.
9. Shareholders agree not to make any business decisions and/or conduct financial transactions that adversely impact Assets or violate any board resolutions.
10. If any shareholder violates the terms of this Agreement, such shareholder will forfeit 10% of the shares held by such shareholder. Such forfeited shares will be equally divided among Raj Nanda and Satpal Nanda.

Exhibit A

[Handwritten signatures]
Raj Nanda

11. This Agreement is made under and will be construed in accordance with the law of Texas without giving effect to that state's choice of law rules.

The undersigned has/have read, understand(s), and agree(s) to the terms and conditions herein.

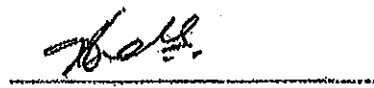

Atul Nanda Shareholder



Jay Nanda Shareholder

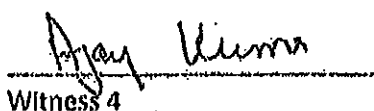

Raj Nanda Shareholder

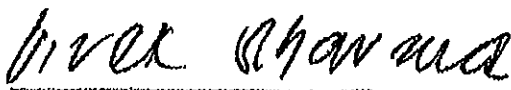

Satpal Nanda Shareholder


Witness 1


Witness 2


Witness 3


Witness 4


Witness 5