EXHIBIT 10.1

Form of Consultant Agreement for Simon Westbrook

CONSULTING AGREEMENT

This Consulting Agreement ("AGREEMENT") is entered into on September 1, 2011 by

SIMON WESTBROOK ("CONSULTANT"), of 10 Timber Ridge Lane, Scotts Valley, CA 95066

and IN MEDIA CORPORATION., a Delaware corporation, having a mailing address of

4920 El Camino Real, Suite 100, Los Altos, CA 94022 ("COMPANY"), based on the

following mutual understanding:

WHEREAS, the Consultant has been providing services since February 1, 2010

without receiving compensation; and

WHEREAS, the Company and the Consultant wish to memorialize compensation owed,

an ex-gratia bonus, and memorialize compensation going forward;

THEREFORE, In consideration of the mutual promises contained herein and on the

terms and conditions hereinafter set forth, the Consultant and the Company agree

as follows:

ARTICLE 1 - DESCRIPTION OF CONSULTING SERVICES

The nature and scope of the consulting services to be performed hereunder are as

set forth in EXHIBIT A, STATEMENT OF WORK, attached hereto.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement commences on the date first set forth above and expires pursuant

to the termination provisions herein.

ARTICLE 3 - OVERSIGHT OF CONSULTING SERVICES AND CONTRACTUAL AUTHORITY

The Consultant agrees that it will generally provide the specified consulting

services through during the term specified herein within the scope of EXHIBIT A,

STATEMENT OF WORK.

ARTICLE 4 - COMPENSATION, BILLING AND PAYMENT

The Company recognizes that, for bona fide services rendered from January 1,

2011 through August 31, 2011, the Consultant has accrued $64,000 in unpaid

compensation. In addition, in recognition of the services provided by the

Consultant and as consideration for deferring payment of accrued compensation,

Consultant shall receive an ex-gratis bonus of $88,000. In consideration for the

services to be rendered for the benefit of and accepted by Company under this

Agreement, the Consultant will receive the sum of Eight Thousand Dollars

($8,000) per calendar month during the term of this Agreement. The Consultant

will submit statements to the Company on a monthly basis. The Consultant agrees

to continue, unless this Agreement is terminated, to defer payments of prior,

current, and ongoing consideration until such time as the Company is financially

able to provide all or part of the deferred compensation. The Consultant agrees,

at the Consultants discretion, to receive shares of the Company common stock in

lieu of compensation at any time during the term of this Agreement.

ARTICLE 5 - ENTIRE AGREEMENT

This Agreement (including all exhibits hereto) constitutes the entire

understanding and agreement between Company and the Consultant with respect to

the subject matter hereof, and supersedes all prior negotiations,

representations or agreements, either oral or written. No modification,

recession, waiver or termination of this Agreement, or any of its terms and

conditions, shall be binding on Company, unless agreed to in writing by the

Board of Directors of the Company.

ARTICLE 6 - PERFORMANCE

If the Consultant fails in any respect to prosecute the work and services with

promptness or diligence, Company may terminate this Agreement for cause in part

or in its entirety without any liability for the terminated part(s), in

accordance with the provisions of ARTICLE 25, TERMINATION FOR CAUSE, hereof.

ARTICLE 7 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Consultant is an independent contractor of Company and, except to the extent

specified in this Agreement, Company may not control or direct the details and

means by which Consultant performs its duties under this Agreement. This

Agreement shall not create the relationship of employer and employee, a

partnership or a joint venture. Neither the Consultant nor Company shall be

deemed an agent of the other on account of this Agreement or the performance of

any of their obligations hereunder. The Consultant does not have any authority

to bind Company to any agreement or contract.

ARTICLE 8 - ASSIGNMENT

Consultant may not assign or transfer this Agreement, any rights hereunder, nor

any payment due or to become due hereunder. Any such assignment(s) or attempt at

any such assignment is void and not binding upon Company. The Consultant

acknowledges that this Agreement is one for personal services for the benefit of

Company and is therefore not assignable in whole or in part.

ARTICLE 9 - SUBCONTRACTING

Company retains the exclusive right to approve all subcontractors of the

Consultant, and the Consultant agrees that it will not subcontract any work and

services under this Agreement without the prior written approval of Company.

ARTICLE 10 - ACCESS TO WORK

Company shall, at all reasonable times, have free access to the services and

facilities of the Consultant and its subcontractors for purposes of inspecting

same and determining that the work and services are being performed in

accordance with the terms of this Agreement.

ARTICLE 11 - COMPLIANCE WITH THE LAW

The Consultant will comply with all applicable federal, state and local laws,

rules and regulations.

ARTICLE 12 - APPLICABLE LAW

The rights and obligations arising from this Agreement are governed by the laws

of the state of California.

ARTICLE 13 - TAXES

Any and all taxes applicable to the performance of the Consultant hereunder and

its incurrence of cost therefor are included in the Consultant's fee payable

hereunder (except as otherwise expressly provided herein) and that the

Consultant is wholly responsible for the necessary filing of income tax returns

to the proper taxing authorities and for payment of all such taxes. The

Consultant is wholly responsible for withholding and payment of all federal,

state and local taxes of whatever nature.

ARTICLE 14 - WARRANTY

The Consultant will perform the services under this Agreement using the

Consultant's best skill, diligence and attention and warrants that the services

shall be performed with that degree of skill, care, and judgment customarily

accepted as sound, quality, professional practice and procedure in the field or

discipline represented by the Consultant.

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ARTICLE 15 - OWNERSHIP OF WORK PRODUCT

All technical data, correspondence, and other work of the Consultant hereunder

produced under or pursuant to this Agreement is and will at all times remain the

property of Company and are to be delivered to Company when so requested. In

addition, upon the expiration or termination (regardless of the reason for

termination) of this Agreement, the Consultant shall deliver to Company any and

all drawings, notes, memoranda, specifications and documents in the Consultant'S

possession or control relating to the performance by the Consultant of its

obligations hereunder or relating to any Third Party Information or Company'S

Information (as such terms are defined in Article 21 below), excluding computer

software owned by Consultant and used in connection with the performance of its

duties hereunder.

ARTICLE 16 - DISSEMINATION OF WORK PRODUCT

Use, publication or teaching of information directly derived from work and

services performed, or data obtained in connection with the work and services

rendered under this Agreement other than for Company's benefit is prohibited

unless expressly approved in writing by Company, which approval Company may

withhold in its sole and absolute discretion.

ARTICLE 17 - CUMULATIVE REMEDIES

Every right or remedy herein conferred upon or reserved to Company is cumulative

and in addition to every right and remedy now or hereafter existing at law or in

equity, and the pursuit of any right or remedy shall not be construed as an

election.

ARTICLE 18 - DELAYS

The Consultant expressly agrees to the schedule provided for in this Agreement,

if any, and such schedule includes allowances for all foreseeable hindrances and

delays incident to the work and services.

ARTICLE 19 - SUSPENSION OF WORK

Any instructions for suspension of this Agreement will be issued by Company to

the Consultant and be confirmed in writing. Under no circumstances shall the

Consultant be entitled, nor shall Company give any consideration to claims for

loss of anticipated revenue(s), including overhead and profit, due to any such

suspension.

ARTICLE 20 - FORCE MAJEURE

Any delay in, or failure of performance of either party does not constitute

default hereunder or give rise to any claim for damage if and to the extent such

delay or failure is caused by occurrences beyond the control of the party

affected and which by the exercise of reasonable diligence, such party is unable

to prevent, including but not limited to, acts of God or the public enemy,

expropriation or confiscation of facilities or compliance with any order or

request of a governmental authority affecting to a degree not presently

existing, the supply, availability, or use of materials or labor, acts of war

public disorders, rebellion or sabotage, floods, riots or strikes. A party which

is prevented from performing for any reason shall immediately notify the other

party, in writing, of the cause for such nonperformance, and the anticipated

extent of the delay. The Consultant is not entitled to any additional

compensation as a result of FORCE MAJEURE that may delay the Consultant's

performance of services under this Agreement.

ARTICLE 21 - CONFIDENTIALITY

The Consultant shall keep all work and services carried out hereunder for

Company and all trade secrets, data and other proprietary information of

Company, including all information gathered or becoming known to the Consultant

arising out or in connection with the services performed under this Agreement,

(collectively, "COMPANY'S INFORMATION") entirely confidential, and not use,

publish, or make known, without Company's written approval, any of Company'S

Information or any other information developed by the Consultant or furnished by

Company to any persons other than personnel of the parties of this Agreement.

However, the foregoing obligations of confidentiality, secrecy and nonuse do not

apply to any information that was in the Consultant's possession prior to

commencement of work under this Agreement, or which is available to the general

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public in a printed publication and provided further that the foregoing

obligation in no way limits the Consultant's internal use of any such work.

Any public statements or publicity regarding Company or its business are to be

made solely by Company, and any requests for information made to the Consultant

by the news media, or others, are to be referred to Company. Additionally, the

Consultant shall not reference Company nor the work performed for Company

(including, but not limited to, listing Company as a customer of the Consultant

on a resume or other marketing materials) without prior written approval by

Company.

The Consultant understands, in addition, that Company may receive from third

parties confidential or proprietary information ("THIRD PARTY INFORMATION")

subject to a duty on Company'S part to maintain the confidentiality of such

information and to use it only for certain limited purposes. The Consultant

agrees to hold any Third Party Information in the strictest confidence and will

not disclose to anyone other than Company personnel, or use except in connection

with any work to be performed by the Consultant for Company, any Third Party

Information unless expressly authorized by an officer of Company in writing.

ARTICLE 22 - CHANGES AND/OR AMENDMENTS

Company shall have the right, from time to time during the term of this

Agreement, by written notice to the Consultant, to make changes to the work and

services covered by this Agreement and described on EXHIBIT A attached hereto,

including the right to expand, decrease or limit the scope and nature of the

work and services to be undertaken, or to redirect work and services already in

progress. In the event changes are made to EXHIBIT A and are material, the

parties shall negotiate in good faith to amend the fees and compensation to

reflect the changes.

ARTICLE 23 - AUDIT

The Consultant shall, at its own expense, keep and maintain complete records and

books of account of its costs and expenses relating to the work and services in

accordance with generally accepted accounting practices. Should a dispute arise

between Company and the Consultant regarding amounts and/or credits under this

Agreement, the Consultant hereby grants Company permission to audit, at

reasonable times, and at its expense, such records and books of account at the

Consultant's usual place of business.

ARTICLE 24 - WAIVER

In the event Company fails to insist on performance of any of the terms and

conditions, or fails to exercise any of its rights or privileges hereunder, such

failure shall not constitute a waiver of such terms, conditions, rights or

privileges.

ARTICLE 25 - TERMINATION FOR CAUSE

Company, upon written notice, may terminate this Agreement, or any part hereof,

as a result of the Consultant's failure to perform the work and/or services as

stated in EXHIBIT A, including progress of the work and services, or to

otherwise adhere to the direction of Company within the scope of this Agreement,

provided Company shall at the time of such termination, pay to the Consultant

the full amount of fees due for all completed and accepted work as outlined in

EXHIBIT A. Company shall be the sole determinate in all termination for cause

issues. The Consultant shall not be entitled, nor shall Company give any

consideration to claims for loss of anticipated revenue(s), including overhead

and profit, due to the termination of this Agreement, or any part hereof, by

Company for cause. Upon termination for any reason Consultant shall be entitled

to fees for all work or services completed and accepted as outlined in EXHIBIT A

of this Agreement. If the Company is unable to reasonably provide such

remuneration in whole or in part, at the time of termination, any outstanding

compensation will be payable in a twelve (12) month promissory note (carrying an

8% per annum interest). The Consultant may also be provided, in the Company's

discretion, with shares of common stock in lieu of all or part of the promissory

note; such shares to be valued at the average trading price of the common stock

for the prior thirty (30) says in which the stock was listed (and, if not

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listed, then at the last sale price of the stock in any private transaction). In

the event Consultant and Company are unable to mutually agree upon the amounts

due by either upon termination for convenience within 30 days after the notice

of termination is received, then Company and Consultant shall submit such

dispute to binding arbitration accordance with the expedited rules for

arbitration of the American Arbitration Association, and a judgment upon any

award may be entered in any court having jurisdiction. Either the Consultant or

Company shall have a right to initiate arbitration upon notice to the other

party. Any such arbitration shall be conducted in the San Jose, California

metropolitan area.

ARTICLE 26 - TERMINATION FOR CONVENIENCE

Company or the Consultant, upon fourteen (14) days prior written notice to the

other, may terminate this Agreement, or any part hereof, for the sole

convenience of Company or the Consultant. Upon receipt of written notification

from the terminating party that this Agreement, or any part hereof, is to be

terminated, the Consultant shall immediately cease operation of the work and

services stipulated, and assemble all material that has been prepared,

developed, furnished or obtained under the provisions of this Agreement that may

be in its possession or custody, and shall transmit the same to Company on or

before the fourteenth day following the receipt or delivery by the Consultant,

as the case may be, of the above written notice of termination, together with

its invoice of the fees due for completed work and/or services as outlined in

EXHIBIT A of this Agreement. The Consultant shall be entitled to just and

equitable payment for all completed and accepted work or services satisfactorily

performed prior to such notice and in conjunction with such notice, as described

above, which amount shall be paid to Consultant upon termination. In the event

Consultant and Company are unable to mutually agree upon the amounts due by

either upon termination for convenience within 30 days after the notice of

termination is received, then Company and Consultant shall submit such dispute

to binding arbitration accordance with the expedited rules for arbitration of

the American Arbitration Association, and a judgment upon any award may be

entered in any court having jurisdiction. Either the Consultant or Company shall

have a right to initiate arbitration upon notice to the other party. Any such

arbitration shall be conducted in the San Jose, California metropolitan area.

If the Company is unable to reasonably provide such remuneration in whole or in

part, at the time of termination, any outstanding compensation will be payable

in a 12 month promissory note (carrying an 8% per annum interest). The

Consultant may also be provided, in the Consultant's discretion, with shares of

common stock in lieu of all or part of the promissory note; such shares to be

valued at the closing trading price of the common stock on the date of grant

(and, if not listed, then at the last sale price of the stock in any private

transaction). The Company recognizes that the Consultant faces considerable risk

that he may not be paid for his services on a timely basis, if at all, and

further recognizes that the Consultant is prevented from selling any common

stock received as remuneration for the term prescribed under Rule 144, and that

the cash proceeds eventually received therefrom may not match the monetary

amount of remuneration to be paid. Accordingly, the Parties agree that any

shares granted to Consultant in lieu of cash payments for services provided

under this Agreement shall be applied against the amount of accrued compensation

payable, or Note therefor, based on the net cash received from sales.

The Company values the commitment of the Consultant in performing services for

the Company, and recognizes that the remuneration plan does not provide any

equity upside for the Consultant. In order to align the interests of Consultant

and shareholders of the Company, the Company agrees to grant Consultant 800,000

options to purchase shares of common stock of the Company. The options shall

vest in equal monthly installments over the 24 months starting January, 2011.

In determining the amount of compensation due the Consultant, the Consultant

shall not be entitled, nor shall Company give any consideration to the

Consultant for claims for loss of anticipated revenue(s), including overhead and

profit, which the Consultant might have reasonably expected to make on the

uncompleted portion of the work and services.

ARTICLE 27 - INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall defend, indemnify

and hold Company, its officers, directors, shareholders, agents and employees

free and harmless from and against any and all claims, losses, demands, causes

of action, suits or other litigation (including attorney's fees and all other

costs thereof) of every kind and character, including, but not limited to

damages or loss from bodily injuries, death, damage to tangible or intangible

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property in any way occurring incident to, arising out of or in connection with

the work and services performed or to be performed by the Consultant hereunder

or occurring incident to, arising out of or in connection with the presence of

employees of the Consultant or any subcontractor on the work premises, all

regardless of whether or not Company is negligent in whole or in part.

ARTICLE 28 - INSURANCE

Insurance appropriate to work performed, in accord with standards for the field

or discipline, and acceptable to Company, including worker's compensation, if

applicable, shall be maintained at all times by the Consultant, at its own

expense, during performance of the Agreement. At a minimum, the Consultant shall

carry at its own cost and expense comprehensive general liability insurance,

including contractual liability and automobile liability, with a minimum

limitation of liability of $1,000,000.

ARTICLE 29 - COMPLETION

This Agreement or any portions of the services rendered by the Consultant for

Company will not be considered complete until all work and services,

specifications, and requirements have been satisfied and accepted by Company.

ARTICLE 30 - ELECTRONIC REPRODUCTION OF AGREEMENT

The parties agree that a scanned or electronically reproduced copy or image of

this fully executed Agreement is to be deemed an original and may be introduced

or submitted in any action or proceeding as competent evidence of the execution,

terms and existence hereof notwithstanding the failure or inability to produce

or tender an original, fully executed version of this Agreement and without the

requirement that the unavailability of such original of this Agreement first be

proven.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting

Agreement as of the date first set forth above:

CONSULTANT IN MEDIA CORPORATION

By:/s/ Simon Westbrook By: /s/ Nitin Karnik

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Name: Simon Westbrook Name: Nitin Karnik

Title: CEO

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EXHIBIT A

TO CONSULTING AGREEMENT

Statement of Work

The nature and scope of the work/services to be performed by the Consultant

under this Agreement are as follows:

Provision of services as Acting CFO of In Media Corporation

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