

Infoclutch

Service Agreement

This agreement dated on May 25th, 2017, by and between, **ETPC Systems**, equal Inc. Located at: **23 Wangliao Plaza 175 East An Road Shanghai China 200002** (hereinafter referred to as the "Client") and **Mark Bradley** hereinafter referred to as the "Client" which expression shall unless repugnant to the context or meaning thereof shall include its a llates, representa ves, successors and permi ed assigns) of the ONE PART

Infoclutch located at **300 E Royal Ln #127, Irving, Texas 76039** herein represented by its authorized representa ve – **Sam Johnson**, Sales Manager (hereinafter referred to as "Infoclutch" which expression shall unless repugnant to the context or meaning thereof shall include its a llates, representa ves, successors and permi ed assigns) of the OTHER PART.

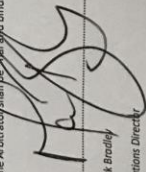
The Client and Infoclutch shall jointly be referred as "Parties" and individually as "Party", as the context may require.

WHEREAS, the Infoclutch is a full service Digital Marke ng rm o ering Marke ng database and data enhancement services for clients globally. Infoclutch has agreed to provide such services to the Client;

AND WHEREAS, the par es are now entering into this Agreement to record the Terms and Condi ons of their understanding.

- FEES:** Client will make upfront payment to Infoclutch based on the op on selected by client on the work order. The remaining balance if any will be paid to Client on completion. At any me during this service, Client can pay the remaining balance if any and take the delivery of the remaining Marke ng database.
- Record accuracy:** Given the nature of industry even a perfect veri ed Marke ng database could have 15% inaccurate data. However, Infoclutch gives 85%+ accuracy guarantee and 85%+ Delivery guarantee on emails. Infoclutch guarantees a replacement for any inaccurate data and undeliverable (only hard bounce) emails beyond this limit if returned within 30 days from the date of delivery of the Marke ng data. ie. In case Infoclutch doesn't have records to replace, Client can expand the criteria and get the replacements. No refunds will be issued however.
- Deployment of campaign:** Infoclutch needs an approval to run the campaign from Client 5 days in advance
- Delivery of del/service:** Delivery of the del/service within 6-10 business days from the date of receipt of the payment. Client can choose the file format (Ex: excel, access etc)
- Indemnity:** Either party here by agrees to indemnify, defend and hold harmless the other, it's agents, trustees and employees from any and all liability, loss, damage and expenses (including, but not limited to aorney fees) that either party may su er as a result of claims, demands, costs or judgments which may be made or ins tuted against the other or its agents, trustees and employees as a result of other party's negligence, ac on, failure to act that might give rise to such liabili es.
- Dispute Resolu on:**
 - In case of any disputes, controversy, claims or breach arising out of or in rela on to this Agreement including disputes regarding interpreta on, construc on, existence and validity thereof, between the par es (hereina er collec vely referred to as Disputes), the par es shall rest a empt to resolve the Dispute through mutual discussions.
 - In case the par es fail to resolve the Dispute through the aforementioned manner within a period of een days of such mee ng of the par es then such Disputes, shall be referred to Arbitra on by a prior wri en no ce by either of the par es issuing the same to other. A sole Arbitrator shall be mutually appointed by par es to resolve such dispute and the seat of Arbitra on shall be Plano, TX, USA. All Arbitra on proceedings for the disputes between the par es shall be in accordance with the provision of The Arbitra on and Conclia on Act, TX. The Award passed by the Arbitrator shall be final and binding on the par es.

Customer:



Signature.....

Name: **Mark Bradley**

Title: **Operations Director**

Date: **05-25-2017**

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