



## Work Order

### Statement of work (SOW)

This STATEMENT OF WORK ("SOW") dated on 19 day of July, 2016 by and between Blue Mail Media Inc., having its office at 300 E Royal Ln #127, Irving, Texas 75039 (hereinafter referred as 'Blue Mail Media') and Eclipse Direct Marketing having its office at 173 Mineola Blvd, Suite 402, Mineola, NY 11501 (herein after called Client).

### Solution provided by Blue Mail Media

#### Custom list building solution

Providing custom list or customer profiling service as per clients' target criteria. The custom list will have company name, contact name, phone number, address, industry/SIC code, NAICS code, revenue/employee size, email address (optional), Linked-In profile (optional). The list will be delivered in excel for access as per Clients' convenience.

#### Email campaign

Deploying the email campaign for the clients target audience.

#### Criteria - 1

Company size: 1-399  
Job title: Procurement, CIO, CEO (Equivalent titles), IT Manager & above (Max 2 contacts per company)  
Verticals: Manufacturing, Services, Agriculture/mining  
Geo: India, China  
Counts:  
India: 7,123  
China: 8,902  
Total: 16,025

#### Package details:

SI	Package Details	Original Price	Discount %	Price after discount
1. Acquiring the list (without emails)	Target Criteria 1: Custom list building without Linked-in profiles- Custom list will have company name, contact name, phone number, address, email, industry/SIC code, NAICS code, revenue/employee size. Total number of contacts: 16,025 USD 950 CPM with email address-billing for 5,888 contacts (previous order adjustment)	USD 15,224	15%	USD 12,940.40
2. Email campaign	Target Criteria 1: 1.Email transmission fee, which includes proofing off of creatives, personalization, hosting images, running a suppression file, the broadcast, all reports and tracking, etc) 2. All the leads, opens, clickthroughs will be provided to the customer 3. Template will be designed according to customers' requirement. Only after the final approval of the template, date and time, campaign will be started  Campaign cost will be USD 1,500* each : USD 3,000	USD 3,000	15%	USD 2,550

TOTAL AMOUNT TO BE PAID AFTER DISCOUNT (SI 1 + 2)	USD 15,490.40
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### Service Agreement

This agreement dated on 19 day of JULY, 2016, by and between **Eclipse Direct Marketing** having its office at 173 Mineola Blvd, Suite 402, Mineola, NY 11501 herein represented by its authorized representative Mr/Ms hereinafter referred to as the "**Client**" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the **ONE PART**

**And**

**Blue Mail media Inc**, having its office at 300, E Royal Ln #127, Irving, TX, 75039 herein represented by its authorized representative and VP Marketing - Mr. Preeth Poovani (hereinafter referred as "**Blue Mail Media**" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the **OTHER PART**.

The Client and Blue Mail media shall jointly be referred as "**Parties**" and individually as "**Party**", as the context may require.

WHEREAS, Blue Mail Media is a full service Digital Marketing firm offering Marketing database and data enhancement services for clients globally.

WHEREAS, the Client approached Blue Mail Media for the purpose engaging the latter to provide to the Client the services offered by Blue Mail Media and Blue Mail Media has agreed to provide such services to the Client;

AND WHEREAS, the parties are now entering into this Agreement to record the Terms and Conditions of their understanding.

1. **FEES:** Client will make upfront payment to Blue Mail Media based on the option selected by client on the work order. The remaining balance if any is payable to Client prior to completion. At any time during this service, Client can pay the remaining balance if any and take the delivery of the remaining marketing database.

2. **Record accuracy:** Given the nature of industry even a perfect verified marketing data could have 20% inaccurate data. However, Blue Mail Media gives 80% accuracy guarantee and 80% Delivery guarantee on emails. Blue Mail Media 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 marketing data file. In case Blue Mail Media doesn't have records to replace, Client can expand the criteria and get the replacements.

3. **Deployment of campaign:** Blue Mail Media needs an approval to run the campaign from Client 5 days in advance

4. **Delivery of file/service:** Delivery of the file/service within 6-8 business days from the receipt of the payment. Client can choose the file format (Ex: excel, access etc)

5. **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 attorney fees) that either party may suffer as a result of claims, demands, costs or judgments which may be made or instituted against the other or its agents, trustees and employees as a result of other party's negligence, action, failure to act that might give rise to such liabilities.

6. **Dispute Resolution**

6.1: In case of any disputes, controversy, claims or breach arising out of or in relation to this Agreement including disputes regarding interpretation, construction, existence and validity thereof, between the parties (hereinafter collectively referred to as Disputes), the parties shall first attempt to resolve the Dispute through mutual discussions.

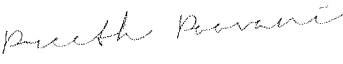

6.2 In case the parties fail to resolve the Dispute through the aforementioned manner within a period of fifteen days of such meeting of the parties then such Disputes, shall be referred to Arbitration by a prior written notice by either of the parties issuing the same to other. A sole Arbitrator shall be mutually appointed by parties to resolve such dispute and the seat of Arbitration shall be Irving, TX, USA. All Arbitration proceedings for the disputes between the parties shall be in accordance with the provision of The Arbitration and Conciliation Act, TX. The Award passed by the Arbitrator shall be final and binding on the parties.

### Business Communication coordination

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

Business Coordination			
For Blue Mail Media		For Client	
Name	Ricky Read	Name	Claudia Felix
Title	Account Manager	Title	Marketing Account Coordinator
Address	300, E Royal Ln #127, Irving, TX, 75039	Address	173 Mineola Blvd., Suite 402 Mineola, NY, 11501
Phone	214-396-5615	Phone	212-931-8344 Ext. 5
Fax		Fax	516-493-9192
Email	ricky@bluemailmedia.com	Email	cfelix@eclipsedm.com

Accepted By:

 Signature Date 7/19/2016		 Signature Date	
Name: Preeth Poovani Title: VP Marketing Blue Mail media Inc		Name: John Hammer Title: COO Client: HP	

# INVOICE

Blue Mail Media Inc 300 E Royal Ln #127, Irving, Texas 75039 www.bluemailmedia.com		<b>INVOICE No:</b> BMM-20160719-1- EDM	<b>DATE</b> 07/19/2016
<b>Bill to:</b>  Eclipse Direct Marketing 173 Mineola Blvd, Suite 402, Mineola, NY 11501 USA		<b>Ship to/Email to</b>  Claudia Felix Eclipse Direct Marketing 173 Mineola Blvd, Suite 402, Mineola, NY 11501 USA cfelix@eclipsedm.com	
<b>PO Reference and Date</b>	<b>Payment Due Date</b>	<b>Project Starts</b>	<b>Rep</b>
15504 7/19/2016	Immediate	After the Receipt of the payment	RR
<b>Package Details</b>			
<b>No</b>	<b>Project Details</b>	<b>Amount in US Dollars</b>	
1	Total of 16,025 records with emails Refer the signed contract dated 19-June-2016	\$15,490.40 	
<b><u>Bank Details:</u></b>  <b><u>Wire payment:</u></b> Bank Name: Comerica Bank Account Name: BLUE MAIL MEDIA INC Account Numbers: 1881896250 Routing Number (bank code for checks and ACH): 111000753 ABA Number (bank code for wire transfers): 111000753 SWIFT Code (bank code for international wires): MNBDUS33 Bank address: 8208 Preston Rd, Plano TX 75024  <b><u>Check payment details:</u></b> Check in favor of <b>BLUE MAIL MEDIA INC</b>  Overnight the Check to the following address:  Blue Mail Media Inc 300 E Royal Ln #127, Irving, Texas 75039 USA			