



Work Order

Statement of work (SOW)

This STATEMENT OF WORK ("SOW") dated on 5/6/2016 day of May, 2016 by and between **Blue Mail Media Inc.**, located at 300 E Royal Ln #127, Irving, Texas 75039 (hereinafter referred as 'Blue Mail Media') and **Lithium Technologies, Inc.**, located at 225 Bush Street, San Francisco CA 94014 USA (herein after called Client).

Solution provided by Blue Mail Media

1. Custom list building solution:

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

Target criteria:

Titles	C-Level , Senior Managers; CMO, Marketing Directors, Digital Professionals, Customer Experience, Community Managers, Customer Support and equivalent titles
Size of the Firm	Employees 1000+, Market Capitalisation 1 Billion plus
Industries	Telco, Banking & finance, Retail, Utilities – Energy & High Tech B2C
Region	Malaysia, Singapore, Thailand, Philippines & Indonesia
Counts Available	5,000
Price	USD 3,745.00

2. Target Accounts appending project:

Appending current names and email for the target accounts provided by Client. A total of **113 accounts** with **6 contacts** for each account: CEO, Head of Digital, Head of Customer Care, Head of Marketing, Head of Customer Experience/Advocacy and Head of Strategy for the regions Singapore, Malaysia, Indonesia, Philippines and Thailand.

	Package Details	Price
1. List Acquisition	Acquiring the list for the aforementioned criteria; a custom built list will have: Company name, Contact name, Title, Phone number, Address, Email, industry/SIC code, NAICS code, revenue/employee size	USD 3,745.00
2. Target accounts append project	Appending the corresponding emails for the target accounts provided by Client; total 113 firms with 6 titles for each firm. Match rate up to 70%; 400-470 contacts deliverable from the total of 678 in the file sent over email on Tuesday, April 12 th , 2016.	USD 1,200.00
Total (List Acquisition + Target Accounts append project)		USD 4,945.00



Service Agreement

This agreement dated on 5/6/2016 day of May, 2016, by and between **Lithium Technologies, Inc.** located at 225 Bush Street, San Francisco CA 94014 USA herein represented by its authorized representative Mr. Mark Culhane, CFO 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., located at 300, E Royal Ln #127, Irving, TX, 75039 herein represented by its authorized representative and Accounts Manager, Lance Rogers (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, the Client is in the business of providing online communities for businesses.

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:

- i. Client will make upfront payment to Blue Mail Media for the List Acquisition.
- ii. For the Target Accounts append project, Blue Mail Media will raise an invoice upon project completion with details about the accounts and contacts appended. Payment will be due prior to delivery.
- iii. The remaining balance, if any, is payable by Client prior to delivery. 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: Blue Mail Media gives 80% accuracy guarantee and 80% Delivery guarantee on the contact information. 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.

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)

5.1 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 third party claims, demands, costs or judgments which may be made or instituted against the other or its agents, trustees and employees by a third party as a result of other party's negligence or wilful misconduct, giving rise to such liabilities.

5.2 Except for the obligation to pay third party damages and the expense of defense pursuant to section 5.1 above, neither Party shall have any liability to the other for any consequential, indirect, special, punitive, or incidental damages, however arising. The



Parties agree that these limitations on liability are fair and reasonable and were a material basis for each Party's entering into this agreement.

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 the 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	Lance Rogers	Name	Adele Bernard
Title	Accounts Manager	Title	Marketing Coordinator
Address	300, E Royal Ln #127, Irving, TX, 75039	Address	225 Bush Street, San Francisco CA 94014 USA
Phone	229-207-0499	Phone	+6 141-201-3255
Fax	-	Fax	-
Email	lance.rogers@bluemailmedia.com	Email	adele.bernard@lithium.com

Accepted By:

 Signature Date		DocuSigned by:  Signature Date	
Name: Lance Rogers Title: Accounts Manager Blue Mail media Inc.		Name: Mark Culhane Title: CFO Lithium Technologies, Inc.	