

DATED THIS 18TH DAY OF MARCH, 2015

BETWEEN

LION STATE CAPITAL PTE. LTD.

And

ORCA TOUCHSCREEN TECHNOLOGIES LTD.

SERVICE AGREEMENT

M/S TITO ISAAC & CO LLP

20A CIRCULAR ROAD
SINGAPORE 049376

TEL: (+65) 6533 0288

FAX: (+65) 6533 8802

SERVICE AGREEMENT

THIS AGREEMENT is made on the 18th day of March, 2015.

BETWEEN

- (1) **LION STATE CAPITAL PTE. LTD.** (Company Registration No. 201331815H), a company incorporated under the laws of Singapore and having its office at 20 Maxwell Road, #09-17, Maxwell House, Singapore 069113 (hereinafter referred to as the “**LSC**”),
- (2) **ORCA TOUCHSCREEN TECHNOLOGIES LTD.**, (Company Registration No. BC0989857), a publicly traded and limited company incorporated under the laws of the Province of British Columbia and having its office address at 1500 - 701 West Georgia Street, Vancouver, BC V7Y 1C6 (hereinafter referred to as the “**Client**”).

(singularly referred to as a “**Party**” and collectively as the “**Parties**”)

WHEREAS

- A. LSC is in the principal business of advising on business development and introducing private equity and venture capital investment. Further LSC is in the business of financial and investor event planning and executive search.
- B. The Client has agreed to engage LSC to provide the Services (as define in this Agreement), pursuant to the terms and conditions herein.

THE PARTIES HEREBY AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

“**Fees**” shall mean the charges payable by the Client to LSC pursuant to Clause 3 in consideration of the Services provided by LSC.

“Loss”	shall include loss, damage, costs, risks, charges and/or expenses of whatsoever nature and howsoever arising, inclusive of delays, loss of opportunities and inconveniences, whether direct, indirect, joint, several, actual, contingent or otherwise (including loss of profits, consequential loss and legal fees on a full indemnity basis).
“Market Capitalization”	shall mean the total dollar market value of all of the Client’s issued and paid-up shares and outstanding warrants.
“Services”	shall mean the services to be provided by LSC to the Client, as more specifically set forth in Clause 2 hereto.
“Term”	From February 1, 2015 and shall continue for a period of 36 months, unless otherwise terminated pursuant to section 4 of this Agreement.

1.2 In this Agreement:

- a) Clause headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement;
- b) References to Clauses and Appendixes are to be construed as references to the clauses of and appendixes to this Agreement;
- c) Words importing the plural shall, except where the context otherwise requires, include the singular and vice versa;
- d) The words ‘includes’ and ‘including’ shall mean including without limitation;
- e) Reference to a statute or statutory instrument or any of its provisions is to be construed as a reference to that statute or statutory instrument or such provision as from time to time amended or re-enacted;
- f) References to the masculine gender shall include the feminine or neuter genders and vice versa;
- g) The words “hereof”, “herein”, “hereon”, and “hereunder”, and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement; and

- h) References to persons shall be construed as references to an individual, firm, company, body corporate, statutory board, government body, incorporated body of persons, association or trust as the context may require.

2. SERVICES AND TERM

2.1 In consideration of the payment of the Service Fees by the Client, LSC agrees to provide the following Services:

- a) Assist the Client to raise capital from private equity and venture capital and other sources;
- b) Assist the Client with the organization of road shows;
- c) Provide consultation on building corporate image and strengthen public perception and brand of the Client;
- d) Introduction of customers and channel partners to the Client;
- e) Assistance in the set up of strategic branch offices in significant locations internationally to facilitate the growth and exposure of the Client;
- f) Provision of guidance in identifying potential and lucrative 'buy-out' opportunities, mergers and acquisitions for the Client;
- g) Provide general assistance and guidance on raising funds;
- h) Providing guidance on business model issues, fundraising strategy and development of quality investor materials suitable for meaningful evaluation;
- i) Undertake a detailed study of the business of the Client by reviewing its Listing Statement, all existing SGXNET announcements and press releases. In depth discussions will be conducted with management to review the business and current operating performances of the Client;
- j) From the above study, put together a concise corporate message for communication to members of the media and investment community, comprising analysts, deals, fund managers and investors;
- k) Based on the corporate message, assist the Client in the preparation of a PowerPoint presentation as well as other relevant materials for the Client's manage to conduct presentation and meetings with member of the media and investment community, in order to ensure a good measure of consistency in the communication of the corporate message;
- l) Assist the Client with simulated questions-and-answers (Q&A) to the presentations/meetings and to familiarize the management with the Q&A;
- m) Organise and attend with management large scale presentations (for the half year and full year results announcements or other relevant events) to the media, analysts, dealers, fund managers and investors;
- n) For these presentations, develop the communication theme, prepare the presentation slides, prepare Q&A, draft invitation, select invitees, send invitations and provide general supervision of the presentations;

- o) Organise and attend with management up to sessions of corporate presentation to selected financial journalists, analysts, dealers, fund managers and investors, including on one-to-one basis or in small groups; and
- p) Additionally, LSC will provide and coordinate executive recruitment search for the Client that will engage strategic key executives, consultants and employees to aid in the Client's expansion on an international level;
- q) The Client will provide all its requirements including the definition of a search methodology to form an agreed target list of sectors and companies that will form the basis of LSC's basis of research;
- r) LSC will shortlist candidates for interviews with the Client; and
- s) The said executive search services will comprise part of the total consulting fees package and the Client shall avail itself and its premises to enable the delivery of these search services

2.2 The Services have been provided since February 1, 2015 and shall continue for a period of 36 months, subject to the termination clause as provided in section 4 of this Agreement.

2.3 LSC shall devote to its obligations hereunder such of its time, attention and skill, with all due care, skills and diligence as may be reasonable and necessary for the proper performance of the Services.

3. FEES

3.1 The Client shall pay LSC consulting fees of CDN\$85,000 (Eighty-Five Thousand Canadian Dollars) per month for the first nine (9) months, and CDN\$5,000 (Five Thousand Canadian Dollars) per month for every month thereafter.

3.2 LSC acknowledges receipt of CDN\$750,000 (Five Hundred Twenty Thousand Canadian Dollars), which shall be allocated as follows:

Cdn\$85,000	Payment for services rendered in February 2015
Cdn\$85,000	Payment for services rendered in March 2015
Cdn\$580,000	pre-payment for future services to be rendered

4. TERM AND TERMINATION

4.1 This Agreement shall be effective as of the date of this agreement and shall continue for a period of 36 months (the "**Term**"), unless otherwise terminated pursuant to the terms of this section 4.

- 4.2 Both Parties shall have the right to terminate this Agreement by giving the other Party one month's written notice.
- 4.3 The Client may terminate this Agreement immediately by giving notice in writing in any of the following events:
- a) LSC fails to perform any duties or obligations associated with the Services; or
 - b) LSC fails to comply with any of the material terms and conditions of this Agreement.
- 4.4 LSC may terminate this Agreement immediately by giving notice in writing in any of the following events:
- a) The Client fails to make payment for any Service Fees due within 2 weeks after receiving written notice from LSC;
 - b) The Client breaches any of the terms and conditions of this Agreement;
 - c) The Client gives any false or fraudulent or misleading information or makes any fraudulent or any misrepresentation in connection with entering into this Agreement, or at any time during the continuance of this Agreement in connection with the performance of the Services under this Agreement; or
 - d) The Client has a receiver appointed over any part of its undertaking or assets, or a court of competent jurisdiction make an order to that effect, or if the Client becomes subject to a insolvency, judicial management or winding up petition or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business.
- 4.5 Should this Agreement be terminated prior to the end of the Term pursuant to sections 4.2, 4.3 or 4.4 above, and there are any pre-paid Services for which LSC has not earned, then LSC shall return such monies to the Client.
- 4.6 Notwithstanding any other provisions of this Agreement, the termination of this Agreement shall not affect the rights of either Party with respect to the liability or claims accrued, or arising out of events occurring, prior to the date of termination.
- 4.7 Neither the right to sue for damages nor any other remedy available to either Party hereunder shall be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity.

5. DISCLAIMER AND LIMITATION OF LSC'S LIABILITIES

- 5.1 Any service, information, materials and data provided in all its various forms will be provided on an 'AS IS' basis. LSC and its affiliates, officers and employees give no guarantee, representation or warranty, express or implied, in respect of any accuracy, quality, completeness, timeliness, merchantability, fitness for a particular purpose, non-infringement or title of any such service, information, materials or data available, received, transmitted, or provided pursuant to this Agreement. The Client shall assess for itself the suitability, accuracy and fitness for its purposes of the service, information, materials or data as it deemed appropriate.
- 5.2 Any condition or warranty which may be implied or incorporated within this Agreement by reason of statute or common law or otherwise (including warranties as to merchantability, suitability, satisfactory quality and fitness for purpose) is HEREBY EXPRESSLY EXCLUDED.
- 5.3 In no event will LSC, their respective affiliates, officers and employees be liable to the Client or anyone else for any decision made or action taken by the Client in reliance the Service provided or any Loss suffered by the Client or person arising therefrom or otherwise as a result of the use of LSC's Service.
- 5.4 To the maximum extent permitted by applicable law, in no event shall LSC be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Services, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of LSC, and even if LSC has been advised of such damages.
- 5.5 Subject to the above, in no event shall LSC's aggregate liability for any claims under or pursuant to this Agreement exceed the total aggregate Fees that LSC has collected within the period of 12 months ending on the date of such claims.
- 5.6 Any claim of any nature whatsoever by either party against the other party and any action against the other party must be commenced within two (2) years after the date on which the cause of action arises, following which the aggrieved party shall have no further claim whatsoever against the other party.

5.7 Notwithstanding anything contained in this Agreement, LSC shall not be liable to the Client or to its employees, independent contractors, agents nor to any other persons for any loss or damage (including indirect, consequential and special losses) directly or indirectly caused by, resulting from or in connection with:

- a) any failure or inability of or delay by LSC in fulfilling any of its obligations under this Agreement, or any interruption in the supply of the Services or circumstances beyond LSC's control;
- b) any act, omission or negligence of LSC or its employees, agents or independent contractors;
- c) any willful misconduct of LSC's employees, agents or independent contractors;

6. REPRESENTATIONS AND WARRANTIES

6.1 The Client hereby represents, undertakes and warrants to and for the benefit of LSC, and to his successors-in-title, agents and licensees that:-

- a) It has full legal capacity and authority to enter into this Agreement on the terms and conditions contained herein and that neither the execution nor performance of this Agreement will constitute a violation of laws or duties by the Party;
- b) This Agreement constitutes legal, valid and binding obligations of the Client and is enforceable in accordance with its terms;
- c) The performance of the Client's respective obligations under this Agreement does not and would not contravene or constitute a default under any provision contained in any mortgage, trust deed, contract, license, franchise, agreement or treaty by which the Client is bound or affected or to which it is a party; and
- d) The Client has obtained and shall maintain in full force and effect for so long as this Agreement shall remain in force all consents, authorizations, licenses, approvals and permissions from any person or from any governmental or other competent authority, agency of statutory body required by it to execute, deliver and perform its obligations under this Agreement.

6.2 Except as required by law, LSC hereby warrant and represent to and undertake that it shall not divulge or communicate to any person or use or exploit for any purpose whatsoever any confidential knowledge or information in respect of, or arising from or in connection with this Agreement, and shall use all reasonable endeavours to prevent their employees from so acting.

7. NOTICES

- 7.1 Any demand, consent, notice or other communication ("**Notice**") authorised or required to be made hereunder shall be made in the English language and in writing and may be given by facsimile, email, post or hand to a Party at the addresses and facsimile numbers set out below, or at such other addresses or numbers as the recipient may designate by notice given in accordance with the provisions of this Clause:-

LION STATE CAPITAL PTE. LTD.

Authorised Representative: PANDIAN PARADESIMUDALIAR

Address: 20 Maxwell Rd, #09-17, Maxwell House, Singapore 069113

Fax Number: +65 6399 3699

ORCA TOUCHSCREEN TECHNOLOGIES LTD.

Authorised Representative: GWANJE WOO

Address: 1500 - 701 West Georgia Street, Vancouver, BC V7Y 1C6

Fax Number: (604) 801 5911

- 7.2 The Parties may change their contact address, or the designated person to whom notices should be addressed, at any time by giving the appropriate Notice in sufficient time not less than five (5) Business Days before the change/s becomes effective to the other Party in accordance with the provisions of this Clause.
- 7.3 Any Notice may be delivered personally or by prepaid post, express courier (overseas addresses only) or facsimile transmission and shall be deemed to have been served:-
- (a) If by personal delivery, at the time of delivery;
 - (b) If by mail, within three (3) Business Days after posting if sent to a local address, or within seven (7) Business Days if sent to an overseas address;
 - (c) If to an overseas address and sent by a recognised international express courier, within four (4) Business Days after deposit with such express courier;
 - (d) If by facsimile transmission, one (1) Business Day following the date of transmission if successful transmission of the Notice in full is confirmed by a transmission report generated by the sender's machine; and

8. ENTIRE AGREEMENT & MODIFICATIONS

- 8.1 This Agreement embodies all the terms and conditions agreed between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and understandings of the Parties with respect to the subject matter hereof whether such be written or oral.
- 8.2 This Agreement shall not be altered, changed, supplemented, or amended unless the same is recorded in writing and signed by the Parties.

9. ASSIGNMENT

- 9.1 The Parties shall not assign all or any part of their rights and obligations under this Agreement except with the prior written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

10. SEVERABILITY

- 10.1 If any provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11. THIRD PARTIES

No provision of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act of Singapore or otherwise.

12. WAIVER

- 12.1 No waiver of any provision of this Agreement shall in any event be of any effect unless the same shall be confirmed in writing, signed by the other Party, and then such waiver or departure shall be effective only to the extent for which it may be made or given. No variation or modification of this Agreement shall be effective unless agreed in writing between the Parties.

13. RELATIONSHIP OF PARTIES

- 13.1 For all purposes under this Agreement, each Party shall be and act as an independent contractor and nothing in this Agreement shall render the parties as partners or joint venture parties.

14. SURVIVAL OF TERMS

14.1 The covenants, conditions and provisions of this Agreement which are capable of having or contemplated to have effect after the expiration of this Agreement shall remain in full force and effect following the expiration of this Agreement.

15. DISPUTE RESOLUTION

15.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause.

15.2 The language of the arbitration shall be English.

16. GOVERNING LAW/JURISDICTION

16.1 This Agreement shall be construed and governed by the substantive laws of Singapore.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands and seals the day and year first above written.

SIGNED for and on behalf of)
LION STATE CAPITAL PTE. LTD.) *“/s/PANDIAN PARADESIMUDALIAR”*
By) _____
) Authorized Signatory
in the presence of:)

“/s/ Angeline Benjamin Anthony”

Name: Angeline Benjamin Anthony
NRIC No:

SIGNED for and on behalf of)
ORCA TOUCHSCREEN TECHNOLOGIES) *“/s/ GwanJe Woo”*
LTD. By) _____
) Authorized Signatory
in the presence of:)

“/s/ Seongmo Jeong”

Name: Seongmo Jeong
Passport No: M47989022