

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT is made effective October 31, 2015;

BETWEEN

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 "**LSC**"),

AND

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. The Parties entered into a service agreement dated March 18, 2015 (the "**Agreement**") by which LSC agreed to provide the Client with business development services;
- B. The Parties wish to amend the Agreement principally as to the compensation paid by the Client to LSC;
- C. All capitalized terms used herein have the meanings ascribed to them in the Agreement, unless otherwise specified herein.

THE PARTIES HEREBY AGREE as follows:

1. To delete section 3.1 in its entirety:

~~"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."~~

and replace it with the following:

3. FEES

3.1 The Client shall pay LSC fixed fees of CDN\$85,000 (Eighty-Five Thousand Canadian Dollars) per month for the first nine (9) months, and CDN\$42,500 (Forty Two Thousand Five Hundred Canadian Dollars) per month for every month thereafter for the Services provided for the term of the Agreement.

3.2 LSC acknowledges receipt of CDN\$1,912,500 (One Million Nine Hundred Twelve Thousand Five Hundred Canadian Dollars), which shall be allocated as follows:

CDN\$765,000 Payment for services rendered from February 2015 to October 2015
CDN\$1,147,500 Pre-payment for future services to be rendered

3.3 The Client shall pay LSC fees for additional services not specifically set forth in Clause 2 at a rate of CDN\$500 per hour payment for which detailed invoices must be provided.

3.4 The Client shall reimburse LSC for reasonable expenses incurred and paid to third parties on the Client's behalf reimbursement for which detailed receipts must be provided.

2. To delete section 4.1 in its entirety:

~~“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.”~~

and replace it with the following:

“4.1 This Agreement shall be effective as of February 1, 2015 and shall continue for a period of 36 months (the “Term”), unless otherwise terminated pursuant to the terms of this section 4.

3. To add email addresses to section 7.1 so that section 7.1 reads as follows:

“7.1 Any demand, consent, notice or other communication (“Notice”) authorized 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.

Authorized Representative: PANDIAN PARADESIMUDALIAR
Address: 20 Maxwell Rd, #09-17, Maxwell House, Singapore 069113
Fax Number: +65 6399 3699
Email: admin@lionstatecapital.com

ORCA TOUCHSCREEN TECHNOLOGIES LTD.

Authorized Representative: GWANJE WOO
Address: 1500 - 701 West Georgia Street, Vancouver, BC V7Y 1C6
Fax Number: (604) 801 5911
Email: sollenfrank@gmail.com AND info@orcataouchtech.com”

4. ENTIRE AGREEMENT

In all other respects, the Agreement shall remain in full force and effect.

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
LTD. By

in the presence of:

/s/ "SeongMo Jeong"

Name: Seongmo Jeong
Passport No: M47989022

)
) */s/ "GwanJe Woo"*
) _____
) Authorized Signatory
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