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itCMA

Standard Service Agreement

Latest update: 1 April 2015





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Party A: Artemis Digital Limited ("Artemis Digital") Party B: Any Customers of Artemis Digital ("Client")

1. Services Agreement

This Service Agreement ("Agreement") is established for the setting up and maintenance services of Client's Mobile Application ("Application") based on itCMA (integrated training & Class Management Application), which is a master system architecture designed and developed by Artemis Digital Limited. Client is able to upload its Training Programs or Content Materials on itCMA as an Application to support Client's training and class management. This Agreement and its contents will supersede all previous agreements, whether by verbal agreement, implied agreement or written agreement. This Agreement will also be updated from time to time by Artemis Digital, and Clients will be notified by digital messages through itCMA. Client will be required to confirm the acceptance by signing off through Digital Signing or Signing in writing. Prior to the signing of this Agreement, Client hereby confirms that Client has gone through the introduction of itCMA, previewed its prototype, and fully understands the Terms and Conditions herein.

2. Service

itCMA is a master system architecture with pre-defined system designs and sixteen Standard Modules (see Appendix A) for training and class management. This Agreement covers the basic services to be provided by Artemis Digital for setting up Client's Training Programs and Content Materials into an Application based on itCMA architecture and according to the Terms and Conditions of this Agreement. Additional designs and professional modules are available for Client's consideration upon request by Client. There will be separate charges for such additional designs and modules, as outlined in Appendix B. The basic service scope

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is defined as below:

a · Project Setup

- i. Assist Client and its designated employees to establish a Feasibility Report and Working Schedule for the Project Setup.
- ii. Design for the Client's Application iCon and Application descriptions to be displayed on the required Public Device Platforms ("Platform", which is outlined on Appendix E).
- iii. Design and upload Client's Company Name and Company Logo.
- iv. Upload Client's Training Programs and Content Materials.
- ٧. Design and develop the Assessment Module.
- Design and develop the Digital Certificate Module. vi.
- Assist Client's designated employees to upload Training vii. Programs and Content Materials to all other Modules through CMS (Content Management System) modules within the Budget and Maximum Man-Days which is defined in the Appendix B.
- viii. Artemis Digital will provide the Budget and Maximum Training Man-Days by on-line or off-line training to Client's designated employees to familiar with all features and applications. The number of Training Man-Hours is defined in Appendix B. Extra Training Cost is also listed on Appendix B should Client is looking for additional training hours.
 - ix. Client is aware of and acknowledged that the Project Setup does not include service for any data conversions, such as images or videos or audio developments, and data input in connection with any Training Programs and Content Materials of Client. Artemis Digital may provide such services separately subject to Digital's own production schedules and Extra Artemis Developments Fees, which is outlined on Appendix B. Client must assign sufficient resources to support the data conversions and input timely to match with the defined Working Schedule.
 - Upon the Client's approval of the Application at the end of х.

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Project Setup, Artemis Digital will submit the Application to the designated Public Device Platforms under the accounts of Artemis Digital Limited.

- Subject to all terms and conditions of the individual Platform, хi. the Application shall be approved by the Platform for public listing and download through the Platform.
- xii. Artemis Digital reserves all rights to charge Client Extra Working Time costs should Client need extra time to complete the Project Setup beyond the defined Working Schedule. Extra Working Time Costs are outlined in Appendix B.
- xiii. Artemis Digital hereby agrees that during the Term of this Agreement, Artemis Digital will offer one (1) Promotional Banner to Client regarding the introduction of Client's Application on Artemis Digital's itCMA and Athena Space Portal and Facebook account. This offer is free-of-charge and the specification of such Promotion Banner and Display Frequency are listed on Appendix B.
- xiv. Artemis Digital will charge for additional Promotional Banners or advertising pages, including the fees for design and display time based on the price list on Appendix B.

b · Project Maintenance

- i. During the Term of this Agreement, Client hereby agrees to engage Artemis Digital for the following Project Maintenance Services, at the monthly Fees listed in Appendix B:
 - a) The Internet and Cloud Hosting Service for the Application will be provided by Artemis Digital.
 - b) Artemis Digital will provide a maximum number of Service Man-Hours every twelve (12) calendar months to assist Client for any minor maintenance on the basic features and functions of the Basic Modules. All unused Service Man-Hours, if any, cannot be

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- carried forward to the next twelve (12) calendar months and will automatically lapse on the anniversary date of every twelve calendar months.
- c) The maximum number of Service Man-Hours will include any follow up changes to the selling prices of the Application.
- ii. Any major changes or upgrades to the architectural designs (collectively referred to as "Upgrade") shall be charged separately as Extra Development Fee per Man-Day as outlined in Appendix B. Client will be required to agree with Artemis Digital on the total number of Man-Days needed for such Upgrade.
- iii. All technical services in connection with Client's hardware, internet and mobile connections will not be serviced by Artemis Digital.

c . Reporting Services and Sales Proceeds

- Artemis Digital will provide monthly Application Download Statements ("Statements") in respect of the number of Application downloads through each Platform. The Statement will be organized by Artemis to include only Client's Application downloads and net sales proceeds informed by each Platform. It will be posted on the Service Portal of Artemis Digital (or in itCMA) within ten (10) business days upon receipt from the Platform. Client will accordingly be able to retrieve the information on-line.
- ii. Client hereby agrees and accepts that all the data and information provided by the Platforms are strictly subject to the format and terms and conditions of the Platforms. Artemis Digital has no influence over nor any direct or indirect relationship to any data or information provided by the Platforms. Client hereby acknowledges that there may be errors

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and amendments returning from the Platforms in subsequent periods, and that neither Artemis Digital nor Client has any rights to appoint any representatives or to inspect the data from the Platforms or from Artemis Digital.

iii. Artemis Digital will remit the Net Sales Proceeds, if any, after the Revenue Sharing as defined in the later paragraphs of this Agreement, within ten (10) business days upon receipt by the designated banks of Artemis Digital.

3. Working Team

Both Artemis Digital and Client will assign designated employees to form a Working Team for Initial Project Set Up and Maintenance Services. All mobile phones and emails of the designated Working Team members must be made available to each other to enable team communication. At least one of the Client's designated employees must have the authority to represent Client to agree on the Working Schedule to be defined for the Project Setup, as well as agree to any changes, including the designs, completion time, Extra Working Time and Costs within twenty-four (24) hours to ensure the Project Setup will be managed on time.

4. Fees

All the Fees of Initial Project Setup, Maintenance Services, Extra Working Time, Extra Development, Extra Training, and Extra Design are listed on Appendix B. Man-Day or Man-hour refers to the normal business day of 8 hours a day. If overtime work is required on Public Holidays, Sundays, Saturdays, and evening hours, the rate will be 1.5 times. Artemis Digital has the absolute right to make any changes with two (2) months written notice to Client.

5. Payment

a . Clients must deposit 50% of the Project Setup Fee immediately to the

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designated bank account of Artemis Digital upon signing of this Agreement. Artemis Digital will not commence the Project until the amount has been received.

- b . Once the Application has been approved by Client, Client is required to deposit another 30% of the Project Setup Fee to the designated bank account of Artemis Digital. Artemis Digital reserves the right not to commence the submission of the Application to the Platform for approval until the deposit is confirmed.
- c > Client must deposit the final 20% balance of the Project Setup Fee to the designated bank account of Artemis Digital as soon as the Platform has approved the Application for public listing. Artemis Digital reserves the right not to release the listing until receipt of confirmation of the full payment from Client.
- d . All upgrade of the Standard Modules will be charged as Extra Development Fee, which must be paid in full amount and deposited to the designated bank account of Artemis Digital once an Upgrade Order is finalized by Client and accepted by Artemis Digital in writing. Artemis Digital reserves the right not to commence any programing or development works until it has received confirmation of deposit of the amount.
- e > All monthly Maintenance Services Fee are to be paid in advance and must be paid in full amount and deposited to the designated bank account of Artemis Digital not later than the 5th calendar day of each calendar month. Auto fund transfer arrangement can be made with the designated bank account of Artemis Digital. Artemis Digital reserves the right to terminate all services without verbal or written notice should the Maintenance Fees be delayed by thirty (30) calendar days.
- f. Client shall specify the purpose of the Payment in concise and precise narratives in the deposit slips in order for Artemis Digital to reconcile the payments timely.

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- g . Client hereby acknowledges and agrees that all payments made represent the recognition of time and effort under the request of Client, therefore all payments are not refundable even if the Agreement is terminated during the period of Project Setup or any time before the Term of this Agreement has expired.
- h . Payment for Minimum Lump Sum Licensing Fee shall be payable at the end of each calendar year. The Fee for the first calendar year will be prorated to the actual number of calendar months from the month the Application is approved by the Platforms. The Fee for the last calendar will also be prorated to the actual number of calendar months until the last month Termination and will be payable on or before the Date of Termination.

6. Term

The Term of this Agreement is thirty six (36) calendar months commencing from the date of Client's acceptance of this Agreement by physical or digital Signing, known as the Signing Date or Effective Date. This Agreement shall be automatically renewed for further thirty six (36) calendar months terms upon expiry of the current Term unless the Agreement has been terminated in accordance with the provisions of this Agreement.

7. Intellectual Properties

a > It is hereby declared that Artemis Digital Limited is the original designer of itCMA, including but not limited to the system architecture and application modules, and that Artemis Digital has the full ownership of itCMA and its intellectual properties, including all the software system, Standard CMA Modules and all the screen designs, the functional features and user interfaces, as well as the processing modules and flows being developed prior to the Signing Date of this Agreement, or during the Term of this Agreement, or

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after the Termination of this Agreement.

- b . Client hereby acknowledges that Artemis Digital will not accept or permit any other individuals or companies or developers to copy, duplicate, add, remove, alter, source from or change the architectural design and all of the above features and functions of itCMA and will pursue necessary legal actions to stop any infringing activities.
- c . Client hereby declares that it has full ownership of all the copyrights and Content Materials, including all information related to Client or Client's business either in text, or images, or video formats, to be installed and uploaded to itCMA. If any of the trademarks or copyrights or Content Materials are sublicensed to Client by an Original IP Owner, Client must also declare such ownership and relationship in the Application. Authorization to enter into this Agreement from the Original IP Owner or Owners is necessary for Artemis Digital as a record. Client must also update this record with Artemis Digital on or before the renewal date by the Original IP Owner. Artemis Digital reserves the rights to terminate this Agreement immediately for not receiving a valid authorization from the Original IP Owner.
- d . Client hereby authorizes Artemis Digital to install or upload such Content Materials into itCMA during the Term of this Agreement and in accordance with the Terms and Conditions herein.
- e . Should there be any parties making claims or taking legal action against Artemis Digital in respect of any disputes over Intellectual Property rights ownership of Client's Training Programs and Content Materials appearing on itCMA or any other portals of Artemis Digital stated herein, Client hereby agrees to fully relief and indemnify Artemis Digital, during the Term of this Agreement (including any renewals thereof) or any time after the termination of this Agreement.

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8. Revenue Sharing

- a . Client hereby acknowledges and accepts that any revenue arising from the sale of the Application, Client's Training Programs and Content Materials, and Advertising through the Application will need to be shared with the Device Platforms according to their respective current terms and conditions.
- b . Client further agrees to share such revenue with Artemis Digital as the Licensing Fees for using itCMA. The Licensing Fees are outlined on Appendix C.

9. Promotion Exchanges

- a . Client hereby agrees that during the Term of this Agreement, Client will permit Artemis Digital to display the following in the Application free-of-charge:
 - Artemis Digital's "The Innovation of Artemis Digital" and the trade mark of itCMA under the mainframe of the Application's first screen.
 - ii. Artemis Digital's name and contact details under the Contact Us page in the Application.
 - iii. The hyper-link and icon of Athena Space, which is a Consumer Platform Portal designed and owned by Artemis Digital, on the Main Menu Bar of the Application.
 - iv. Any Promotion News of Artemis Digital's educational products or services or events. All the designs of such Promotion News will be completed and provided by Artemis Digital.

10. Privacy Act

a . Client hereby acknowledges and agrees that Artemis Digital has the legal responsibility and obligation not to disclose any personal data of any individual or Application Users, including but not limited to

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- students, parents, and teachers, after collecting and storing such data in the systems and networks of Artemis Digital.
- b . Artemis Digital will attempt to arrange for such Application Users to give consent of use by Client in accordance to the most current Hong Kong Privacy Act.
- c . Client hereby agrees that Client will not request Artemis Digital to transfer or share any data to any other third parties. Artemis Digital will not copy, transfer, or share any of the data to any other third parties by Artemis Digital itself nor upon request from Client.
- d . Client hereby declares and agrees that it will apply the same Privacy Act when dealing with the data of the Application Users. Client agrees to give full relief and indemnities to Artemis Digital for any claims or legal actions from any Application Users.

11. Guarantee Services

- a . Client hereby acknowledges and agrees that Artemis Digital has no influence or authority over any internets, any clouds, any Mobile Device Platforms or any mobile service providers, or any personal computers and mobile device manufacturers. All of them are the choices of the Application Users, and are critical and essential to establish a satisfactory service to any users in respect of the download and experience of the features and functions of itCMA and the Application.
- b . Artemis Digital hereby excludes all liabilities to Client for any and all losses or damage of any kind howsoever caused including losses of profits or other consequential or special losses arising from the use of or inability to use the Application or as a result of any occurrence of interruptions or disconnection of internet, cloud and mobile service or breakdown of any devices and Client hereby agrees to such exclusion of liabilities.
- c > Artemis Digital will reasonably render the cloud and mobile services with best available providers in Hong Kong. However, Artemis Digital

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and any of its employees will not provide any guarantee, either verbal or in writing, that every download and usage experience will be perfect to the users. Artemis Digital does not guarantee nor undertake any liability to any loss of data due to lack of assurance from any Internet, cloud and mobile networks providers or personal computers and mobile device manufacturers.

12. Confidentiality

Both Parties have the obligations not to disclose the content of this Agreement, its Terms and Conditions, and trade secrets of itCMA and Artemis Digital, Client's Application, Client's Training and Content Materials to any other parties who are not related to this Agreement, unless specifically required by any authorized government officials.

13. Contacts

Appendix E can be referred to for the current contact information of both Parties. Both Parties agree to update each other within thirty (30) calendar days whenever there are changes to the contact persons, official business address, phone numbers, email address, and fax numbers.

14. Termination

- a . This Agreement may be terminated at any time by either Party with six (6) months' notice in writing, or known as Termination Notice. The Termination Date is defined as the one hundred and eighty (180) days from the Termination Notice served by either Party, or such shorter period as mutually agreed by the Parties.
- b. Should there be any serious breach of agreement by either Party, both Parties agree to jointly appoint a professional accounting firm or solicitor in Hong Kong to resolve the disagreement within a ninety (90) days period following the discovery of the breach. If no agreement can be reached, both Parties would agree to proceed to

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terminate this Agreement after another ninety (90) days as the Termination Date.

- c > Upon service of the Termination Notice by either Party or agreement of termination reached, both Parties shall agree on the notification contents and date to notify all Application Users. Otherwise, the suggested content outlined on Appendix D will be applied automatically on the 60th day prior to the Termination Date.
- d > Upon Termination Date, Artemis Digital hereby warrants that it shall:
 - Continue to serve Client the Download Statements for transactions up to the last Terminate Date.
 - ii. Reconcile all the outstanding Revenue Sharing upon receipt of the information from Mobile Device Platforms.
 - iii. Withdraw the Application listing from the Mobile Device Platforms on the Termination Date.
 - Delete all data of Client's Training Programs and Content iv. Materials on the Termination Date or earlier at the request of Client.
- e > Upon Termination, Client shall settle all outstanding Fees, including the monthly Maintenance Fee of the remaining months prior to the expiry date of this Agreement on or before the Termination Date. Client hereby agrees and warrants that there shall be no delay of any payment on or after the Termination Date.
- f > Payment for Minimum Lump Sum Licensing Fee for the remaining period of the Agreement shall become due on or before Termination Date.

15. Force Majeure

Neither Party shall be liable to the other for delay in performance of its obligations hereunder or deemed to be in breach of this Agreement due to causes beyond its control, including but not limited to acts of God, disease outbreaks, fires, strikes, acts of war, terrorist acts, or intervention by any

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governmental authority, and each Party will take steps to minimize any such

delay. If such an event occurs, the time set by this Agreement for

performance of that obligation by the relevant Party will be extended for

the period by which performance is prevented by the event PROVIDED THAT

the other Party may terminate this Agreement by notice if such event

continues for more than 180 days.

16. Severability

In the event that any provision or part of this Agreement is held to be

invalid, illegal or otherwise unenforceable, this Agreement shall be deemed

to be amended by the addition or deletion of wording as appropriate to

remove the invalid part or provision but otherwise to retain the provision

and the other provisions of this Agreement to the maximum extent

permissible under applicable law.

17. Waiver

No indulgence given by either Party to the other shall be deemed or

construed as a waiver of its rights and remedies hereunder.

18. No Implied Partnership or Agency

Nothing in this Agreement shall constitute or be deemed to constitute a

partnership between the Parties and neither Party shall have the authority

or power to bind the other Party or to contract in the name of and create a

liability against the other Party.

19. Headings

The headings to this Agreement and the Clauses of this Agreement are for

ease of reference only and shall not affect the interpretation or

construction of this Agreement.

20. Governing Law

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- a . This Agreement is governed by and construed in accordance with the laws of Hong Kong SAR and the Parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong SAR.
- b . If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms.

21.NOTICE

Any notice required or permitted under this Agreement shall be made in writing and may be delivered by hand or sent by registered post and shall be deemed to have been served by hand when delivered, and if by registered post 3 days after posting. Notices shall be made to the following addresses unless either party shall by like notice designate another address at which it shall receive notices:-

Artemis Digital: Project Development Manager

601 Malaysia Building 50 Gloucester Road

Wanchai Hong Kong

E: itCMA@artemis-Ltd.com

T: (852) 6018 3828

Client: [insert contact details].

22. Agree and Sign by:

Party A: Artemis Digital Limited, a limited company registered in Hong Kong (Business License No. 60111083-000-07-14-1) with its registered address at 601 Malaysia Building, 50 Gloucester Road, Wan Chai, Hong Kong;

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and

Party B: Client's full business name, address and certified copy of Business License Number.

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Appendix A

Outline of itCMA Basic Modules and Key Features

	Basic Modules	Key Feature	
1.	About Us	Client's introduction and history	
2.	Schedule	Learning schedule for Client and learners	
3.	Learning Video	Display and sales of Client's Learning Videos or Contents	
4.	Sharing	Share of photos and videos to all registered learners by	
_	Combissions	Client	
5.	Certificate	Client's digital certificates received by the registered	
		learners	
6	Skill Chart	Learner's learning progress	
7.	A Chat	A chat room for Learners with the trainers	
8.	Services	Accept orders for advertisements and additional cloud	
		storage	
9.	News	Client to make announcement to all learners	
10.	Notice Board	Client to send short term notifications to all learners	
11.	Achievement	Learner's training achievements to be shared with other	
		friends, relatives, and co-learners	
12.	Appreciation	Learner's appreciation to Client	
13.	Hyperlink to Athena	Direct connection to Athena Space, a learning platform of	
	Space	Artemis Digital. Learners may access more learning	
		contents and materials with other providers as an	
		incentive of using Client's Application	
14.	Assessment	Client's learning assessment card for granting certificates	
		to Learners.	
15.	Attendance and	Client's control on the attendance of learners and	
	Booking	trainers.	
16.	CMS (Content	A master system controller for Clients to review and	
	Management System)	update all Client's information on each Basic Module.	

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Appendix B: Fees

	Basic Service	Fees	Budget or Maximum Man-Days
1.	Project Setup		
1.a.	First Mobile Tablet	HK\$125,000	• 25 Man-Days at HK\$5,000
	Device Platform	One-Time	
1.b.	Every next Mobile	HK\$100,000	• 25 Man-Days at HK\$5,000
	Tablet Device	20% off	
	Platform		
1.c.	First Mobile Smart	HK\$125,000	• 25 Man-Days at HK\$5,000
	Phone Device	One-Time	
	Platform		
1.d.	Every next Mobile	HK\$100,000	• 25 Man-Days at HK\$5,000
	Smart Phone Device	20% off	
	Platform		
1.e.	Client Training for	Nil	• 2 Man-Day
	each of the device		
2.	Project Maintenance	HK\$3,000	Internet and Cloud Hosting for
		Per month	the Application
			• Minor modifications on the
			features and functions of the
			Basic Modules
			• Follow up updates on the
			selling prices of the Application
			• 4 Service Man-Hours per
			calendar month
			• No accumulation after the
			anniversary month of every
			twelve (12) months

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3.	Other Fees/Costs			
3.a.	Extra Working Time		• HK\$5,000 per Man-Day	
3.b.	Extra Development		HK\$5,000 per Man-Day	
3.c.	Extra Maintenance		HK\$5,000 per Man-Day	
3.d.	Extra Training		HK\$5,000 per Man-Day	
3.e.	Promotion Banner		HK\$5,000 per Man-Day	
	Design			
3.f.	Promotion Banner	at Athena	Top Rotation Banner	
	Display Frequency	Space or	• HK\$6,000 per week, or	
	Fees	any itCMA	• HK\$24,000 per month	
		Applications	Full Page	
			• HK\$ 8,000 per week, or	
			• HK\$30,000 per month	
		At Parent	Top Rotation Banner	
		Café App	• HK\$10,000 per week, or	
			• HK\$38,000 per month	
3.g.	Special Daily Media	Each media	HK\$500 per day	
	Banner Promotion			
	Display			

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Appendix C: Licensing Fee for Use of itCMA by Client

- 1. During the first Term of this Agreement: 20% of the Revenue calculated based on the Gross Selling Price of Client's Application and any of the Learning Programs or Content Materials sold through the In-App Purchases of the Application.
- 2. During the next following Term of this Agreement or whenever the download number has reached 20,000 copies of Client's Application, whichever comes first, the Licensing Fee will be reduced from 20% to 15% of the Revenue calculated on the same basis.
- 3. During the Term of the Agreement, should Client's Application or any of its Training Programs or Content Materials are free-of-charge, Client is hereby agreed to pay a Minimum Lump Sum Licensing Fee of HK\$12,000 in cash on or before each anniversary date of this Agreement.

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Appendix D: Termination Notice to Application Users

Letter Head of Artemis Digital Limited

Dear Users,

We are pleased to inform you that (Client's Application Name) will no longer be available for service or download from (Name of the Mobile Device Platform) effective (Termination Date).

Further notification will be send by (Client's name) upon any new arrangement in the near future. Your personal data will be continued under protection by (Client's name) and Artemis Digital. Should you required to remove your personal data from (Client's name) or Artemis Digital, please feel free to contact the following addresses:

List of Client's contact

List of Artemis Digital contact

We thank you for your support in the past years.

Artemis Digital Signature

Client's Name

Signature

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Appendix E: Client's Request on the Development of Mobile Device Platforms

This is to confirm my request to Artemis Digital to design and develop a Mobile Application to be working on the following Mobile Device Platform in accordance to the Terms and Conditions in this Agreement.

Please mark/click the choice as below:
O Apple Tablets - New iPad / iPad 2 / Mini iPad
O Apple iPhone - iPhone 6 Plus / iPhone 6 / iPhone 5 / iPhor
O Android Tablets -
O Android Smart Phones —
Sign on: yyyy/mm/dd
Sign by :
Position:
Contact :
Company:

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