

# Director Agreement

THIS AGREEMENT is made on October 29, 2015.

## AMONG

**GLANCE TECHNOLOGIES INC.**, a company incorporated under the laws of British Columbia, having an office at [REDACTED]

(the "**Company**")

## AND

**KIRK HERRINGTON**, a businessman with an address at [REDACTED]

(the "**Director**")

## WHEREAS:

The Company wishes to appoint the Director to serve as a director on the Company's Board of Directors (the "**Board**"), and the Director wishes to accept his appointment to the Company's Board of Directors.

**NOW THEREFORE**, the parties agree as follows:

### 1 Term of Appointment

- 1.1 The Board hereby appoints the Director to serve as a director on the Board.
- 1.2 The appointment of the Director is subject to the provisions of the Articles and Bylaws of the Company (the "**Articles**") regarding appointment, compensation, indemnification, disqualification and removal of directors and will terminate forthwith without any entitlement to additional compensation if:
  - (a) the Director is not re-elected at the Annual General Meeting of the Company at which the Director offers himself for re-election in accordance with the Articles; or
  - (b) the Director is required to vacate office for any reason pursuant to any of the provisions of the Articles; or
  - (c) the Director is removed as a director or otherwise required to vacate office under any applicable law.
- 1.3 It is anticipated that the Director's appointment as Director will commence on \_\_\_\_\_ and will initially be until the next Annual General Meeting of the Company and will continue thereafter if he is re-elected.

1.4

### 2 Duties

- 2.1 The Director shall devote such time as is necessary for the proper performance of his duties, which is likely to include attendance by telephone at weekly board meetings,

usually less than 20 minutes in duration, and attendance at the Company's Annual General Meeting.

- 2.2 If the Director is required to spend substantially longer than the time commitment set out in clause 2.1, the Company may at its sole and absolute discretion make one or more specific payments to the Director.
- 2.3 The Director will be entitled to receive reimbursement for expenses incurred by the Director that are directly related to his duties as Director of the Company. The Director will be reimbursed for expenses within 10 days of the Director submitting a request to the Company, with original receipts and proof of payment. In some cases the Director will be reimbursed in advance, however, in order for the Director to be reimbursed in advance the expenses must first be approved in writing by the Company. If the Director anticipates that he will need to incur expenses of more than \$100.00 in any particular month, he will submit a budget proposal to the President of the Company in advance. If the President authorizes the increased expenses in writing, the Company will fully reimburse (or pay in advance) the expenses to the Director. The Director will deliver receipts and proof of payment within 30 days of receiving advance payment of expenses.
- 2.4 During his appointment, the Director shall:
- (a) use his reasonable endeavors to promote and extend the interests of the Company, including assisting the other board members in relation to public and corporate affairs and promotion of the success of the Company in general through the application of his particular knowledge, skill and experience;
  - (b) provide the Company with an up to date summary of his business experience, including his main occupations for the past five years, and a list of all directorships in other public companies;
  - (b) promptly declare, so far as the Director is aware, the nature of any interest, whether direct or indirect, in any contract or proposed contract entered into by any member of the Company; and
  - (c) comply with any insider trading policies that the Company adopts.

### 3 **Compensation**

- 3.1 As compensation for his services, the Company shall grant the Director options to purchase 150,000 common shares of the Company, which options are exercisable at the current market value of \$0.20 (the "**Options**"). The Options shall be subject to any further hold periods as may be required by relevant securities legislation or stock exchange policies. The Options shall be granted as of the date of this Agreement ("**Issuance Date**").

The Options, which shall only vest if the Director is still acting as a director on the Vesting Dates as set out below, shall be subject to the following vesting schedule in addition to any other restrictions which may be imposed by securities legislation, exchange policies, or the Company's stock option plan:

| Vesting Date                     | Proportion of Vested Options |
|----------------------------------|------------------------------|
| 6 months after the Issuance Date | 30% of the Options           |

|                                   |                              |
|-----------------------------------|------------------------------|
| 12 months after the Issuance Date | 30% of the Options           |
| 24 months after the Issuance Date | The remainder of the Options |

#### 4 **Indemnification**

- 4.1 To the fullest extent permitted by the Company's Articles and the applicable law, the Company agrees to defend and indemnify the Director and hold him harmless against any liability that he incurs within the scope of his service as a director of the Company, up to a maximum indemnity amount of \$100,000, provided the Company is given prompt written notice of any such action, suit or proceeding.
- 4.2 Excluded from this indemnity shall be any claim, issue or matter where it is judicially adjudged:
- i) the Director did not act honestly and in good faith with a view to the best interests of the Company, and
  - ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Director had no reasonable ground for believing that his conduct was lawful.
- 4.3 The indemnification shall survive for a period of 2 years following the date of the Director's resignation.

#### 5 **Non-Solicitation / Non Competition**

- 5.1 The Director also agrees that:
- (a) During the period that he is a director and for a two year period thereafter, the Director shall not, without the prior written consent of the Company which will not be unreasonably withheld:
    - I. own or have any interest directly in;
    - II. act as an officer, director, agent, consultant or consultant of; or
    - III. assist in any way or in any capacity,
any person, company or organization that is engaged in a business that is substantially similar to or competes with the technology of the Company, other than an investment as a passive investor of up to 5% of the outstanding publicly-traded securities of an issuer whose securities are listed on a recognized stock exchange.
  - (b) The Director shall not, for a period of 12 months after he ceases to be a director of the Company:
    - I. directly or indirectly, either personally, by agent or by letters, circulars or advertisements, contact for the purpose of solicitation or solicit any person, company or organization that is or was a client of the Company

on or at any time within the two years prior to the date the Director ceases to be a director of the Company;

II. induce or attempt to induce any person, company or organization:

- i. who was a consultant of the Company at the date the Director ceased to be a Director of the Company, or
- ii. who has been, during the two years prior to such inducement or attempted inducement, a consultant of the Company;

to leave the employ of the Company, whether to join the Director in a similar enterprise or otherwise;

(c) either directly or indirectly, solicit, divert or take away any staff, temporary personnel, trade, business or goodwill from the Company, or otherwise compete for staff or temporary personnel who become known to it through his relationship with the Company; or

(d) influence or attempt to influence a person, company or organization not to do business with the Company.

## 6 **Confidential Information**

6.1 The Director acknowledges that as a member of the Board, he will acquire information about certain matters and things which are confidential to the Company, and which information is the exclusive property of the Company, including:

- (a) copyrights, design rights, trademark rights, patent rights, trade secrets and any other proprietary rights, whether registered or unregistered, and any application for registration of any of the foregoing, and any right to file any such application, which may subsist anywhere in the world; and
- (b) confidential information concerning the business operations or financing of the Company.

6.2 The Director acknowledges that the information referred to in clause 6.1 could be used to the detriment of the Company. Accordingly, the Director undertakes not to disclose same to any third party either during the term of this Agreement (except as may be necessary in the proper provision of the Director's services under this Agreement), or after the termination of this Agreement, except with the written permission of a member of the Board who is not the Director.

## 7 **Termination**

7.1 Either the Company or the Director may terminate this Agreement at any time, for any reason, provided that 2 weeks written notice has been delivered by the party terminating the Agreement.

7.2 Upon either party's receipt of a notice of termination from the other party as required by Section 7.1, both the Company and the Director shall, in a timely manner, execute all documents and take all actions required to effect the Director's resignation from the Board of Directors.

## 8 **Company's Property**

8.1 The Director acknowledges that all items of any and every nature or kind created or used by the Director pursuant to this Agreement, or furnished by the Company to the Director, and all equipment, automobiles, credit cards, books, records, reports, files, diskettes, manuals, literature, confidential information or other materials, shall remain and be considered the exclusive property of the Company at all times and shall be surrendered to the Company, in good condition, promptly at the request of the Company, or in the absence of a request, on the termination of this Agreement. The Director hereby assigns any and all copyright to the Company on all literary and other artistic works created for the benefit of the Company towards which the Director contributes, and the Director waives any and all moral rights that may be associated with such works.

## 9 **Notices**

9.1 Any notice required or permitted to be given to the Director shall be sufficiently given if delivered to the Director personally or if mailed by registered mail to the Director's address last known to the Company, or if delivered to the Director via facsimile.

9.2 Any notice required or permitted to be given to the Company shall be sufficiently given if mailed by registered mail to the Company's head office at its address last known to the Director, or if delivered to the Company via facsimile.

## 10 **Currency**

10.1 All amounts in this Agreement are in Canadian Dollars, unless indicated otherwise.

## 11 **Severability**

11.1 In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

## 12 **Modification of Agreement**

12.1 Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

## 13 **Independent Legal Advice.**

13.1 The Director acknowledges that it has been advised that the Company's lawyers act exclusively in the interests of the Company and the Director's interests will not be protected by the Company's lawyers. The Director further acknowledges that it has been advised to and has had the opportunity to obtain independent legal advice regarding this Agreement and has either obtained such advice or has waived its right to obtain such advice.

## 14 **Counterpart Execution**

14.1 This Agreement may be signed in counterpart and delivered electronically, each of which so signed and delivered shall be deemed an original and all of which together shall constitute one original document.

## 15. **Governing Law**

15.1 This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the British Columbia Supreme Court with respect to any matters arising under or related to this Agreement.

