

DIRECTOR AGREEMENT

THIS AGREEMENT is made and entered into effective as of May 12, 2016

BETWEEN:

GLANCE TECHNOLOGIES INC., a company incorporated pursuant to the *Business Corporations Act* (British Columbia) with an office at #1820 – 925 West Georgia Street, Vancouver, B.C. V6C 3L2

(the “**Company**”)

AND:

JAMES TOPHAM, an individual with a residence at [REDACTED]

(“**Topham**”)

WHEREAS:

- A. The Company is a privately-held British Columbia company engaged in the business of owning and operating a versatile payment processing platform and a mobile payments app for restaurants (the “**Business**”).
- B. The Company wishes to appoint Topham to serve as a director on the Company’s Board of Directors (the “**Board**”).
- C. Topham wishes to accept his appointment to the Board.

NOW THEREFORE the parties agree as follows:

PART I - INTERPRETATION

Definitions

- 1.1 In addition to the terms defined above, in this Agreement the following terms will have the following meanings:
 - (a) “**Agreement**” means this agreement, as amended, modified or supplemented from time to time in accordance with §10.5;
 - (b) “**Articles**” means the Articles of the Company;
 - (c) “**CEO**” means the Chief Executive Officer of the Company;
 - (d) “**Confidential Information**” has the meaning ascribed to it in §6.1;
 - (e) “**Duties**” has the meaning ascribed to it in §3.1;
 - (f) “**Effective Date**” has the meaning ascribed to it in §2.2;

- (g) **“Executive Group”** means officers appointed by the Board to direct and guide the operations of the Company;
- (h) **“Incentive Stock Options”** has the meaning ascribed to it in §4.1;
- (i) **“Incentive Stock Option Agreement”** means a written agreement entered into by the Company and Topham which governs the issuance of the Incentive Stock Options.
- (j) **“Intellectual Property Rights”** means all 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;
- (k) **“Issuance Date”** means the date on which the Incentive Stock Options are granted;
- (l) **“Part”** has the meaning ascribed to it in §1.2(a);
- (m) **“Person”** means any individual, business, trust, unincorporated association, corporation, partnership, joint venture, limited liability company or other entity of any kind;
- (n) **“Stock Option Plan”** means the stock option plan as adopted by the Company from time to time;
- (o) **“Term”** has the meaning ascribed to it in §2.2; and
- (p) **“Work Product”** has the meaning ascribed to it in §8.1.

Interpretation

- 1.2 In this Agreement, except as otherwise expressly provided or as the context otherwise requires:
- (a) a reference to a **“Part”** is to a Part of this Agreement, and the symbol **“§”** followed by a number or some combination of numbers and letters refers to the section, paragraph, subparagraph, clause or sub clause of this Agreement so designated;
 - (b) a reference to parties means the parties to this Agreement and their respective permitted successors and assigns;
 - (c) headings are solely for convenience of reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it;
 - (d) the word **“including”**, when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could

reasonably fall within its broadest possible scope;

- (e) a reference to currency means currency in Canadian dollars;
- (f) a reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and every statute, regulation, or other legislative work that supplements or supersedes such statute or regulations; and
- (g) a word importing the feminine gender will include the masculine or neuter, words in the singular include the plural, words importing a corporate entity include individuals and vice versa.

PART 2 - TERM

- 2.1 Topham's appointment is subject to the provisions of the Articles regarding appointment, compensation, indemnification, disqualification and removal of directors and will terminate forthwith without any entitlement to additional compensation if:
- (a) Topham is not re-elected at the Annual General Meeting of the Company at which Topham offers himself for re-election in accordance with the Articles; or
 - (b) Topham is required to vacate office for any reason pursuant to any of the provisions of the Articles; or
 - (c) Topham is removed as a director or otherwise required to vacate office under any applicable law.
- 2.2 Topham's appointment as a director of the Company will commence on the date that both of the following events have occurred (the "**Effective Date**"): (i) he has provided written consent to the Company to act as a director of the Company and (ii) he has been elected as a director of the Company during the next Annual General Meeting of the Company. The term of his appointment will continue from the Effective Date thereafter unless this Agreement is terminated earlier in accordance with Part 5 (the "**Term**").

PART 3 - DUTIES

General Duties

- 3.1 Topham will perform the duties of a director of the Company. Topham will perform his duties to the best of his ability and in accordance with the terms of this Agreement. Topham's duties will include, but will not be limited to, the following:
- (a) serving as the Chair of the Company's audit committee; and
 - (b) using his best efforts to attend scheduled meetings of the Company's Board;
- (the "**Duties**").

The foregoing Duties are set and specified by the CEO, who may change, alter or amend the Duties in his sole discretion.

Competent and Businesslike

- 3.3 Topham will perform the Duties in a faithful, diligent, competent and businesslike manner to the best of his ability.

PART 4 - REMUNERATION

Remuneration

- 4.1 As compensation for performing the Duties; the Company will grant Topham 250,000 incentive stock options to purchase an equal number of common shares of the Company at an exercise price of \$0.15 per share exercisable for a period of five years or otherwise in accordance with the Company's Stock Option Plan (the "**Incentive Stock Options**"). The Incentive Options will vest in accordance with the following schedule and will be subject to the terms of the Incentive Stock Option Agreement and the Stock Option Plan:

Vesting Date	Proportion of Vested Incentive Stock Options
On the Issuance Date	30% of the Incentive Stock Options
6 months after the Issuance Date	30% of the Incentive Stock Options
12 months after the Issuance Date	The remainder of the Incentive Stock Options

Expenses

- 4.4 The Company may, in its sole discretion, reimburse Topham for Topham's reasonable expenses or disbursements actually and reasonably incurred or made by him in connection with the performance of the Duties. For all such expenses and disbursements Topham will supply the Company with originals of all receipts, invoices or statements in respect of which Topham seeks reimbursement, in such form as may reasonably be required by the Company and at such times or intervals as may be required by the Company.

PART 5 - TERMINATION

- 5.1 Either the Company or Topham may terminate this Agreement at any time, for any reason, provided that one month's written notice has been delivered by the party terminating the Agreement.
- 5.2 Upon either party's receipt of a notice of termination from the other party as required by §5.1, both the Company and Topham shall, in a timely manner, execute all documents and take all actions required to effect Topham's resignation from the Board.
- 5.3 This Agreement shall terminate on Topham's death.

PART 6 - CONFIDENTIAL INFORMATION

Confidential Information

- 6.1 Topham acknowledges that:

- (a) he may, during the course of providing services to the Company, acquire information which is confidential in nature or of great value to the Company including, without limitation, matters or subjects concerning corporate assets, cost and pricing data, customer listing, financial reports, formulae, inventions, know-how, marketing strategies, products or devices, profit plans, research and development projects and findings, computer programs and trade secrets, whether in the form of records, files, correspondence, notes, data, information, or any other form, including copies or excerpts thereof (collectively, “**Confidential Information**”), the disclosure of any of which to competitors of the Company or to the general public would be highly detrimental to the best interests of the Company, and
- (b) the right to maintain the confidentiality of Confidential Information, and the right to preserve the Company’s goodwill, constitute proprietary rights which the Company is entitled to protect.

Topham’s Obligations Regarding Confidential Information

6.2 Topham will, during the Term and at all times thereafter:

- (a) hold all Confidential Information that he receives in trust for the sole benefit of the Company and in strictest confidence;
- (b) protect all Confidential Information from disclosure and not take any action that could reasonably be expected to result in any Confidential Information losing its character as Confidential Information, and take all reasonable actions to prevent any Confidential Information from losing its status as Confidential Information; and
- (c) neither, except as required in the course of performing his duties and responsibilities under this Agreement, directly or indirectly use, publish, disseminate or otherwise disclose any Confidential Information to any third party, nor use Confidential Information for any purpose other than the purposes of the Company, without the prior written consent of the CEO.

Topham’s Continuing Obligations

6.3 The restrictions on Topham’s use or disclosure of all Confidential Information, as set forth in this Part 6 will continue following the termination of Topham’s services to the Company, regardless of the reasons for or manner of such termination.

Limited Exception

6.4 Notwithstanding §6.2, Topham may, if and solely to the extent required by lawful subpoena or other lawful process, disclose Confidential Information but, to the extent possible, will first notify the Company of each such requirement so that the Company may seek an appropriate protective order or waive compliance with the provisions of this Agreement. Topham will co-operate fully with the Company at the expense of the Company in seeking any such protective order.

- 6.5 Notwithstanding §6.2, the obligations of confidentiality and restriction on use herein contained will not apply to any Confidential Information that Topham is clearly able to demonstrate:
- (a) was in the public domain prior to the Effective Date or subsequently came into the public domain through no fault of Topham;
 - (b) was lawfully received by Topham from a third party, which third party was, to the knowledge of Topham, free of any obligations of confidentiality; or
 - (c) was already known to Topham at the time of disclosure by the Company.

PART 7 – INDEMNIFICATION

Indemnification

- 7.1 To the fullest extent permitted by the Articles and the applicable law, the Company agrees to defend and indemnify Topham and hold him harmless against any liability that he incurs within the scope of his service as a director of the Company, provided the Company is given prompt written notice of any such action, suit or proceeding.
- 7.2 Excluded from this indemnity shall be any claim, issue or matter where it is judicially adjudged:
- (a) Topham did not act honestly and in good faith with a view to the best interests of the Company, and
 - (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, Topham had no reasonable ground for believing that his conduct was lawful.
- 7.3 The indemnification shall survive for a period of 2 years after Topham ceases to be a director of the Company.

PART 8 - WORK PRODUCT; INTELLECTUAL PROPERTY

Work Product; Intellectual Property

- 8.1 All title, right and interest in any works, plans, designs, materials, documentation, code, programs, software, or other tangible or intangible product, and any Intellectual Property Rights or other rights therein, created, developed or acquired by Topham in the performance of this Agreement (collectively, “**Work Product**”) will immediately upon creation, development or acquisition vest in the Company, as the case may be, and any Work Product that does not so vest will be deemed to be transferred and assigned to the Company or to one or more of its affiliates, as the case may be, without further compensation. Upon request at any time by the Company, Topham will return and deliver to the Company all Work Product in Topham’s possession or control.

Moral Rights

- 8.2 Topham hereby waives as against any person any and all moral rights he may have in the Work Product, such moral rights including the right to restrain or claim damages

for any distortion, mutilation, or other modification of the works or any part thereof whatsoever, and to restrain use or reproduction of the works in any context, or in connection with any product or service.

Further Acts

- 8.3 Topham will co-operate fully with the Company, its successors or its assigns with respect to signing further documents and doing such acts and other things reasonably requested by the Company, its successors or its assigns to confirm or evidence ownership of the Work Product or the waiver of moral rights therein, or to obtain, register, or enforce any right in respect of the Work Product. The Company, its successors or its assigns, as applicable, will be responsible for any out-of-pocket expenses of Topham complying with the obligations under this §8.3.

PART 9 – NON-SOLICITATION AND NON-COMPETITION

Non-Solicitation

- 9.1 Topham shall not, during the Term and for a period of one year after he ceases to be a director of the Company:
- (a) 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 Topham ceases to be a director of the Company;
 - (b) induce or attempt to induce any person, company or organization:
 - (i) who was a consultant of the Company at the date Topham 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 Topham 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.

Non-Competition

- 9.2 Topham shall not, during the Term and for a period of one year after he ceases to be a director of the Company, without the prior written consent of the Company:
- (a) own or have any interest directly in; or
 - (b) act as an officer, director, agent, consultant or consultant of;

any business that competes with the Business, 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.

- 9.3 The Company acknowledges that Topham currently works with other companies in advisory, operational, and board of director roles. The Company further acknowledges that these other roles may continue and acknowledges that Topham may work with other companies in the future while also fulfilling his role with the Company.

PART 10 - GENERAL

Governing Law

- 10.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of British Columbia with respect to any dispute that may arise with respect to this Agreement.

Severability

- 10.2 If any provision of this Agreement, including the breadth or scope of such provision, is held by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions, or part thereof, of this Agreement and such remaining provisions, or part thereof, will remain enforceable and binding.

Enforceability and Injunctive Relief

- 10.3 Topham hereby confirms and agrees that the covenants and restrictions pertaining to Topham contained in this Agreement, including those contained in Part 6, Part 8 and Part 9 are reasonable and valid and hereby further acknowledges and agrees that the Company would suffer irreparable injury in the event of any breach by Topham of his obligations under any such covenant or restriction for which monetary relief would be inadequate. Accordingly, in the event of any breach or threatened breach by Topham of such covenant or restriction, the Company shall be entitled to equitable relief, including injunctive relief, without the need to prove that monetary compensation would be adequate.

Assignment

- 10.4 Topham may assign, pledge or encumber his interest in this Agreement and assign any of his rights or duties under this Agreement with the prior written consent of the Company, and such consent is exercisable in the Company's absolute discretion.

Amendments

- 10.5 This Agreement may not be amended except in writing signed by the parties.

Successors

- 10.6 This Agreement will be binding on and enure to the benefit of the successors and permitted assigns of the Company and the heirs, executors, personal legal

representatives and permitted assigns of Topham.

Notice

10.7 Any notice or other communication required or permitted to be given hereunder will be in writing and either delivered by hand or by electronic transmission. Notices will be addressed to the address of each party set out on the first page hereof, or such other addresses as one party will advise the other.

Collection and Use of Personal Information

10.8 Topham acknowledges that the Company may collect, use and disclose Topham's personal information for business related purposes, and Topham consents to the Company collecting, using and disclosing the personal information of Topham for business related purposes in accordance with any privacy policy of the Company established by it from time to time.

Entire Agreement

10.9 This Agreement constitutes the entire agreement between Topham and the Company regarding the performance of the Duties by Topham and supersedes and replaces all prior agreements, if any, written or oral.

Counterparts

10.10 This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Time of the Essence

10.11 Time will be of the essence of this Agreement.

[The remainder of this page is intentionally left blank.]

Independent Legal Advice

10.12 Topham acknowledges that this Agreement has been prepared on behalf of the Company by legal counsel to the Company; that the Company’s legal counsel does not represent, and is not acting on behalf of Topham; and that Topham has been advised and provided with an opportunity to consult with his own legal counsel with respect to this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first written above.

GLANCE TECHNOLOGIES INC.

Per:

“Penny Green”
Authorized Signatory

Signed, sealed and delivered by)
JAMES TOPHAM in the presence of:)

“Kirk Herrington”
Signature of Witness

)
)
)
)
) “James Topham”
) JAMES TOPHAM

Kirk Herrington
Name of Witness

)
)
)