

## AMENDED AND RESTATED MANAGEMENT AGREEMENT

**THIS MANAGEMENT AGREEMENT** is dated as of February 1<sup>st</sup>, 2015, and amended and restated as of October 28, 2015, February 7, 2016 and March 15, 2016

### BETWEEN:

**GLANCE TECHNOLOGIES INC.**, a company incorporated under the laws of British Columbia, with an executive office at #8444 200-375 Water Street, Vancouver, British Columbia V6B 0M9

(the "**Company**")

### AND:

**PENNY GREEN**, a business person with an address at Suite 1820, 925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(the "**Consultant**")

### WHEREAS:

- A. The Company is a privately-held British Columbia corporation 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 desires to affirm and engage the Consultant as a director and Chief Operating Officer ("**COO**") of the Company and the Consultant desires to fulfill the duties and responsibilities as a director and COO for the Company on the terms and subject to the conditions of this Agreement; and
- C. This Agreement amends, restates and replaces the Management Agreement dated February 1, 2015 as amended on October 28, 2015 and February 7, 2016 between the Company and the Consultant in order to reflect the occurrence of certain events that have transpired since the date thereof.

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

## PART I INTERPRETATION

### Definitions

- 1.1 In this Agreement, except as otherwise expressly provided or as the context otherwise requires:
  - (a) "**Agreement**" means this amended and restated management agreement, as amended, modified or supplemented from time to time in accordance with §9.5;
  - (b) "**blog**" means a collection of online content that is organized in some particular order, which content can take the form of basic words (copy) as well as rich media (audio, video and embeddable objects);

- (c) “**blogger**” means someone who writes content or appears in videos for an online blog;
- (d) “**Board**” means the board of directors of the Company, or, if there is only one director of the Company, that sole director;
- (e) “**Business**” has the meaning set out in the preamble;
- (f) “**COO**” has the meaning set out in the preamble;
- (g) “**Compensation Shares**” has the meaning set out in §4.1;
- (h) “**Confidential Information**” has the meaning set out in §6.1;
- (i) “**Fee**” has the meaning set out in §4.1;
- (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) “**Just Cause**” has the meaning set out in §5.1;
- (l) “**Part**” has the meaning set out in §1.2;
- (m) “**Person**” means any individual, business, trust, unincorporated association, corporation, partnership, joint venture, limited liability company or other entity of any kind;
- (n) “**Protected Price**” has the meaning set out in §4.1 (a) (i);
- (o) “**Term**” has the meaning given in §2.1;
- (p) “**Termination Date**” has the meaning set out in §2.1; and
- (q) “**Work Product**” has the meaning set out in §7.1.

## 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 subclause 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 shall 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 The term of this Agreement (the “**Term**”) shall commence on February 1, 2015 and shall continue until terminated in accordance with the provisions hereof (the “**Termination Date**”).

## **PART 3 SERVICES**

### **Services**

- 3.1 The Consultant shall perform the services (“**Services**”) of a director and the COO of the Company and as a restaurant blogger on the Company’s YouTube channel on the terms and subject to the conditions of this Agreement. The Consultant shall provide Services to the Company to the best of her ability and in accordance with the terms of this Agreement.
- 3.2 The Consultant’s responsibilities as COO and a director of the Company shall include, but not be limited to, the following:
- (a) overseeing sales and marketing for the Company;
  - (b) building and developing the Company’s sales and marketing team;
  - (c) increasing the number of restaurants using the Company’s mobile payment application;
  - (d) overseeing the Company’s going public process;

- (e) overseeing all of the Company's operations;
- (f) maintaining relationships with certain contacts introduced to the Company by the Consultant;
- (g) working on the Company's long-term strategic plans and strategic partnerships;
- (h) dealing with day-to-day operational plans and project developments as they impact bottom-line performance;
- (i) assisting the CEO and corporate management team with the development and deployment of business plans & strategies;
- (j) assisting with raising financing for the Company;
- (k) providing legal administration support of the Company for developing the Company, including reviewing and assisting with the development of all agreements, contracts, and employee or consultant related legal work;
- (l) reporting on the activities and business of the Company to the Board;
- (m) leading and working on the capital funding programs of the Company and directing the use of funds in capital asset and corporate building plans;
- (n) preparing for, participating in and attending board meetings;
- (o) attending meetings with potential partners and other business contacts within government, industry and academia;
- (p) assisting the Company in developing a list of potential contacts to advance its business, including potential customers and business partners;

The foregoing duties and responsibilities are set and specified by the Board, which may change, alter or amend such duties and responsibilities in its sole discretion.

- 3.3 The Consultant's responsibilities as a blogger for the Company shall include creating and appearing in video blogs or writing text blog entries that discuss the Company and restaurants that the Company works with at a frequency determined by the Board. The Consultant is responsible for providing her own hair, makeup and wardrobe for her responsibilities as a blogger for the Company and must present herself professionally in any blog posts.
- 3.4 Throughout the Term, and while performing the Services, the Consultant shall well and faithfully serve the Company and use her best efforts to generally promote the interests of the Company.

#### **Instructions and Directions by Board**

- 3.3 The Consultant shall carry out all lawful instructions and directions from time to time given to it by the Board, and shall comply with all Company policies, procedures, rules

and regulations, both written and oral, as may be announced by the Company from time to time.

### **Conflicts of Interest**

- 3.4 The Consultant agrees that she shall use her best efforts to refer to the CEO all matters and transactions in which a potential conflict of interest between the Consultant and the Company may arise and shall not proceed with such matters or transactions until the CEO's express approval thereof is obtained.

## **PART 4 REMUNERATION**

### **Base Remuneration**

- 4.1 In consideration for the provision of the Consultant's Services, the Company shall pay the Consultant a monthly fee of \$10,000 (the "**Fee**"), beginning on March 15, 2016 and continuing until the Termination Date. The Fee will be payable in common shares of the Company (the "**Compensation Shares**") which the Company will issue by the end of the 7<sup>th</sup> calendar day of each month for Services rendered in the preceding month at a value per share equal to:

- (a) if the Company is listed on a stock exchange on the date on which the Compensation Shares are issued, Glance will:
- (i) on a date of the Company's choosing, so long as it issues the Compensation Shares by the end of the 7<sup>th</sup> calendar day of each month as payment for the month immediately prior, obtain confidential price protection from the stock exchange on which it is listed to issue the Compensation Shares at a value per share equal to the closing trading price of the common shares of the Company on the trading day immediately prior to the date on which the Company obtains confidential price protection, less the maximum discount allowed by the stock exchange (the "**Protected Price**"); and
  - (ii) issue the Compensation Shares at the Protected Price; or

if the Company is not listed on a stock exchange on the date on which any Compensation Shares are issued, the price at which the Company will issue the Compensation Shares will be the price at which the Company most recently issued common shares.

### **Expenses**

- 4.2 The Company shall reimburse the Consultant for the Consultant's reasonable expenses or disbursements actually and reasonably incurred or made by her in connection with the performance of services under this Agreement. For all such expenses and disbursements the Consultant shall supply the Company with copies of all receipts, invoices or statements in respect of which the Consultant 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**

### **Definitions**

- 5.1 In this Part 5, “**Just Cause**” means any act, omission, behaviour, conduct or circumstance of the Consultant that constitutes just cause for dismissal of the Consultant under the laws of British Columbia, and for the purposes of this Agreement includes:
- (a) any cause related to fraud, dishonesty, illegality, breach of statute or regulation or gross incompetence;
  - (b) any material breach by the Consultant of a provision of this Agreement;
  - (c) if there is a failure on the part of the Consultant to perform the services in a competent and professional manner;
  - (d) any conviction of the Consultant for a criminal offence;
  - (e) any declaration of bankruptcy against the Consultant by a court of competent jurisdiction; and
  - (f) any refusal by the Consultant to follow reasonable instructions given by the Board that are consistent with the Consultant’s duties and responsibilities.

### **Termination by the Company for Just Cause**

- 5.2 The Company may terminate the services of the Consultant summarily, without notice, for Just Cause, upon paying to the Consultant all accrued Fees for services provided hereunder (including reimbursement for expenses as outlined in paragraph 4.2) in accordance with the payment methods described in paragraph 4.1.

### **Voluntary Termination by the Consultant**

- 5.3 The Consultant may terminate her services to the Company for any reason by providing 30 days’ notice in writing to the Company. The Company may waive or abridge any notice period specified in such notice, in its absolute discretion.
- 5.4 Upon such voluntary termination, the Company shall pay to the Consultant all accrued fees for the Services (including reimbursement for expenses as outlined in § 4.2).

### **Termination by the Company with Notice**

- 5.5 The Company may terminate the services of the Consultant for any reason by providing 2 months’ notice in writing to the Consultant. The Consultant may waive or abridge any notice period specified in such notice, in her absolute discretion.
- 5.6 Upon such termination, the Company shall pay to the Consultant all accrued Fees for services provided hereunder (including reimbursement for expenses as outlined in §4.2).

### **Termination by Death of Consultant**

5.7 This Agreement shall terminate upon the death of the Consultant.

5.8 Upon the death of the Consultant, the Company shall pay into the estate of the Consultant all accrued fees for the Services (including reimbursement for expenses as outlined in §4.2).

### **Fee Termination**

5.9 The termination date of this Agreement for the purpose of determining the fees the Company owes the Consultant will be determined to be the date on which the Consultant is terminated if termination is pursuant to §5.3; the end of the applicable notice period if termination is pursuant to §5.3 or §5.5; or upon the death of the Consultant.

## **PART 6 CONFIDENTIAL INFORMATION**

### **Confidential Information**

6.1 The Consultant acknowledges that:

- (a) she 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 lists, financial reports, formulae, inventions, know-how, marketing strategies, products or devices, profit plans, research and development projects and findings, computer programs, suppliers, 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.

### **Consultant's Obligations Regarding Confidential Information**

6.2 The Consultant shall, during the Term and at all times thereafter:

- (a) hold all Confidential Information that she 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 her 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.

### **Consultant's Continuing Obligations**

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

### **Limited Exception**

6.4 Notwithstanding §6.2, the Consultant may, if and solely to the extent required by lawful subpoena or other lawful process, disclose Confidential Information but, to the extent possible, shall 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. The Consultant shall 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 the Consultant is clearly able to demonstrate:

- (a) was in the public domain prior to February 1, 2015 or subsequently came into the public domain through no fault of the Consultant;
- (b) was lawfully received by the Consultant from a third party, which third party was, to the knowledge of the Consultant, free of any obligations of confidentiality; or
- (c) was already known to the Consultant at the time of disclosure by the Company.

## **PART 7 WORK PRODUCT; INTELLECTUAL PROPERTY**

### **Work Product; Intellectual Property**

7.1 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 the Consultant in the performance of this Agreement (collectively, "**Work Product**") shall immediately upon creation, development or acquisition vest in the Company, as the case may be, and any Work Product that does not so vest shall 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, the Consultant shall return and deliver to the Company all Work Product in the Consultant's possession or control.

### **Moral Rights**

7.2 The Consultant hereby waives as against any person any and all moral rights it 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**

- 7.3 The Consultant shall 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, shall be responsible for any out-of-pocket expenses of the Consultant complying with the obligations under this §7.3.

## **PART 8 NON-COMPETITION AND NON-SOLICITATION**

- 8.1 During the Term and for a period of one year from the Termination Date, the Consultant shall not, without the prior written consent of the Company:

- (a) own or have any interest directly in;
- (b) act as an officer, director, agent, consultant or consultant of;

any business that provides a pay by phone solution for restaurants, 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.

- 8.2 The Company acknowledges that the Consultant 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 the Company may work with other companies in the future while also fulfilling her role with the Company.

- 8.3 The Consultant shall not, for a period of 12 months from the Termination Date:

- (a) directly or indirectly, either personally, by agent or by letters, circulars or advertisements, contact, for the purpose of solicitation or solicit, any Person that is or was a customer of the Company on or at any time within the two years prior to the Termination Date or who was scheduled to become a customer of the Company within up to 12 months prior to the Termination Date;
- (b) induce or attempt to induce any person:
  - (i) who was a consultant of the Company at the Termination Date, 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 Consultant 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 her through her relationship with the Company; or
- (d) influence or attempt to influence Person not to do business with the Company.

## **PART 9 GENERAL**

### **Governing Law**

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

### **Severability**

- 9.2 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 shall not affect the validity or enforceability of the remaining provisions, or part thereof, of this Agreement and such remaining provisions, or part thereof, shall remain enforceable and binding.

### **Enforceability and Injunctive Relief**

- 9.3 The Consultant hereby confirms and agrees that the covenants and restrictions pertaining to the Consultant contained in this Agreement, including those contained in Part 6 and Part 7, are reasonable and valid and hereby further acknowledges and agrees that the Company would suffer irreparable injury in the event of any breach by the Consultant of her 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 the Consultant 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**

- 9.4 The Consultant may assign, pledge or encumber her interest in this Agreement and assign any of her rights or duties under this Agreement with the prior written consent of the Company, such consent in the Company's absolute discretion.

### **Amendments**

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

### **Successors**

9.6 This Agreement shall 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 the Consultant.

**Notice**

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

**Collection and Use of Personal Information**

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

**Entire Agreement**

9.9 This Agreement constitutes the entire agreement between the Consultant and the Company regarding the Consultant's services to the Company, and supersedes and replaces all prior agreements, if any, written or oral, with respect to such services.

**Counterparts**

9.10 This Agreement may be executed in two or more counterparts and by electronic transmission, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**Independent Legal Advice**

9.11 Each of the parties confirms and acknowledges that it has been provided with an opportunity to seek independent legal advice with respect to its rights, entitlements, liabilities and obligations hereunder and understands that it has been recommended that such advice be sought prior to entering into 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.**

**PENNY GREEN**

Per:

"Desmond Griffin"  
Authorized Signatory

"Penny Green"