

**AMENDED AND RESTATED MANAGEMENT
AGREEMENT**

THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT is dated as of November 1, 2015 and amended as of February 1, 2016 and March 15, 2016

BETWEEN:

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

(the "**Company**")

AND:

DESMOND EDWARD GRIFFIN, an individual with a residence at [REDACTED]

(the "**Executive**")

WHEREAS:

- A. The Company is a privately-held British Columbia corporation engaged in the business of developing software applications for mobile devices including a versatile payments processing platform and a mobile payments app for restaurants (the "**Business**");
- B. The Company desires to affirm and engage the Executive as the President and Chief Executive Officer ("**CEO**") for the Company and the Executive desires to fulfill the duties and responsibilities as President and CEO 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 November 1, 2015 and February 1, 2016 between the Company and the Executive 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) "**Board**" means the board of directors of the Company, or, if there is only one director of the Company, that sole director;

- (c) the “**Business**” has the meaning given in the preamble;
- (d) “**CEO**” has the meaning given in the preamble;
- (e) “**Compensation Shares**” has the meaning given in §4.2(b)
- (f) “**Confidential Information**” has the meaning given in §6.1(a);
- (g) “**Executive Group**” means officers appointed by the Board to direct and guide the operations of the Company;
- (h) the “**Fee**” has the meaning given in §4.1;
- (i) “**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;
- (j) “**Just Cause**” has the meaning given in §5.1;
- (k) “**Part**” has the meaning given in §1.2(a);
- (l) “**Person**” means any individual, business, trust, unincorporated association, corporation, partnership, joint venture, limited liability company or other entity of any kind;
- (m) the “**Protected Price**” has the meaning given in §4.2 (b) (i) A.;
- (n) “**Term**” has the meaning given in §2.1;
- (o) “**Termination Date**” has the meaning given in §2.1; and
- (p) “**Work Product**” has the meaning given 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 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 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 November 1, 2015 and shall continue until terminated in accordance with the provisions hereof (the “**Termination Date**”).

PART 3 DUTIES

General Duties

- 3.1 The Executive shall generally perform the services of CEO and President of the Company. The Executive shall provide services to the Company to the best of his ability and in accordance with the terms of this Agreement. The Executive’s responsibilities shall include, but not be limited to, the following:
- (a) working on the Company’s long-term strategies and strategic partnerships, and dealing with day-to-day operations as they impact bottom-line performance;
 - (b) management recruitment;
 - (c) managing and overseeing the Executive Group;
 - (d) assisting with business development, financial modelling and creating strategies for locating potential investors;
 - (e) assist with securing relationships and agreements for use of the Company’s technology by various potential merchants;
 - (f) reporting on the activities and business of the Company to the Board;
 - (g) identifying and helping prepare the Company for future opportunities congruent with the mission statement of the Company; and

- (h) ensuring that the Company's operations comply with all applicable laws and regulations and all matters of corporate governance and financial reporting.

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.

Instructions and Directions by Board

- 3.2 The Executive shall carry out all lawful instructions and directions from time to time given to him by the Board.

Competent and Businesslike

- 3.3 The Executive shall perform his duties to the Company in a faithful, diligent, competent and businesslike manner to the best of his ability.

PART 4 REMUNERATION

Remuneration

- 4.1 The Company shall pay the Executive a monthly fee of \$15,000 (the "**Fee**"), plus GST, beginning on March 15, 2016 and continuing until the Termination Date.

- 4.2 The Fee will be payable as follows:

- (a) \$10,000 in cash; and
- (b) \$5,000 in common shares of the Company (the "**Compensation Shares**") which the Company will issue by the end of the 7th calendar day of each month for Services rendered in the preceding month at a value per share equal to:

- (i) if the Company is listed on a stock exchange on the date on which the Compensation Shares are issued, Glance will:

- A. on a date of the Company's choosing, so long as it issues the Compensation Shares by the end of the 7th 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

- B. issue the Compensation Shares at the Protected Price; or

- (ii) 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.

Deductions

- 4.3 All payments by the Company under this Agreement shall be less any deductions or withholdings required by applicable law.

Expenses

- 4.4 The Company may, in its sole discretion, reimburse the Executive for the Executive's reasonable expenses or disbursements actually and reasonably incurred or made by him in connection with the performance of services under this Agreement. For all such expenses and disbursements the Executive shall supply the Company with originals of all receipts, invoices or statements in respect of which the Executive 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 Executive that constitutes just cause for dismissal of the Executive 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 Executive of a provision of this Agreement;
 - (c) if there is a failure on the part of the Executive to perform the services in a competent and professional manner;
 - (d) any conviction of the Executive for a criminal offence;
 - (e) any declaration of bankruptcy against the Executive by a court of competent jurisdiction; and
 - (f) any refusal by the Executive to follow reasonable instructions given by the Board that are not inconsistent with the Executive's duties and responsibilities.

Termination by the Company for Just Cause

- 5.2 The Company may terminate the services of the Executive summarily, without notice, for Just Cause, upon paying to the Executive all accrued and unpaid fees for Services provided hereunder (including reimbursement for expenses as outlined in § 4.4.

Voluntary Termination by the Executive

- 5.3 The Executive may terminate his services to the Company for any reason by providing 2 months' 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, on the last day on which the Executive provides Services to the Company, the Company shall pay the Executive all accrued and unpaid fees for the Services (including reimbursement for expenses as outlined in § 4.4).

Termination by the Company with Notice

- 5.5 The Company may terminate the services of the Executive for any reason by providing 2 months' notice in writing to the Executive. The Executive may waive or abridge any notice period specified in such notice, in his absolute discretion.
- 5.6 Upon such termination, on the last day on which the Executive provides Services to the Company, the Company shall pay the Executive all accrued and unpaid fees for the Services (including reimbursement for expenses as outlined in § 4.4).

Termination by Death of Executive

- 5.7 This Agreement shall terminate upon the death of the Executive.
- 5.8 Upon the death of the Executive, the Company shall pay into the estate of the Executive all accrued and unpaid fees for the Services (including reimbursement for expenses as outlined in § 4.4).

PART 6 CONFIDENTIAL INFORMATION

Confidential Information

- 6.1 The Executive 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, 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.

Executive's Obligations Regarding Confidential Information

- 6.2 The Executive shall, 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 Board.

Executive's Continuing Obligations

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

Limited Exception

- 6.4 Notwithstanding §6.2, the Executive 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 Executive 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 Executive is clearly able to demonstrate:
- (a) was in the public domain prior to March 15, 2016 or subsequently came into the public domain through no fault of the Executive;
 - (b) was lawfully received by the Executive from a third party, which third party was, to the knowledge of the Executive, free of any obligations of confidentiality; or
 - (c) was already known to the Executive at the time at which the Company discloses such Confidential Information to the Executive.

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 Executive 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 Executive shall return and deliver to the Company all Work Product in the Executive's possession or control.

Moral Rights

7.2 The Executive 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

7.3 The Executive 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 Executive complying with the obligations under this §7.3.

PART 8 NON-COMPETITION

8.1 During the Term and for a period of one year from the Termination Date, the Executive 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 is substantially the same as 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.

8.2 The Company acknowledges that the Executive 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 Executive may work with other companies in the future while also fulfilling his role 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 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

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.

Assignment

9.3 The Executive 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, such consent in the Company's absolute discretion.

Amendments

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

Successors

9.5 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 Executive.

Notice

9.6 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

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

Entire Agreement

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

Counterparts

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

Time of the Essence

9.10 Time shall be of the essence of this Agreement.

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.

EXECUTIVE

Per:

"Penny Green"
Authorized Signatory

"Desmond Griffin"
DESMOND GRIFFIN