

AMENDED AND RESTATED SERVICES AGREEMENT

THIS AMENDED AND RESTATED SERVICES AGREEMENT is dated January 6, 2015, and amended as of December 1, 2015 and February 1, 2016;

BETWEEN:

GLANCE MOBILE INC., a company continued in British Columbia, with an executive office at #8444 200-375 Water Street, Vancouver, British Columbia, Canada V6B 0M9

(the "**Company**")

AND:

ZOINK TECHNOLOGIES INC., a company incorporated pursuant to the laws of British Columbia with a registered and records office at 1820-925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(the "**Zoink**")

WHEREAS:

- A. The Company wishes to engage Zoink to provide certain business development services pursuant to the terms of this Agreement and Zoink wishes to provide the services referred to herein; and
- B. This Agreement amends, restates and replaces the services agreement dated January 6, 2015, as amended on December 1, 2015, between the Company and Zoink in order to reflect the occurrence of certain events that have transpired since the date thereof.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1. "**Agreement**" means this amended and restated services agreement, as amended, modified or supplemented from time to time in accordance with Section 6.4.
- 1.2. "**Board**" means Board of Directors of the Company, or, if there is only one director of the Company, that sole director.
- 1.3. "**Confidential Information**" means all information and facts (including Intellectual property and business records) relating to the business of the Company, and the subsidiaries of the Company or their respective customers, clients or suppliers that are confidential or proprietary, whether or not such information or facts: (i) are reduced to

writing; (ii) were created or originated by an employee; or (iii) are designated or marked as “confidential” or “proprietary” or some other designation or marking.

- 1.4. **“Exchange”** means the CSE or any such other stock exchange on which the Company is listed on any given date.
- 1.5. **“GST”** means Goods and Services Tax.
- 1.6. **“Services”** has the meaning ascribed to it in Section 2.1.
- 1.7. **“Services Fees”** has the meaning set out in Section 3.1.

2. **SERVICES TO BE PROVIDED**

- 2.1. This Agreement and each of its terms are subject to:
 - (a) the approval of or acceptance by the Exchange if such approval or acceptance is required; or,
 - (b) the absence of any objections by the Exchange if approval of or acceptance by the Exchange is not required.

If the Exchange objects to any clause or term of this Agreement, such clause or term will be curtailed and limited only to the extent necessary to bring it within the requirements of the Exchange and the remainder of this Agreement will not be affected thereby, and each term, provision, covenant, and condition of this Agreement will be and remain valid and enforceable to the fullest extent permitted by law.

2.2. The Company hereby engages ZoinK to provide various services to the Company in connection with software development for the Company (the **“Services”**). ZoinK will work with the management and Board to provide, but not be limited to providing, the following Services:

- a. Build out the management functions of the mobile application;
- b. Complete screen prototype for mobile application;
- c. Conduct usability and feasibility testing to determine how to improve the mobile application;
- d. Design, develop and programme optical character recognition software to allow the mobile application to recognize receipts;
- e. Design and develop secure communications between computer servers and the mobile application;
- f. Build rewards functionality to encourage repeat usage of mobile application; and
- g. Develop, design and programme user interface for payment.

2.3. ZoinK will report directly to the Board and will keep the Board informed of all matters concerning the Services as requested by the Board from time to time.

2.4. Zoink recognizes and understands that, in performing the duties and responsibilities of the Company as provided in this Agreement, Zoink will occupy a position of high fiduciary trust and confidence, pursuant to which Zoink will develop and acquire wide experience and knowledge with respect to all aspects of the manner in which the Company's business is conducted. Without limiting the generality of the foregoing, Zoink must observe the highest standards of loyalty, good faith and avoidance of conflicts of duty and self-interest. It is the intent and agreement of the parties that such knowledge and experience will be used solely and exclusively in furtherance of the business interests of the Company and not in any manner which would be detrimental to it.

3. REMUNERATION & EXPENSES

3.1. Until the termination of this Agreement, the Company will pay Zoink a fee of \$10,000 per month plus GST for Services (the "**Services Fee**").

3.2. Zoink will be responsible for all costs associated with the performance of the Services.

3.3. Zoink must maintain detailed expense records and will be reimbursed by the Company for the following:

- (a) All reasonable travel expenses incurred by Zoink in providing the Services but only if such expenses have been approved by the Board prior to being incurred; and
- (b) Reasonable out of pocket documented costs incurred by Zoink actually, necessarily and properly in the course of providing the Services but only if such expenses have been approved by the Board prior to being incurred.

3.4. Payments by the Company under this Agreement shall be less any deductions or withholdings required by applicable law.

4. TERM AND TERMINATION

4.1. The term of this Agreement is 12 months, to be renewed on an annual basis.

4.2. The Company and Zoink acknowledge and agree that the term of this Agreement is at the pleasure of the Board of Directors of the Company. This Agreement may be terminated by either party at any time by providing one month notice.

4.3. In the event that the Company terminates this Agreement, the Company will not pay and will not owe to Zoink any amounts in addition to the Service Fees earned prior to the termination.

4.4. Upon termination of this Agreement for any reason, Zoink must, upon receipt of any portion of the Services Fees then due and owing together with all expenses allowed under Section 3.3 that were invoiced by Zoink prior to the notice of termination but unpaid by the Company, promptly deliver the following in accordance with the direction of the Company:

- (a) A final accounting, reflecting the balance of expenses allowed under Section 3.3 but not invoiced by Zoink in the course of providing the Services as of the date of termination;
- (b) All documents in the custody of Zoink that are the property of the Company, including but not limited to all books of account, correspondence and contracts; and
- (c) All equipment and any other property in the custody of Zoink that are the property of the Company.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP**

5.1. It is expressly agreed that Zoink is acting as an independent contractor in performing the Services under this Agreement and that Zoink is not an employee of the Company.

5.2. Zoink need only devote such portion of the Zoink's time to provision of the Services as is necessary to complete the Services.

5.3. Zoink is not precluded from acting in any other capacity for any other person, firm or company provided that such other work does not, in the reasonable opinion of the Board, conflict with Zoink's duties to the Company.

5.4. Zoink represents and warrants that:

- (a) Zoink has the right to perform the Services without violation of its obligations to others;
- (b) Zoink is not bound by any agreement or obligation to any other party that will conflict with its obligations as a consultant of the Company; and
- (c) all advice, information, and documents provided by Zoink to the Company in the course of providing the Services may be used fully and freely by the Company.

6. **GENERAL PROVISIONS**

6.1. **Assignability**

- (a) No party may assign this Agreement without the written agreement of the other party.
- (b) In the event that the Company completes a business combination with a successor company or changes its name, this Agreement will continue in full force and effect between Zoink and the newly amalgamated or named company.

6.2. **Authorization.** The Company represents and warrants that it is fully authorized and empowered to enter into this Agreement and perform its obligations hereunder, and that performance of this Agreement will not violate any agreement between the Company and any other person, firm or organization nor breach any provisions of its constating documents or governing legislation.

6.3. **Zoink's Obligations**

- (a) **No Conflicting Obligations.** Zoink will not, in the performance of the Services:
 - (i) improperly bring to the Company or use any trade secrets, Confidential Information or other proprietary information of any other party; or
 - (ii) knowingly infringe the property rights of any other party.
- (b) **Confidential Information.** All Confidential Information of the Company, is the exclusive property of the Company, or its subsidiaries, and shall at all times be regarded, treated and protected as such. Zoink shall not use the Confidential Information for any purpose other than to carry out the Services in accordance with this Agreement.
- (c) **Consent to Enforcement.** Zoink confirms that all restrictions in this Section 6 are reasonable and valid, and any defences to the strict enforcement thereof by the Company are waived by Zoink. Without limiting the generality of the foregoing, Zoink hereby consents to an injunction being granted by a court of competent jurisdiction in the event that Zoink is in breach of any of the provisions stipulated in this Section 6. Zoink hereby expressly acknowledges and agrees that injunctive relief is an appropriate and fair remedy in the event of a breach of any of the said provisions.
- (d) Zoink's obligations contained in this Section 6 will remain in effect in accordance with their terms and continue in full force and effect despite any breach, repudiation, alleged breach or repudiation, or termination of this Agreement.

6.4. **Amendment or Waiver.**

- (a) This Agreement may not be amended unless such amendment is agreed to in writing and signed by Zoink and an authorized officer of the Company.
- (b) No waiver by either party hereto of any breach by the other party hereto of any condition or provision contained in this Agreement to be performed by such other party will be deemed a waiver of any similar or dissimilar condition or provision. Any waiver must be in writing and signed by Zoink or an authorized officer of the Company, as the case may be.

6.5. Compliance with Policies and Laws. Zoink agrees to abide by all the Company's policies and procedures, including without limitation, the Company's code of conduct. Zoink also agrees to abide by all laws applicable to the Company, in each jurisdiction that it does business, including without limitation securities and regulations governing publicly traded companies.

6.7. Currency. Unless otherwise stipulated, all payments required to be made pursuant to the provisions of this Agreement and all money amount references contained herein are in lawful currency of Canada.

6.8. **Governing Law.** This Agreement will be construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and will be treated in all respects as a British Columbia contract. The parties hereto irrevocably attorn to the courts of competent jurisdiction of British Columbia.

6.9. **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and will be properly given if delivered to the following:

(a) in the case of the Company:

Glance Mobile Inc.
#8444 200-375 Water Street
Vancouver, BC V6B 0M9

(b) in the case of Zoink:

Zoink Technologies Inc.
1820-925 West Georgia Street
Vancouver, BC V6C 3L2

Any notice so given will be conclusively deemed to have been given or made on the day of delivery, if delivered, or if faxed, upon the date shown on the delivery receipt recorded by the sending facsimile machine.

6.10. **Severability.** If any provision contained herein is determined to be void or unenforceable for any reason, in whole or in part, it must not be deemed to affect or impair the validity of any other provision contained herein and the remaining provisions will remain in full force and effect to the fullest extent permissible by law.

6.11 **Further Assurances.** Each of Zoink and the Company will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents and things as Zoink or the Company may reasonably require for the purposes of giving effect to this Agreement.

6.12. **Independent Legal Advice.** Zoink acknowledges that it has been advised that the Company's lawyers act exclusively in the interests of the Company and the Consultant's interests will not be protected by the Company's lawyers. Zoink 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.

6.13. **Counterpart Execution.** 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.

6.14. **References.** All references to “Section” or “Schedule” in this Agreement refer to sections or schedules of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

GLANCE MOBILE INC.

Per:

“Penny Green”
Authorized Signatory

ZOINK TECHNOLOGIES INC.

Per:

“Angela Griffin”
Authorized Signatory