

## SERVICES AGREEMENT

**THIS AGREEMENT** is dated April 15, 2016 (the "**Effective Date**")

**BETWEEN:**

**GLANCE TECHNOLOGIES INC.**, a company continued into British Columbia, with a registered and records office at 1820-925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(the "**Company**")

**AND:**

**ROMD MARKETING AND DESIGN INC.**, a company incorporated pursuant to the laws of British Columbia with an office at [REDACTED] and the legal business name "Rubber Oven Marketing & Design Inc."

(**"ROMD"**)

**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 wishes to engage ROMD to provide all of the Company's marketing and design requirements pursuant to the terms of this Agreement and ROMD wishes to provide the services referred to herein.

**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 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;
- 1.3. "**Business**" has the meaning set out in the preamble;
- 1.4. "**Cash Payment**" has the meaning set out in Section 3.2;
- 1.5. "**CEO**" means Chief Executive Officer;
- 1.6. "**Compensation Cash**" has the meaning set out in Section 3.1;
- 1.7. "**Compensation Shares**" has the meaning set out in Section 3.1;

- 1.8. **"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, with the limited exception that it does not include the information and facts described above if ROMD is clearly able to demonstrate that such information or facts were: (i) in the public domain prior to the Effective Date or subsequently came into the public domain through no fault of ROMD; (ii) lawfully received by ROMD from a third party, which third party was, to the knowledge of ROMD, free of any obligations of confidentiality to the Company; or (iii) already known to ROMD at the time of disclosure by the Company;
- 1.9. **"Effective Date"** has the meaning given above; ;
- 1.10. **"Exchange"** means the Canadian Securities Exchange or any such other stock exchange on which the Company is listed on any given date;
- 1.11. **"GST"** means Goods and Services Tax;
- 1.12. **"Protected Price"** has the meaning set out in Section 3.1 (a) (i);
- 1.13. **"Services"** has the meaning ascribed to it in Section 2.1;
- 1.14. **"Service Fee"** has the meaning set out in Section 3.1;
- 1.15. **"Services Termination Date"** means the date of termination of this Agreement pursuant to Section 4;
- 1.16. **"Stock Options"** has the meaning set out in Section 3.4;
- 1.17. **"Stock Option Agreement"** means a written agreement entered into by the Company and ROMD's nominees which governs the issuance of the Stock Options;
- 1.18. **"Stock Option Plan"** means the stock option plan as adopted by the Company from time to time;
- 1.19. **"Term"** has the meaning set out in Section 4.1;

## 2. SERVICES

2.1. The Company hereby engages ROMD to provide various marketing and design services to the Company (the **"Services"**), and ROMD will dedicate the amount of time to the Company that is necessary to perform the Services. ROMD will work with the Company's management and CEO to provide, but not be limited to providing, the following Services:

- (a) developing the Company's brand and brand strategy;
- (b) developing a logo for the Company and its mobile payments app;
- (c) assisting to develop the Company's website;

- (d) assisting to develop the Company's marketing and sales materials, including bill inserts, check presenters, on-table advertising and social media advertisements;
- (e) sourcing and setting up advertising opportunities for the Company;
- (f) assisting to develop the Company's informational package for investors; and
- (g) develop and ensure search engine optimization for the Company.

2.2. ROMD will report directly to the CEO and will keep the CEO informed of all matters concerning the Services as reasonably requested by the CEO from time to time.

2.3. ROMD will use reasonable efforts to make its marketing and design services available to the Company's restaurant clients as a subcontractor. ROMD will be the exclusive subcontractor to the Company for marketing and design services. ROMD and the Company's client's may agree, notwithstanding the foregoing, in the event that one of the Company's clients engage the Company to provide marketing and design services and the Company subcontracts those services to ROMD, the Company will be responsible for billing and obtaining payment from such restaurant clients for such services. It is the intent of the parties that in the circumstances where the Company subcontracts marketing and design services to ROMD, twenty-five percent (25%) of any fee paid by the Company's clients in respect to such services (not including taxes) will be retained by the Company and the remaining (75%) of such fees (not including taxes) will be paid to ROMD.

2.4. ROMD recognizes and understands that, in performing the duties and responsibilities of the Company as provided in this Agreement, ROMD will develop and acquire wide experience and knowledge with respect to all aspects of the manner in which the Company's business is conducted. 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 Beginning on the Effective Date and in consideration for the provision of the Services, the Company shall pay ROMD a monthly service fee of \$10,000 (the "**Service Fee**") plus GST until this Agreement is terminated in accordance with Section 4.2. The Service Fee will be payable as follows: \$1,350 in cash (the "**Compensation Cash**"), and \$8,650 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 to be issued, the Company 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

(b) 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.

3.2 ROMD hereby directs the Company to issue the Compensation Shares as follows:

(a) fifty percent of the Compensation Shares will be issued to PNL Enterprises Ltd.;  
and

(b) fifty percent of the Compensation Shares will be issued to Jonsan Holdings Ltd.

3.2 ROMD hereby directs the Company to issue the monthly Compensation Cash and the GST payable on the Service Fee, which shall equal \$500 per month, payable in cash (the Compensation Cash and the GST, together, the “**Cash Payment**”), as follows:

(a) fifty percent of the Cash Payment to PNL Enterprises Ltd.; and

(b) fifty percent of the Cash Payment to Jonsan Holdings Ltd.

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

(a) all reasonable travel expenses incurred by ROMD in providing the Services but only if such expenses have been approved by the CEO prior to being incurred;  
and,

(b) reasonable out of pocket documented costs incurred by ROMD actually, necessarily and properly in the course of providing the Services but only if such expenses have been approved by the CEO prior to being incurred.

3.4 The Company will grant ROMD 150,000 incentive stock options to purchase an equal number of common shares of the Company (the “**Stock Options**”), which the Company will grant to ROMD’s nominees, PNL Enterprises Ltd. and Jonsan Holdings Ltd., in equal parts (meaning 75,000 Stock Options each for an aggregate of 150,000 Stock Options), at an exercise price of \$0.15 per share, exercisable for a period of five years. . The Stock Options will vest when ROMD has completed the Company’s logo and website to the approval of the Company, which approval will not be unreasonably withheld. The Stock Options will be subject to the terms of the Stock Option Agreement and the Company’s Stock Option Plan, with the exception that the Stock Options will cease to vest on the date on which ROMD’s Services have been terminated, and will terminate the later of one (1) year after the date on which ROMD’s Services have been terminated, or one (1) year after the date on which the Company’s common shares first become listed for trading on a public securities exchange, to a maximum of five (5) years after the date on which the Stock Options are granted.

3.5 If the Company raises a minimum of \$3,000,000 in new equity financing after the Effective Date, ROMD may elect, by providing notice in writing to the Company, for the Company to pay any portion of the Service Fee payable after the date of such notice in cash instead of in Compensation Shares. If the Company raises a minimum of \$2,000,000 in new equity financing after the Effective Date, ROMD may elect, by providing in writing to the Company, for the Company to pay any portion of the Service Fee in cash of up to two-thirds (2/3rds) of the Service Fee instead of Compensation Shares. If the Company raises a minimum of \$1,000,000 in new financing after the Effective Date, ROMD may elect by providing in writing to the Company, for the Company to pay any portion of the Service Fee in cash of up to one third (1/3<sup>rd</sup>) of the Service Fee instead of Compensation Shares.

#### **4. TERM AND TERMINATION**

4.1 The term of this Agreement is 12 months beginning on the Effective Date (the “Term”), to be renewed on an annual basis by the written agreement of both parties.

4.2 This Agreement may be terminated by either party at any time by providing three months’ prior written notice, with the exception that this Agreement may not be terminated within the first six months following the Effective Date.

4.3 In the event that the Company terminates this Agreement, the Company will not pay and will not owe to ROMD any amounts in addition to the Service Fees and the Cash Fees earned prior to the date upon which the termination is to take effect.

4.4 Upon termination of this Agreement for any reason, ROMD must, upon receipt of payment in full of the Services Fees and Cash Fees due and owing together with all expenses allowed under Section 3.3 that were invoiced by ROMD 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 ROMD in the course of providing the Services as of the date of termination;
- (b) All documents in the custody of ROMD 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 ROMD that are the property of the Company.

#### **5. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

5.3 ROMD is not precluded from acting in any other capacity for any other person, firm or company while in the service of the Company provided that such other work does not, include a competing person, firm or company in the restaurant payment app industry.

5.4 ROMD represents and warrants that:

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

5.5 The Company agrees that ROMD may publicly advertise the final products of any materials that ROMD creates for the Company pursuant to this Agreement for the purpose of displaying ROMD's talents and capabilities.

## **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 either party completes a business combination with a successor company or changes its name, this Agreement will continue in full force and effect between the other party and the newly amalgamated or named company.

6.2 **Authorization.** The Company and ROMD each 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 party making the representation and any other person, firm or organization nor breach any provisions of its constating documents or governing legislation.

### **6.3 ROMD's Obligations**

- (a) **No Conflicting Obligations.** ROMD 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. ROMD 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.** ROMD 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 ROMD. Without limiting the generality of the foregoing, ROMD hereby consents to an injunction being granted by a court of

competent jurisdiction in the event that ROMD is in breach of any of the provisions stipulated in this Section 6. ROMD 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) ROMD'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 an authorized officer of ROMD 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 an authorized officer of ROMD or an authorized officer of the Company, as the case may be.

6.5. ROMD agrees to abide by all Compliance Policies and Laws of the Company with respect to securities and regulations governing publicly traded companies. .

6.6. 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.

6.7. 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.

6.8. Notices. Any notices or other communication provided for or to be given under this Agreement shall be in writing and sent by delivery service or email transmission to the following:

- (a) in the case of the Company:

**Glance Technologies Inc.**  
c/o: 1820-925 West Georgia Street  
Vancouver, BC V6C 3L2

Email: des@glance.tech

- (b) in the case of ROMD:

**ROMD Marketing and Design Inc.**  
[REDACTED]

[REDACTED]  
Email: [REDACTED]

A party may change its notice particulars for purposes of this section 6.8, from time to time, by notice in writing. For purposes of this section 6.8:

- (a) **"Business Day"** meaning Monday through Friday, inclusive, so long as any such day is not a statutory holiday in the Province of British Columbia; and
- (b) **"Normal Business Hours"** means 8:00 AM (Pacific Standard Time) to 5:00 PM (Pacific Standard Time) on a Business Day.

Notices sent by e-mail shall be deemed to have been received on the date sent (unless the sender receives an "undeliverable" reply), so long as such e-mail is sent during Normal Business Hours, failing which it shall be deemed to have been received on the next Business Day. Notices which are sent utilizing a delivery service shall be deemed to have been received on the date such delivery service delivers same, so long as such delivery is made during Normal Business Hours, failing which such notice shall be deemed to be received on the next Business Day.

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.

6.12. Independent Legal Advice. ROMD 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. ROMD 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 TECHNOLOGIES INC.**

**ROMD MARKETING AND DESIGN INC.**

Per: *"Penny Green"*

Per: *"Peter Haggarty"*

\_\_\_\_\_  
Authorized Signatory

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Authorized Signatory