

MARKETING MANAGER AGREEMENT

THIS MARKETING MANAGER AGREEMENT is dated February 11, 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:

CHRISTINA RAO, a businesswoman with an address at [REDACTED]

(the "**Manager**")

WHEREAS:

- A. The Company is engaged in developing, marketing and selling its Restaurant App; and
- B. The Company wishes to engage the Manager to assist the Company with certain services related to marketing and sales.

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 marketing manager agreement, as amended, modified or supplemented from time to time in accordance with Section 9.4;
- 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. "**CEO**" means the Chief Executive Officer of the Company;
- 1.4. "**Consulting Fee**" has the meaning set out in Section 3.1;
- 1.5. "**COO**" means the Chief Operating Officer of the Company;
- 1.6. "**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;

- 1.7. **“Earnings Bonus”** has the meaning set out in Section 3.3;
- 1.8. **“Exchange”** means the CSE or any such other stock exchange on which the Company is listed on any given date;
- 1.9. **“GST”** means Goods and Services Tax;
- 1.10. **“Incentive Options”** has the meaning set out in Section 3.5;
- 1.11. **“Incentive Stock Option Agreement”** means a written agreement entered into by the Company and the Manager which governs the issuance of the Incentive Options;
- 1.12. **“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;
- 1.13. **“Marketing Representative”** means a marketing representative engaged by the Company, including the CEO and COO, to provide services in connection with signing up restaurants to use the Restaurant App;
- 1.14. **“Meeting”** means a meeting set up for any marketing representative of the Company, including the CEO and COO, to meet with an owner or manager of a restaurant that is not already registered with the Restaurant App;
- 1.15. **“restaurant”** means anywhere that serves food;
- 1.16. **“Restaurant App”** means the Company’s payment application that lets users pay for their restaurant bill with the user’s mobile device;
- 1.17. **“Restaurant Participation Agreement”** means an agreement between the Company and a restaurant pursuant to which the restaurant agrees to use the App;
- 1.18. **“Services”** has the meaning set out in Section 2.2;
- 1.19. **“Term”** has the meaning set out in Section 4.1; and
- 1.20. **“Work Product”** has the meaning set out in Section 6.1.

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 the Manager to provide various services to the Company in connection with the marketing and sales of the Company's products (the "**Services**"). The Manager will perform the following Services:

- (a) assisting the Company to create content for the Company's social media presence on a weekly basis on Facebook, Twitter, Instagram and LinkedIn;
- (b) working with the Company's management team to provide appropriate content on the Company's website;
- (c) working with a publicist to get articles written by third parties about the Company;
- (d) acting as a marketing person to oversee development of the Company's marketing and sales practices;
- (e) assisting the Company to develop its overall sales and marketing strategy;
- (f) setting up a minimum of 12 Meetings per week during the term of this Agreement, which 12 Meetings may include Meetings set up by Marketing Representatives engaged by the Manager, with owners or managers of restaurants in the downtown area of Vancouver, B.C., which Meetings the Manager may attend in order to gain an understanding of the Company's marketing pitch, but which the Manager will not be required to attend on a regular basis; and
- (g) assisting the Company to enter into strategic alliances with third parties with the goal of developing the Company's user and restaurant base.

2.3. The Manager will report directly to the COO and will keep the COO informed of all matters concerning the Services as requested by the COO from time to time, including but not limited to:

- (a) sending the COO a daily summary of calls made by the Manager in relation to the Services, including the subject matter of each call and the contact information for each person called;
- (b) sending the COO weekly summaries of the Company's sales and new restaurants signed up to the Restaurant App; and
- (c) meeting 2 – 4 times per week with the COO or other members of the Company's management, as required by the Company

2.4. The Manager may perform the Services from any location.

2.5. All email communication by the Manager while providing the Services will be made using the email address [REDACTED], which address and related email account the

Company will provide to the Manager, and which email account the Manager will set up on her mobile phone.

2.6. The Manager will update or add, as applicable, her contacts relating to the Services to the Company's Mail Chimp account on a daily basis.

2.7. The Manager will not contact any restaurant that is part of a set of related restaurants in different locations that are either under shares corporate ownership or franchising agreements without explicit, written prior approval from the COO.

2.8. The Manager recognizes and understands that, in performing the duties and responsibilities of the Company as provided in this Agreement, the Manager will occupy a position of high fiduciary trust and confidence, pursuant to which the Manager 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, the Manager 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. During the Term of this Agreement, the Company will pay the Manager a fee of \$3,000 per month plus any applicable sales tax for the Services (the "**Consulting Fee**"), which Consulting Fee will be payable in advance in two installments each month of \$1,500 per installment, payable on the 1st and 15th of each month during the Term, with the first payment due and payable on February 15, 2016, which payment will be pro-rated to include the Consulting Fee for the days February 11-15, 2016. One thousand five hundred dollars (\$1,500) of the Consulting Fee (the "**Commission Base**") will be a base for the Manager's commission fee structure as set out in Schedule "A".

3.2. The Manager must maintain detailed expense records and will be reimbursed by the Company for the following:

- (a) all reasonable travel expenses that the Manager incurs while providing the Services but only if such expenses have been approved by the COO in writing prior to being incurred; and
- (b) reasonable out of pocket documented costs incurred by the Manager actually, necessarily and properly in the course of providing the Services but only if such expenses have been approved by the COO in writing prior to being incurred.

3.3. The Manager will be entitled to a bonus from the Company of the amount earned in excess of the Commission Base, if any, in a given month during the Term according to the earning schedule in Schedule "A" (an "**Earnings Bonus**"). The Earnings Bonus, if applicable, will be payable by the Company on the 15th of the month subsequent to any month in which the Manager earns an Earning Bonus.

3.4. The Manager will be entitled to an additional discretionary bonus at the end of each of the Company's financial quarters during the Term, the grant and amount of which bonus will be

decided at the sole discretion of the Board based on the performance of the Manager and the Company.

3.5. The Company will grant the Manager 25,000 incentive stock options to purchase common shares of the Company at an exercise price of \$0.15 per share exercisable for a period of five (5) years from the date of grant (the “**Incentive Options**”), subject to the Manager remaining engaged by the Company under this Agreement or any other consulting agreement. For clarity, the Incentive Options will vest according to the following schedule and in accordance with the terms further detailed in the Incentive Stock Option Agreement:

<i>Vesting Date</i>	<i>Proportion of Vested Options</i>
The date of issuance of the Incentive Options (the “ Issuance Date ”)	30% of the Incentive Options
6 months after the Issuance Date	30% of the Incentive Options
12 months after the Issuance Date	The remainder of the Incentive Options

4. **TERM AND TERMINATION**

4.1. The term of this Agreement (the “**Term**”) is 12 months, renewable on an annual basis.

4.2. The Company and the Manager 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 two weeks’ notice.

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

4.4. Upon termination of this Agreement for any reason, the Manager must, upon receipt of any portion of the Services Fees then due and owing together with all expenses allowed under Section **Error! Reference source not found.** that were invoiced by the Manager 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 Schedule “A” but not invoiced by the Manager in the course of providing the Services as of the date of termination;
- (b) all documents in the custody of the Manager 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 the Manager that are the property of the Company.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

5.3. The Manager 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 the Manager's duties to the Company.

5.4. The Manager represents and warrants that:

- (a) the Manager has the right to perform the Services without violation of its obligations to others;
- (b) the Manager 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 the Manager to the Company in the course of providing the Services may be used fully and freely by the Company.

6. WORK PRODUCT, INTELLECTUAL PROPERTY

6.1. 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 Manager 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, the Manager will return and deliver to the Company all Work Product in the Manager's possession or control.

6.2. **Moral Rights.** The Manager hereby waives as against any person any and all moral rights she 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.

6.3. **Further Acts.** The Manager 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 the Manager complying with the obligations under this Section 6.3.

7. NON-COMPETITION

7.1. The Manager shall not, during the Term and for a period of two years after the end of the Term, 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 worldwide that competes with the Restaurant App, 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.

7.2. The Company acknowledges that the Manager may currently work 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 Manager may work with other companies in the future while also fulfilling her role with the Company.

7.3. The Manager shall not, for a period of two years after the end of the Term:

- (a) directly or indirectly, either personally, by Marketing Representative 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 end of the Term or who was scheduled to become a customer of the Company within the 12 months prior to the end of the Term;
- (b) induce or attempt to induce any person:
 - (i) who was a consultant of the Company at the end of the Term, 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 Manager 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 her relationship with the Company; or
- (d) influence or attempt to influence a person not to do business with the Company.

8. NAME AND LIKENESS

8.1. During the term of this Agreement, the Company will have the nonexclusive right, license and authority to use the Manager's name and approved likeness, including approved photographs and other approved images, in merchandising products, media, websites or other advertising materials of the Company in connection with the Restaurant App.

8.2. Notwithstanding the foregoing, nothing contained in this Agreement will obligate the Company to use the Manager's name and approved likeness, including approved photographs and other approved images, in merchandising products, media, websites or other advertising

materials of the Company in connection with the Restaurant App.

9. GENERAL PROVISIONS

9.1. 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 the Manager and the newly amalgamated or named company.

9.2. **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.

9.3. The Manager's Obligations

- (a) No Conflicting Obligations. The Manager 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. The Manager 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. The Manager 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 the Manager. Without limiting the generality of the foregoing, the Manager hereby consents to an injunction being granted by a court of competent jurisdiction in the event that the Manager is in breach of any of the provisions stipulated in this Section 6. The Manager 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) The Manager'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.

9.4. **Amendment or Waiver.**

- (a) This Agreement may not be amended unless such amendment is agreed to in writing and signed by the Manager 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 the Manager or an authorized officer of the Company, as the case may be.

9.5. **Compliance with Policies and Laws.** The Manager agrees to abide by all the Company's policies and procedures, including without limitation, the Company's code of conduct. The Manager 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.

9.6.. **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.

9.7. **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.

9.8.. **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 Technologies Inc.
#8444 200-375 Water Street
Vancouver, BC V6B 0M9

- (b) in the case of the Manager:

Christina Rao


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.

9.9.. **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.

9.10. **Further Assurances.** Each of the Manager 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 the Manager or the Company may reasonably require for the purposes of giving effect to this Agreement.

9.11.. **Independent Legal Advice.** The Manager 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. The Manager further acknowledges that she 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.

9.12.. **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.

9.13. **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.

Per:

"Desmond Griffin"
Authorized Signatory

THE MANAGER

"Christina Rao"
Christina Rao

Schedule "A"

Commissions:

The Manager will earn the Earnings Bonus according to the following earning schedule:

Event	Commission	
	Amount Earned	Date Earned
Manager sets up a Meeting for a Marketing Representative	\$50.00	On the date the Meeting takes place
A restaurant for which the Manager set up the first Meeting signs a Restaurant Participation Agreement	\$150.00, less any amount payable to Marketing Representatives involved in signing up the restaurant	On the date the Restaurant Participation Agreement is signed
A Marketing Representative engaged by the Manager signs up a restaurant to a Restaurant Participation Agreement	\$25.00	On the date the Restaurant Participation Agreement is signed

Manager's Quota:

The Manager and all Marketing Representatives working under the Manager will, between them, set up a minimum of 12 Meetings per week.

Company Targets:

1. Sign up 12 Marketing Representatives by March 31, 2016.
2. Sign up 40 new restaurants to the Restaurant App per month, beginning in March 2016.
3. Sign up 500 new restaurants to the Restaurant App in British Columbia by February 28, 2017.