

## AMENDED AND RESTATED SERVICES & LEASE AGREEMENT

**THIS AGREEMENT** is dated November 1, 2014 and amended and restated as of October 28, 2015 and March 15, 2016

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:

**DELMONT HOLDINGS LTD.**, 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

("Delmont")

**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 Delmont to provide certain administrative, accounting and business development services pursuant to the terms of this Agreement and Delmont wishes to provide the services referred to herein.
- B. This Agreement amends, restates and replaces the Services Agreement dated November 1, 2014 and amended and restated as of October 28, 2015 between the Company (formerly Left Bank Capital Corp.) and Delmont (formerly Bacchus Filings Inc.) in order to reflect the occurrence of certain events that have transpired since the date thereof.

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

### 1.1 DEFINITIONS

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

- 1.1. "**Agreement**" means this amended and restated services and lease 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. "**Compensation Shares**" has the meaning set out in Section 3.2;

- 1.5. **“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;
- 1.6. **“Exchange”** means the Canadian Securities Exchange or any such other stock exchange on which the Company is listed on any given date;
- 1.7. **“GST”** means Goods and Services Tax;
- 1.8. **“Protected Price”** has the meaning set out in Section 3.2 (a) (i);
- 1.9. **“Services”** has the meaning ascribed to it in Section 2.1;
- 1.10. **“Service Fee”** has the meaning set out in Section 3.1;
- 1.11. **“Services Termination Date”** means the date of termination of this Agreement pursuant to Section 4;
- 1.12. **“Term”** has the meaning set out in Section 4.1;

## **2. SERVICES**

2.1. The Company hereby engages Delmont to provide various services to the Company in connection with fulfilling the duties of administration, accounting, and business development services work of the Company (the **“Services”**). Delmont will work with the management and Board to provide, but not be limited to providing, the following Services:

- (a) approximately 50% use of Delmont's 3,600 square foot offices as the principal office of the Company, including use of the boardroom with food and drink service, lunchroom, and computers and office space for up to 10 people;
- (b) administrative support services including but not limited to:
  - i. technical support;
  - ii. reception services;
  - iii. executive assistant services to the Company's management team;
  - iv. mail and courier services;
  - v. computer and telephone access;
  - vi. use of printers and photocopiers;
  - vii. maintenance of the Company's records, minute book and documents; and
  - viii. filing services.

(c) accounting services, including but not limited to:

- i. bookkeeping and maintenance of the Company's financial statements; and
- ii. administration of the Company's accounts payable and receivable by gathering invoices and preparing cheques.

(d) business administrative services, including but not limited to:

- i. organizing the Company's business events;
- ii. booking photoshoots for the Company's restaurant clients;
- iii. arranging for signage in Delmont's office building to advertise the Company's location;
- iv. maintaining the Company's documents, including a contact sheet; and
- v. scheduling and organizing Company meetings.

2.2. Delmont 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.

2.3. Delmont recognizes and understands that, in performing the duties and responsibilities of the Company as provided in this Agreement, Delmont will occupy a position of high fiduciary trust and confidence, pursuant to which Delmont 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, Delmont 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 Beginning on March 15, 2016 and in consideration for the provision of Delmont's services, the Company shall pay Delmont a monthly service fee (the "**Service Fee**") of \$12,500 + GST until this Agreement is terminated in accordance with Section 4.1. The Service Fee will be allocated as follows:

- (a) \$5,000 towards rent and utilities;
- (b) \$2,000 towards reception and administration services;
- (c) \$1,000 towards use of photocopying machines, printers, computers, unlimited office supplies, long distance calling charges and telephone system;
- (d) \$1,500 towards managing account payable and receivable;
- (e) \$2,000 towards organizing and managing events for the Company, arranging photoshoots for the Company's restaurant clients and arranging launch parties for the Company's mobile payments app; and

(f) \$1,000 towards social media services.

3.2 The Service 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

(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. 3.3 Delmont will not be responsible to pay any utilities for use of Delmont's office space in addition to the Service Fee.

3.4 Delmont must maintain detailed expense records and will be reimbursed by the Company for the following:

(a) all reasonable travel expenses incurred by Delmont 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 Delmont 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.

3.5 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 beginning on March 15, 2016 (the "**Term**"), to be renewed on an annual basis.

4.2 The Company and Delmont 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's notice.

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

4.4 Upon termination of this Agreement for any reason, Delmont must, upon receipt of any portion of the Service Fee then due and owing together with all expenses allowed under Section 3.4 that were invoiced by Delmont 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 3.4 but not invoiced by Delmont in the course of providing the Services as of the date of termination;
- (b) all documents in the custody of Delmont 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 Delmont that are the property of the Company.

## **5 INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

5.3 Delmont 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 Delmont's duties to the Company.

5.4 Delmont represents and warrants that:

- (a) Delmont has the right to perform the Services without violation of its obligations to others;
- (b) Delmont 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 Delmont 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 Delmont 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 Delmont's Obligations**

- (a) **No Conflicting Obligations.** Delmont 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. Use of Confidential Information by Consultant**  
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. Delmont 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.** Delmont 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 Delmont. Without limiting the generality of the foregoing, Delmont hereby consents to an injunction being granted by a court of competent jurisdiction in the event that Delmont is in breach of any of the provisions stipulated in this Section 6. Delmont 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) Delmont'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 Delmont 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 Delmont or an authorized officer of the Company, as the case may be.

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

6.6. **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 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.**  
c/o: 1820-925 West Georgia Street  
Vancouver, BC V6C 3L2

(b) in the case of Delmont:  
**Delmont Holdings Ltd.**  
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 Delmont 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 Delmont or the Company may reasonably require for the purposes of giving effect to this Agreement.

6.12. **Independent Legal Advice.** Delmont 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. Delmont 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.**

**DELMONT HOLDINGS LTD.**

Per:

Per:

"Desmond Griffin"  
Authorized Signatory

"Penny Green"  
Authorized Signatory