

## INVESTOR RELATIONS AGREEMENT

**THIS AGREEMENT** made with effect as of the 28<sup>th</sup> day of October, 2015 (the “**Effective Date**”)

**BETWEEN:**

**GLOBAL REMOTE TECHNOLOGIES LTD.**, a company incorporated under the laws of British Columbia with a registered office at 1820 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(hereinafter called the “**Company**”)

- and -

**DIRECT FINANCIAL STRATEGIES AND COMMUNICATION INC. (formerly, 9132-8757 QUEBEC INC.)**, a company incorporated under the laws of Quebec with a registered office at 21 rue Prospect, Westmount, Québec H3Z1W5

(hereinafter called the “**Consultant**”)

**WHEREAS** the Consultant is in the business of performing investor relations services;

**AND WHEREAS** the Company’s Shares are listed on the CSE (defined below);

**AND WHEREAS** the Company and the Consultant have negotiated an arrangement whereby the Consultant will provide investor relations services to the Company; and

**AND WHEREAS** the terms set out in this Agreement shall be effective from the Effective Date and the Consultant shall be entitled to payment for its services in accordance with the payment terms set out herein;

**NOW THEREFORE**, in consideration of the promises and mutual covenants herein contained, the receipt and sufficiency of which are acknowledged by each of the Parties, the Parties hereto intending to be legally bound, do hereby agree as follows:

- 1. Definitions.** In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meanings hereinafter set out:
  - a.** “**Compensation**” has the meaning set out therefor in section 6 below;
  - b.** “**Consulting Services**” has the meaning set out therefor in section 2 below;
  - c.** “**CSE**” means the Canadian Securities Exchange;
  - d.** “**Governmental Entity**” means any:

- i.** multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal (judicial, quasi-judicial, administrative or quasi-administrative), arbitral body, commission, board, bureau or agency, domestic or foreign;
  - ii.** any subdivision, agency, commission, board or authority of any of the foregoing; or
  - iii.** any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority in respect of or for the account of any of the foregoing;
- e.** “**Laws**” means all statutes, regulations, statutory rules, principles of law, orders, published policies and guidelines, and terms and conditions of any grant of approval, permission, authority or licence of any court, Governmental Entity, statutory body or self-regulatory authority, and the term “**applicable**” with respect to such Laws and in the context that refers to one or more Persons means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;
- f.** “**Option Agreement**” means a written option agreement between the Company and the Consultant substantially in the form attached hereto as Schedule “A” and containing such other terms and conditions as are required by the policies of the CSE and applicable Laws;
- g.** “**Options**” means stock options to purchase Shares with an exercise price to be the greater of the closing market price of the Shares on the CSE on: (a) the last trading day immediately preceding the date of grant of the Options; and (b) the date of grant of the Options, and expiring six (6) months after the date of grant of the Options;
- h.** “**Party**” and “**Parties**” means a signatory or multiple signatories to the Arrangement Agreement, respectively;
- i.** “**Person**” includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government, regulatory authority or other entity;
- j.** “**PIF**” means a CSE Form 3 personal identification form;
- k.** “**Shares**” means the common shares without par value in the capital of the Company; and
- l.** “**Term**” has the meaning set out in section 4 below.

**2. Investor Relations Services.** Commencing on the Effective Date, the Company agrees to retain the Consultant and the Consultant agrees to be retained by the Company as an investor relations consultant to provide the following services for the Company (hereinafter the “**Consulting Services**”):

- (a) Initiating and coordinating meetings with the Company’s shareholders, investment dealers and prospective investors;
- (b) Providing shareholders, investment dealers and prospective investors with information regarding the Company and its activities, including copies of materials previously filed with regulatory authorities or prepared by registered brokers or investment dealers, or published in newspapers, magazines, or other periodicals;
- (c) Advertising and marketing the Company to the financial community (including investment dealers and buy side funds);
- (d) Use of proprietary database and contacts to update corporate message of the Company through the financial community;
- (e) Organizing presentations (bankers, institutional sales, brokers and privates);
- (f) Assisting the Company in obtaining sell side research equity analyst coverage;
- (g) Deepening the Company’s market intelligence and refining the Company’s investment thesis;
- (h) Identifying potential sources of financing and assisting in introductions to, and negotiations with, such prospective investors;
- (i) Communicating with investors and shareholders through roadshows, presentations, conference calls and meetings; and
- (j) E-mail service & incoming call service.

**3. Performance of Services.**

- (a) The Consultant shall perform the Consulting Services in a diligent, professional and efficient manner.
- (b) The Consultant shall allocate such time, and expend such efforts as is necessary for the performance of the Consulting Services in a manner satisfactory to the Company.
- (c) When performing the Consulting Services, the Consultant covenants to comply and ensure compliance with all applicable Laws governing the Consulting Services, including without limitation the applicable policies of the CSE and *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out*

*commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (S.C. 2010, c. 23) and the regulations adopted thereunder. The Consultant agrees that any violation of this section 3(c) shall, notwithstanding other grounds for termination contained herein, be grounds for the immediate termination of this Agreement, in the absolute discretion of the Company, without prejudice to any remedy for damages or injunctive relief which the Company may have at law or in equity.*

- (d) The Consultant agrees that it will not sub-contract any of the Consulting Services nor assign this Agreement or any rights and benefits arising under it.
- (e) The Parties acknowledge and agree that in performing the Consulting Services, the Consultant is not an employee of the Company but is performing services as, and has the status of an independent contractor.
- (f) The Consultant shall not act or hold himself out as an agent of the Company, nor shall he enter into any contract or commitment in the name of or on behalf of the Company without the prior written consent of the Company in any respect whatever. For greater certainty, the Consultant may bind the Company only if authorized to do so pursuant to a resolution of the board of directors for the Company.

#### **4. Term.**

- (a) The Consultant will provide the Consulting Services to the Company commencing on the Effective Date and will be for an initial Term of **3 months**, unless terminated earlier in accordance with section 3(c) above or section 5 (below), provided that the Term may be extended by mutual agreement of the Parties for successive terms of three months each (each, a "**Term**") up to a maximum of a total of 12 months.

#### **5. Termination.**

- (a) The Consultant may not terminate this Agreement unilaterally except for serious reason and never at an inopportune moment and only upon providing the Company with thirty (30) days' prior written notice of termination.
- (b) The Company may terminate this Agreement on 10 days' prior notice to the Consultant.
- (c) In case of termination, the Company is only required to pay to the Consultant the portion of the Compensation specified in section 6 for the applicable Term calculated pro rata for the number of days of the applicable Term up to the date of termination.

- (d) This Agreement shall be considered terminated by the Company if the Consultant does not provide to the Company an invoice for any three-month Term within 30 days of commencement of such Term in which case the Company shall have no obligation to pay any Compensation to the Consultant for such Term.
- (e) This Agreement shall be considered terminated by the Consultant if the cash portion of the Compensation is not delivered to the Consultant within 15 days of receipt by the Company of an invoice for the applicable Term.

**6. Compensation.** The Company will provide the following compensation (the “**Compensation**”) to the Consultant within five business days of the receipt of an invoice by the Consultant for the applicable Term, as follows, to be paid or granted, as applicable, in advance of the end of the applicable Term:

- a. Term 1: CAD\$15,000 (Fifteen Thousand Dollars) and 125,000 Options, payable on the Effective Date, in the form attached;
- b. Term 2 (if the initial Term is extended pursuant to section 4 above): CAD\$15,000 (Fifteen Thousand Dollars) and 125,000 Options;
- c. Term 3 (if the second Term is extended pursuant to section 4 above): CAD\$15,000 (Fifteen Thousand Dollars) and 125,000 Options; and
- d. Term 4 (if the third Term is extended pursuant to section 4 above): CAD\$15,000 (Fifteen Thousand Dollars) and 125,000 Options.

provided that the Company will have no obligation to pay or deliver any portion of the Compensation for the initial Term to the Consultant unless and until the Consultant’s directors, officers, and controlling shareholders, as applicable, have each submitted a PIF to the CSE as required pursuant to CSE policies and provided to the Company evidence thereof in a form requested by the Company or its legal advisors.

For clarity, if the Term is extended for all four three-month Terms as described above, the total cash portion of the Compensation payable will be CAD\$60,000 and the total number of Options granted will be 500,000.

**7. Option Agreement.** All Options granted under this Agreement shall be evidenced by an Option Agreement and, where not expressly set out in the Option Agreement, the terms of the Options shall be governed by this Agreement. In the event of any inconsistency between the terms of the Option Agreement and this Agreement, the terms of this Agreement shall govern.

**8. Expenses.** The Consultant shall be responsible for all reasonable internal and external business expenses incurred in performing the Consulting Services.

9. **Confidentiality.** Except as contemplated by the terms hereof or as required by applicable law or pursuant to an order entered or subpoena issued by a court of competent jurisdiction, the Consultant shall keep confidential all non-public information provided by the Company and shall not disclose such information to any third party, other than on a confidential basis to such of its employees and advisors as the Consultant determines to have a need to know and shall not use such information other than for the purpose of providing its services under this Agreement. The Consultant acknowledges having read policies of the CSE applicable to the performance of the Consulting Services to the Company and agrees to abide by the terms of such policies.
10. **Potential conflict of interest with present or future clients of the Consultant.** If at any point throughout the Term of this Agreement a potential conflict of interest arises, the Consultant will advise the Company that a potential conflict has or is occurring. The Consultant will try to rectify the conflict as soon as possible. The Company will have the option to terminate the Agreement immediately by providing the Consultant a written notice.
11. **Proprietary Information.** All documents, reports, research, working papers, data, procedures, and other material or information produced or created in the performance of the services by the Consultant, or by any agent, employee, or sub-contractor of the Consultant, for the use of the Company or to fulfil any requirement under this Agreement (all of which are hereafter called the “**Property**”) shall constitute the Property of the Company and may not be published or released without the Company’s prior written consent. The Consultant agrees to deliver the Property and all copies thereof to the Company forthwith upon request.

Upon termination of this Agreement, however caused, the Consultant will return promptly to the Company all the Property belonging to the Company, including all confidential information, which may be in his possession.

The Consultant hereby assigns to the Company all copyright or other intellectual property interest owned or held by the Consultant in the Property. The Consultant hereby waives any moral rights to which the Consultant is entitled under the *Copyright Act* (Canada) in such Property. The Consultant hereby agrees to execute and deliver to the Company any further written assurances or assignments that may be required to waive or transfer the moral or other intellectual property rights hereby waived and assigned and to obtain from any employee or sub-contractor of the Consultant a similar assignment of copyright and waiver of moral rights in favour of the Company.

12. **Indemnity.** The Consultant agrees to indemnify and hold the Company harmless against any loss, damage, expense (including legal and other related fees and expenses), liability or claim arising out of any acts or omissions by the Consultant, its agents or employees and relating to the Consultant’s performance of this Agreement. The Company shall advise the Consultant in writing of any such claim of liability within a reasonable time after the Company’s first receipt of any notice or other information which would suggest the likelihood of such claim or cause of action.

- 13. Notice.** Any notice, direction or instrument (a “Notice”) required or permitted to be given hereunder must be given in writing and be mailed, postage prepaid or delivered by one Party to the other at the addresses appearing in Section **Error! Hyperlink reference not valid.** of this Agreement. Any Notice, if delivered, will be deemed to have been given on the day on which it was delivered or, if mailed, will be deemed to have been given on the 30th business day following the day on which it was mailed, provided that if there is a postal strike, slow down or other labour dispute which affects the delivery of such notice through the mail between the time of mailing and the actual receipt of Notice, then such Notice will only be effective if actually delivered. Any Party may, from time to time, give notice of any change of its respective address and, in such event, the address of such Party will be deemed to be changed accordingly.
- 14. Further Assurances.** The Consultant shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as may be reasonably required by the Company to ensure compliance with all regulatory authorities, including, without limitation, any stock exchange or quotation system on which the securities of the Company may then be listed or quoted for trading.
- 15. General.**
- (a) Payments made pursuant to this Agreement shall not have any deductions or withholdings for taxes.
  - (b) Time shall be of the essence of this Agreement.
  - (c) This Agreement may be subject to the review and acceptance of the CSE prior to the payment of any consideration, including any grant of options, to the Consultant. The Consultant agrees to the public disclosure of the terms and conditions of this Agreement as required pursuant to any of the CSE policies.
  - (d) The parties hereto covenant and agree to execute such instruments or other documents and to take such actions as they may deem necessary or desirable to give full effect to the terms and conditions of this Agreement.
  - (e) If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected nor impaired but shall be enforced in accordance with their terms.
  - (f) This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties with respect thereto. There are no other promises, representations or inducements upon which the Parties rely in entering into this Agreement other than as expressly set forth herein.
  - (g) Any Notice to be made or given in connection with this Agreement shall be made or given in writing and may be made by personal delivery addressed to the recipients as follows:

To the Consultant:

Direct Financial Strategies and Communication Inc.  
21 Prospect Street  
Westmount QC H3Z 1W5  
Attention: Frank Candido  
e-mail: [directmtl@gmail.com](mailto:directmtl@gmail.com)

To the Company:

Global Remote Technologies Ltd.  
Suite 1000-355 Burrard Street  
Vancouver, BC V6C 2G8  
Attention: Chris Dorris  
e-mail: [info@grtcse.com](mailto:info@grtcse.com)

or such other address or individual as may be designated by notice by either Party to the other.

- (h) Nothing in this Agreement shall restrict the Company from retaining other consultants or employees to perform the same services or similar services as provided by the Consultant.
- (i) Independent Advice. The Consultant acknowledges that this Agreement has been prepared on behalf of the Company by legal counsel to the Company, and that the Company's legal counsel does not represent, and is not acting on behalf of, the Consultant. The Consultant has been advised and provided with an opportunity to consult with its own respective counsel and to obtain independent legal and tax advice with respect to this Agreement and the transactions contemplated herein.

**16. Personal Information.** The Consultant hereby consents to:

- (a) the disclosure of the personal information of itself and of Robert Stokes, or other Person appointed to perform the Consulting Services as agreed by the Company, as required pursuant to and in accordance with applicable Laws, including disclosure to the CSE;
- (b) the collection, use and disclosure of the personal information of itself and of Robert Stokes by the CSE or other Governmental Authority as required in order to comply with applicable Laws from time to time;
- (c) the issuance of a press release announcing this Agreement and the terms hereof; and
- (d) the filing with the CSE of any requisite forms in connection with this Agreement.

- 17. Counterparts and Delivery.** This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument, and may be delivered by electronic communication.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**DIRECT FINANCIAL STRATEGIES AND  
COMMUNICATION INC.**

By: *“Frank Candido”*

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(Authorized Signatory)

**GLOBAL REMOTE TECHNOLOGIES, LTD.**

By: *“Chris Dorris”*

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(Authorized Signatory)

**Schedule A**

**Form of Stock Option Agreement**

Global Remote Technologies Ltd. (the “**Company**”) hereby grants the undersigned (the “**Optionee**”) stock options to purchase common shares of the Company (the “**Options**”) and the parties agree as follows:

I. The grant of Options is subject to (a) the regulations and provisions of the British Columbia Securities Commission, the Ontario Securities Commission and any other applicable provincial securities commission; and (b) the approval of the Canadian Securities Exchange;

II. Terms of Options:

Name of Optionee: Direct Financial Strategies and Communication Inc.  
Address: 21 rue Prospect, Westmount, Québec H3Z1W5  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Number of Options: 125,000  
Exercise Price: CAD\$0.18  
Date of Grant: \_\_\_\_\_  
Expiry Date: Six (6) months after Date of Grant

Vesting Schedule: All of the Options shall vest as described in the table below

Period	% of Options Vested

III. General Terms:

A. Position of Optionee with the Company or Affiliate (*check all boxes that apply*):

Director     Officer     Employee     Consultant

B. This Agreement may be executed in counterparts and delivered by electronic transmission.

The Company and Optionee have caused this Agreement to be executed as of the Date of Grant set out above.

**GLOBAL REMOTE TECHNOLOGIES LTD.**

Per:

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

\_\_\_\_\_  
**OPTIONEE** – Direct Financial Strategies  
and Communication Inc.

**GLOBAL REMOTE TECHNOLOGIES LTD.**

**EXERCISE NOTICE**

The undersigned hereby subscribes for \_\_\_\_\_ common shares of Global Remote Technologies Ltd. (the "**Company**") at a price of CAD\$\_\_\_\_\_ per share for a total amount of CAD\$\_\_\_\_\_ (the "**Exercise Price**") pursuant to the provisions of the Stock Option Agreement entered into between the undersigned and the Company dated \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address