

CONTRIBUTION AGREEMENT

THIS AGREEMENT is dated effective October 26, 2018 (the “**Effective Date**”)

BETWEEN:

NEVATRONIX LLC, a Nevada Domestic Limited Liability Company with an address at 4120 W. Windmill Ln, #101, Las Vegas, NV 89139 (“**Nevatronix**” or “**Contributing Party**”)

AND:

TEVANO PAYMENT SYSTEMS INC., a British Columbia corporation with an address at Suite 1507, 1030 West Georgia, Vancouver, BC V6E-3M5 (“**Tevano**”)

BACKGROUND:

(A) Nevatronix is in the business of hardware and software engineering particularly as it relates to kiosks for cash handling and electronic payments systems and Tevano is in the business of designing, developing, marketing and selling self-service kiosks for dispensing of cannabis products in legal dispensaries (the “**Tevano Business**”);

(B) Nevatronix has developed certain designs, hardware, firmware, software, know-how and other technologies relevant to the Tevano Business as more particularly described in Schedule B (the “**Nevatronix Technologies**” or “**Contributed Technologies**”); and

(C) Contributing Party wishes to each contribute, transfer and fully set over its Contributed Technologies to Tevano in exchange for equity, debt and other valuable consideration, on the terms and conditions set out in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PART 1 CONTRIBUTIONS

1.1 **Initial Contributions by Contributing Party.** As of the Effective Date, Nevatronix hereby irrevocably assigns, sets over and transfers to Tevano its entire right, title and interest (including all intellectual property rights) in and to the Nevatronix Technologies as they exist as of the Effective Date, and also in the same manner contributes 4 fully-functioning kiosks (the “**Contributed Kiosks**”) to Tevano for use in the Beta rollout (defined below).

1.2 **Ongoing Contributions by Contributing Party for Beta Rollout.** From and after the Effective Date, Nevatronix will continue to support the Beta Rollout of the Tevano Business with respect to the production and testing of 12-20 (currently anticipated) kiosks (the “**Beta Rollout**”) in accordance with past practices, including design, integration and engineering

work, as well as support, maintenance and general development of the Nevatronix Technologies until such time as Tevano, acting reasonably determines that the Beta Rollout has been successful and notifies Nevatronix of the same, and all Improvements to the Nevatronix Technologies will be included in the transfer set out in Section 1.1 as and from their creation, ideation or development. Subject to the provisions of Schedule B below, the parties shall enter into a separate definitive manufacturing agreement setting forth the price per kiosk to be charged to Tevano, provided, however, that during the pendency of the Beta Rollout, the parties agree that the price for each kiosk (other than the Contributed Kiosks) delivered by Nevatronix will be for a fee of US\$15,000 per Beta Rollout kiosk designated K-1 or US\$13,000 per kiosk designated S-1 as set forth in the specifications set forth in the Product Requirements Document referred to in Schedule A hereto.

1.3 Contribution Price. Contributing Party and Tevano have agreed that, regardless of the effort required under Section 1.2 and as a fixed price for all work in connection with the Contributed Technologies as contributed to Tevano hereunder:

- (a) the amount to be paid by Tevano for Contributing Party's contribution of the Nevatronix Technologies (for greater certainty, including all Improvements) is CDN\$620,924.40 or US\$472,152 remaining of the Contribution Price to be paid by Tevano to Nevatronix (the "Nevatronix Remainder"), and
- (b) As additional consideration for the contributions of the Contributed Technologies as contemplated hereunder, Tevano hereby grants to Contributing Party the exclusive right to manufacture kiosks and equipment in connection with the Tevano Business as set out on Schedule B. Contributing Party acknowledges and agrees that the benefit it expects to gain by having such exclusive right is good and adequate consideration to fully pay for the Contributed Technologies when added to the Contribution Price above.
- (c) Tevano shall pay the Nevatronix Remainder by issuing a convertible promissory note in favour of Nevatronix for the Nevatronix Remainder, attached hereto as Schedule B (the "Note"). The Note shall be interest-free and repayable upon demand after two (2) years from the date of this Agreement but convertible (without requiring conversion of any other promissory note) at any time in whole or in part in Nevatronix's sole discretion into Shares based on CDN\$0.10 a share debt to share conversion.
- (d) a fixed USD-CAD exchange rate of 1.3150943 will be used for any calculations hereunder, rounded to the nearest dollar, and to the extent that any sales, use, excise, service or similar value-added taxes (the Sales Tax Liabilities") are imposed in connection with the transfer of kiosks hereunder, Tevano will pay the same as its own obligation and will report the same to the Contributing Party. Tevano further agrees to indemnify and defend Contributing Party against any such Sales Tax Liabilities.

1.4 **Alternative Payment of Contribution Price.** Notwithstanding the foregoing provisions of this Part 1, within seven days of the signing of this Agreement by all parties hereto, Tevano may elect to immediately pay to Contributing Party the sum of CDN \$802,207.52 or US\$610,000 as full payment for the Contributed Technologies in lieu of the consideration set forth in Section 1.3 above. In such event, Schedule B of this Agreement shall be inoperative.

PART 2 REPRESENTATIONS AND WARRANTIES

2.1 **Mutual Representations and Warranties.** Each party represents, warrants and covenants to the other party as follows:

(a) **Incorporation and Good Standing.** It is a corporation duly incorporated, organized and validly existing under the laws of its jurisdiction of incorporation, and is in good standing with the jurisdiction of its incorporation as well as the jurisdictions in which it does business.

(b) **Enforceability.** It has duly executed and delivered this Agreement and has and will duly execute and deliver any documents contemplated or required hereunder (the "Ancillary Agreements"), and has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and the Ancillary Agreements, as applicable. All corporate action on the part of the representing party, its officers, directors and shareholders that is necessary for the due authorization, execution, delivery of, and the performance of all its obligations under, this Agreement and the and the Ancillary Agreements has been taken. Assuming due execution and delivery by the other party, this Agreement and the Ancillary Agreements constitute or will, as of the Effective Date, constitute valid and binding obligations of the representing party enforceable against it in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, arrangement, winding-up, liquidation or other laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) the effect of general principles of equity, including the doctrine that equitable remedies such as specific performance and injunctions may be awarded only in the discretion of the court.

(c) **Absence of Conflicting Agreement or Consents.** Neither the execution and delivery of this Agreement or the Ancillary Agreements by it nor the consummation of the transactions contemplated hereby

(i) will contravene or violate in any respect or result in any termination, breach, impairment or violation of (with or without the giving of notice or lapse of time or both) (A) any provision of or acceleration of any obligation under any applicable law, (B) any contract or arrangement to which it is a party or by which it is bound, or (C) any judgment, order, warrant, injunction or decree of any governmental authority, regulator or listing authority having jurisdiction over it;

(ii) requires any consent, approval, order or authorization of, or registration, declaration or filing with any third party or governmental authority, regulator or listing authority; or

(iii) result in any encumbrance or limitations upon the Contributed Technologies.

2.2 Representations and Warranties of Contributing Party. Contributing Party represents and warrants to Tevano:

(a) **Power and Authority.** Contributing Party has all necessary power and authority to contribute its Contributed Technologies as contemplated hereunder.

(b) **Disclosure.** Schedule A to this Agreement (the "**Technology Schedule**") sets forth a complete list of (i) all patents and trade-marks, or applications therefor, (ii) all material technologies or intellectual property rights forming part of the Contributed Technologies, and (iii) any in-licenses to any intellectual property rights, to the extent used by the Contributed Technologies or on which the Contributed Technologies rely, together with a description of the license therefor (for greater certainty, including any open source, publicly available, commercial off-the-shelf, or third party licensed materials).

(c) **Licenses.** No licenses that should be described in Section 2.2(b) would result in (i) any royalties or payment due, accruing or payable by Tevano for any use or receipt of the Contributed Technologies, or (ii) any impairment to Tevano's full use and enjoyment of the Contributed Technologies.

(d) **Non-Contamination.** Except for license or other intellectual property rights accompanying third party components integrated in the kiosks that have been fully described to Tevano in writing, or as otherwise described in the Technology Schedule, there are no patents, copyrights, trade secrets or other intellectual property rights of any person that form part of, or are necessary to market, distribute, use, license or convey, the Contributed Technologies or that would constitute joint ownership by or with any other person.

(e) **Non-Transfer.** Contributing Party has not assigned, transferred, conveyed or otherwise encumbered its right, title and interest in the Contributed Technologies in a manner that conflicts with, encumbers or adversely affects any contribution contemplated hereunder.

(f) **Infringements.**

(i) Contributing Party has not received notice from any person of any claim or any intention to commence any legal proceeding with respect to infringement, adverse ownership, invalidity, lack of distinctiveness, misappropriation or misuse regarding any Contributed Technologies or challenging any Contributed Technologies or the right of Contributing Party to use, transfer or license the Contributed Technologies.

(ii) Contributing Party has not commenced and does not intend to commence any claim or legal proceeding challenging the intellectual property rights of (or use of any intellectual property rights by) any other person in any way relating to the Contributed Technologies.

(iii) To the knowledge of Contributing Party, (i) there are no activities or conduct of any third party that would constitute infringement of any Contributed Technologies, including that there is no unauthorized use, disclosure, infringement or misappropriation by any third party of any Contributed Technologies, and (ii) no current or former employee, shareholder, director, officer, consultant or advisor of Contributing Party who in any way contributed to the Contributed Technologies (A) is or was in violation of any term of any non-disclosure, proprietary rights or similar agreement in any way that affects any Contributed Technologies, or (B) so contributed except pursuant to a legally binding written agreement that conveyed (or, as it relates to moral rights, waived) all right, title and interest in and to such Contributed Technologies to Contributing Party.

(iv) Contributing Party has not received notice that there are any trade secret or intellectual property rights of any other person that form part of the Contributed Technologies or that would constitute joint ownership by or with any other person or that would constitute rights to market, distribute, licence or convey the Contributed Technologies contrary to this Agreement.

(g) **Validity and Freedom to Operate.** Contributing Party is not aware of any state of facts which casts doubt on (a) the validity or enforceability of any of the Contributed Technologies, or (b) Tevano's freedom to operate or practice the contributed Technologies in the Tevano Business.

(h) **Accuracy of Information.** All information disclosed by it to Tevano in respect of the Contributed Technologies is accurate to the best of Contributing Party's knowledge and belief.

(i) **Protection.** None of the confidential information associated with the Contributed Technologies has been or is required to be published or disclosed, and Contributing Party has taken commercially reasonable measures to protect all such information from inadvertent or unintended disclosure.

(j) **Independent Advice.** The Contributing Party acknowledges that it has been encouraged to and should obtain independent legal, tax and investment advice with respect to its receipt of the exclusive manufacturing arrangement contemplated hereunder and, accordingly, has been independently advised as to the meanings of all terms contained herein relevant to the Contributing Party for purposes of giving representations, warranties and covenants under this Agreement, and that:

(i) it has not received or been provided with, nor has it requested, nor does it have any need to receive, any forecasts, offering memorandum, prospectus, sales

or advertising literature or any other document describing or purporting to forecast the amount of manufacturing activity that will occur thereunder; and

(ii) no person has made to the Contributing Party any written or oral representations about the quantity of manufacturing activity that will take place under that manufacturing agreement;

PART 3 LIABILITIES

3.1 **Contributing Party Indemnity.** Contributing Party (in such case, the “**Indemnifying Party**”) shall indemnify, defend and hold harmless Tevano (in such case, the “**Indemnified Party**”) and its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, contractors, successors and assignees (collectively, “**Indemnitees**”) from and against any claim, loss, damage, action, cost, or expense that the Indemnitees may incur or suffer that arise from any claim by a third party that its Contributed Technologies infringe the intellectual property rights or trade secrets of any third party. Upon becoming aware of any grounds upon which any such indemnified claim may be brought, and each party will promptly notify the others thereof, the Indemnifying Party may, at its discretion, replace or modify the Contributed Technology in a manner that maintains its functionality and does not otherwise breach this Agreement or adversely affect the Tevano Business such that it is no longer allegedly infringing. The indemnity set out hereunder will not apply to the extent the indemnified claim would not have arisen but for the failure by Tevano to use commercially reasonable efforts to use and deploy such modified or replaced Contributed Technology, or for Tevano’s combination of the Indemnifying Party’s Contributed Technology with its own or third party intellectual property rights.

3.2 **Tevano Indemnity.** Tevano (in such case, the “**Indemnifying Party**”) shall indemnify, defend and hold harmless Contributing Party (in such case, the “**Indemnified Party**”) and its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, contractors, successors and assignees (collectively, “**Indemnitees**”) from and against any claim, loss, damage, action, cost, or expense that the Indemnitees may incur or suffer that arise from any claim by a third party relating to the Tevano Business (other than that indemnified by the Indemnified Party as set out in Section 3.1). Upon becoming aware of any grounds upon which any such indemnified claim may be brought, each party will promptly notify the others thereof. The indemnity set out hereunder will not apply to the extent the indemnified claim would not have arisen but for the gross negligence or wilful misconduct of the Indemnified Party.

3.3 **Procedure.** The Indemnified Party shall promptly notify the Indemnifying Party, of the existence of any Indemnified Claims on which the Indemnified Party intends to assert a claim for indemnification hereunder, and shall give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with counsel of its or his own selection, provided that the Indemnified Party shall at all times also have the right to participate fully in the defense at its own expense. If, within fifteen (15) days after the Indemnified Party has given the notice set forth in the preceding sentence, the Indemnifying Party fails to undertake the defense

of such Indemnified Claim, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter on behalf of and at the risk of the Indemnifying Party. The Indemnified Party will make available all information and assistance that the Indemnifying Party may reasonably request. Unless the Indemnifying Party shall fail to indemnify as required hereunder, the Indemnitees shall not negotiate, settle, compromise or pay any Indemnified Claim with the prior written consent of the Indemnifying Party, not to be unreasonably withheld, conditioned or delayed.

3.4 **Entire Remedy.** This Part sets out the entire liability of each party to the others for the matters indemnified hereunder, without limiting any party's ability to seek injunctive or equitable relief from any court of competent jurisdiction.

PART 4 TERM/REMEDIES

4.1 **Term.** This Agreement will continue from the Effective Date terminated by either party as set forth in Section 4.2 below.

4.2 **Termination.** This Agreement may be terminated at any time before the completion of the Beta Rollout

(a) by mutual written consent duly authorized by each party; or

(b) by either party if there has been a material breach on the part of the other party in its representations, warranties or covenants set forth herein, and such breach or misrepresentation is not cured within sixty (60) days after receipt of notice from the other party of its intention to terminate this Agreement and an independent arbitrator thereafter determines that an uncured material breach continues.

4.3 **Alternative Remedy.** In the event of an uncured material breach by Nevatronix (as determined by an independent arbitrator), Tevano may, in lieu of terminating this Agreement elect to have Section **Error! Reference source not found.** apply to reduce, pro rata, the value of the Contributed Technologies and the Contribution Price paid by Tevano therefor, triggering the adjustments contemplated by subsection 1.5(e) above, but in any event all assignments, rights, titles, transfers and licenses granted hereunder shall continue.

4.4 **No Limitation on Remedies.** The foregoing provisions of this Part 4 shall not be construed to limit the parties' right to seek any remedy available at law or at equity.

PART 5 CONFIDENTIAL INFORMATION

5.1 **Definition.** In this Agreement, "**Confidential Information**" means any information of a party in any form whatsoever (including written, oral, visual, sensory, electronic, tangible or intangible) that is (i) by its nature or the nature of its disclosure, indicated

as, or ought reasonably to be known as, a trade secret or as confidential or proprietary information of that Party or its affiliates or their respective licensors, (ii) marked or indicated as a trade secret, proprietary or confidential information, or (iii) not in the public domain prior to its disclosure hereunder and derives value from being kept away from the general public.

5.2 Confidentiality. In connection with this Agreement, a party (the “**Disclosing Party**”) has furnished or may furnish or has made or will make available to another party (the “**Receiving Party**”) Confidential Information. At all times during and after the term of this Agreement, the Receiving Party will protect the Confidential Information using the same degree of care as it would use to protect its own similarly confidential information, but in any event never less than a reasonable degree of care, and will take all reasonable steps to safeguard the Disclosing Party's Confidential Information from unauthorized disclosure as set out in this Agreement. For greater certainty, upon contribution hereunder, all Contributed Technologies constitute the Confidential Information of Tevano (with Tevano thereafter being the “**Disclosing Party**” and the Contributing Party being the “**Receiving Party**”), and before then constitute the Confidential Information of Contributing Party.

5.3 Obligations. The Receiving Party will not use or disclose the Confidential Information of the Disclosing Party except as strictly necessary in the performance of its obligations under this Agreement or in enforcing or defending its rights or obligations under this Agreement (collectively, the “**Purpose**”) or as expressly permitted by this Part. Without limiting the generality of the foregoing, the Receiving Party will not directly or indirectly do any of the following:

- (a) use any of the Disclosing Party's Confidential Information for any purpose other than the Purpose;
- (b) copy or reproduce any of the Disclosing Party's Confidential Information, except as strictly necessary to carry out the Purpose;
- (c) disassemble or decompile any technology, software or hardware included in the Disclosing Party's Confidential Information, or otherwise attempt to reverse engineer the design, function or, if applicable, source code of any such Confidential Information, except (i) as strictly necessary in carrying out the Purpose, and (ii) if this prohibition is limited or restricted in any way by any applicable law, it will only apply to the maximum extent permitted by such law; or
- (d) disclose any of the Disclosing Party's Confidential Information except in the following:
 - (i) limited disclosure strictly to those of the Receiving Party's directors, officers, consultants, attorneys, accountants, advisors and personnel and permitted subcontractors (A) to whom disclosure is necessary to carry out the Purpose, and (B) from whom the Receiving Party is owed legally-binding obligations of confidentiality at least as strict as those set out in this Agreement (collectively, the “**Further Recipients**”), provided that, at all times, the Receiving Party will be

responsible to the Disclosing Party for the acts and omissions of the Further Recipients as if such acts and omissions were its own; or

(ii) limited disclosure strictly to the extent the Receiving Party or any of its Further Recipients is required (including, without restriction, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process) by any law to disclose any of the Disclosing Party's Confidential Information, provided that it (unless prohibited by such applicable law) gives the Disclosing Party advance written notice as soon as practicable in the circumstances so that the Disclosing Party may contest the disclosure or seek an appropriate protective order, and further provided that it cooperates reasonably and in good faith with the Disclosing Party in its efforts to prevent, restrict or contest such required disclosure.

5.4 Return or Destruction. Upon termination of this Agreement or upon the written instruction of the Disclosing Party, the Receiving Party will return or destroy all originals and copies in any form of the Disclosing Party's Confidential Information in its or its Further Recipients' possession or control and will destroy or cause to be destroyed all originals, copies or other reproductions or extracts of such Confidential Information. For the purposes of this Section 5.4, information stored in electronic form will be deemed to be destroyed when the charged Party performs a commercially reasonable application- or operating system-level delete function with respect to such data, provided that it does not thereafter directly or indirectly perform or permit any recovery or restoration of the same by any means (including by way of undeletion, archives, backups or forensics). Each Party will be responsible for ensuring that its Further Recipients fully comply herewith.

5.5 Ownership. Except as set out in this Agreement, no party grants to the other any right, title or interest (including any intellectual property rights) in or to its Confidential Information, except for the limited right to use it for the Purpose in accordance with this Agreement.

5.6 Exceptions. The obligations of confidentiality set out in this Part will not apply in respect of uses or disclosures of information where the Receiving Party can establish with documentary evidence that, other than as a result of a breach of this Agreement, the information (a) is available in the public domain, or (b) was disclosed to it by a third party without violating confidentiality obligations, in each case without any direct or indirect use or access to such Confidential Information whatsoever.

PART 6 GENERAL

6.1 Interpretation. In this Agreement, except as otherwise expressly provided or unless the context otherwise requires,

(a) "intellectual property rights" includes any and all (i) proprietary rights provided under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or

otherwise arising at law or in equity anywhere in the world, including, without limitation, trade secret law, that may provide a right in trade-marks, trade dress, corporate names, business names, domain names, logos, marks, software, computer programs, code of all types, layouts, interfaces, applications, tools, data, databases, database layouts, works (including literary, artistic, pictorial, graphic, and all compilations thereof), inventions, arts, processes, machines, manufactures, compositions of matter, Improvements, industrial designs, Confidential Information, formulae, know-how, and all other intellectual and industrial property (including goodwill in the foregoing), (ii) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (iii) past, present, and future causes of action, rights of recovery, claims, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing.

(b) the headings in this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof,

(c) the word “**including**”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope, and the word “**or**” is not meant to imply an exclusive relationship, but rather an alternative relationship, between the matters being connected,

(d) a reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations,

(e) a reference to a person includes an individual, corporation, body corporate, firm, limited liability company, partnership, syndicate, joint venture, society, association, trust or unincorporated organization, public body, or trustee, executor, administrator or other legal representative, and includes a reference to any successor of such person,

(f) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa,

(g) a reference to “**notice**”, “**approval**”, “**authorization**” or “**consent**” means written notice, approval, authorization or consent, and

(h) unless otherwise indicated, currency will be in Canadian dollars.

6.2 Further Acts. During and after this Agreement, each Contributing Party agrees to reasonably cooperate with Tevano to (a) apply for, obtain, perfect and contribute to Tevano the Contributed Technologies as well as all intellectual property rights therein; and (b) maintain, protect and enforce the same, including, without limitation, executing and delivering to Tevano any and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be reasonably requested by Tevano. Contributing Party

irrevocably grants Tevano power of attorney to execute and deliver any such documents on Contributing Party's behalf in its name and to do all other lawfully permitted acts to contribute the Contributed Technologies to Tevano and further the contribution, issuance, prosecution and maintenance of all intellectual property rights therein, to the full extent permitted by law, as contemplated hereunder, if Contributing Party does not promptly cooperate with Tevano's request (without limiting the rights Tevano shall have in such circumstances by operation of law or in equity). The power of attorney is coupled with an interest and shall not be affected by Contributing Party's subsequent incapacity.

6.3 Endeavours to Settle Dispute. If any dispute, claim, question or difference arising out of or relating to the Agreement or any breach thereof occurs, the parties will use their best endeavours in good faith to settle such dispute, claim, question or difference including in respect of any claim made or loss in respect thereof. To this effect, they will consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a just and equitable solution satisfactory to all parties.

6.4 Independent Legal Advice. Contributing Party acknowledges and agrees that McMillan LLP acted for Tevano in drafting this Agreement and that each party has fully read and understood this Agreement and all of its terms. Contributing Party has either availed itself of independent legal advice in connection with its execution and delivery of this Agreement or has waived its right to do so.

6.5 Publicity. The parties agree that all notices to third parties and all other publicity concerning the transactions contemplated by this Agreement will be jointly planned and coordinated and no party will act unilaterally in this regard without the prior approval of the others, such approval not to be unreasonably withheld, conditioned or delayed. Nothing in the foregoing shall prevent any party from making strictly those disclosures required by any governmental authority, regulator, or listing authority.

6.6 Expenses. Except as otherwise provided in this Agreement, all costs and expenses incurred in connection with the preparation of this Agreement and the transactions contemplated by this Agreement will be paid by the party incurring such expenses.

6.7 Notices. Any notice or other writing required or permitted to be given hereunder or for the purposes hereof will be sufficiently given if delivered personally to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party at the address set out above, or at such other address as the party to whom such writing is to be given will have last notified the party giving the same in the manner provided in this clause. Any notice delivered personally to the party to whom it is addressed will be deemed to have been given and received on the business day next following the day it was delivered. Deliveries by email or facsimile are for convenience only; delivery by facsimile will only be deemed to have been given and received when the receiving party positively indicates its acceptance thereof.

6.8 Governing Law and Attornment. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without reference to its conflict of laws principles. The parties irrevocably attorn to the exclusive jurisdiction of the courts of Vancouver, British Columbia, for

the resolution of disputes hereunder. The parties agree that the Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

6.9 **Waiver.** Any waiver by a party or any failure on a party's part to exercise any of its rights in respect of this Agreement will be limited to the particular instance and will not extend to any other instance or matter in this Agreement or in any way otherwise affect the rights or remedies of such party.

6.10 **Amendment.** This Agreement may not be modified or amended except by an instrument in writing signed by all the parties hereto or by their respective legal personal representatives, heirs, executors, administrators, successors, legal personal representatives or permitted assigns.

6.11 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, by and between any of the parties with respect to the subject matter hereof, including but excluding any confidentiality or non-disclosure agreements (and for greater certainty, as it relates to confidentiality, those provisions most protective of a party's confidential information will prevail to resolve any inconsistencies).

6.12 **Further Assurances.** Without limiting Section 6.1, The parties will with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to the purpose of this Agreement and carry out its provisions whether before or after the Closing.

6.13 **Inurement.** This Agreement and each of the terms and provisions hereof will inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

6.14 **Assignment.** No party may assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the other parties, without the prior written consent of the other party which consent will not be unreasonably withheld, conditioned or delayed.

6.15 **Counterparts.** This Agreement may be executed in one or more counterparts or by electronic transmission and if so executed such counterparts or electronic copies will be read and construed together as if they formed one document.

Agreeing to be legally bound with effect as of the Effective Date, the parties execute this Agreement as follow:

NEVATRONIX, LLC

Per: “Ara Tcholakian”

Name: Ara Tcholakian

Title: CEO

TEVANO PAYMENT SYSTEMS INC.

Per: “Jack Khorchidian”

Name: Jack Khorchidian

Title: CEO

SCHEDULE A
NEVATRONIX CONTRIBUTED TECHNOLOGIES

Contributed Technologies (existing):

A complete functioning design for a kiosk incorporating cash handling and security and electronic payments detailed on the drawings attached hereto as Exhibit A and as described in the attached "Product Requirements Document" from Nevatronix which is incorporated herein. The kiosk will integrate systems for cash payments and security (including a safe for cash deposits) and electronic payments of various types. The Kiosk will incorporate an LCD screen which will display product purchase options and payment options available to Tevano customers.

Contributed Technologies (arising):

All Improvements arising from support and maintenance of the Contributed Technologies during the Beta Rollout or during any exclusive manufacturing activates contemplated hereunder will be included in the Contributed Technologies or, as the case may be, otherwise assigned to Tevano in the context of the manufacturing relationship.

Third Party Products and Licenses:

The Design shall incorporate the third-party components described in the Product Requirements Document.

Source Code:

INEX under a separate agreement will contribute software to be incorporated into the Kiosks.

To the extent the Contributed Technologies consist of software developed by Nevatronix (whether application, firmware, driver, library, etc.), the Contributed Technologies will include all source code and documentation thereto, including all build files, commented code, reference material, diagrams, and other materials reasonably necessary for a person skilled in the art of computer programming to fully compile a working, executable copy of such software and to understand, maintain, and operate such source code. To the extent the Contributed Technologies consist of software attendant to third-party components integrated in the Kiosks, the Contributed Technologies will include whatever rights are granted to purchasers of said components which may or may not include all source code and documentation thereto, including all build files, commented code, reference material, diagrams, and other materials reasonably necessary for a person skilled in the art of computer programming to fully compile a working, executable copy of such software and to understand, maintain, and operate such source code.

**SCHEDULE B
MANUFACTURING RIGHT**

Contributing Party will have a right of first refusal to continue to manufacture and supply or have manufactured and supplied (in this Section, "**Exclusive Activity**") any hardware relating to the the Tevano Business (the "**Exclusive Hardware**") on the following terms:

(a) if Tevano wishes to hire a third party to engage in any Exclusive Activity, it must first offer to Contributing Party the opportunity to do the same at commercially reasonable rates. When comparing Contributing Party's offer to perform any Exclusive Activity, there shall be added to the cost of any competing offer any shipping costs and tariff costs applicable to the competing offeror such that the competing offer will be compared based on final delivery at either Tevano's principal place of business or Tevano's customer's principal place of business, as the case may be.

(b) upon receipt of such offer, Tevano and Contributing Party will negotiate the terms of any contract for the development of the specified product based on Tevano's required specifications for the Exclusive Activity in good faith for a period of at least fifteen days (unless agreed to be shorter in writing by Tevano and Contributing Party), or the terms of a purchase order under any master services, manufacturing or supply agreement that may from time to time exist between them,

(c) if Tevano and Contributing Party are unable to do conclude and enter into any such contract within such negotiation period, then if Tevano had proposed an Exclusive Activity, Tevano will be free to conduct such Exclusive Activity provided that it enters into a definitive agreement to do so within six months of the end of the period set out in (b) above, the terms of which cannot be more favourable to such third party than the last offer made to Contributing Party under this process, and, if not within such six month period, Tevano will re-engage this process,

(d) Contributing Party acknowledges and agrees that in connection with any Exclusive Activities conducted in this Agreement, Tevano will be the owner of all Improvements to the Contributed Technologies and all other Intellectual Property Rights that arise, and

(e) Contributing Party will maintain reasonable quality control in accordance with Tevano specifications and rectify any quality or production issues, or defects or failure to supply on any agreed-upon schedule, and if Contributing Party shall fail to do so, Tevano will notify Contributing Party and may engage the process of seeking Third Party Activities in replacement hereof.