

**TEVANO PAYMENT SYSTEMS INC.**

**AMENDED AND RESTATED CONSULTING AGREEMENT**

This Consulting Agreement (this “**Agreement**”) is dated December 4, 2020 (the “**Effective Date**”),

**BY AND BETWEEN:**

**TEVANO PAYMENT SYSTEMS INC.**, a company incorporated under the laws of the Province of British Columbia.

(the “**Company**”),

**AND:**

**CHAD RISSANEN**, a businessperson resident in the Province of British Columbia.

(“**Consultant**”)

(each herein referred to individually as a “**Party**,” or collectively as the “**Parties**”)

**WHEREAS:**

A. The Company desires to retain Consultant as an independent contractor to perform consulting services for the Company, and Consultant is willing to perform such services, on the terms described below.

B. The Company retained the Consultant for certain services, pursuant to a consulting agreement, dated as effective as of May 15, 2020 (the “**Original Agreement**”).

C. The Parties desire to amend and restate the Original Agreement to make the modifications set forth herein (it being understood by the parties that this amendment and restatement shall not affect any prior payments made pursuant to the Original Agreement).

In consideration of the mutual promises contained herein, the Parties agree as follows:

**1. Services and Compensation**

1.1 **Services.** Consultant shall perform the services described in Exhibit A (the “**Services**”) for the Company (or its designee), and the Company agrees to pay Consultant the compensation described in Exhibit A for Consultant’s performance of the Services.

**2. Confidentiality**

2.1 **Definition of Confidential Information.** “**Confidential Information**” means any information (including any and all combinations of individual items of information) that relates to the actual or anticipated business and/or products, research or development of the Company, its affiliates or subsidiaries, or to the Company’s, its affiliates’ or subsidiaries’ technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company’s, its affiliates’ or subsidiaries’ products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the

Company, its affiliates or subsidiaries to the Consultant, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of Company, its affiliates or subsidiaries. Notwithstanding the foregoing, Confidential Information shall not include any such information which Consultant can establish (i) was publicly known or made generally available prior to the time of disclosure to Consultant; (ii) becomes publicly known or made generally available after disclosure to Consultant through no wrongful action or inaction of Consultant; or (iii) is in the rightful possession of Consultant, without confidentiality obligations, at the time of disclosure as shown by Consultant's then- contemporaneous written records.

**2.2 Nonuse and Nondisclosure.** During and after the term of this Agreement, Consultant will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Consultant will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services on behalf of the Company, or (ii) subject to Consultant's right to engage in Protected Activity (as defined below), disclose the Confidential Information to any third party without the prior written consent of an authorized representative of the Company, except that Consultant may disclose Confidential Information to any third party on a need-to-know basis for the purposes of Consultant performing the Services. Consultant may also disclose Confidential Information to the extent compelled by applicable law; provided however, that prior to such disclosure, Consultant shall provide prior written notice to Company. Consultant agrees that no ownership of Confidential Information is conveyed to the Consultant. Without limiting the foregoing, Consultant shall not use or disclose any Company property, intellectual property rights, trade secrets or other proprietary know-how of the Company to invent, author, make, develop, design, or otherwise enable others to invent, author, make, develop, or design identical or substantially similar designs as those developed under this Agreement for any third party. Consultant agrees that Consultant's obligations under this Section 2.2 shall continue for a period of one year after the termination of this Agreement.

**2.3 Other Client Confidential Information.** Consultant agrees that Consultant will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or current employer of Consultant or other person or entity with which Consultant has an obligation to keep in confidence. Consultant also agrees that Consultant will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

**2.4 Third Party Confidential Information.** Consultant recognizes that the Company has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that at all times during the term of this Agreement and thereafter, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

### 3. Ownership

**3.1 Assignment of Inventions.** Consultant agrees that all right, title, and interest in and to any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant, solely or in collaboration with others, during the term of this Agreement and

arising out of, or in connection with, performing the Services under this Agreement and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, “**Inventions**”), are the sole property of the Company. Consultant also agrees to promptly make full written disclosure to the Company of any Inventions and to deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to the Company all right, title and interest in and to the Inventions.

**3.2 Moral Rights.** Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “**moral rights**,” “**artist’s rights**,” “**droit moral**,” or the like (collectively, “**Moral Rights**”). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

**3.3 Further Assurances.** Consultant agrees to assist Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title, and interest in and to all Inventions and testifying in a suit or other proceeding relating to such Inventions. Consultant further agrees that Consultant’s obligations under this Section 3.3 shall continue after the termination of this Agreement.

**3.4 Prior Inventions.** The Company acknowledges and agrees that the Consultant has devised certain ideas, processes, and procedures with respect to sales systems, marketing systems, sales copy, sales funnel architecture, sales models, sales spreadsheets, and templates prior to his engagement under this Agreement (the “**Consultant’s Inventions**”), and that nothing in this Agreement is intended to or shall transfer any right, title, or interest in the Consultant’s Inventions to the Company except as explicitly set out in this paragraph. If the Consultant uses the Consultant’s Inventions in Inventions for the Company under this Agreement, the Consultant hereby grants the Company a nonexclusive, royalty-free, perpetual, irrevocable worldwide license to use the Consultant’s Inventions solely for use in the Company’s business and only to the extent that they have been incorporated into the Inventions.

## **4. Conflicting Obligations**

**4.1.** Consultant represents and warrants that Consultant has no agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, Consultant’s obligations to the Company under this Agreement, and/or Consultant’s ability to perform the Services. Consultant will not enter into any such conflicting agreement during the term of this Agreement.

## **5. Return of Company Materials**

Upon the termination of this Agreement, or upon Company’s earlier request, Consultant will immediately deliver to the Company, and will not keep in Consultant’s possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Confidential Information, tangible embodiments of the Inventions, all devices and equipment belonging to the Company, all electronically-stored information and passwords to access such property, those records maintained pursuant to Section 3.1 and any reproductions of any of the foregoing items that Consultant may have in Consultant’s possession or control.

## 6. Term and Termination

6.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue thereafter until May 15, 2021 (the “**Term**”), unless terminated earlier in accordance with the provisions of Section 6.2 below. Thereafter, the Term shall be automatically renewed for successive periods of one year each, unless

- (a) The Company or the Consultant shall have given 30 days’ prior written notice of intent to terminate this Agreement at the end of the then-current Term (references herein to the “**Term**” of Consultant’s engagement shall include references to the initial and to any renewal or extended Terms of this Agreement), or
- (b) Consultant’s engagement is sooner terminated in accordance with the provisions of Section 6.2 below.

6.2 **Termination.** This Agreement may be terminated during the Term as follows:

- (a) Automatically upon the death or total and permanent disability of the Consultant (for this purpose, “**disability**” shall refer to a physical, mental or emotional condition that renders the Consultant unable to perform his obligations as set forth in this Agreement for any significant period of time during the Term);
- (b) The Company may summarily terminate the Consultant’s engagement for any material breach by the Consultant of any of the Consultant's covenants under this Agreement;
- (c) The Company may terminate the Consultant’s engagement without notice for “**Cause.**” For purposes of this Agreement, “**Cause**” is defined as: (a) acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Consultant with respect to Consultant’s obligations or otherwise relating to the business of Company; (b) any acts or conduct by Consultant that are materially adverse to Company’s interests; (c) Consultant’s material breach of this Agreement; (d) Consultant’s conviction or entry of a plea of nolo contendere for fraud, misappropriation or embezzlement, or any felony or crime of moral turpitude or that otherwise negatively impacts Consultant’s ability to effectively perform his duties hereunder; or (e) Consultant’s willful neglect of duties as determined in the sole and exclusive discretion of the Board of Directors; or
- (d) Either Party may terminate this Agreement upon giving the other Party thirty (30) days’ written notice of such termination pursuant to Section 15.7 of this Agreement.

6.3 **Survival.** Upon any termination, all rights and duties of the Company and Consultant toward each other shall cease except:

- (a) The Company will pay, within thirty (30) days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related reimbursable expenses, if any, submitted in accordance with the Company’s policies and in accordance with the provisions of Section 1 of this Agreement; and
- (b) Section 2 (Confidentiality), Section 3 (Ownership), Section 4.1 (Conflicting Obligations), Section 5 (Return of Company Materials), Section 6 (Term and Termination), Section 7 (Independent Contractor; Benefits), Section 9 (Non-solicitation), Section 11 (Agreement Voluntary), Section 12 (Noncompetition), Section 13 (Reasonableness) and Section 14

(Miscellaneous) will survive termination or expiration of this Agreement in accordance with their terms.

## 7. Independent Contractor

7.1 *Independent Contractor.* It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance except as otherwise provided for in this Agreement. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement. Consultant agrees to and acknowledges the obligation to pay all statutory withholdings such as income tax, Canada Pension Plan, Employment Insurance and Worker's Compensation obligations.

## 8. Non-solicitation

To the fullest extent permitted under applicable law, from the date of this Agreement until twelve (12) months after the termination of this Agreement for any reason (the "**Restricted Period**") and subject to the following exception, Consultant will not, without the Company's prior written consent, directly or indirectly, solicit any of the Company's employees to leave their employment, or attempt to solicit employees of the Company, either for Consultant or for any other person or entity. The Company acknowledges and agrees that Consultant has recruited and will continue to recruit certain employees and consultants for the Company (collectively, the "Consultant's Recruits") based on his pre-existing relationships with those individuals, and that this Section 8 shall only apply to the Consultant's Recruits during the Term. Consultant agrees that nothing in this Section 8 shall affect Consultant's continuing obligations under this Agreement during and after this twelve (12) month period, including, without limitation, Consultant's obligations under Section 2.

## 11. Agreement Voluntary

11.1 *Voluntary Nature of Agreement.* CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. CONSULTANT FURTHER ACKNOWLEDGES AND AGREES THAT CONSULTANT HAS CAREFULLY READ THIS AGREEMENT AND THAT CONSULTANT HAS ASKED ANY QUESTIONS NEEDED FOR CONSULTANT TO UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT. FINALLY, CONSULTANT AGREES THAT CONSULTANT HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF CONSULTANT'S CHOICE BEFORE SIGNING THIS AGREEMENT.

## 12. Noncompetition

12.1 In this Section 12, "Group" means the Company and Tevano USA Inc.

12.2 *Services to Competitors.* The Consultant shall not at any time during the Term of Agreement or for a period of one year thereafter, render any services, directly or indirectly for any Competitor (as defined below).

12.3 *Interactions with Employees.* The Consultant shall not, at any time during the Term of the Agreement or for a period of one year thereafter, directly or indirectly influence or attempt to influence,

either directly or indirectly, any employee or consultant of the Company or any employee or consultant to the Group to leave or terminate such individual's employment or service with the Group.

**12.4 *Definition of Competitor.*** For purposes of this Agreement, the term “**Competitor**” shall mean any individual (including the Consultant) or entity that at any time is directly or indirectly (for example, through an affiliated or controlled individual or entity) engaged in or about to engage in (i) the manufacture, sale or servicing kiosks, digital signage point of sale equipment, cash handling equipment, and point of interaction equipment in any geographic locality that was served by the Group, or that the Group proposed to serve, at any time during the Term of Consultant’s engagement, including, without limitation, all of North, South and Central America or (ii) any other business that the Company engages in during the term of Consultant’s engagement.

**12.5 *Interactions with Customers.*** The Consultant shall not at any time during the Term of the Agreement with the Company or for a period of one year after the termination of the Agreement with the Company directly or indirectly influence or attempt to influence, either directly or indirectly, any customer or client of the Group to discontinue using the services of, or to cancel or fail to renew a contract with, the Company or an affiliate of the Company.

### **13. Reasonableness.**

The Consultant agrees that:

**13.1 *Reasonableness.*** All restrictions contained in Section 12 are reasonable and valid in the circumstances and all defences to the strict enforcement thereof by the Company are hereby waived by the Consultant,

**13.2 *Separate and Distinct Covenants.*** Each of the restrictions contained in Section 12 are each separate and distinct covenants, severable one from the other and if any such covenant or covenants are determined to be invalid or unenforceable, such invalidity or unenforceability will attach only to the covenant or covenants as so determined and all other such covenants will continue in full force and effect, and

**13.3 *Injunctive Relief.*** Monetary damages for any breach Section 12 would be inadequate for the immediate and irreparable harm that would be suffered by the Company for any such breach, and so, on any application to a court, the Company will be entitled to immediate temporary and permanent injunctive relief against the Consultant without the necessity of proving actual damage to the Company.

### **14. Miscellaneous**

**14.1 *Governing Law; Consent to Personal Jurisdiction.*** This Agreement shall be governed by the laws of the Province of British Columbia, without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the provincial courts located in British Columbia.

**14.2 *Assignability.*** This Agreement may not be assigned by either party to any third party without the express written consent of the other party.

**14.3 *Entire Agreement.*** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and warrants that Consultant is not relying on any statement or representation not contained in this Agreement. To the extent any terms

set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

14.4 **Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

14.5 **Severability.** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

14.6 **Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

14.7 **Notices.** Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by confirmed facsimile, or (iii) if mailed by registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this Section 15.7.

(a) If to the Company:

1303 – 1030 W. Georgia Street  
Vancouver, British Columbia V6E 2Y3  
*Attention:* Eugene Hodgson, CFO & Corporate Secretary

(b) If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Company.

14.9 **Signatures.** This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

14.10 **Protected Activity Not Prohibited.** Consultant understands that nothing in this Agreement shall in any way limit or prohibit Consultant from engaging in any Protected Activity. For purposes of this Agreement, “**Protected Activity**” shall mean filing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission (“**Government Agencies**”). Consultant understands that in connection with such Protected Activity, Consultant is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Consultant agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties other than the Government Agencies. Consultant further understands that “**Protected Activity**” does not include the disclosure of any Company attorney-client privileged communications. Pursuant to the Defend Trade Secrets Act of 2016, Consultant is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney solely for the

purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting Agreement as of the date first written above.

**TEVANO PAYMENT SYSTEMS INC.**

**CONSULTANT**

**By:** "Eugene Hodgson"

**Name:** Eugene Hodgson

**Title:** CFO & Corporate Secretary

**By:** "Chad Rissanen"

**Name:** Chad Rissanen

**Title:** Chief Revenue Officer

**Address for Notice:**

[Redacted]

[Redacted]

[Redacted]



**EXHIBIT A**  
**SERVICES AND COMPENSATION**

1. **Contact.** Consultant's principal Company contact:

**Name:** Chad Rissanen

**Title:** Chief Revenue Officer

**Email:** chadr@tevano.com

**Phone:** 604-376-9809

2. **Services.**

2.1 **Services.** The Consultant shall serve as Chief Revenue Officer (the "**CRO**") of the Company and shall perform the duties and services prescribed herein and as may be prescribed from time to time by the Board of Directors of the Company or any duly authorized committee thereof (the "**Board**"). The Consultant will have the obligation, duties, authority and power to do all acts and things as are customarily done by persons holding the positions of CRO or performing duties similar to those performed by the CRO in corporations of similar size and engaged in similar business to that of the Company, and all acts and things as are reasonably necessary for the efficient and proper operation and development of the Company. The Consultant will be responsible to lead the sales, marketing and customer success teams to drive revenue growth. This position is accountable for revenue, profitability and the brand and company offerings as well as to work closely with product management and the development team to expand our product and service offering. The position is also responsible to provide executive leadership in the development and implementation of the strategic plan, particularly around opportunities relating to growth in recurring revenue. The Consultant shall perform such duties to the best of his ability and in a diligent and proper manner. The Consultant acknowledges that it may be required to travel in order to provide the Services.

2.2 **Temporary Service Withdrawal.** The Consultant shall be entitled to withdraw his services for a maximum of 30 business days per year without any reduction in the compensation payable to the Consultant under this Agreement, provided that the Consultant does not withdraw his services for more than 10 business days at a time.

2.3 **Specific Authority and Responsibility.** Not in limitation of the authority and responsibility of the position as described in section 2.1, Consultant shall have overall authority and responsibility for all revenue operations – defining and maintaining the Company's revenue strategy, revenue systems, and revenue programs. In addition, as CRO, Consultant shall perform any special duties assigned or delegated to Consultant by the Board and, unless otherwise directed by the Board, shall:

- (a) Report directly to the CEO and will keep the CEO informed of all matters concerning the Services as requested by the Board from time to time. Work closely with the CEO and executive team to develop and implement growth strategies and manage change.
- (b) Be responsible for revenue strategy by: defining ideal buyers, select market segments and isolate audiences to engage using data-driven insights; setting top-down goals and metrics based on both internal goals and external market opportunities in selected markets; partnering with product teams to define differentiated offerings; developing and refining offer value propositions and differentiated positioning; articulating solutions and products value differentiators; defining go-to-market models across offers and segments to access buyers, customers, and influencers; organizing revenue teams around buyer segments, accounts and decision making units; and

creating and managing a portfolio of programs to attract, engage and convert prospective customers.

- (c) Be responsible for revenue operations including sales team organizational structures and sales and marketing (revenue) processes tailored for each customer segment. Implementing predictable, repeatable, and scalable sales and marketing processes Attracting, hiring, training, and retaining top sales, marketing and customer success talent and building a performance driven culture Structuring and managing successful relationships with alliance and channel partners.
- (d) Be responsible for all revenue programs including the design and execution of all marketing and sales campaigns and programs to optimize buyer engagement and sales conversions. Grow recurring revenue, such as through a HAAS (Hardware as a Service) program.
- (e) Be responsible for and implement corporate, internal and external customer communication strategies. Provide leadership around consistent and positive messaging for internal and external customers/partners and ag industry leaders. Act as spokesperson for the company with media and analysts at industry events.

**2.4 Compliance with Law and Regulation; Non-contravention.** The Consultant shall comply with all laws, rules, and regulations of any governmental or regulatory body having jurisdiction of any phase of the Services performed hereunder. The Consultant represents and warrants that the execution of this Agreement, performance of the services described herein and compliance by the Consultant with the provisions of this Agreement will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, any indenture, agreement, or other instrument to which the Consultant is a party or by which the Consultant may be bound; nor will any such action result in any violation of any provision of any applicable law, judgment, order, rule, or regulation of any court or governmental authority.

**3. Compensation.** The parties agree that fees for the Services and any subsequently agreed upon Services to be provided shall be paid to Consultant as follows:

**3.1 Cash Compensation.** The Company shall pay to the Consultant, on the first day of each calendar month (or, if such day is not a business day, then the immediately succeeding business day) during the Term, a cash consulting fee in the amount of CDN\$10,000.00 per month plus GST and plus an additional \$127.64 per month to cover the estimated tax associated with the Benefits, as defined below, such additional amount of to be adjusted for the actual tax associated with the Benefits at the calendar year end. The Consultant shall provide the Company an invoice each month for services provided under this Agreement.

**3.2 Benefits.** At the request of the Consultant and because it is more cost effective for the parties, and although the Consultant is not employed by the Company, the Company will provide the Consultant with access to the Company's group benefit plans (the "Benefits") and the Company will pay the premiums associated with the Consultant's participation in the Benefits. The Benefits include life insurance, dependent life insurance, accidental death and dismemberment insurance, extended medical health insurance, dental insurance, long-term disability insurance and critical illness insurance. The parties confirm that nothing in this paragraph is intended to make the Consultant an employee of the Company.

**3.3 Equity Compensation.** The Consultant shall be granted a total of 500,000 stock options ("Options") under the Company's equity incentive plan (the "Plan"), on the date the Company's securities are listed on the Canadian Securities Exchange, or any other stock exchange or electronic quotation system on which the Company's common shares (the "Shares") are principally listed for trading

(the "Exchange"). The exercise price of the Options will be the greater of: (i) the price per security of the most recently closed equity private placement completed before the date the Shares are listed on the Exchange (the "Listing Date"); (ii) the closing price of the Shares on the Listing Date; or (iii) such exercise price as may otherwise be required by the Exchange under its policies. The Options will vest in the following manner:

On the date the Company's securities are listed on the Exchange (the listing date)	50,000 Options vested
6 months after the listing date	75,000 Options vested
12 months after the listing date	75,000 Options vested
18 months after the listing date	75,000 Options vested
24 months after the listing date	75,000 Options vested
30 months after the listing date	75,000 Options vested
36 months after the listing date	75,000 Options vested

The Options will be subject to the terms and conditions of the Plan under which they were granted (as may have been amended from time to time) and the related option agreement. The Consultant acknowledges and agrees that any of his Options that are incentive stock options, if any, will become non-statutory stock options on the date three (3) months and one (1) day following the date Consultant terminates his engagement with the Company.

The foregoing vesting period follows the escrow requirements all securities held by directors, officers and 10% and above security holders of the Company are required to adhere to when listing on an exchange in Canada.

The Options will expire five years from the Listing Date. In the event the Company terminates this Agreement without Cause as defined in subsection 6.2(c) of the Agreement, all Options will fully vest on the termination date, and the vesting dates will be considered by the parties as release from escrow dates of the underlying securities. If the Consultant is terminated with Cause, or resigns, Consultant shall not be entitled to retain any Options contemplated by this subsection other than the Options which have vested as of the date of Consultant's termination.

All Options and underlying Shares will be subject to such restrictions, legends and other conditions as required by applicable securities law, or any regulator or listing authority, including, without limitation, any escrow requirements imposed on the shares in accordance with the policies of the Exchange.

**3.4. *Incentive Compensation.*** You will be eligible to receive additional performance based compensation as follows.

- (a) *Personal Commission.* The Consultant will receive a 10% commission on the gross sales revenues from all sales by the Consultant (the "Personal Commission"). The Personal Commission is earned once the Company has entered into a binding agreement with the customer for a sale and will become due and payable when the Company receives payment for the sale. Personal Commission will be calculated and paid each month. If this agreement is terminated for any reason, the Consultant will continue to receive Personal Commission on sales which were completed by the Consultant during the Term for a period of six months following the termination.

- (b) *Override Commission.* The Consultant will also receive a 5% override commission on the gross sales revenues from the Company's sales by any person other than: (1) the Consultant, (2) Ara Tcholakian, or (3) Nevatronix LLC (the "Override Commission"). The Override Commission is earned once the Company has entered into a binding agreement with the customer for a sale and will become due and payable when the Company receives payment for the sale. Override Commission will be calculated and paid each month. Fifty percent of the Override Commission will be paid cash and Fifty percent will be paid in common shares of the Company. The number of shares to be received will be determined by dividing the Override Commission amount by: (i) the per share or security price of the most recently completed equity private placement completed before the applicable month end if the common shares of the Company are not listed for trading on an Exchange; or (ii) the ten day volume weighted average price (VWAP) of the shares before the applicable month end or as otherwise required by the Exchange if the common shares of the Company are listed on a Exchange. The Shares will be subject to any applicable hold periods required under applicable securities laws. If this Agreement is terminated for any reason, the Consultant will continue to receive Override Commission on sales which were completed by the Consultant during the Term for a period of six months following the termination.
- (c) *Maximum Override Cash Compensation.* The Consultant's maximum Override Commission (in cash or shares) is \$500,000 annually.
- (d) *Additional Stock Options.* The Company will issue to the Consultant stock options to acquire additional Shares on the following terms (the "**Milestone Options**"):
- a. each Milestone Option shall be exercisable to acquire one Share at the exercise price of the greater of: (i) the price of the last private placement completed before the listing date (on a post-consolidated basis); (ii) the closing price of the common shares on the listing date; or (iii) as otherwise required by the Canadian exchange. until the date that is five (5) years following the achievement of any of the following milestones (each a "**Milestone**"):
    - (i) The Company will issue to the Consultant 100,000 Milestone Options on the attainment of every \$500,000 in gross sales revenues by the Company or its affiliates up to \$2,500,000;
    - (ii) The Company will issue to the Consultant 250,000 Milestone Options on the attainment of over \$5,000,000 in gross sales revenues by the Company or its affiliates;
    - (iii) The Company will issue to the Consultant 100,000 Milestone Options for each \$1,000,000 in gross sales revenues above \$5,000,000 and up to \$10,000,000 by the Company or its affiliates; and
    - (iv) Any of the above target Milestones must be met and received on or before December 31, 2024 to entitle the Consultant to the Milestone Options;
  - b. The respective Milestone Options will be granted as of the date any of the Milestones are met and such Milestone Options will become fully vested and exercisable upon such date; and

- c. The Milestone Options will be further subject to the terms and conditions of the stock option agreement to be entered into by the Consultant and the Company concurrently with the execution of this Agreement.

**3.5 Reimbursement of Expenses.** The Consultant shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by him in performing services hereunder during the Term, in accordance with the Company's standard expense reimbursement policies and procedures as then in effect. In addition, the Company will provide the Consultant with expense reimbursement, in accordance with the Company's standard expense reimbursement policies and procedures. Reimbursement for travel expenses will only be made for travel approved in advance by the Company, in accordance with such policies and procedures as the Company may from time to time prescribe for such purposes.

**3.6 Successors and Assigns.** Notwithstanding anything to the contrary stated herein the Company agrees that on and after the Effective Date, if the Company enters into any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other corporation (herein called a "**successor corporation**") whether by way of reorganization, reconstruction, consolidation, amalgamation, merger, transfer, sale, disposition or otherwise, unless prior to or contemporaneously with the consummation of such transaction the Company and the successor corporation shall have executed such instruments and done such things as the Company, acting reasonably, considers necessary or advisable to establish that upon the consummation of such transaction the successor corporation will have assumed all the covenants and obligations of the Company including all equity compensation of the Consultant contemplated under this Agreement including the Options, Milestone Options and/or any other equity compensation to be issued to the Consultant pursuant to the terms of this Agreement.

This Exhibit A is accepted and agreed upon as of December 4, 2020.

**TEVANO PAYMENT SYSTEMS INC.**

**CONSULTANT**

**By:** "Eugene Hodgson"

**By:** "Chad Rissanen"

**Name:** Eugene Hodgson

**Name:** Chad Rissanen

**Title:** CFO & Corporate Secretary