

CONTRIBUTION AGREEMENT

THIS AGREEMENT is dated effective December 3rd, 2018 (the “**Effective Date**”)

BETWEEN:

INEX USA, a Nevada Domestic Corporation with an address at 5580 S. Fort Apache Road, Suite 110, Las Vegas, Nevada 89148 (“**INEX**” 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) INEX is in the business of software engineering and development particularly as it relates to user interaction as it relates to kiosks 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) INEX has developed certain software, know-how and other technologies relevant to the Tevano Business as more particularly described in Schedule A (the “**INEX 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.** Subject to Tevano’s payment as set out in Section 1.4, as of the Effective Date, INEX hereby assigns, sets over and transfers to Tevano its entire right, title and interest (including all intellectual property rights) in and to the INEX Technologies as they exist as of the Effective Date.

1.2 **Ongoing Contributions by Contributing Party for Beta Rollout.** From and after the Effective Date, INEX will, at its cost and expense, be responsible to make certain improvements (collectively, “**Improvements**”) to the INEX Technologies as set forth in, and within the scope of, the terms set forth in the attached Schedule A (the “**Beta Rollout**”), until such time as the Beta Rollout has been implemented into the Tevano Business.

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 to Contributing Party by Tevano for the INEX Technologies (for greater certainty, including all Improvements) is Six Hundred Fifty-Seven Thousand Five Hundred Forty-Seven and 00/100 Canadian Dollars (CAN \$657,547.00) or Five Hundred Thousand and 00/100 U.S. Dollars (US\$500,000.00) (the “**Contribution Price**”), and

(b) for greater certainty, (i) a fixed USD-CAD exchange rate of 1.3150943 will be used for any calculations hereunder, rounded to the nearest dollar, and (ii) to the extent that Tevano is required to pay any collect and remit sales, excise, service or similar value-added taxes in connection with the contributions contemplated hereunder, it will do so as its own obligation and will report the same to the Contributing Party.

1.4 **Payment of Contribution Price.** In full consideration for the contributions of the Contributed Technologies as contemplated hereunder, Tevano shall:

(a) Issue to Contributing Party three million seven hundred twenty thousand (3,720,000) shares of stock in Tevano (the “**Shares**”) (which shall represent approximately Eight and Fourteen Hundredths (8.14%) of Tevano’s then total issued and outstanding Forty-Five Million, Seven Hundred Thousand (45,700,000) shares, at a deemed price of Two One Hundredths of One (1) Canadian Dollar (CAN \$0.02) per share, leaving Five Hundred Eighty Three Thousand One Hundred Forty-Seven and 00/100 Canadian Dollars (CAN \$583,147.00), or Four Hundred Forty Three Thousand Four Hundred Twenty-Six and 00/100 U.S. Dollars (US\$443,426.00), remaining of the Contribution Price to be paid by Tevano to INEX (the “**INEX Remainder**”);

(b) Tevano shall pay the INEX Remainder by issuing a convertible promissory note in favour of INEX for the INEX Remainder, attached hereto as Schedule B (the “**Note**”). The Note shall be interest-free and repayable upon demand after two (2) years (or earlier at any time in the sole discretion of Tevano without penalty) but convertible (without requiring conversion of any other promissory note) at any time in whole or in part in Tevano’s sole discretion into Shares based on the greater of (i) \$0.02 and (ii) the thirty-day weighted average price of the Shares if they are traded on a designated stock exchange.

(c) Tevano shall not assign, sell, convey or otherwise transfer the INEX Technologies to any third party, including, without limitation, affiliate entities, without INEX’s express prior written consent; however, upon full and timely payment of the INEX Remainder, Tevano shall no longer need INEX’s written consent.

1.5 **Pro Rata Reductions.** Contributing Party agrees that

(a) the Contribution Price set out in this Agreement is based on Contributing Party’s Contributed Technologies as fully implemented in the Beta Rollout,

(b) to the extent that Contributing Party materially fails to deliver the necessary Improvements as contemplated by Section 1.2, the value of its Contributed Technologies will be reduced,

(c) if Tevano, acting reasonably, determines that a material failure has occurred, it shall notify Contributing Party in writing, detailing the particulars of such material failure and Contributing Party will either (i) remedy such failure within a reasonable time as reasonably proscribed by Tevano, but in no event less than thirty (30) days, or (ii) cooperate with Tevano, with both parties acting in good faith, to agree upon on a reduced Contribution Price as a result of such material failure,

(d) if Tevano and Contributing Party are unable to cure the material failure as set out in Section 1.5(c), Tevano may upon written notice to Contributing Party (and at Tevano's expense) hire an independent, third party valuator at an accountancy or valuation firm selected by Tevano, and approved in writing by INEX, to determine the prorated amount of the Contribution Price to be paid by Tevano based upon the percentage of completion of the Improvements as it relates to the state of the Beta Rollout, and taking into account the estimated reasonable and necessary cost of Tevano to complete the Improvements at its own cost when compared against the amount of the Contribution Price to be paid, and

(e) any reductions in a Contribution Price will be applied first to the principal value of the Note, if any, then outstanding in favour of Contributing Party, and then to the Shares, and for greater certainty if the reduction of Contribution Price is greater than the value outstanding under the promissory note, Contributing Party irrevocably agrees to transfer a portion of its Shares back to Tevano for cancellation at the deemed price per share set out in Section 1.4.

1.6 **Rights of First Refusal for Future Contributions.** In further consideration of the Contributed Technologies contributed hereunder, Tevano agrees to grant to Contributing Party a right of first refusal to continue to develop or manufacture (in this Section, "**develop**") Contributing Party's Contributed Technologies as it relates to the Tevano Business during the period from the Effective Date to the day that is three (3) years from the Effective Date as follows:

(a) if Tevano wishes to further develop such Contributed Technologies, whether itself or through a third party, it must first offer, in writing, to Contributing Party the opportunity to do the same at INEX's standard reasonable rates,

(b) from time to time, Contributing Party will provide its standard rates and any justifications for increases therefor, which will be Contributing Party's confidential information, as well as notice of any circumstances that may cause its rates to increase,

(c) if Contributing Party determines that it is unable to perform the work or rejects Tevano's offer to perform the work, or if Contributing Party does not negotiate its rates to that they are materially similar than the market rates for comparable services of similarly-skilled service providers, and Tevano notifies Contributing Party of the same, Tevano will be free to conduct such development itself or hire a third party to do so, provided,

however, that the terms under which it hires or subcontracts any third party to do so cannot be more favourable to such third party than the terms in the last offer made to Contributing Party under this process,

(d) if the parties disagree on the market rates for comparable services of similarly-skilled service providers, they will be entitled to select an independent, third party mediator (appointed by the British Columbia International Centre for the Arbitration of Commercial Disputes using their international rules) to facilitate those discussions, failing which they will use final, binding arbitration (using the same body and rules) to resolve that dispute, and

(e) Contributing Party acknowledges and agrees that in connection with any development work conducted in this Agreement, including any development work conducted pursuant to the right of first refusal set out in this Section, Tevano will be the owner of all Improvements to the Contributed Technologies that arise.

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 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) **In-Licenses.** No in-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 as 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 written 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 written 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.** To the knowledge of Contributing Party, it 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 materially 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.

Securities:

(j) 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 Shares 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;

(k) it has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, prospectus, sales or advertising literature or any other document describing or purporting to describe the business and affairs of the Company or the risks associated therewith which has been prepared for delivery to, and review by, prospective purchasers in order to assist it in making an investment decision in respect of the Shares;

(l) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display) with respect to the distribution of the Shares;

(m) no person has made to the Contributing Party any written or oral representations: (i) that any person will resell or repurchase any of the Shares; (ii) that any person will refund the purchase price of any of the Shares; or (iii) as to the future price or value of any of the Shares;

(n) it will not resell the Shares except in accordance with the provisions of applicable securities legislation and stock exchange rules, if applicable, in the future;

(o) the Articles of Tevano contain restrictions on the transfer of the Shares which provide that, while Tevano is not a "reporting issuer" as defined under applicable securities laws, no shares may be transferred without the approval of the board of directors;

(p) the Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Shares may not be offered or sold in the United States, or to or for the account or benefit of a U.S. Person or a person in the United States, unless an exemption from such registration requirements is available. The Contributing Party understands that Tevano has no obligation or present intention of filing a registration statement under the U.S. Securities Act in respect of the Shares;

(q) it is knowledgeable of, or has been independently advised so as to, the applicable securities legislation in the jurisdiction of its residence which would apply to the Shares. The delivery of the Shares does not contravene the applicable laws (including applicable securities legislation) in the jurisdiction in which it is resident or to which it is subject and does not trigger any obligation to prepare and file a prospectus, registration statement or similar document, or any other report with respect to such purchase, or any registration or other obligation or reporting requirement on the part of Tevano, and it will provide such evidence of compliance with all such matters as Tevano may request;

(r) the Contributing Party certifies that it is not a resident of British Columbia and acknowledges that (a) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Shares; (b) there is no government or other insurance covering the Shares; (c) there are risks associated with the purchase of the Shares; (d) there are restrictions on the Contributing Party's ability to resell the Shares and it is the responsibility of the Contributing Party to find out what those restrictions are and to comply with them before selling the Shares; and (e) Tevano has advised the Contributing Party that Tevano is relying on an exemption from the requirements to provide the Contributing Party with a prospectus and to sell the Shares through a person registered to sell securities under the Securities Act (British Columbia) and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the Securities Act (British Columbia), including statutory rights of rescission or damages, will not be available to the Contributing Party;

(s) the Contributing Party understands and acknowledges that Tevano is not currently a reporting issuer in any jurisdiction in Canada and as a result the hold period to which the Shares are subject will be indefinite in every jurisdiction in which the Shares are issued, until Tevano becomes a reporting issuer in such jurisdiction. There is no assurance that Tevano will ever become a reporting issuer in the future;

(t) Tevano does not intend and has no obligation to file a prospectus, registration statement or similar document to qualify or register the Shares for resale, or to take any other action so as to permit sales pursuant to the U.S. Securities Act (including Rule 144 thereunder), and, absent registration, under the rules of the United States Securities and Exchange Commission, the undersigned may be required to hold the Shares indefinitely or to transfer the Shares in "private placements" which are exempt from registration under the U.S. Securities Act, in which event the transferee will acquire "restricted securities", and, as a consequence, the undersigned will bear the economic risks of the investment in the Shares for an indefinite period of time;

(u) there may be material tax consequences to the Contributing Party of an acquisition or disposition of the Shares, and Tevano gives no opinion or makes no representation with respect to the tax consequences to the Contributing Party under United States federal, state or local tax laws or any non-U.S. tax law of the undersigned's acquisition or disposition of such Shares;

(v) it has been independently advised as to restrictions with respect to trading in the Shares imposed by applicable securities legislation in the jurisdiction in which it resides, confirms that no representation has been made to it by or on behalf of the Tevano with respect thereto, acknowledges that it is aware of the characteristics of the Shares, the risks relating to an investment therein and of the fact that it may not be able to resell any of the Shares except in accordance with limited exemptions under applicable securities legislation and regulatory policy until the expiry of the applicable hold period (which may, in certain circumstances, be of indefinite duration) and compliance with other requirements of applicable law, and it agrees that any certificates representing the Shares may bear a legend indicating that the resale of such Shares is restricted, including the following legends, as applicable:

- (i) “Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after the later of (i) [insert the distribution date], and (ii) the date the issuer became a reporting issuer in any province or territory”;
- (ii) “Unless permitted under securities legislation, the holder of this security must not trade the security before [insert the date that is four months and a day after the distribution date]”;
- (iii) “THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT “GOOD DELIVERY” OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.”

2.3 **Representations and Warranties of Tevano.** Tevano represents and warrants to Contributing Party as representations and warranties that are true as of the Effective Date of this Agreement and that will remain true as of the Closing Date, the following:

- (a) Tevano’s initial capitalization structure consists of (or will consist of) Forty-Five Million, Seven Hundred Thousand (45,700,000) shares issued and outstanding or remaining to be issued as follows:
 - (i) 22,940,000 shares issued pursuant to a key employees at price of C\$0.005 and C\$0.02 per share, quantity of each price determined in the near future.
 - (ii) three million seven hundred twenty thousand (3,720,000) shares by way of issuance to INEX as contemplated on its own contribution of technology;

- (iii) four million three hundred forty thousand (4,340,000) shares issued to key employees of Tevano at a deemed price of 05/100 Canadian Dollars (C\$0.05) per share;
- (iv) eight million (8,000,000) shares pursuant to subscriptions from seed share subscribers at a price of 02/100 Canadian Dollars (C\$0.02) per share; and
- (v) five million (5,000,000) shares pursuant to subscriptions from seed share subscribers at a price of 05/100 Canadian Dollars (C\$0.05) per share.
- (vi) 1,700,000 shares issued to key Advisors of Tevano at a deemed price of 05/100 Canadian Dollars (C\$0.05) per share

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, as of the Effective Date, infringe the intellectual property rights or trade secrets of any third party. Upon a party becoming aware of any grounds upon which any such indemnified claim may be brought, that party will promptly notify, in writing, the other party thereof, and the Indemnifying Party may, at its discretion, and within a reasonable time, 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, or as a result of Tevano’s gross negligence or wilfull misconduct.

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 (i) the Tevano Business (other than that indemnified by the Indemnified Party as set out in Section 3.1), or (ii) Tevano’s incorrect, inappropriate, unlawful or negligent use of the Contributed Technology. Upon a party becoming aware of any grounds upon which any such indemnified claim may be brought, that party will promptly notify, in writing, the other party 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, in writing, the Indemnifying Party, if 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 written 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 Section sets out the entire liability of each party to the other party 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 TERMINATION

4.1 **Term.** This Agreement will continue from the Effective Date until the completion of the Beta Rollout as determined by Tevano, acting reasonably, delivering written notice thereof to Contributing Party.

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

- (a) by mutual written consent duly authorized by each party; or
- (b) by either party if there has been a material misrepresentation or 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 ten (10) days after receipt of written notice from the other party of its intention to terminate this Agreement.

4.3 **Effect of Termination.** If this Agreement is terminated by Tevano as a result of INEX's material misrepresentation or material breach as set forth in Section 4.2(b), then (a) Section 1.5 will apply to reduce, pro rata, the value of the Contributed Technologies and the Contribution Price paid by Tevano therefor, and (b) all assignments, rights, titles, transfers and licenses granted hereunder shall continue. If this Agreement is terminated by INEX as a result of Tevano's material misrepresentation or material breach as set forth in Section 4.2(b), then INEX shall retain all the Shares, without offset or reduction, and deem the Note immediately due and owing.

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 full payment of the Contribution Price to INEX, including without limitation, Tevano’s full satisfaction of the Note, all Contributed Technologies will constitute the Confidential Information of Tevano ,and before then the Contributed Technologies shall 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, as long as Tevano is not in breach of its obligations under this Agreement, Contributing Party agrees, at Tevano's expense, 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 effected 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 **Severability.** Should any provision of this Agreement be void or unenforceable it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect and will be interpreted and construed as if the stricken provision had never formed part of this Agreement.

6.10 **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.

6.11 **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.

6.12 **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).

6.13 **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.

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

6.15 **Assignment.** No party may assign or transfer this Agreement or any rights or obligations under this Agreement without 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, notwithstanding that Tevano may, in connectin with a merger, acquisition, reorganization or similar transaction affecting the Tevano Business, assign the benefit of all Contributed Technology without such consent but, instead, upon notice to Contributing Party.

6.16 **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 follows:

INEX USA

Per: “Slawomir Wesierski”
Name: Slawomir Wesierski
Title: President

TEVANO PAYMENT SYSTEMS INC.

Per: “Jack Khorchidian”
Name: Jack Khorchidian
Title: CEO

SCHEDULE A
INEX CONTRIBUTED TECHNOLOGIES

1. Contributed Technologies (existing):

- a. Tevano Kiosk Platform - Software Platform controlling Tevano kiosk. Software is designed to run on a Personal Computer with the following minimum requirements:
 - i. Processor i5
 - ii. RAM 8GB
 - iii. Hard drive 240GB
 - iv. Operating System: Windows 10 Professional 64bit
- b. Software Components:
 - i. Idle screen
 - ii. Service module triggered by opening the main door. Functionality:
 - 1. Resetting of all hardware components
 - 2. Local indicator of hardware status
 - 3. Procedure for adding notes to inventory through accepting module of recycler
 - 4. Procedure for adding notes to inventory through loader cassette
 - 5. Procedure for moving all notes to stacker module
 - 6. Procedure for emptying of stacker module
 - iii. Main module controlling software flow and user interaction.
 - iv. Payment options: Pay with cash, pay with card, pay with coupon.
 - v. Option to donate change to charity of patron's choice.
 - vi. Generating and handling payment coupons.
 - vii. Wrapper for Chrome browser for future integration with Point of Sale software provided by Treez.

- viii. Payment "INEX POTs API" with following components:
 - 1. AddPayment request / response
 - 2. GetPaymentStatus request / response
 - 3. PrintReceipt request / response
- ix. Software modules controlling hardware components. Software drivers and hardware documentation will be provided by Tevano:
 - 1. Screen and touch screen - utilizing software drivers provided by hardware manufacturer
 - 2. Fujitsu GSR50 cash recycler - utilizing software drivers provided by hardware manufacturer
 - 3. Asahi Seiko coin hoppers - utilizing software drivers provided by hardware manufacturer. Coins to be dispensed are \$0.25, \$0.05, \$0.01. Algorithm of dispensing - smallest number of coins.
 - 4. Thermal Printer Custom TG2480 - utilizing software drivers provided by hardware manufacturer (Windows Printer drivers)
 - 5. Barcode scanner I-EBS5110 - utilizing drivers provided by hardware manufacturer. Scanner is utilized for reading QR codes generated by INEX POTs API as well as INEX coupons.
 - 6. Lights controller I-ELC16 - utilizing drivers provided by hardware manufacturer. Controlling lights follows states of the kiosk: Idle, Error, Processing, Dispensing Notes, Dispensing Coins, Printing, Processing Card Payment.
 - 7. Door switches controller I-EIC8 - utilizing drivers provided by hardware manufacturer.
 - 8. Electronic lock controller I-ELC4L - utilizing drivers provided by hardware manufacturer.
- x. Back Office platform consisting of:
 - 1. Database server for collecting diagnostic and transactional data provided by Tevano kiosks
 - 2. Web based user interface with following functionality:
 - a. Monitoring of kiosks status

- b. Providing visual indication of said status
- c. Providing visual indication of cash inventory inside of kiosk
- d. Providing set of reports for transactions executed on the kiosk

2. Contributed Technologies (expected during Beta Rollout):

All Contributed Technologies relating to the Beta Rollout, including:

For greater certainty, all Improvements arising from support and maintenance of the Contributed Technologies during the Beta Rollout are included in the Contributed Technologies.

- a. User Interface / User Experience agreed between INEX, Treez and Tevano. Parties will make effort to limit number of changes in redesigning of UI / UX.
- b. Treez Point Of Sale software integration. Tevano is responsible for creating a business relationship with Treez. INEX will provide framework for handling use case #1: "order online, pay on premise" and use case #2: order on premise at kiosk, pay on premise", use case #3: "order on premises at tablet, pay on premise", use case #4a: "order at POS, pay through attended kiosk", use case #4b: "order at POS, pay through self-service kiosk".
- c. Point of Sale terminal integration (Ingenico iPP350) - utilizing Datacap API. Tevano is responsible for creating business relationship with Datacap. Datacap is responsible for all EMV Level 1, Level 2 and Level 3 certifications as well as PCI and other financial institutions certification. Tevano is responsible for acquiring toolkits, EMV-certified PIN pads and EMV Test Cards.
- d. Back Office integration with Treez
 - i. INEX is responsible for providing data feed to Treez. Scope of data and technology used for providing data feed will be agreed between INEX and Treez.

3. Third Party / In-Licenses:

4. Source Code:

To the extent the Contributed Technologies consist of software (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.

5. Tevano's Responsibility:

- a. Tevano is responsible for providing Kiosks with all hardware components built in and properly installed. All hardware components should be tested and operating according to specifications and tools provided by hardware manufacturer.
- b. Tevano is responsible for providing paid services that are required to run all software and back office components including but not limited to:
 - i. Cellular network internet services for every kiosk
 - ii. Cloud storage, servers and other services - i.e. Azure, AWS, Google Drive, TeamViewer
 - iii. SSL certificates
 - iv. Text Messaging service
 - v. Emailing service

SCHEDULE B
PROMISSORY NOTE