

CONSULTING AGREEMENT

THIS AGREEMENT is dated as of March 18, 2016

BETWEEN:

GLANCE TECHNOLOGIES INC., a company continued under the laws of British Columbia, with an office at #8444 200-375 Water Street, Vancouver, British Columbia, Canada V6B 0M9

(the "**Company**")

AND:

KATE PHILLIPS, a member in good standing with the Law Society of British Columbia with a residence at [REDACTED]

(the "**Consultant**")

WHEREAS:

- A. The Company is a privately-held British Columbia corporation engaged in the business (the "**Business**") of developing software applications for mobile devices including a versatile payments processing platform, and a pay-by-phone mobile app; and
- B. The Company desires to engage the Consultant to provide legal services as further described herein for the Company and the Consultant desires to provide legal services to the Company on the terms and subject to the conditions of this Agreement.

NOW THEREFORE the parties agree as follows:

PART I INTERPRETATION

Definitions

- 1.1 In this Agreement, except as otherwise expressly provided or as the context otherwise requires:
 - (a) "**Agreement**" means this legal services agreement, as amended, modified or supplemented from time to time in accordance with §9.4;
 - (b) "**Board**" means the board of directors of the Company, or, if there is only one director of the Company, that sole director;
 - (c) "**Confidential Information**" has the meaning given in §6.1(a);
 - (d) "**Intellectual Property Rights**" means all copyrights, design rights, trademark rights, patent rights, trade secrets and any other proprietary rights, whether registered or unregistered, and any application for registration of any of the foregoing, and any right to file any such application, which may subsist anywhere

in the world;

- (e) “**Issuance Date**” means the date on which the Stock Options are issued;
- (f) “**Just Cause**” has the meaning given in §5.1;
- (g) “**Part**” has the meaning given in §1.2(a);
- (h) “**Person**” means any individual, business, trust, unincorporated association, corporation, partnership, joint venture, limited liability company or other entity of any kind;
- (i) the “**Services**” has the meaning given in §3.1;
- (j) “**Stock Options**” has the meaning given in §4.1;
- (k) “**Stock Option Agreement**” means a written agreement entered into by the Company and the Consultant which governs the issuance of the Stock Options;
- (l) “**Stock Option Plan**” means the stock option plan as adopted by the Company from time to time;
- (m) “**Term**” has the meaning given in §2.1;
- (n) “**Termination Date**” has the meaning given in §2.1; and
- (o) “**Work Product**” has the meaning given in §7.1.

Interpretation

- 1.2 In this Agreement, except as otherwise expressly provided or as the context otherwise requires:
- (a) a reference to a “**Part**” is to a part of this Agreement, and the symbol “**§**” followed by a number or some combination of numbers and letters refers to the section, paragraph, subparagraph, clause or sub clause of this Agreement so designated;
 - (b) a reference to parties means the parties to this Agreement and their respective permitted successors and assigns;
 - (c) headings are solely for convenience of reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it;
 - (d) the word “**including**”, when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope;
 - (e) a reference to currency means currency in Canadian dollars;

- (f) a reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and every statute, regulation, or other legislative work that supplements or supersedes such statute or regulations; and
- (g) a word importing the feminine gender shall include the masculine or neuter, words in the singular include the plural, words importing a corporate entity include individuals and vice versa.

PART 2 TERM

- 2.1 The term of this Agreement (the "**Term**") shall commence on March 18, 2016 and shall continue until terminated in accordance with the provisions of Part 5 herein (the "**Termination Date**").

PART 3 DUTIES

General Duties

- 3.1 The Consultant shall perform corporate and securities legal services as in-house counsel (collectively, the "**Services**") to the Company as requested and directed by the Chief Executive Officer of the Company. The Consultant shall provide services to the Company to the best of her ability and in accordance with the terms of this Agreement.
- 3.2 The Company will not require the Consultant to perform any duties or services that are not consistent with the professional role and responsibilities of the Consultant.

Competent and Businesslike

- 3.4 The Consultant shall perform her duties to the Company in a faithful, diligent, competent and businesslike manner to the best of her ability.

PART 4 REMUNERATION AND BENEFITS

Remuneration

- 4.1 Beginning as of March 7, 2016, the Company will compensate the Consultant for the Services with the following:
 - (a) a monthly salary of \$6,000, of which:
 - (i) \$4,000 shall be paid to the Consultant in cash by two equal payments on the 1st and 15th days of each month, which began on March 15, 2016 on which day the Company paid the Consultant for the Services provided from March 7, 2016 to March 15, 2016; and
 - (ii) \$2,000 shall be paid to the Consultant in common shares of the Company (the "**Compensation Shares**") at a value per share equal to (A) if the

Company is listed on a stock exchange on the date on which the Compensation Shares are issued, the closing trading price of the common shares of the Company on the day immediately prior to the date on which the Compensation Shares are issued with the maximum discount allowed by the stock exchange; or (B) if the Company is not listed on a stock exchange on the date on which the Compensation Shares are issued, the price at which the Company most recently issued common shares. The Company will issue the Compensation Shares to the Consultant every three months for the Services rendered by the Consultant for the immediately preceding three months, with the exception that before the Company is listed on a Canadian securities exchange, the Company will issue to the Consultant all Compensation Shares earned up to that date.

- (b) 100,000 incentive stock options, which the Company will grant to the Consultant at an exercise price of \$0.15 per share exercisable for a period of five years (the “**Stock Options**”). The Stock Options will vest in accordance with the following schedule and will be subject to the terms of the Stock Option Agreement and the Company’s Stock Option Plan:

Vesting Date	Proportion of Vested Stock Options
On the Issuance Date	30% of the Stock Options
6 months after the Issuance Date	30% of the Stock Options
12 months after the Issuance Date	The remainder of the Stock Options

Law Society Fees

- 4.2 The Company will pay the cost, as they become due, of all annual practice and insurance fees payable by the Consultant to the Law Society of British Columbia as set by the *Law Society Rules* (British Columbia). These fees have been paid by the Consultant to December 31, 2016.

Expenses

- 4.3 The Company may, in its sole discretion, reimburse the Consultant for the Consultant’s reasonable expenses or disbursements actually and reasonably incurred or made by her in connection with the performance of services under this Agreement. For all such expenses and disbursements the Consultant shall supply the Company with originals of all receipts, invoices or statements in respect of which the Consultant seeks reimbursement, in such form as may reasonably be required by the Company and at such times or intervals as may be required by the Company.

Office and Office Support

- 4.4 The Consultant will provide her own office, general office supplies including a computer and printer, and support staff.

PART 5 TERMINATION

Definitions

- 5.1 In this Part 5, "**Just Cause**" means any act, omission, behaviour, conduct or circumstance of the Consultant that constitutes just cause for dismissal of the Consultant under the laws of British Columbia, and for the purposes of this Agreement includes:
- (a) any cause related to fraud, dishonesty, illegality, breach of statute or regulation or gross incompetence;
 - (b) any material breach by the Consultant of a provision of this Agreement;
 - (c) if there is a failure on the part of the Consultant to perform the services in a competent and professional manner;
 - (d) any conviction of the Consultant for a criminal offence;
 - (e) any declaration of bankruptcy against the Consultant by a court of competent jurisdiction; and
 - (f) any refusal by the Consultant to follow reasonable instructions given by the Board that are not inconsistent with the Consultant's duties and responsibilities.

Termination by the Company for Just Cause

- 5.2 The Company may terminate the services of the Consultant summarily, without notice, for Just Cause, upon paying to the Consultant all accrued and unpaid fees for Services provided hereunder (including reimbursement for expenses as outlined in § 4.3).

Voluntary Termination by the Consultant

- 5.3 The Consultant may terminate her services to the Company for any reason by providing 45 days' notice in writing to the Company. The Company may waive or abridge any notice period specified in such notice, in its absolute discretion.
- 5.4 Upon such voluntary termination, on the last day on which the Consultant provides Services to the Company, the Company shall pay the Consultant all accrued and unpaid fees for the Services (including reimbursement for expenses as outlined in § 4.3).

Termination by the Company with Notice

- 5.5 The Company may terminate the services of the Consultant for any reason by providing 45 days' notice in writing to the Consultant. The Consultant may waive or abridge any notice period specified in such notice, in her absolute discretion.
- 5.6 Upon such termination, on the last day on which the Consultant provides Services to the Company, the Company shall pay the Consultant all accrued and unpaid fees for the Services (including reimbursement for expenses as outlined in § 4.3).

Termination by Death of Consultant

- 5.7 This Agreement shall terminate upon the death of the Consultant.
- 5.8 Upon the death of the Consultant, the Company shall pay into the estate of the Consultant all accrued and unpaid fees for the Services (including reimbursement for expenses as outlined in § 4.3).

PART 6 CONFIDENTIAL INFORMATION

Confidential Information

- 6.1 The Consultant acknowledges that:
- (a) she may, during the course of providing services to the Company, acquire information which is confidential in nature or of great value to the Company including, without limitation, matters or subjects concerning corporate assets, cost and pricing data, customer listing, financial reports, formulae, inventions, know-how, marketing strategies, products or devices, profit plans, research and development projects and findings, computer programs, suppliers, and trade secrets, whether in the form of records, files, correspondence, notes, data, information, or any other form, including copies or excerpts thereof (collectively, "**Confidential Information**"), the disclosure of any of which to competitors of the Company or to the general public would be highly detrimental to the best interests of the Company, and
 - (b) the right to maintain the confidentiality of Confidential Information, and the right to preserve the Company's goodwill, constitute proprietary rights which the Company is entitled to protect.

Consultant's Obligations Regarding Confidential Information

- 6.2 The Consultant shall, during the Term and at all times thereafter:
- (a) hold all Confidential Information that she receives in trust for the sole benefit of the Company and in strictest confidence;
 - (b) protect all Confidential Information from disclosure and not take any action that could reasonably be expected to result in any Confidential Information losing its

character as Confidential Information, and take all reasonable actions to prevent any Confidential Information from losing its status as Confidential Information; and

- (c) neither, except as required in the course of performing her duties and responsibilities under this Agreement, directly or indirectly use, publish, disseminate or otherwise disclose any Confidential Information to any third party, nor use Confidential Information for any purpose other than the purposes of the Company, without the prior written consent of the Board.

Consultant's Continuing Obligations

- 6.3 The restrictions on the Consultant's use or disclosure of all Confidential Information, as set forth in this Part 6 shall continue following the termination of the Consultant's services to the Company, regardless of the reasons for or manner of such termination.

Limited Exception

- 6.4 Notwithstanding §6.2, the Consultant may, if and solely to the extent required by lawful subpoena or other lawful process, disclose Confidential Information but, to the extent possible, shall first notify the Company of each such requirement so that the Company may seek an appropriate protective order or waive compliance with the provisions of this Agreement. The Consultant shall co-operate fully with the Company at the expense of the Company in seeking any such protective order.
- 6.5 Notwithstanding §6.2, the obligations of confidentiality and restriction on use herein contained will not apply to any Confidential Information that the Consultant is clearly able to demonstrate:
 - (a) was in the public domain prior to March 7, 2016 or subsequently came into the public domain through no fault of the Consultant;
 - (b) was lawfully received by the Consultant from a third party, which third party was, to the knowledge of the Consultant, free of any obligations of confidentiality; or
 - (c) was already known to the Consultant at the time at which the Company discloses such Confidential Information to the Consultant.

PART 7 WORK PRODUCT; INTELLECTUAL PROPERTY

Work Product; Intellectual Property

- 7.1 All title, right and interest in any works, plans, designs, materials, documentation, code, programs, software, or other tangible or intangible product, and any Intellectual Property Rights or other rights therein, created, developed or acquired by the Consultant in the performance of this Agreement (collectively, "**Work Product**") shall immediately upon creation, development or acquisition vest in the Company, as the case may be, and any Work Product that does not so vest shall be deemed to be transferred and assigned to the Company or to one or more of its affiliates, as the case may be, without further compensation. Upon request at any time by the Company, the Consultant shall return and deliver to the Company all Work Product in the Consultant's possession or control.

Moral Rights

7.2 The Consultant hereby waives as against any person any and all moral rights she may have in the Work Product, such moral rights including the right to restrain or claim damages for any distortion, mutilation, or other modification of the works or any part thereof whatsoever, and to restrain use or reproduction of the works in any context, or in connection with any product or service.

Further Acts

7.3 The Consultant shall co-operate fully with the Company, its successors or its assigns with respect to signing further documents and doing such acts and other things reasonably requested by the Company, its successors or its assigns to confirm or evidence ownership of the Work Product or the waiver of moral rights therein, or to obtain, register, or enforce any right in respect of the Work Product. The Company, its successors or its assigns, as applicable, shall be responsible for any out-of-pocket expenses of the Consultant complying with the obligations under this §7.3.

PART 8 NON-COMPETITION

Non-Competition

8.1 During the Term and for a period of one year from the Termination Date, the Consultant shall not, without the prior written consent of the Company:

- (a) own or have any interest directly in; or
- (b) act as an officer, director, agent, consultant or consultant of;

any business that directly competes with the Business, other than an investment as a passive investor of up to 5% of the outstanding publicly-traded securities of an issuer whose securities are listed on a recognized stock exchange.

8.2 The Company acknowledges that the Consultant currently works with other companies in advisory, operational, and board of director roles. The Company further acknowledges that these other roles may continue and acknowledges that the Consultant may work with other companies in the future while also fulfilling her role with the Company.

Non-Solicitation

8.3 The Consultant shall not, during the Term and for a period of two years after she ceases to be a consultant or employee of the Company:

- (a) directly or indirectly, either personally, by agent or by letters, circulars or advertisements, contact for the purpose of solicitation or solicit any person, company or organization that is or was a client of the Company on or at any time within the two years prior to the date the Consultant ceases to be a consultant or employee of the Company;
 - (i) induce or attempt to induce any person, company or organization:

(ii) who was a consultant or employee of the Company at the date the Consultant ceased to be a consultant or employee of the Company, or

(iii) who has been, during the two years prior to such inducement or attempted inducement, a consultant or employee of the Company;

to leave the employ of the Company, whether to join the Consultant in a similar enterprise or otherwise;

- (b) either directly or indirectly, solicit, divert or take away any staff, temporary personnel, trade, business or goodwill from the Company, or otherwise compete for staff or temporary personnel who become known to it through his relationship with the Company; or
- (c) influence or attempt to influence a person, company or organization not to do business with the Company.

PART 9 GENERAL

Governing Law

9.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of British Columbia with respect to any dispute that may arise with respect to this Agreement.

Severability

9.2 If any provision of this Agreement, including the breadth or scope of such provision, is held by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, or part thereof, of this Agreement and such remaining provisions, or part thereof, shall remain enforceable and binding.

Enforceability and Injunctive Relief

9.3 The Consultant hereby confirms and agrees that the covenants and restrictions pertaining to the Consultant contained in this Agreement, including those contained in Part 6 and Part 7, are reasonable and valid and hereby further acknowledges and agrees that the Company would suffer irreparable injury in the event of any breach by the Consultant of her obligations under any such covenant or restriction for which monetary relief would be inadequate. Accordingly, in the event of any breach or threatened breach by the Consultant of such covenant or restriction, the Company shall be entitled to equitable relief, including injunctive relief, without the need to prove that monetary compensation would be adequate.

Assignment

9.4 The Consultant may assign, pledge or encumber her interest in this Agreement and assign any of her rights or duties under this Agreement only with the prior written

consent of the Company, such consent to be granted in the Company's absolute discretion.

Amendments

9.5 This Agreement may not be amended except in writing signed by the parties.

Successors

9.6 This Agreement shall be binding on and enure to the benefit of the successors and permitted assigns of the Company and the heirs, executors, personal legal representatives and permitted assigns of the Consultant.

Notice

9.7 Any notice or other communication required or permitted to be given hereunder shall be in writing and either delivered by hand or by electronic transmission. Notices shall be addressed to the address of each party set out on the first page hereof, or such other addresses as one party shall advise the other.

Collection and Use of Personal Information

9.8 The Consultant acknowledges that the Company may collect, use and disclose the Consultant's personal information for business related purposes, and the Consultant consents to the Company collecting, using and disclosing the personal information of the Consultant for business related purposes in accordance with any privacy policy of the Company established by it from time to time.

Entire Agreement

9.9 This Agreement constitutes the entire agreement between the Consultant and the Company regarding the Consultant's services to the Company, and supersedes and replaces all prior agreements, if any, written or oral, with respect to such services.

Counterparts

9.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Time of the Essence

9.11 Time shall be of the essence of this Agreement.

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Independent Legal Advice

9.12 The Company confirms and acknowledges that it has been provided with an opportunity to seek independent legal advice with respect to its rights, entitlements, liabilities and obligations hereunder and understands that it has been recommended that such advice be sought prior to entering into this Agreement, and that the Consultant does not represent the interests of the Company with regard to the terms of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first written above.

GLANCE TECHNOLOGIES INC.

Per:

"Desmond Griffin"
Authorized Signatory

Signed, sealed and delivered by)
KATE PHILLIPS in the presence of:)

"Penny Green"
Signature of Witness

)
)
)
)
) "Kate Phillips"
) KATE PHILLIPS

Penny Green
Name of Witness