

## DEBT FORGIVENESS AND SET-OFF AGREEMENT

**THIS DEBT FORGIVENESS AND SET-OFF AGREEMENT** (this “**Agreement**”) is made as of November 30, 2015 among **Delmont Holdings Ltd.** (“**Delmont**”), a B.C. company with a registered and records office at 1820-925 West Georgia Street, Vancouver, B.C. V6C 3L2, **Glance Technologies Inc.** (“**Glance Technologies**”), a B.C. company with a registered and records office at 1820-925 West Georgia Street, Vancouver, B.C. V6C 3L2, **Glance Mobile Inc.** (“**Glance Mobile**”), a B.C. company with a registered and records office at 1820-925 West Georgia Street, Vancouver, B.C. V6C 3L2 and **Penny Green** (“**Green**”), a director of Glance Technologies and Glance Mobile and the owner of Delmont, of [REDACTED]

### WHEREAS:

- A. Pursuant to a management agreement between Green and Glance Technologies dated February 1, 2015, as amended on October 28, 2015, Glance Technologies is indebted to Green in the sum of CAD\$35,750;
- B. Pursuant to a services agreement dated November 1, 2014, as amended and restated on October 28, 2015, Delmont was overpaid by Glance Technologies and is indebted to Glance Technologies in the sum of CAD\$18,800;
- C. Glance Mobile is indebted to Green in the sum of CAD\$2,026.50
- D. Green owns Delmont;
- E. The parties hereto (the “**Parties**”) wish to set-off the full amount of Delmont’s indebtedness to Glance Technologies against Glance Technologies’ indebtedness to Green; and
- F. Green wishes to back out and not incur certain management fees in the amount of \$16,950 from Glance Technologies to her and write off the full amount of Glance Mobile’s indebtedness to her of \$2,026.50.

**NOW THEREFORE** the Parties agree as follows:

- 1. The Parties agree and acknowledge that the indebtedness detailed in the recitals above is true and correct in all material respects.
- 2. The Parties agree to set-off the full amount of Delmont’s indebtedness to Glance Technologies against Glance Technologies’ indebtedness to Green (the “**Set-off**”), such that the full amount of Delmont’s debt is extinguished and Glance Technologies’ debt to Green is decreased by CAD\$18,800.
- 3. Green agrees to back out the remainder of the fees payable to Green by Glance Technologies in the amount of \$16,950 such that they were never incurred.
- 4. Green agrees to write-off the full amount of the indebtedness of Glance Mobile to Green in the amount of \$2,026.50 such that Green shall remove the full amount of Glance Mobile’s indebtedness from her accounts.

5. This Agreement shall be governed by and construed in accordance with British Columbia law.
6. Each of the Parties 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.
7. This Agreement may be executed in any number of counterparts and delivered by electronic transmission, each of which will constitute an original and all of which together shall form one document.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement on the date first written herein above.

**DELMONT HOLDINGS LTD.**

*"Penny Green"*

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**PENNY GREEN**

*"Penny Green"*

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*Authorized Signatory*

**GLANCE TECHNOLOGIES INC.**

*"Penny Green"*

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*Authorized Signatory*

**GLANCE MOBILE INC.**

*"Penny Green"*

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*Authorized Signatory*