

LICENSE AGREEMENT

This License Agreement is dated for reference this 5th day of November, 2018 (the “**Agreement**”)

BETWEEN:

GLANCE PAY INC., a company incorporated under the laws of British Columbia, Canada, with a head office at Suite 400 — 200 Granville Street, Vancouver, BC V6C 1S4

(“**Licensor**”)

AND:

LOOP INSIGHTS INC., a company incorporated under the laws of British Columbia, Canada, with a head office at 1021 West Hastings Street, Vancouver, BC V6E 0C3

(“**Licensee**”)

(each a “**Party**”, together, the “**Parties**”)

WHEREAS:

- A. Licensor is party to a license agreement effective May 29, 2017, which was amended and restated as of May 31, 2017, with The Yield Growth Corp. (“**Yield**”), under which Yield licensed the Licensed Patents from Licensor.
- B. Yield subsequently granted a sublicense (“**Sublicense**”) of the Licensed Patents to Licensee.
- C. Licensee and Yield have agreed to terminate the Sublicense.
- D. Licensee wishes to continue to use the Licensed Patents following termination of the Sublicense. Licensee accordingly wishes to obtain directly from Licensor, and Licensor wishes to grant directly to Licensee, a non-exclusive license to use the Licensed Patents on the terms and conditions set out herein.

NOW THEREFORE, in consideration of the premises and the faithful performance of the covenants herein contained it is agreed as follows.

1. DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- 1.1 “**Disclosing Party**” has the meaning ascribed thereto in Section 5.7;
- 1.2 “**Field of Use**” means the marijuana financial technology industry;
- 1.3 “**License**” has the meaning ascribed thereto in Section 2.1;
- 1.4 “**Licensed Patents**” means the patents and patent applications listed in Schedule A attached to this Agreement which are owned by the Licensor, including any renewal, division, continuation, continued prosecution application or continuation-in-part of any such patents and applications,

any and all patents or certificates of invention issuing thereon, and any and all reissues, re-examinations, extensions, divisions, renewals, substitutions, confirmations, registrations, revalidations, revisions, supplementary protection certificates and additions of or to any of the foregoing, and any foreign counterparts of any of the foregoing; and

1.5 “**Non-Disclosing Party**” has the meaning ascribed thereto in Section 5.7.

2. GRANT OF LICENSE

2.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive license to use the Licensed Patents in the Field of Use, without the right to sublicense (this license is the “**License**”).

2.2 For greater certainty:

- (a) Licensor retains the right to continue to use the Licensed Patents in any way for any purpose, and retains ownership of the Licensed Patents.
- (b) Licensor is under no obligation to provide any services to Licensee, nor to deliver or make available any of Licensor’s technology, such as any computer program source code owned or controlled by Licensor, to Licensee.
- (c) Licensee has no right to prosecute or commence any action for infringement of the Licensed Patents.

3. CONSIDERATION

3.1 License Fee. In consideration of the grant by Licensor to Licensee of the License, Licensee hereby issues to Licensor 1,000,000 common shares in the capital of Licensee.

4. TERMINATION

4.1 Termination by Either Party. Either Party may terminate the License granted by this Agreement by:

- (a) release of a judgment by a court of competent jurisdiction that the other Party is bankrupt or insolvent;
- (b) the filing by the other Party of a petition of bankruptcy, or a petition or answer seeking reorganization, readjustment or rearrangement of its business or affairs under any law or governmental regulation relating to bankruptcy or insolvency; or
- (c) the appointment of a receiver of the business or for all or substantially all of the property of the other Party or the making by the other Party of assignment or an attempted assignment for the benefit of its creditors or the institution by the other Party of any proceedings for the liquidation or winding up of its business or affairs.

4.2 Automatic Termination. This Agreement and the License will automatically terminate at the end of May 29, 2021, unless terminated earlier in accordance with this Agreement or by agreement of the Parties.

5. MISCELLANEOUS

5.1 Further Assurances. The parties shall execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.

5.2 Interpretation of certain terms. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice-versa, words importing gender include all genders and the word "including" is not limiting (whether or not non-limiting language is used with reference thereto).

5.3 Sections and Headings. The division of this Agreement into sections, subsections and paragraphs and the insertion of headings are for reference purposes only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference herein to a particular section, subsection, paragraph or schedule refers to the section, subsection, paragraph or schedule to this Agreement.

5.4 Enurement and Assignment. This Agreement shall enure to the benefit of and be binding upon each of the Parties hereto and their respective successors and permitted assigns. Neither Licensor nor Licensee may assign or transfer its rights and obligations under this Agreement without the prior written consent of the other Party.

5.5 Entire Agreement. The provisions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

5.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia to adjudicate all matters arising hereunder.

5.7 Confidentiality. The Parties agree to maintain the terms and conditions of this Agreement in confidence and to disclose those terms and conditions only to persons within their respective organizations having a need to know. If either Party ("**Disclosing Party**") is required by applicable law or by a governmental authority to disclose any of the terms and conditions of this Agreement, the Disclosing Party will, before making the disclosure, provide the other Party ("**Non-Disclosing Party**") with prompt written notice of that requirement, so that that the Non-Disclosing Party may contest that disclosure and seek an appropriate protective order or other appropriate remedy. If, in the absence of a protective order or other appropriate remedy, the Disclosing Party is, in the reasonable opinion of its legal counsel, required by applicable law or by a governmental authority to disclose the terms and conditions of this Agreement or stands liable for contempt or to suffer other censure or penalty, then the Disclosing Party may, without liability under this Agreement, disclose that portion of those terms and conditions, but only that portion, that the Disclosing Party is legally required to disclose.

5.8 Counterparts. This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

GLANCE PAY INC.

LOOP INSIGHTS INC.

By: s/"Desmond Griffin"

By: s/"Rob Anson"

Name: Desmond Griffin

Name: Rob Anson

Title: Chief Executive Officer

Title: President & CEO

**SCHEDULE A
LICENSED PATENTS**

Patent Description	Patent No. or Application No.	Date of Patent Application	Owner / Applicant	Jurisdiction
Wireless Systems and Methods for Bill Payment	15471303	March 28, 2017	Glance Pay Inc.	United States
Wireless Systems and Methods for Bill Payment	2,962,884	March 30, 2017	Glance Pay Inc.	Canada
Wireless Systems and Methods for Bill Payment Using Short Distance Positioning Systems	62472288	March 16, 2017	Glance Pay Inc.	United States