

## AMENDED AND RESTATED LICENSE AGREEMENT

This Amended and Restated License Agreement is made this 29<sup>th</sup> day of May, 2017 and amended and restated as of May 31, 2017 (the "**Agreement**")

BETWEEN:

**GLANCE PAY INC.**, a company incorporated under the laws of British Columbia with a head office at Suite 200 – 1238 Homer Street, Vancouver, BC V6B 2Y5

(the "**Licensor**")

AND:

**CANNAPAY FINANCIAL INC.** a company incorporated under the laws of British Columbia, Canada, with a registered address at 200 – 1238 Homer Street, Vancouver, BC V6B 2Y5

(the "**Licensee**")

(each a "**Party**", together, the "**Parties**")

WHEREAS:

- A. Licensor is the owner of the Licensed Trademarks and the Licensed Patents;
- B. Licensor has invented, developed and/or acquired the Licensed Technology;
- C. Licensee wishes to obtain from Licensor and Licensor wishes to grant to Licensee a worldwide, non-exclusive license to use the Licensed Patents, the Licensed Trademarks, and the Licensed Technology in order to make, market and sell the MJ App (as defined in section 1) on the terms and conditions set out herein; and
- D. This Agreement amends, restates and replaces the License Agreement dated May 29, 2017 between the Licensor and the Licensee in order to reflect the occurrence of certain events that have transpired since the date thereof.

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 "**Confidential Information**" means the terms and conditions of this Agreement, and any and all discoveries, inventions, processes, methods, techniques, know-how, trade secrets, and intellectual property and proprietary rights relating to the Licensed Rights, expressed in whatever form and may include technical information, procedures, formulae, protocols, software, specifications, flowcharts, instructions, research, financial or marketing data, business plans, patent applications, and other documents and materials, and all modifications, variations, updates, enhancements and improvements

thereof, that are disclosed by one party to the other party during the Term of this Agreement. Confidential Information may include unique combinations of separate items, which individually may or may not be confidential. However, "Confidential Information" does not include:

- (a) information that is in the public domain at the time it is received by the receiving party;
  - (b) information that after receipt thereof by the receiving party enters the public domain other than through a breach of this Agreement by the receiving party;
  - (c) information that the receiving party can show was, prior to receipt thereof from the disclosing party, lawfully in the possession of the receiving party and not then subject to any obligation on the part of the receiving party to maintain the confidentiality thereof;
  - (d) information that the receiving party can show was independently developed by employees, agents or consultants of the receiving party without any knowledge or use of the information disclosed by the disclosing party under this Agreement; or
  - (e) information that is approved in writing by the disclosing party for disclosure, provided that the disclosure by the receiving party was made in accordance with the terms of such approval;
- 1.2 "Closing" has the meaning ascribed thereto in Section 4.1;
- 1.3 "Closing Date" has the meaning ascribed thereto in Section 4.1;
- 1.4 "Effective Date" means May 29, 2017;
- 1.5 "Field of Use" means the marijuana financial technology industry;
- 1.6 "Identification Customization" means customizing the MJ App such that no minors (persons under the age of 18) are permitted to use the MJ App;
- 1.7 "IFRS" means the International Financial Reporting Standards;
- 1.8 "Initial Term" has the meaning ascribed thereto in Section 10.1;
- 1.9 "Intellectual Property Rights" means any and all inventions, materials, Know-how, trade secrets, technology, formulas, processes, ideas or other discoveries conceived or reduced to practices, whether patentable or not;
- 1.10 "Know-how" means any and all technical data, information, materials, trade secrets, technology, formulas, processes, and ideas, including any improvements thereto, in any form in which the foregoing may exist, now owned or co-owned by or exclusively, semi-exclusively or non-exclusively licensed to any party prior to the date of this Agreement or hereafter acquired by any party during the term of this Agreement;

- 1.11 **"License"** means a worldwide non-exclusive license, including the right to sublicense, whereby Licensee has the right to use the Licensed Rights for the purpose of making, marketing and selling the MJ App;
- 1.12 **"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;
- 1.13 **"Licensed Product(s)"** means any materials, compositions, techniques, devices, methods or inventions relating to or based on the Licensed Rights developed on the date of this Agreement or in the future by either Licensee or Licensor;
- 1.14 **"Licensed Rights"** means:
- (a) the Licensed Patents;
  - (b) any and all improvements developed by Licensor, whether patentable or not, relating to the Licensed Rights, which Licensor may now or may hereafter develop, own or control;
  - (c) any and all patents relating to the Licensed Rights, which may issue on patent rights and improvements thereof, developed by Licensor and any and all divisions, continuations, continuations-in-part, reissues and extensions of such patents;
  - (d) the Licensed Technology;
  - (e) the Licensed Trademarks; and
  - (f) any and all Intellectual Property Rights relating to, derived from or attaching to the Licensed Patents, the Licensed Trademarks, and the Licensed Technology;
- 1.15 **"Licensed Technology"** means:
- (a) any and all discoveries, inventions, process, methods, techniques, know-how, and intellectual property and proprietary rights, expressed in whatever form including technical information, processes, procedures, methods, formulae, protocols, software, specifications, instructions, data, documents and materials that are owned by the Licensor during the Term, relating to the Payment Platform in the Territory (including those contained in or directly relate to the Licensed Patents); and
  - (b) any and all modifications, variations, updates, enhancements and improvements owned by the Licensor during the Term in and to any of the foregoing in paragraph (a) that are conceived or reduced to practice by one or more of the inventors, principal investigators and/or other individuals of Licensor or Licensee;

- 1.16 **"Licensed Trademarks"** means the trade-marks identified in Schedule A attached hereto;
- 1.17 **"MJ App"** means a mobile payment app designed for legal marijuana purchase and delivery which uses the Payment Platform as its base technology;
- 1.18 **"Parties"** mean the Licensor and the Licensee;
- 1.19 **"Payment Platform"** means the Licensor's proprietary technology that includes an aggregate payment processor which allows merchants to accept payments, and customers to pay merchants, using the customer's mobile device;
- 1.20 **"Renewal Fee"** has the meaning ascribed thereto in Section 10.1;
- 1.21 **"Renewal Term"** has the meaning ascribed thereto in Section 10.1;
- 1.22 **"Revenues"** means revenues, as recognized by IFRS reporting standards, generated by the Licensee derived from the Licensed Rights pursuant to the License herein granted, including Sublicense Revenue;
- 1.23 **"Sublicense"** means an individual, entity or person that is expressly licensed by Licensee pursuant to the authority granted in this Agreement to grant sublicenses to the Licensed Rights;
- 1.24 **"Sublicense Revenue"** means all revenues, receipts, monies and the fair market value of any shares or other securities and all other consideration directly or indirectly collected or received whether by way of cash credit or other value received by Licensee pursuant to each Sublicense agreement relating to the Licensed Rights;
- 1.25 **"Term"** has the meaning ascribed to it in Section 10.1; and
- 1.26 **"Territory"** means the world.

## **2. GRANT OF LICENSE**

- 2.1 Licensor hereby grants to Licensee a License to use the Licensed Rights in the Field of Use in order to make, market and sell the MJ App on the terms and conditions set out herein in the Territory.
- 2.2 Licensor retains the right to continue to use Licensed Rights in any way for any purpose, and retains ownership of the Licensed Rights.
- 2.3 The Parties shall use their best efforts to agree on the specifications for the MJ App within 30 days of signing this Agreement.

## **3. CONSIDERATION**

- 3.1 **License Fee.** In consideration of the grant by the Licensor to the Licensee of the License, the Licensee will pay to the Licensor a fee of \$2,500 per day for the Initial Term for an aggregate fee of \$912,500, payable as follows:

- (a) \$100,000 due and payable in cash no later than May 31, 2017;

- (b) \$200,000 due and payable in cash by the date that is 90 days after May 31, 2017; and
- (c) \$612,500 due and payable within one (1) year of the date of this Agreement in cash or in common shares of the Licensee, with the exception that if the Licensee completes an initial public offering at a price per offered security of \$0.25 or higher, the Licensee shall issue, contemporaneously with closing the initial public offering at a price per security equal to the price per security under the initial public offering, as many voting shares to the Licensor in payment towards the \$600,000 fee as results in the Licensor holding, in the aggregate, a maximum of 49% of the Licensee's issued and outstanding voting shares immediately after closing the initial public offering. Any outstanding amounts to bring the full payment to \$600,000 will be due and payable within one (1) year of the date of this Agreement in cash or in common shares of the Licensee.

3.2 Design Fee. Licensee will pay to Licensor an additional fee of \$100,000, due and payable on May 31, 2017 as payment for initial design services relating to the base development of the MJ App.

3.3 Licensee Shares.

- (a) In conjunction with each of the first two payments set out in Section 3.1, the Licensor agrees to purchase, and the Licensee agrees to issue, in two tranches each of 4,000,000 shares, an aggregate of 8,000,000 common shares of the Licensee at a price of \$0.05 per share for an aggregate investment of \$400,000.
- (b) The Licensee agrees that it will issue no more than 4,000,001 voting shares at a price below \$0.05 to persons who are not the Licensor.
- (c) The Licensor and the Licensee agree that if the Licensee files a prospectus with a Canadian securities commission, and at the time that the Licensee files its final prospectus the Subscriber falls under one of the categories of persons required to place their securities in escrow set out in Section 3.5 of National Policy 46-201 *Escrow for Initial Public Offerings* ("NP46-201"), subject to the exemption set out in Section 3.6 of NP 46-201, the Parties will enter into an escrow agreement to escrow the Shares (or such number of the Shares as are still held by the Subscriber at that time) with a release schedule as required by, but no more restrictive than, the applicable release schedule set out in Part IV of NP 46-201.
- (d) The Licensor and the Licensee agree that, at any time after the Licensee becomes a reporting issuer, the Licensor may spin off any shares of the Licensee that it owns on a pro-rated basis to its shareholders as a dividend, as long as any such spinoff is completed in accordance with all applicable corporate and securities rules governing one or both of the Licensor and the Licensee.

3.4 Royalties. The License will be royalty-free with the exception of royalties payable on all Sublicense Revenue. The Licensee shall pay to the Licensor an amount equal to 50% of all Sublicense Revenue, payable on a monthly basis within 30 days of the immediately preceding month, in conjunction with the provision of its monthly report required in accordance with Section 5.1 below.

- 3.5 **Taxes.** The Licensor shall be responsible for all sales, goods and services, use, excise or other taxes, tariffs, duties or assessments, including interest and penalties, levied or imposed at any time by any governmental authority arising from or related to the License under this Agreement. If the Licensee pays any of the foregoing taxes, tariffs, duties or assessments, the Licensor will immediately reimburse the Licensee for the amount paid plus any expenses incurred in connection therewith.
- 3.6 **Sublicenses.** The granting and terms of all Sublicenses are entirely at Licensee's sole discretion provided that all Sublicenses shall be subject to the terms and conditions of this Agreement, unless otherwise agreed between Licensee and Licensor.
- 3.7 **MJ App Development.** The Licensor will provide the following services to the Licensee for a fee equal to the Licensor's costs to provide the services plus a 25% surcharge (plus tax):
- (a) development of the MJ App required in addition to the app development required to develop the base model of the MJ App, which is paid for separately in accordance with Section 3.2 herein, including, if deemed appropriate by the Licensor, maintaining a code base for the MJ App separate from the Licensor's own code base;
  - (b) customization development work requested by the Licensee to be performed on the MJ App. Customization development work shall include all requested development work that is not integral to the basic functioning of the MJ App, including Identification Customization;
  - (c) hosting and maintenance of the MJ App including, if deemed appropriate by the Licensor, utilizing a separate hosting environment and related expenditures; and
  - (d) customer service support and payment verification for the MJ App.

The Licensor will provide monthly invoices for services provided to the Licensee which invoices are due and payable within 15 days of the Licensee's receipt, with the exception of known external costs, payment for which the Licensor may require from the Licensee in advance. If the Licensee fails to pay one or more due invoices or is deemed by the Licensor to be unlikely to be able to pay for future services, the Licensor may require the Licensee to provide one or more cash retainers to cover expected monthly expenditures.

- 3.8 **Other Services.** On request by the Licensee, the Licensor may provide design, social media and other media services to the Licensee at the Licensor's standard rates. The Licensor will provide the Licensee with monthly invoices for any services provided which invoices are due and payable within 15 days of the Licensee's receipt, with the exception of known external costs, payment for which the Licensor may require from the Licensee in advance. If the Licensee fails to pay one or more due invoices or is deemed by the Licensor to be unlikely to be able to pay for future services, the Licensor may require the Licensee to provide one or more cash retainers to cover expected monthly expenditures.
- 3.9 The Licensee agrees to appoint one (1) nominee of the Licensor to the Licensee's board of directors, other than Penny Green who may act as a director of the Licensee but will not be the Licensor's nominee. The Licensee shall appoint the Licensor's nominee within 30 days after receiving the name and contact information of the Licensor's nominee.

#### **4. CLOSING AND EVENTS OF CLOSING**

- 4.1 The closing (the "**Closing**") of the grant of the License, as contemplated herein, together with all other transactions contemplated by this Agreement, will occur on such date (the "**Closing Date**") as is agreed to in writing by both Parties, and will be closed at the offices of the Licensor, located at Suite 200 – 1238 Homer Street, Vancouver, BC V6B 2Y5, on the Closing Date.

#### **5. REPORTS, BOOKS AND RECORDS**

- 5.1 Reports. Within thirty (30) days after the end of each month during the Term, Licensee shall make a written report to Licensor setting out the Revenues and of Licensed Rights sold, leased, distributed or used by Licensee and total sublicensing receipts arising from Sublicenses during the monthly period. If there are no revenues or sublicensing receipts, a statement to that effect shall be made by Licensee to Licensor.
- 5.2 Books and records. Licensee shall keep books and records in such reasonable detail as will permit the reports provided for in Section 5.1 to be determined. Licensee further agrees to permit such books and reports to be inspected and audited by a representative or representatives of Licensor to the extent reasonably necessary for the Licensor to verify the reports provided for in Section 5.1, provided, however, that such representative or representatives shall indicate to Licensor only whether the reports are correct, and if not, the reasons why not.

#### **6. MARKING**

Licensee agrees to mark or have marked the MJ App and any other products or services made, used, sold, distributed or leased by it under the Licensed Rights, if and to the extent such markings shall be practical, with such patent markings and trademark markings as are desirable or required by applicable patent laws and/or trademark laws, respectively, and, only upon the Licensor's written request and permission agrees to mark the MJ App as "powered by Glance Pay". The Licensor may withdraw its permission to mark the MJ App as "powered by Glance Pay" at any time by written request to the Licensee, with which the Licensee will comply as soon as is reasonably practicable.

#### **7. REPRESENTATIONS AND WARRANTIES OF LICENSOR**

- 7.1 Licensor represents, warrants and covenants that:
- (a) it has the authority to enter into this Agreement and perform its obligations under this Agreement;
  - (b) entering into and performance of this Agreement will not conflict with, or reach, any express or implied obligation or duty owed to any other person;
  - (c) the Licensed Rights and the Licensed Products are free and clear of all liens, and encumbrances; and

- (d) to the best of its knowledge and belief, the Licensed Rights do not, as of the date hereof, infringe on any patent, copyright, trade secret or other intellectual property right of a third party.

7.2 Licensee represents, warrants and covenants that to the best of its knowledge and belief:

- (a) it has all requisite power, authority and right to enter into and deliver this Agreement and to perform its obligations hereunder;
- (b) it is a valid and subsisting corporation under the laws of its jurisdiction of incorporation, has all necessary power to own its property and carry on its business, and is duly licensed and registered to carry on business in each of the jurisdictions in which it operates; and
- (c) entering into and performance of this Agreement will not conflict with, or breach, any express or implied obligation or duty owed to any other person.

## 8. IRREVOCABLE JUDGMENT WITH RESPECT TO VALIDITY OF PATENTS AND TRADE-MARKS

8.1 If a judgment or decree shall be entered in any proceeding in which the validity or infringement of any claim of any patent or trade-mark under which the License hereunder granted is in issue, which judgment or decree becomes not further reviewable through the exhaustion of all permissible applications for rehearing or review by a superior tribunal, or through the expiration of the time permitted for such application, (such a judgment or decree being hereinafter referred to as an irrevocable judgment), the construction placed on any such claim by such irrevocable judgment will thereafter be followed not only as to such claim, but also as to all claims to which such instruction applies, with respect to acts occurring thereafter and if an irrevocable judgment holds any claim invalid, Licensee shall be relieved thereafter from the performance of any acts required by this Agreement only because of any such claims.

## 9. TERMINATION

9.1 Termination by Licensee. Licensee may terminate the License granted by this Agreement, provided that the Licensee shall not be in default hereunder, by:

- (a) giving Licensor ninety (90) days' notice to its intention to do so. If such notice shall be given, then upon the expiration of such ninety (90) days the termination shall become effective; but such termination shall not operate to relieve Licensee from its obligation to satisfy any other obligations prior to the date of such termination;
- (b) default in the performance of any material obligation contained in this Agreement on the part of Licensor to be performed and such default shall continue for a period of thirty (30) days after Licensee shall have given to Licensor written notice of such default;
- (c) release of a judgment by a court of competent jurisdiction that Licensor is bankrupt or insolvent;



- (d) the filing by Licensor 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
- (e) the appointment of a receiver of the business or for all or substantially all of the property of Licensor or the making by Licensor of assignment or an attempted assignment for the benefit of its creditors or the institution by Licensor of any proceedings for the liquidation or winding up of its business or affairs.

9.2 Termination by Licensor. Licensor may, at its option, terminate this Agreement by written notice to Licensee in case of:

- (a) default in the making of any reports required hereunder and such default shall continue for a period of thirty (30) days after Licensor shall have given to Licensee a written notice of such default;
- (b) default in the performance of any other material obligation contained in this Agreement, including non-payment for any services, fees Sublicenses, or any other payable items set out in Article 3, on the part of Licensee to be performed and such default shall continue for a period of thirty (30) days after Licensor shall have given to Licensee written notice of such default;
- (c) release of a judgment by a court of competent jurisdiction that Licensee is bankrupt or insolvent;
- (d) the filing by Licensee 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
- (e) the appointment of a receiver of the business or for all or substantially all of the property of Licensee; or the making by Licensee of assignment or an attempted assignment for the benefit of its creditors; or the institution by Licensee of any proceedings for the liquidation or winding up of its business or affairs.

### 9.3 Effect of Termination

Termination of this Agreement shall not in any way operate to impair or destroy any of Licensee's or Licensor's right or remedies, either at law or in equity, or to relieve Licensee of any of its obligations hereunder.

### 9.4 Effect of Delay, Etc.

Failure or delay by either party to exercise its rights of termination hereunder by reason of any default by the other party in carrying out any obligation imposed upon it by this Agreement shall not operate to prejudice such party's right of termination for any other subsequent default by the other party.

### 9.5 Return of Licensed Rights

Upon termination of this Agreement, all of the Licensed Rights shall be returned to Licensor, and Licensee shall grant to Licensor a non-exclusive, royalty-free license, with the right to

sublicense, to manufacture, use and sell improvements including all Know-how to the Licensed Rights made by Licensee during the Term of this Agreement prior to its termination, to the extent that such improvements are dominated by or derived from the Licensed Rights.

## **10. TERM AND RENEWAL**

**10.1** This Agreement will remain in full force and effect for an initial term of one (1) year commencing on the Effective Date (the "Initial Term") unless earlier terminated in accordance with the terms hereof will automatically renew for fifty (50) additional terms of one (1) year each (each, a "Renewal Term" and collectively with the Initial Term, the "Term") so long as the Licensor receives from the Licensee payment of a renewal fee (the "Renewal Fee") in the amount of \$10,000 for each Renewal Term at least one day before the first day of each Renewal Term, which Renewal Fee shall be paid to the Licensor by way of certified cheque, bank draft, or wire transfer. If the Licensor does not receive the Renewal Fee at least one day before the first day of the next Renewal Term, this Agreement will terminate on the last day of the previous Renewal Term.

## **11. PATENT AND TRADE-MARK LITIGATION**

**11.1** Initiation. With respect to any infringement of the patents, copyrights or trade-marks, whether registered or not, included in the Licensed Rights, the Licensee shall have the right to prosecute in its own name and at its own expense any infringement of such patent, so long as there are no other licensees of the Licensed Rights, and the Licensor may provide a written request to the Licensee to do so. The Licensee shall notify the Licensor promptly of each infringement of such patents, copyrights or trade-marks of which the Licensee is or becomes aware. Before the Licensee commences an action with respect to any such infringement, the Licensee shall give careful consideration to the view of the Licensor in making its decision whether or not to sue.

### **11.2** Action

- (a) If the Licensee elects to commence an action as described above, the Licensor may, to the extent permitted by law, elect to join as a party in that action. Regardless of whether the Licensor elects to join as a party, the Licensor shall cooperate fully with the Licensee in connection with any such action.
- (b) If the Licensor elects to join as a party pursuant to subparagraph (a), the Licensor shall jointly control the action with the Licensee.
- (c) The Licensee shall reimburse the Licensor for any costs the Licensor incurs, including reasonable attorney's fees, as part of an action brought by the Licensee, irrespective of whether the Licensor becomes a co-plaintiff.
- (d) No settlement, consent judgement or other voluntary final disposition of the suit may be entered into by the Licensee without the prior written consent of the Licensor, regardless of whether the Licensor elected to join the action as a party.

**11.3** Expenses and proceeds of litigation. Recoveries or reimbursements from actions commenced pursuant to this Article 11 shall first be applied to reimburse the Licensee and the Licensor for litigation costs. Any remaining recovering or reimbursements shall be kept wholly by the Licensee if the Licensor did not join the action as a party, and

equally by the Licensee and the Licensor if the Licensor elected to join the action as a party.

- 11.4 Licensor's right to sue. If Licensee fails to commence suit on a substantial infringement of the patents, copyrights, or trade-marks included in the Licensed Rights hereunder within sixty (60) days after the receipt of Licensor's written request to do so, the Licensor shall have the right to bring and prosecute such suit(s) at its sole cost and expense through attorneys of its selection, in its own name, and all sums received or recovered by the Licensor in or by reason of such suits shall be retained by the Licensor. The Licensee shall cooperate fully with the Licensor in connection with any such action.
- 11.5 Action Against Licensee. If a declaratory judgment action is brought naming the Licensee as a defendant and alleging invalidity of any of the Licensed Rights, the Licensor may elect to take over the sole defence of the action at its own expense. The Licensee shall cooperate fully with the Licensor in connection with any such action.

## 12. PATENT FILINGS AND PROSECUTING

- 12.1 Licensor shall pay future costs of the prosecution of the patent applications pending as set forth in Schedule A which are reasonably necessary to obtain a patent. Furthermore, Licensor will pay for the costs of filing, prosecuting and maintaining foreign counterpart applications to such pending patent applications.
- 12.2 Licensee shall own improvements that it makes on the patents included in the Licensed Rights. Licensee shall pay future costs of preparation, filing, prosecuting and maintenance of patents and applications on patentable improvements that it makes on the patents included in the Licensed Rights.
- 12.3 Preparation and maintenance of patent applications and patents undertaken at Licensee's cost shall be performed by patent attorneys selected by Licensee; and due diligence and care shall be used in preparing, filing, prosecuting, and maintaining such applications on patentable subject matter. Both parties shall review and approve any and all patent related documents.
- 12.4 Licensee shall have the right, on thirty (30) days' written notice to Licensor, to discontinue payment of its share of the prosecution and/or maintenance costs of any of said patents and/or patent applications. Upon receipt of such written notice, Licensor shall have the right to continue such prosecution and/or maintenance on its own name at its own expense in which event the License shall be automatically terminated as to the subject matter claimed in said patents and/or applications.
- 12.5 Notwithstanding the foregoing paragraph of this Article 12, Licensee's obligations under such paragraphs shall continue only so long as Licensee continues to have a License under the Licensed Rights.

**13. MISCELLANEOUS**

13.1 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.

13.2 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).

13.3 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.

13.4 Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and be effectively given if delivered personally, sent by prepaid private courier or sent by registered mail to the following:

If to the Licensor:           Glance Pay Inc.  
  #200 – 1238 Homer Street  
  Vancouver, BC V6B 2Y5  
  
  Attention: Desmond Griffin

If to the Licensee:           Cannapay Financial Inc.  
  #200 – 1238 Homer Street  
  Vancouver, BC V6B 2Y5  
  
  Attention: Penny Green

Any notice delivered personally or sent by courier service shall be deemed to have been received at the time it is delivered, and any notice sent by registered mail shall be deemed to have been received three (3) business days following the sending.

13.5 Currency. All references to currency are in the lawful money of Canada unless otherwise specified.

13.6 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 the Licensor nor the Licensee may assign or transfer its rights and obligations under this Agreement without the prior written consent of the other party, save for the Licensee's right to Sublicense this Agreement to a sublicensee.

organizations having a need to know, and to furnish assurances to the other party that such persons understand this duty on confidentiality.

13.10 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.

***Signed by the Licensor***

**GLANCE PAY INC.**

By: *“Desmond Griffin”*

Name: Desmond Griffin

Title: CEO

***Signed by the Licensee***

**CANNAPAY FINANCIAL INC.**

By: *“Penny Green”*

Name: Penny Green

Title: President & CEO

**Schedule A**  
**Licensed Patents**

<b>Patent Description</b>	<b>Patent No. or Application No.</b>	<b>Date of Patent Application</b>	<b>Owner / Applicant</b>	<b>Jurisdiction</b>
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

Licensed Trademarks

1.

Country/Region	Trade-mark	Mark Type	Application No.	Application Date	Jurisdiction
Canada	GLANCE PAY	Trade-mark	1801436	September 21, 2016	Canada

2.

