

CONSULTING AGREEMENT

THIS AGREEMENT is dated effective April 8, 2019 (the "Effective Date").

BETWEEN:

FIRST RESPONDER TECHNOLOGIES INC., a company incorporated pursuant to the laws of British Columbia

("Company")

AND:

LYLE MCLENNAN, an individual, with a principal residence at 1605 - 1438 Richards Street, Vancouver, BC, V6Z 3B8

(the "Consultant")

WHEREAS:

- (A) The Company is a technology company focused on developing short acting pepper spray and first aid treatment products for police, military and emergency response markets worldwide (the "Business"); and
- (B) The Consultant will provide the services of Capital Advisor throughout the term of this Agreement in order to fulfil its obligations hereunder;

NOW THEREFORE in consideration of the premises and mutual agreements set out below, the Company and the Consultant (collectively, the "Parties" and each a "Party") and agree as follows:

1. Term

1.1 The term of this Consulting Agreement (the "Agreement") commences from the Effective Date and will remain in force for a period of six (6) months, unless terminated by written notice at least thirty (30) days in advance by either Party. The Agreement may be renewed by mutual written agreement of the Parties hereto.

2. Position and Services

2.1 Subject always to the general control and direction of the Board of Directors of the Company, the Consultant will act and be retained to act, during the term of this Agreement, as a Consultant to the Company or any affiliates of the Company, pursuant to the terms and conditions contained herein and as further particularized in this §2.

2.2 The Consultant agrees he will devote his best efforts, skills and attention to the performance of his duties and responsibilities in respect of the offices of the Company or any of its affiliates to which he is appointed (the parties' expectation is that the Consultant will devote approximately 5 hours per week to such performance).



2.3 The Consultant will comply with all applicable statutes and regulations and the lawful requirements and directions of any governmental authority having jurisdiction with respect to the Services (as defined below) he provides including the obtaining of all necessary permits and licences.

2.4 The Consultant will refer to the Board of Directors of the Company on all matters and transactions in which a real or perceived conflict of interest between the Consultant and the Company or any of its affiliates may arise.

2.5 The Consultant is hereby appointed to the position of Capital Advisor of the Company and will perform those duties and responsibilities normally and reasonably associated with the position together with such other duties and responsibilities as may from time to time be assigned by the Company to the Consultant that are commensurate with such position (the "Services"). The Consultant acknowledges and agrees that:

- (a) the engagement under this Agreement is conditional upon the Consultant receiving and maintaining throughout the term of this Agreement all required regulatory and governmental licences and approvals of various jurisdictions including, but not limited to, the Canadian Securities Exchange (the "CSE") (or any successor stock exchange);
- (b) the Consultant will perform the Services on behalf of the Company and its affiliates, accordingly, in this Agreement the term "Company" means First Responder Technologies Inc. (British Columbia) and all of its affiliates;
- (c) the Consultant will devote his time as Capital Advisor to the business and affairs of the Company;
- (d) in the course of performing the Services, the Consultant may be required to travel;
- (e) the Consultant may be appointed to other management positions within the Company; and
- (f) the Consultant shall, immediately after the Effective Date, begin to contact securities brokers, investment dealers, institutions, institutional investors, financial intermediaries and previously established contacts of the Consultant, as applicable, with the aim of raising \$6,000,000 and acquiring additional partners in the capital markets on behalf of the Company.

3. Performance

3.1 The Consultant will perform the Services in a competent and efficient manner and in compliance with all the policies of the Company, and will carry out all lawful instructions and directions from time to time given to the Consultant from the Company.

4. Reporting Procedures

4.1 The Consultant will report to such office or position as directed from time to time by the Company. The Consultant will fully report on the management, operations and business affairs of the Company and advise to the best of the Consultant's ability and in accordance with reasonable business standards on business matters that may arise from time to time during the term of this Agreement.



5. Consultant's Fees and Other Benefits

5.1 In consideration of the Services, the Company will pay the Consultant a monthly fee of CAD\$6,000 (the "Base Fee") payable in arrears, beginning on the Effective Date and ending on the termination hereof. The Base Fee will be payable monthly at the end of each month. The Company will review the Base Fee payable to the Consultant from time to time during the term of this Agreement and issue bonuses depending on the performance by the Consultant of the Services and having regard to the financial circumstances of the Company.

5.2 The Company will pay the Consultant an additional fee of CAD\$200 per hour for each hour devoted by the Consultant to performing the Services in excess of 5 hours in any 1 week, up to a maximum of 35 hours per week.

5.3 For all capital raised directly by the Consultant for the Company, a bonus of two (2%) to four (4% on non brokered) percent of the net amount of capital raised shall be paid to the Consultant as a cash bonus over a period of time as approved by the Board of Directors but not less than annually. The Company may, at the sole discretion of the Company, pay additional bonuses to the Consultant based on the Consultant's business development success.

5.4 The Company and the Consultant acknowledge and agree that all payments by the Company under this Agreement (including the Base Fee) will not include any deductions and the Consultant shall be responsible for remitting any taxes payable and also for his own health and insurance benefits.

5.5 As soon as practicable after the Effective Date, the Company shall issue to the Consultant 100,000 common shares in the capital of the Company.

5.6 The Consultant shall be entitled to participate in the Company's share option plan (the "Plan") or any successors thereto. All grants of stock options made to the Consultant shall be made in accordance with and subject to the terms of the Plan and a separate agreement or commitment evidencing the options to be entered into concurrently with this Agreement. Subject to CSE approval, the Company agrees to grant the Consultant 300,000 options exercisable for three years from the date of grant at an exercise price of CAD\$0.50 per common share without any vesting restrictions. Any subsequent grant of any stock options will be made at the discretion of the Company's board of directors.

6. Expenses

6.1 The Company will provide the Consultant with an initial cash advance of CAD\$1,000 to be used for all reasonable travel and other out-of-pocket expenses actually incurred by the Consultant directly related to the performance of the Services. Once the cash advance amount has been fully utilized, the executive will provide all required receipts, and the Company will provide an additional CAD\$1,000 advance, which will then be drawn down and receipts provided, which process is to be repeated as often as required going forward. [NTD: Company to confirm amounts]

7. Termination

Definitions

7.1 In this Agreement:

(a) **“Good Reason”** means the occurrence of any of the following without the Consultant’s written consent:

- (i) a material adverse change in the Consultant’s position or duties,
- (ii) a reduction by the Company of the Consultants’ Base Fee, or
- (iii) any material breach by the Company of any provision of this Agreement where the Company within a reasonable period of time after receipt of written notice of such breach fails to rectify the breach; and

(b) **“Just Cause”** means any act, omission, behaviour, conduct or circumstance of the Consultant that constitutes just cause for termination at common law including, but not limited to, any of the following:

- (i) cause related to fraud, dishonesty, illegality, breach of statute or regulation or gross incompetence,
- (ii) any material breach by the Consultant of a provision of this Agreement,
- (iii) if there is a failure on the part of the Consultant to perform the material duties of the Consultant’s position in a competent and professional manner,
- (iv) if the Consultant is convicted of a criminal offence,
- (v) if the Consultant or any member of his family makes any personal profit arising out of or in connection with a transaction to which the Company is a Party or with which it is associated without making disclosure to and obtaining the prior written consent of the Company,
- (vi) if the Consultant breaches his fiduciary duty to the Company, including the duty to act in the best interest of the Company,
- (vii) if the Consultant is declared bankrupt by a court of competent jurisdiction, or
- (viii) if the Consultant disobeys reasonable instructions given by the Board of Directors of the Company in the course of the Services performed by the Consultant that are not inconsistent with the Consultant’s management position.

Termination for Just Cause

7.2 The Company may terminate the Services summarily, without any notice or any payment in lieu of notice for Just Cause.

Voluntary Termination by the Consultant

7.3 The Consultant may terminate the Services for any reason by providing 30 days’ notice in writing to the Company. The Company may waive or abridge any notice period specified in such notice, in its absolute discretion.



Death of Principal or wind up of Consultant

7.4 This Agreement will terminate upon the death of the Consultant.

Voluntary Termination by the Company

7.5 The Company may terminate the Services for any reason by providing 30 days' notice in writing to the Consultant. The Consultant may waive or abridge any notice period specified in such notice, in its absolute discretion.

Payments in the Event of Termination Without Just Cause

7.6 If this Agreement is terminated by the Company other than for Just Cause or if this Agreement is terminated by the Consultant for Good Reason, then the Company will pay to the Consultant an amount equal to one (1) times the Base Fee in effect at the date of termination for each complete year of Consultant service hereunder.

7.7 When calculating the payments in §7.5 the Company will calculate the years of service using a start date of the Effective Date.

Return of Materials

7.8 All documents and materials in any form or medium including, but not limited to, files, forms, brochures, books, correspondence, memoranda, manuals and lists (including lists of customers, suppliers, products and prices), all equipment and accessories including, but not limited to, computers, computer disks, software products, cellular phones and personal digital assistants, all keys, building access cards, parking passes, credit cards, and other similar items pertaining to the business of the Company that may come into the possession or control of the Consultant will at all times remain the property of the Company. On termination of this Agreement for any reason, the Consultant agrees to deliver promptly to the Company all property of the Company in the possession of the Consultant or directly or indirectly under the control of the Consultant. The Consultant agrees not to make for the Consultant's personal or business use or that of any other party, reproductions or copies of any such property or other property of the Company.

8. Confidentiality

8.1 The Consultant acknowledges and agrees that:

(a) in the course of performing the Consultant's duties and responsibilities hereunder, the Consultant has had and will continue in the future to have access to and has been and will be entrusted with detailed confidential information and trade secrets (printed or otherwise) concerning past, present, future and contemplated products, services, operations and marketing techniques and procedures of the Company, including, without limitation, information relating to the identity of, addresses, preferences, needs and requirements of past, present and prospective clients, customers, suppliers and employees of the Company (collectively, "Trade Secrets"), the disclosure of any of which to competitors of the Company or to the general public, or the use of same by the Consultant or any competitor of the Company would be highly detrimental to the interests of the Company;

(b) in the course of performing the Consultant's duties hereunder, the Consultant has been, and will continue in the future to be, a representative of the Company to its customers, clients and suppliers and



as such has had and will continue in the future to have significant responsibility for maintaining and enhancing the goodwill of the Company with such customers, clients and suppliers and would not have, except by virtue of the Consultant's position with the Company, developed a close and direct relationship with the customers, clients and suppliers of the Company;

(c) the Consultant, as an officer of the Company, owes fiduciary duties to the Company, including the duty to act in the best interests of the Company; and

(d) the right to maintain the confidentiality of the Trade Secrets, the right to preserve the goodwill of the Company and the right to the benefit of any relationships that have developed between the Consultant and the customers, clients and suppliers of the Company by virtue of the Consultant's position with the Company constitute proprietary rights of the Company, which the Company is entitled to protect.

8.2 In acknowledgement of the matters described above and in consideration of the payments to be received by the Consultant pursuant to this Agreement, the Consultant hereby agrees, at any time subsequent to the Effective Date, not to directly or indirectly disclose to any person or in any way make use of (other than for the benefit of the Company), in any manner, any of the Trade Secrets, provided that such Trade Secrets will be deemed not to include information that is or becomes generally available to the public other than as a result of disclosure directly or indirectly by the Consultant.

9. Disclosure

9.1 During the term of this Agreement, the Consultant will promptly disclose to the Board of Directors of the Company full information concerning any interest, direct or indirect, of the Consultant (as owner, shareholder, partner, lender or other investor, director, officer, employee, consultant or otherwise) or any member of his family in any business that is reasonably known to the Consultant to purchase or otherwise obtain services or products from, or to sell or otherwise provide services or products to the Company or to any of its suppliers or customers.

10. Indemnification

10.1 The Parties (each an "**Indemnifying Party**") hereby agree to indemnify and save harmless the other Party, including, where applicable, their respective subsidiaries and Affiliates, and each of their respective directors, officers, employees and agents (the "**Indemnified Party**"), from and against any and all liabilities, actions, proceedings, claims, demands, losses, damages and costs, including reasonable legal costs and expenses (collectively, "**Claims**"), brought or made against, or incurred by, the Indemnified Party, or any one of them, arising out of any breach by the Indemnifying Party of any provision of this Agreement.

10.2 Each Party acknowledges that the Indemnifying Party will be given complete authority for the defence or settlement of Claims indemnified hereunder, on the understanding that, in all events, the Indemnified Party will have the right (at its own expense) to participate in such defence or compromise through counsel of its choosing.

10.3 An Indemnifying Party's obligations to provide an indemnity hereunder will be conditional upon (a) the Indemnified Party notifying the Indemnifying Party as soon as reasonably practicable after receiving notice of a Claim, (b) the Indemnified Party providing such information and assistance as reasonably requested by the Indemnifying Party, and (c) the Indemnified Party not compromising or settling the Claim without the

Indemnifying Party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed

11. General

Entire Agreement

11.1 This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether oral or written and whether express or implied, between the parties hereto.

Notices

11.2 Any notice to be given under this Agreement will be in writing and will be duly and properly given if delivered by hand or by registered or certified mail, at the address for the intended recipient as set forth in this Agreement, or at such other address as such Party may designate by notice to the other parties pursuant to this section. Any notice will be deemed to be received when delivered at the address specified in this section or on the fifth business day following the date on which such communication is posted, whichever occurs first.

Governing Law

11.3 This Agreement and its application and interpretation will be governed exclusively by the laws of British Columbia and the laws of Canada applicable in British Columbia.

Severability

11.4 If any provisions of this Agreement will be construed or held to be unenforceable, such provisions will not affect the enforceability of the remaining sections and provisions of this Agreement.

Survival

11.5 The provisions of §8.1, and §8.2 will survive any termination of this Agreement.

Independent Legal Advice

11.6 The Consultant hereby acknowledges that it has had the opportunity to obtain independent legal advice regarding this Agreement and has either obtained such advice or has waived its right to obtain such advice.

Collection and Use of Personal Information

11.7 The Consultant acknowledges that the Company will collect, use and disclose personal information of the Consultant for business related purposes. The Consultant consents to the Company collecting, using and disclosing personal information of the Consultant for business related purposes in accordance with the privacy policy of the Company.



Assignment

11.8 This Agreement will not be assigned by any Party hereto; provided however, that any change or changes in the name, authorized share structure or any amalgamation of the Company with any other company will not be or be deemed to be an assignment by the Company hereunder.

Construction

11.9 In this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- (a) a reference to the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Agreement so designated;
- (b) the headings are for convenience only, 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 of its provisions;
- (c) the words “**herein**”, “**hereof**”, and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, sub clause or other subdivision;
- (d) the word “**including**”, when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as “**without limitation**” or “**but not limited to**” or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;
- (e) a reference to currency means Canadian currency unless otherwise indicated;
- (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 any statute or regulation that supplements or supersedes such statute or regulations;
- (g) a reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity; and
- (h) 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.

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Counterparts

11.10 This Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

FIRST RESPONDER TECHNOLOGIES INC.

Per: 
Kal Malhi-Chairman

Signed and Delivered by **LYLE MCLENNAN** in the presence of:)

_____))

Witness (Signature)

_____) **LYLE MCLENNAN**

_____))

Name (please print)

Counterparts


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

FIRST RESPONDER TECHNOLOGIES INC.

Per: 
Kal Malhi-Chairman

Signed and Delivered by **LYLE MCLENNAN** in the presence of:


Witness (Signature)
Emily McLennan.
Name (please print)

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LYLE MCLENNAN