

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this "Amendment") is made effective the 1st day of July, 2019 (the "Effective Date"),

BETWEEN:

FIRST RESPONDER TECHNOLOGIES INC. a company incorporated under the laws of the Province of British Columbia, with an office at 915 – 700 West Pender Street, Vancouver, BC V6C 1G8 (the "Company")

AND:

DR. MARK WILLIAMS, an individual with a principal residence at 31 Bunton Court , Winnipeg, Manitoba, Canada, R3X 1K4 (the "Consultant").

WHEREAS:

- A. The Company and the Consultant (together, the "Parties", and each, a "Party") entered into a consulting agreement dated effective July 1, 2018 (the "Consulting Agreement"), pursuant to which the Consultant agreed to provide certain services to the Company; and
- B. The Parties wish to amend the Consulting Agreement in accordance with the terms and conditions set out herein.

NOW THEREFORE, in consideration of the premises and mutual covenants that follow and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties agree as follows:

1. Any capitalized terms used in this Amendment and the recitals hereto and not specifically defined herein have the meanings ascribed to them in the Consulting Agreement.
2. The Consulting Agreement is hereby amended by:
 - (a) deleting Section 4.1 and replacing it with:

"4.1 Consulting Fee. The Company agrees to pay the Consultant monthly cash compensation in the amount of \$1,000 plus GST, if applicable, referred to hereinafter as the ("**Compensation**"), to be paid monthly in advance. The Company shall review the Compensation annually, at which time it may increase but not decrease, all in accordance with general compensation increases for the Company's executives and as appropriate in light of the performance of the Consultant and the Company.
3. Except as amended hereby, all other definitions, terms, and conditions of the Consulting Agreement will remain in full force and effect without change.
4. This Amendment will operate as an amendment to the Consulting Agreement, and together with the Consulting Agreement constitutes the entire agreement between the Parties hereto, and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether

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oral or written, express or implied, statutory or otherwise between the Parties, with respect to the subject matter of this Amendment.

5. No Party may assign any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party. Any attempted assignment by a Party in violation of this Amendment shall be null, void, and without effect.

6. This Amendment and everything herein contained shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7. Each Party to this Amendment will use all reasonable efforts to give full effect to the transactions contemplated herein, and will execute and deliver all such further documents and instruments and do all such further acts and things as the other Party reasonably requests to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Amendment.


8. This Amendment may be executed by the Parties in one or more counterparts and may be delivered by facsimile or PDF via email, each of which when delivered will be deemed to be an original, and all of which will together constitute one and the same Amendment, and notwithstanding the date of execution, will each be deemed to bear the date first above written.

[Signature Page Follows]

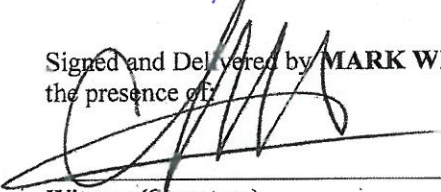
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IN WITNESS WHEREOF the Parties have caused this Amendment to be duly executed as of the Effective Date.

FIRST RESPONDER TECHNOLOGIES INC.

By: 
Authorized Signatory
MICHAEL MARONA, CFO

Signed and Delivered by **MARK WILLIAMS** in
the presence of)
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Witness (Signature)
CHRISTOPHER J. MORAN
Name (please print)


MARK WILLIAMS

