

**ASSIGNMENT AND AMENDMENT
TO THE AGREEMENT FOR MOBILE COMMERCE SERVICES**

This Assignment and Amendment (the “Amendment”) is made with effect _____ (the “Amendment Effective Date”) between PayByPhone Technologies Inc. (“PayByPhone”), PayByPhone US Inc. (“PayByPhone US”), and the City of San Mateo (“City”).

WHEREAS:

- A. PayByPhone and the City entered into the Cooperation and Service Agreement as of October 28, 2020 (the “Agreement”), for the provision of mobile commerce services at parking facilities and metered stalls owned and/or managed by the City;
- B. PayByPhone wishes to assign all of its rights, interests, and obligations in and to the Agreement to its wholly owned State of Delaware subsidiary, PayByPhone US, and PayByPhone US wishes to assume all of such rights, interests, and obligations.
- C. Pursuant to Section 13 of the Agreement, the Agreement cannot be assigned by PayByPhone without the prior written consent of the City; and
- D. The City wishes to consent to the assignment of the Agreement and the parties wish to amend the Agreement as set out herein with such amendments to be made effective as of the Amendment Effective Date;

THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PayByPhone, PayByPhone US and City hereby agree as follows:

1. **Assignment and Assumption.** As of the Amendment Effective Date, PayByPhone shall assign to PayByPhone US and PayByPhone US shall assume all rights, interests, and obligations of PayByPhone under the Agreement. On such assignment and assumption, Client releases PayByPhone from any and all obligations under the Agreement and from any and all claims arising after the Amendment Effective Date. All references in the amended Agreement to “Contractor” will be read as references to PayByPhone US Inc. only. In the following limited circumstances, “Contractor” will also include PayByPhone Technologies Inc.:
 - a. To extend the Client’s obligations in sections 7 and 8 of the Agreement to cooperate in protecting intellectual property from unauthorized use and confidential information from disclosure to the intellectual property and confidential information of both PayByPhone and PayByPhone US.

The parties acknowledge that, following the Amendment Effective Date, where necessary, PayByPhone US will utilize PayByPhone’s systems and technologies and will provide services under the amended Agreement under a license from PayByPhone.

2. **Deliverables for Assignment.** If required under the Agreement, PayByPhone US will, within a reasonable time following execution of this Amendment, deliver evidence of insurance coverage and business registrations to Client in the same or substantially similar form as the evidence PayByPhone provided prior to this Amendment.
3. **Force and Effect.** Except as set forth in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
4. **Priority Order.** In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

5. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

City of San Mateo

PayByPhone Technologies Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

PayByPhone US Inc.

Signature: _____

Name: _____

Title: _____

Notice Address:
c/o PayByPhone Technologies Inc.
#403 – 1168 Hamilton St.
Vancouver, British Columbia, V6B 2S2

With a copy to: legal@paybyphone.com