THIS AMENDING AGREEMENT made as of the 6th day of March, 2017

A M O N G:

TIO NETWORKS CORP.,
a corporation incorporated under the laws of British Columbia, Canada

(the "**Company**")

- and -

PAYPAL, INC.,
a Delaware corporation

("**Parent**")

- and -

TAHOE ACQUISITION ULC,
an unlimited liability company organized under the laws of British Columbia, Canada

("**Purchaser**").

WHEREAS the Company, Parent, and Purchaser entered into an arrangement agreement dated as of February 14, 2017 (the "**Arrangement Agreement**"), pursuant to which, among other things, the Parties agreed to effect a statutory arrangement under the laws of the Province of British Columbia, Canada on and subject to the terms and conditions contained therein;

AND WHEREAS the parties wish to amend the Arrangement Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the parties hereto agree to amend the Arrangement Agreement as provided herein:

Section 1 General

In this Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Arrangement Agreement (including as amended by this Amending Agreement).

Section 2 To be Read with Arrangement Agreement

This Amending Agreement is an amendment to the Arrangement Agreement. Unless the context of this Amending Agreement otherwise requires, the Arrangement Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Arrangement Agreement and this Amending Agreement were contained in one agreement. The term "**Agreement**" when used in the Arrangement Agreement means the Arrangement Agreement as amended, supplemented or modified from time to time (including as amended by this Amending Agreement).

Section 3 <u>Amendments</u>

(a) The definition of "Consideration" in Exhibit A to the Arrangement Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

""Consideration" shall mean the consideration to be received by the Shareholders pursuant to the Plan of Arrangement as consideration for their Company Common Shares being an amount equal to (i) CAD$3.35 in cash per Company Common Share, without interest, minus (ii) an amount equal to (A) the aggregate cash amount (if any) of any dividend or distribution paid to the Shareholders prior to the Effective Time, divided by (B) the number of issued and outstanding Company Common Shares as of immediately prior to the Effective Time, and subject to any other adjustment pursuant to Section 1.9 of the Arrangement Agreement."

(b) The definition of "Consideration" in Section 1.1 of the Plan of Arrangement which is attached as Exhibit B to the Arrangement Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

""Consideration" means the consideration to be received by the Shareholders pursuant to the Plan of Arrangement as consideration for their Company Common Shares being an amount equal to (i) CAD$3.35 in cash per Company Common Share, without interest, minus (ii) an amount equal to (A) the aggregate cash amount (if any) of any dividend or distribution paid to the Shareholders prior to the Effective Time, divided by (B) the number of issued and outstanding Company Common Shares as of immediately prior to the Effective Time, and subject to any other adjustment pursuant to Section 1.9 of the Arrangement Agreement."

(c) Section 1.9 of the Arrangement Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

"1.9 <u>Adjustments to Consideration</u>. Notwithstanding anything in this Agreement to the contrary, if, between the date of this Agreement and the Effective Time, (i) the issued and outstanding Company Common Shares or securities convertible or exchangeable into or exercisable for Company Common Shares, shall have been changed into a different number of shares or a different class by reason of any reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization or other similar transaction, or if a record date therefor shall be declared during such period, or (ii) any dividend is declared or paid on Company Common Shares issued and outstanding after the date hereof and prior to the Effective Time, then, in each case, the Consideration and any other dependent items shall be equitably adjusted and as so adjusted shall, from and after the date of such event, be the Consideration or other dependent item.";

(d) Section 1.10 of the Arrangement Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

"1.10 Taxation of Company Options. The Parties acknowledge that no deduction will be claimed by the Company in respect of any payment made to a holder of Company Options in respect of the Company Options pursuant to the Plan of Arrangement, or a surrender of Company Options to the Company during the Pre-Closing Period, who is a resident of Canada or who is employed in Canada (both within the meaning of the Tax Act) in computing the Parties' income for purposes of the Tax Act, and the Company shall: (i) where applicable, make an election pursuant to subsection 110(1.1) of the Tax Act in respect of the cash payments or payments in Company Common Shares made in exchange for the surrender of Company Options, and (ii) provide evidence in writing of such election to holders of Company Options."; and

(e) Sections 4.2(b)(i), (ii) and (iii) of the Arrangement Agreement are hereby amended by deleting such Sections in their entirety and replacing them with the following:

"(i) declare, accrue, set aside or pay any distribution payable in cash, stock, property or otherwise, as a distribution of share capital, or repurchase, redeem or otherwise reacquire any share capital or other securities, other than to repurchase, in compliance with applicable Legal Requirements, restricted Company Common Shares held by an employee upon the termination of such employee's employment or enter into any agreement with respect to the voting of its capital stock;

(ii) sell, issue, grant or authorize the sale, issuance or grant of: (A) any share of capital stock or other security; (B) any option, call, warrant or right to acquire any share of capital stock or other security; or (C) any instrument convertible into or exchangeable for any share of capital stock or other security (except that the Company may issue Company Common Shares upon the valid exercise of Company Options, or on the surrender of vested Company Options for Company Common Shares, that were outstanding as of the date of this Agreement);

(iii) amend or waive any of its rights under, or accelerate, permit the acceleration of, or interpret the Company Option Plan or any Contract evidencing any Company Option to require the acceleration of, vesting under, any provision of the Company Option Plan or any provision of any Contract evidencing any outstanding Company Option, or otherwise modify any of the terms of any outstanding option, warrant or other security or any related Contract (except that the Company may permit the surrender of vested Company Options for Company Common Shares with a value equal to the in-the-money amount of the surrendered vested Company Options);".

Section 4 No Other Amendments, Waivers or Consents

(a) Except as expressly amended, waived or consented to herein, the Arrangement Agreement, as well as any document or agreement entered into between the parties in connection thereto shall be unmodified and shall continue to be in full force and effect in accordance with their terms.

(b) The Arrangement Agreement shall be deemed to be amended as of and from the date hereof.

(c) All provisions of the Arrangement Agreement, as amended by this Amending Agreement, are hereby ratified and confirmed and shall continue in full force.

Section 5 Counterparts

This Amending Agreement may be executed in any number of separate counterparts and by facsimile or pdf copy, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6 Severability

If any term or provision of this Amending Agreement or the application thereof to any party or circumstance shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and provisions of this Amending Agreement shall not in any way be affected or impaired thereby, and the affected term or provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Amending Agreement.

Section 7 Governing Law

This Amending Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. In any action between any of the Parties arising out of or relating to this Amending Agreement, each of the Parties: (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of any court located in Vancouver, British Columbia, Canada; (b) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from such court; (c) agrees that it will not bring any such action in any court other than the courts located in Vancouver, British Columbia, Canada; and (d) agrees that an order, writ, injunction or judgment of such court may be enforced against a Party or its assets wherever they may be found and that a judgment upon such an order, writ, injunction or judgment may be entered, and entry thereof shall not be contested, in any court having jurisdiction thereof.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement.

PAYPAL, INC.,
a Delaware corporation

By: /s/ *Jeremy Jonker*
Name: Jeremy Jonker
Title: VP, Corporate Development

TAHOE ACQUISITION ULC,
a British Columbia unlimited liability company

By: /s/ *Jason Young*
Name: Jason Young
Title: Director

TIO NETWORKS CORP.,
a British Columbia corporation

By: /s/ *Hamed Shahbazi*
Name: Hamed Shahbazi
Title: Chief Executive Officer