THIS **CONSULTING AGREEMENT** made the 1st day of April 2018 (the "**Effective Date**").

BETWEEN:

PATRIOT ONE TECHNOLOGIES INC., a company having its registered office at 400 – 725 Granville St., Vancouver, BC V7Y 1G5

Email: info@patriot1tech.com

(the "**Company**")

AND:

MARTIN CRONIN, a businessman having an address at 5035 France Court, Kelowna, B.C. V1W 4M4

Email: martinc@patriot1tech.com

(the "**Consultant**")

WHEREAS:

A. The Company is engaged in the development and commercialization of a system to detect on-body concealed weapons using radar technologies;

B. The Consultant has the qualifications and expertise to provide the services described in section 2.1 of this Agreement (the "**Services**");

C. The Consultant is a director of the Company, and is engaged as the Company's Chief Executive Officer pursuant to a consulting agreement between the Consultant and the Company dated January 1, 2017 (the "**Prior Agreement**"); and

D. The Company wishes to terminate the Prior Agreement and engage the Consultant to provide the Services on an independent contractor basis as the Chief Executive Officer and President of the Company.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, it is agreed between the parties hereto as follows:

1. ENGAGEMENT

1.1 The parties hereby acknowledge and agree that the Prior Agreement is terminated, effective immediately, notwithstanding any notice or termination provisions contained in the Prior Agreement.

1.2 Subject to the terms and conditions of this Agreement, the Company engages the Consultant to provide the Services on an independent contractor basis as the Chief Executive Officer and President of the Company.

1.3 The Consultant's obligation to perform the Services, and the Company's obligations pursuant to this Agreement will commence on the Effective Date and will continue for a term of 33 months from the Effective Date (the “**Term**”) unless earlier terminated in accordance with Article 5.

1.4 At the end of the Term, the parties may renew this Agreement in writing for a further term of 12 months or for any other term to which the parties may agree.

2. SERVICES

2.1 The Consultant will continue to serve as a director of the Company, and use his best efforts to provide the Services, which include, but are not limited to:

(a) all duties customarily performed by a President and Chief Executive Officer of a publicly-held company engaged in a business similar to the Company’s business;

(b) performance of duties, assumption of responsibilities and carrying out such instructions or policies as may reasonably be required of him by the Company from time to time, consistent with his position;

(c) devote sufficient time to the performance of the Services during each year of the Agreement, acknowledging that such duties as President and Chief Executive Officer will usually be performed on business days, but may be performed on weekends and holidays;

(d) report and be responsible to the Company's Board of Directors (the "Board");

(e) consulting on matters related to corporate strategy, corporate development, business alliances, and other Company matters on an as-needed basis; and

(f) advising the Board to the best of his ability and in accordance with reasonable business standards regarding the management, operations and business affairs of the Company, and providing the Board with any reports as the Board may reasonably require regarding such matters.

2.2 The Board shall have the sole and exclusive right to determine the powers, duties and responsibilities of the Consultant, and to evaluate and judge his performance.

2.3 The Consultant shall comply with all policies applying to the Company's senior executives that may reasonably be issued by the Company from time to time. It is agreed that the introduction and administration of such policies are within the sole discretion of the Company. If the Company introduces, amends or deletes such policies as conditions warrant, such introduction, deletion or amendment shall not constitute a breach of this Agreement. If there is a direct conflict between this Agreement and any such policy, this Agreement shall prevail to the extent of the inconsistency.

2.4 The Consultant acknowledges that in his role as the President and Chief Executive Officer, he is an officer and fiduciary of the Company, and as a fiduciary, he will develop and acquire wide experience and knowledge with respect to all aspects in which the Company’s business is conducted. The Consultant agrees to serve the Company in a manner which is consistent with the fiduciary duties owed to the Company. Without limiting the generality of the foregoing, the Consultant shall observe the highest standards of loyalty, good faith, and avoidance of conflicts of duty and self-interest.

2.5 The Consultant will perform the Services in a diligent, professional, and efficient manner to preserve and enhance the Company's corporate image and will faithfully devote the time, effort, and ability necessary to perform the Services.

3. CONSIDERATION

3.1 In consideration of the services to be rendered herein during the initial Term, the Company will pay the Consultant a monthly fee of **CAD$20,000** each month during the Term (the "**Monthly Fee**"), payable on the monthly anniversary of the Effective Date, inclusive of retroactive adjustments to a January 1st 2018 amounting to **CAD $15,000.**

3.2 The Consultant, at the sole discretion of the Board, may be given bonus compensation in the form of cash or incentive stock options on an annual basis.

3.3 The Company shall provide the consultant with reasonable health and wellbeing benefits during the Term, consistent with industry standards.

3.4 The Company will reimburse the Consultant for all travelling and other out-of-pocket expenses actually and properly incurred by him in connection with the provision of the Services. The Consultant will provide the Company with receipts, statements, and vouchers for all expenses along with a brief summary of the business purpose of each expense. Any individual expenses over CAD$1,000 must be approved in advance by the Company.

4. RELATIONSHIP OF THE PARTIES

4.1 The Services to be performed by the Consultant are personal in character and neither this Agreement nor any rights or benefits arising thereunder are assignable by the Consultant. In performing the Services, the Consultant will operate as, and will have the status of, independent consultant and will not act or hold himself out as, or be an agent of, the Company, other than in his capacity as director and officer of the Company.

5. TERMINATION

5.1 Either party may terminate this Agreement without cause at any time by giving sixty (60) days' prior written notice to the other party.

5.2 The Company may terminate this Agreement without prior advance notice on the occurrence of any default by the Consultant by giving written notice to the Consultant specifying the nature of the default. A default will be defined as the occurrence of any one or more of the following, any of which is deemed to be "just cause" for termination of this Agreement by the Company without notice:

(a) the Consultant's continued failure or negligence to perform any of the Services in the manner or within the time required or the continued breach of or default in any of the Consultant's covenants, duties, or obligations seven (7) days after the Company delivers a written demand for substantial performance to the Consultant, which demand specifically identifies the manner in which the Consultant has not performed the Services or the nature of the breach or default;

(b) the Company acting reasonably determines the Consultant or any of his agents (collectively, the "**Consultant's Associates**") have violated the confidentiality of any information as provided for in this Agreement or has become of unsound mind or is declared incompetent to handle their own personal affairs;

(c) any dishonesty or misconduct on the part of the Consultant or any of the Consultant's Associates that materially affects the Company;

(d) the conviction of the Consultant or any of the Consultant's Associates for any crime involving moral turpitude, fraud, or misrepresentation; or

(e) the Consultant becomes bankrupt or makes any arrangement or composition with his creditors.

On termination of this Agreement for any reason, the Consultant will immediately deliver to the Company all data and documents pertaining to the Company or its affiliates (collectively, the "**Companies**") or their business and affairs, including without limitation all correspondence, reports, records, contracts, and data bases related to the Companies, and anything included in the definition of "Confidential Information" set out in Article 7 of this Agreement.

5.3 In the event of termination of this Agreement for any reason, all expenses paid by the Company to the Consultant up to the date of termination shall be forfeited, and the Company shall immediately pay any outstanding expenses payable to the Consultant.

6. CHANGE OF CONTROL

a. In this section, "**Change of Control**" means:

(i) the acquisition, directly or indirectly, by any person or group of persons acting in concert, as such terms are defined in the *Securities Act*, British Columbia, of common shares of the Company which, when added to all other common shares of the Company at the time held directly or indirectly by such person or persons acting in concert, totals for the first time 50% of the outstanding common shares of the Company;

(ii) the removal, by special resolution of the shareholders of the Company, of more than 51% of the then incumbent directors of the Company, or the election of a majority of directors to the Board who were not nominees of the Company's incumbent Board at the time immediately preceding such election; or

(iii) consummation of a sale of all or substantially all of the assets of the Company, or the consummation of a reorganization, merger or other transaction which has substantially the same effect.

b. In the event this agreement is terminated pursuant to Section 5.1 by either the Company or the Consultant within six (6) months following a Change of Control, the Consultant shall be entitled to receive remuneration representing nine (9) months' Monthly Fees, with one additional (1) month's Monthly Fee payable for every completed year of service with the Company starting after the date of this agreement and prior to the Change of Control. For greater certainty, the Consultant shall not be entitled to the foregoing benefits in the event this agreement is terminated pursuant to Section 5.2.

c. The parties acknowledge that the foregoing are the Company's sole obligations in the event that a Change of Control occurs and, within six (6) months of the Change of Control, the Agreement is terminated. For clarity, despite any other sections of this Agreement, the Company will have no further obligations to the Consultant in respect of notice of dismissal or compensation in lieu of notice.

7. NON DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION

7.1 Except as required by law, Consultant will not, at any time during or after the Term of this Agreement, directly or indirectly use, disclose, or take any action which may result in the use or disclosure of, any confidential or proprietary information of the Company, including but not limited to information on the Company's financial condition, results of operations, business and prospects, business plans, strategic planning, business activities, notes, data, memoranda, personnel information about consultants or employees of the Company (or information about other individuals that is in the custody of or under the control of the Company) and any other information, in any form or media, relating to the Company. This information and any information disclosed to Consultant in a context that suggests such information is confidential or proprietary, and any other secret or confidential operational, management, personnel, financial, accounting, marketing or tax information relating to the business or operations of the Company and all other data, documents and other material described in this paragraph, together with the contents of analyses, compilations, notes, records, studies, summaries and other documents derived or generated from or reflecting the Consultant's work with the Company (except any information which has been or hereafter is disclosed generally to the public or is ascertainable from any source available to the public other than as a result of disclosure by the Consultant) are referred to collectively as "**Confidential Information**". Information is not confidential or proprietary hereunder if it lawfully and properly is or becomes generally known outside of the Company, other than through a breach by the Consultant or another person of this Agreement or some other obligation.

8. NON-COMPETITION

8.1 The Consultant covenants and agrees that during the Term and for a period of one (1) year thereafter, regardless of the reason for termination or the party effecting it, he shall not, except as an executive or employee of the Company, whether individually or in partnership or jointly or in conjunction with any person or persons, as principal, agent, shareholder, officer, employee or in any other manner whatsoever, carry on any business, or be engaged or employed in any business, within North America and Europe that competes with the Company.

9. NON-SOLICITATION

9.1 The Consultant covenants and agrees that during the Term and for a period of one (1) year thereafter, he shall not, except as an employee of the Company, whether individually or in partnership or jointly or in conjunction with any person or persons, as principal, agent, shareholder, officer, employee or in any other manner whatsoever:

(a) solicit the customers, clients or suppliers of the Company to transfer their business from the Company to any other person;

(b) seek in any way to persuade or entice any employee of the Company to leave that employment;

(c) receive, accept, or solicit any third party payments or any other form of compensation in relation to any business conducted on behalf of the Company; or

(d) be a party to or abet any such action.

10. INVENTIONS

10.1 In this Agreement, "**Invention**" means any invention, improvement, method, process, advertisement, concept, system, apparatus or design.

10.2 Consultant acknowledges and agrees that every Invention which the Consultant may at any time make, devise or conceive, individually or jointly with others, during the term of his services under this Agreement, whether during the Company's business hours or otherwise, and which relates in any manner to the Company's business or which may be useful to the Company in connection with the Company's business shall belong to, and be the exclusive property of the Company, and the Consultant will make full and prompt disclosure to the Company of every such Invention.

10.3 The Consultant undertakes to assign to the Company, or its nominee, every such Invention and to execute all assignments and other instruments and to do any other things necessary and proper to confirm the Company's right and title in and to every such Invention. The Consultant further undertakes to perform all proper acts within his power necessary or desired by the Company to obtain letters patent, copyright or trade mark in the name of the Company and at the Company's expense for every such Invention in whatever countries the Company may desire, without payment by the Company to the Consultant of any royalty, license fee, price or additional compensation.

10.4 The obligations contained in this Article 10 of this Agreement shall continue beyond the termination of the Consultant's engagement and shall be binding upon the Consultant, and Consultant’s Associates, and the Consultant's assigns, executors, administrators and other legal representatives.

11. INJUNCTIVE RELIEF

11.1 The Consultant acknowledges and agrees that a breach by the Consultant of any of the covenants contained in Articles 7, 8, 9 or 10 of this Agreement would result in irreparable harm to the Company that could not adequately be compensated by way of a damage award. The Consultant agrees that in the event of any such breach, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of Articles 7, 8, 9 or 10 of this Agreement.

11.2 For the avoidance of doubt and notwithstanding anything to the contrary contained herein, Articles 7, 8, 9 and 10 shall survive the termination hereof indefinitely, unless s shorter survival period is set out in the applicable Article, in which case such shorter survival period shall apply.

12. OTHER INTERESTS

12.1 The Company is aware that the Consultant has now and will continue to have financial interests in other companies and businesses and the Company recognizes that these companies and businesses may require a small amount of the Consultant’s time. The

Company agrees that the Consultant may continue to devote time to those outside interests, provided they in no way interfere with the Consultant's performance of the Services or fiduciary duties owed to the Company.

12.2 In the event Consultant becomes aware of any actual or perceived conflict of interest, he shall immediately advise the Company thereof and refrain from providing services on such matter.

13. INDEMNITY

13.1 The Consultant agrees to indemnify and hold harmless the Company and its affiliates, directors, officers, shareholders, employees and agents (the "**Indemnified Parties**", each an "**Indemnified Party**") against any and all losses, claims, damages or liabilities, joint or several, including reasonable attorneys' fees, to which the Indemnified Parties may become subject, arising out of or related to actions taken or not taken in connection with this Agreement or the provision of the Services. In this regard, and without limitation, the Company acknowledges that the Consultant is not responsible for the actions of the parties introduced to the Company by the Consultant or his agents. The Consultant will not be liable under the foregoing to the extent that any loss, claim, damage, liability or expense is the result of an Indemnified Party's gross negligence, bad faith or gross misconduct. If any claim, action, suit or other proceeding is brought against an Indemnified Party, the Company shall promptly notify the Consultant in writing. The failure to give such notice shall not relieve the Consultant of any liability hereunder, except to the extent that the Consultant is prejudiced thereby. The Consultant shall not be liable for any settlement effected without the Consultant's consent, which shall not be unreasonably withheld or delayed.

13.2 The Consultant acknowledges that none of the Indemnified Parties is acting as attorney, accountant, or financial advisor to the Consultant and that the Consultant will seek his own professional advice with respect to matters related hereto.

14. INSURANCE

14.1 The Consultant agrees that the Company may, from time to time, apply for and take out in its own name and at its own expense, life, health, accident, or other insurance that the Company may deem necessary or advisable to protect its interests hereunder; and the Consultant agrees to submit to any medical or other examination necessary for such purposes and to assist and cooperate with the Company in preparing such insurance. The Consultant agrees that it shall have no right, title, or interest in or to such insurance or the proceeds thereof.

15. NOTICES

15.1 All notices, requests, demands and other communications required or permitted hereunder, or desired to be given with respect to rights or interests herein, will be in writing and must be mailed, delivered or sent by e-mail to the parties at their respective addresses or e-mail addresses as set out on the first page hereof. Any such notice will be deemed to have been given, if mailed, seven days following the date of posting; if given by personal delivery, when delivered; and, if given by e-mail, on sender receiving electronic confirmation of the e-mail being sent.

15.2 Any party may at any time give to the other party notice in writing of any change of address of the party giving such notice and from and after the giving of such notice, the address or addresses specified will be deemed to be the address of such party for the purposes of giving notice.

16. FURTHER ASSURANCES

16.1 Each party will at any time and from time to time, on the request of the other, sign and deliver other documents and do other things that the other party may reasonably request to evidence, carry out, and give full effect to the terms, conditions, intent, and meaning of this Agreement.

17. ENUREMENT

17.1 The benefits and obligations of this Agreement may not be assigned by either party; provided, however, that the Company may assign this Agreement to an affiliate of the Company upon notice to the Consultant. Except as aforesaid, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

18. WAIVER

18.1 The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law,

(a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party;

(b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and

(c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving the notice or demand to take further action without notice or demand as provided in this Agreement.

19. SEVERABILITY

19.1 If any provision of this Agreement is determined to be void or unenforceable in whole or in part, that provision will be deemed not to affect or impair the validity of any other provision of this Agreement and the void or unenforceable provision will be severable from this Agreement.

20. ACKNOWLEDGMENT.

20.1 The Consultant acknowledges that:

(a) he has read and understood this Agreement;

(b) Miller Thomson LLP is the solicitor of the Company only and is not protecting the rights or interests of the Consultant;

(c) he has been given an opportunity to obtain independent legal advice concerning this Agreement and the provisions hereof and the interpretation and effect of this Agreement, and by signing this Agreement represents and warrants that it has either obtained advice or voluntarily waived the opportunity to receive same; and

(d) he has entered into this Agreement voluntarily.

21. GOVERNING LAW

21.1 This Agreement will be governed by and construed in accordance with the laws of British Columbia and the parties irrevocably attorn to the courts of British Columbia.

IN WITNESS WHEREOF the parties have signed this Agreement as of the day and year first above written.

PATRIOT ONE TECHNOLOGIES INC.

Per: "*Scott Shepherd*"
Authorized Signatory

"*Martin Cronin*"
MARTIN CRONIN