

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2014

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 333-186415

**LIFELOGGER TECHNOLOGIES CORP.**

(Exact Name of Registrant as Specified in its Charter)

**Nevada**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**45-5523835**  
(I.R.S. Employer  
Identification No.)

**11380 Prosperity Farms Road, Suite 221E, Palm Beach  
Gardens, Florida**  
(Address of Principal Executive Offices)

**33410**  
(Zip Code)

Registrant's telephone number including area code: (561) 515-6928

Not applicable.

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or such shorter period that the registrant was required to submit and post such files. Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

**Applicable Only to Corporate Issuers:**

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Class	Outstanding as of August 8, 2014
Common Stock, \$0.001 par value	81,000,000

LIFELOGGER TECHNOLOGIES CORP.

TABLE OF CONTENTS

	<u>Page</u>
<b><u>PART I - FINANCIAL INFORMATION</u></b>	
<u>Item 1. Financial Statements.</u>	F-1
<u>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.</u>	3
<u>Item 3. Quantitative and Qualitative Disclosures About Market Risk.</u>	5
<u>Item 4. Controls and Procedures.</u>	5
<b><u>PART II - OTHER INFORMATION</u></b>	
<u>Item 1. Legal Proceedings.</u>	6
<u>Item 1A. Risk Factors.</u>	6
<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.</u>	6
<u>Item 3. Defaults Upon Senior Securities.</u>	6
<u>Item 4. Mine Safety Disclosures.</u>	6
<u>Item 5. Other Information.</u>	6
<u>Item 6. Exhibits.</u>	6
<b><u>SIGNATURES</u></b>	7

PART 1 - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

LIFELLOGGER TECHNOLOGIES CORP.  
June 30, 2014 and 2013

Index to Financial Statements

<u>Contents</u>	<u>Page(s)</u>
<a href="#">Balance Sheets as of June 30, 2014 (Unaudited) and December 31, 2013</a>	F-1
<a href="#">Statements of Operations for the Three Months and Six Months Ended June 30, 2014 and 2013 (Unaudited)</a>	F-2
<a href="#">Statement of Stockholders' Equity (Deficit) for the Interim Period Ended June 30, 2014 (Unaudited)</a>	F-3
<a href="#">Statements of Cash Flows for the Six Months Ended June 30, 2014 and 2013 (Unaudited)</a>	F-4
<a href="#">Notes to the Consolidated Financial Statements (Unaudited)</a>	F-5

**LIFELOGGER TECHNOLOGIES CORP.**  
**BALANCE SHEETS**

	June 30, 2014	December 31, 2013
	(Unaudited)	
<b><u>ASSETS</u></b>		
<b>Current Assets:</b>		
Cash	\$ 836	\$ 255
Accounts Receivable	17,000	-
Prepaid expenses	-	412
Total current assets	17,836	667
<b>Total Assets</b>	<b>\$ 17,836</b>	<b>\$ 667</b>
<b><u>LIABILITIES AND STOCKHOLDERS' DEFICIT</u></b>		
<b>Current Liabilities:</b>		
Accounts payable and accrued expenses	\$ 68,377	\$ 2,656
Total current liabilities	68,377	2,656
Total liabilities	68,377	2,656
<b>Commitments and Contingencies</b>		
<b>Stockholders' Deficit:</b>		
Preferred stock par value \$0.001: 5,000,000 shares authorized; none issued and outstanding	-	-
Common stock par value \$0.001: 120,000,000 shares authorized; 81,000,000 issued and outstanding	81,000	81,000
Additional paid-in capital	(26,623)	(26,623)
Accumulated deficit	(104,918)	(56,366)
Total stockholders' deficit	(50,541)	(1,989)
<b>Total Liabilities and Stockholders' Deficit</b>	<b>\$ 17,836</b>	<b>\$ 667</b>

*See accompanying notes to the financial statements.*

**LIFELOGGER TECHNOLOGIES CORP.**  
**STATEMENTS OF OPERATIONS**  
**(UNAUDITED)**

	For the Three Months Ended		For the Six Months Ended	
	June 30, 2014	June 30, 2013	June 30, 2014	June 30, 2013
	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)
<b>Revenue</b>	\$ 93,000	\$ 7,380	\$ 180,000	\$ 14,980
<b>Cost of revenue</b>				
Production costs	15,000	-	50,000	-
Officers' compensation	5,488	7,170	9,425	9,090
Total cost of revenue	20,488	7,170	59,425	9,090
<b>Gross margin</b>	72,512	210	120,575	5,890
<b>Operating Expenses:</b>				
Advertising and Promotion	32,000	-	32,265	-
Consulting - officer	31,103	480	53,410	960
Consulting - other	14,700	-	26,200	-
General and administrative	10,785	3,190	21,802	11,354
Professional fees	7,840	8,760	35,450	13,970
Total operating expenses	96,428	12,430	169,127	26,284
<b>Loss from operations</b>	(23,916)	(12,220)	(48,552)	(20,394)
<b>Income tax provision</b>	-	20	-	476
<b>Net Loss</b>	\$ (23,916)	\$ (12,240)	\$ (48,552)	\$ (20,870)
<b>Net Loss Per Common Share:</b>				
- Basic and Diluted	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.00)
<b>Weighted Average Common Shares Outstanding:</b>				
- Basic and Diluted	81,000,000	54,121,800	81,000,000	52,049,200

*See accompanying notes to the financial statements.*

**LIFELOGGER TECHNOLOGIES CORP.**  
**STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)**  
**FOR THE INTERIM PERIOD ENDED JUNE 30, 2014**  
(Unaudited)

	<b>Common stock par value \$0.001</b>		<b>Additional Paid-in Capital</b>	<b>Accumulated Deficit</b>	<b>Total Stockholders' Equity (Deficit)</b>
	<b>Number of Shares</b>	<b>Amount</b>			
Balance, December 31, 2012	50,000,000	50,000	(45,000)	(246)	4,754
Common stock issued for cash, at \$0.01 per share	31,000,000	31,000			31,000
Forgiveness of advances from former stockholders and accrued compensation - officers			18,377		18,377
Net loss				(56,120)	(56,120)
Balance, December 31, 2013	81,000,000	81,000	(26,623)	(56,366)	(1,989)
Net loss				(48,552)	(48,552)
Balance, June 30, 2014	81,000,000	\$ 81,000	\$ (26,623)	\$ (104,918)	\$ (50,541)

*See accompanying notes to the financial statements.*

**LIFELOGGER TECHNOLOGIES CORP.**  
**STATEMENTS OF CASH FLOWS**

	For the Six Months Ended	
	June 30, 2014 (Unaudited)	June 30, 2013 (Unaudited)
<b>Operating Activities:</b>		
Net loss	\$ (48,552)	\$ (20,870)
<b>Adjustments to reconcile net loss to net cash provided by (used in) operating activities:</b>		
Changes in Operating Assets and Liabilities:		
Prepaid expenses	412	211
Accounts receivable	(17,000)	-
Accounts payable and accrued expenses	65,721	(1,096)
Accrued compensation - officers	-	4,800
<b>Net Cash Provided by (Used in) Operating Activities</b>	<b>581</b>	<b>(16,955)</b>
<b>Financing Activities:</b>		
Proceeds from issuance of common stock	-	31,000
<b>Net Cash Provided by Financing Activities</b>	<b>-</b>	<b>31,000</b>
<b>Net Change in Cash</b>	<b>581</b>	<b>14,045</b>
<b>Cash - Beginning of Reporting Period</b>	<b>255</b>	<b>13,053</b>
<b>Cash - End of Reporting Period</b>	<b>\$ 836</b>	<b>\$ 27,098</b>
<b>Supplemental Disclosure of Cash Flow Information:</b>		
Interest paid	\$ -	\$ -
Income Tax Paid	\$ -	\$ 476

*See accompanying notes to the financial statements.*

**LIFELLOGGER TECHNOLOGIES CORP.**  
**June 30, 2014 and 2013**  
**Notes to the Financial Statements**  
**(Unaudited)**

**Note 1 – organization and operations**

Lifelogger Technologies Corp. (the “Company”) was incorporated under the laws of the State of Nevada on June 4, 2012 under the name Snap Online Marketing Inc. We changed our name effective as of January 31, 2014 in connection with our plans to develop and commercialization a lifelogging camera that involves the process of tracking and sharing personal data. Prior to January 31, 2014 we were engaged in providing a full range of web based marketing services, including web marketing services, social and viral marketing campaigns, search engine optimization consulting, custom web design, website usability consulting and web analytics implementation.

Effective as of January 31, 2014, the Company (i) amended and restated its articles of incorporation to (1) increase the number of authorized shares of common stock from 75,000,000 to 120,000,000, (2) create a class of preferred stock consisting of 5,000,000 shares, the designations and attributes of which were left for future determination by the Company’s board of directors and (ii) effectuated a 10 for 1 stock split of the Company’s issued and outstanding common stock (the “Forward Stock Split”).

**Note 2 – summary of significant accounting policies**

*Basis of Presentation – Unaudited Interim Financial Information*

The accompanying unaudited interim financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) for interim financial information, and with the rules and regulations of the United States Securities and Exchange Commission (“SEC”) to Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. The unaudited interim financial statements furnished reflect all adjustments (consisting of normal recurring accruals) which are, in the opinion of management, necessary to a fair statement of the results for the interim periods presented. Unaudited interim results are not necessarily indicative of the results for the full fiscal year. These unaudited interim consolidated financial statements should be read in conjunction with the financial statements of the Company for the year ended December 31, 2013 and notes thereto contained in the information as part of the Company’s Annual Report on Form 10-K, which was filed with the Securities and Exchange Commission on April 9, 2014.

*Use of Estimates and Assumptions*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Critical accounting estimates are estimates for which (a) the nature of the estimate is material due to the levels of subjectivity and judgment necessary to account for highly uncertain matters or the susceptibility of such matters to change and (b) the impact of the estimate on financial condition or operating performance is material. The Company’s critical accounting estimates and assumptions affecting the financial statements were:

- (i) *Assumption as a going concern*: Management assumes that the Company will continue as a going concern, which contemplates continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business.
- (ii) *Allowance for doubtful accounts*: Management’s estimate of the allowance for doubtful accounts is based on historical sales, historical loss levels, and an analysis of the collectability of individual accounts; and general economic conditions that may affect a client’s ability to pay. The Company evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.
- (iii) *Valuation allowance for deferred tax assets*: Management assumes that the realization of the Company’s net deferred tax assets resulting from its net operating loss (“NOL”) carry-forwards for Federal income tax purposes that may be offset against future taxable income was not considered more likely than not and accordingly, the potential tax benefits of the net loss carry-forwards are offset by a full valuation allowance. Management made this assumption based on (a) the Company has incurred recurring losses, (b) general economic conditions, and (c) its ability to raise additional funds to support its daily operations by way of a public or private offering, among other factors.

These significant accounting estimates or assumptions bear the risk of change due to the fact that there are uncertainties attached to these estimates or assumptions, and certain estimates or assumptions are difficult to measure or value.



**LIFELLOGGER TECHNOLOGIES CORP.**  
**June 30, 2014 and 2013**  
**Notes to the Financial Statements**  
**(Unaudited)**

Management bases its estimates on historical experience and on various assumptions that are believed to be reasonable in relation to the financial statements taken as a whole under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources.

Management regularly evaluates the key factors and assumptions used to develop the estimates utilizing currently available information, changes in facts and circumstances, historical experience and reasonable assumptions. After such evaluations, if deemed appropriate, those estimates are adjusted accordingly.

Actual results could differ from those estimates.

*Fair Value of Financial Instruments*

The Company follows paragraph 825-10-50-10 of the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and paragraph 820-10-35-37 of the FASB Accounting Standards Codification ("Paragraph 820-10-35-37") to measure the fair value of its financial instruments. Paragraph 820-10-35-37 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, Paragraph 820-10-35-37 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three (3) levels of fair value hierarchy defined by Paragraph 820-10-35-37 are described below:

Level 1 Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2 Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.

Level 3 Pricing inputs that are generally observable inputs and not corroborated by market data.

Financial assets are considered Level 3 when their fair values are determined using pricing models, discounted cash flow methodologies or similar techniques and at least one significant model assumption or input is unobservable.

The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. If the inputs used to measure the financial assets and liabilities fall within more than one level described above, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

The carrying amount of the Company's financial assets and liabilities, such as cash, prepaid expenses, accounts payable and accrued expenses and accrued compensation - officers, approximate their fair value because of the short maturity of those instruments.

Transactions involving related parties cannot be presumed to be carried out on an arm's-length basis, as the requisite conditions of competitive, free-market dealings may not exist. Representations about transactions with related parties, if made, shall not imply that the related party transactions were consummated on terms equivalent to those that prevail in arm's-length transactions unless such representations can be substantiated.

*Cash Equivalents*

The Company considers all highly liquid investments with a maturity of three months or less to be cash and cash equivalents.

*Accounts Receivable and Allowance for Doubtful Accounts*

Accounts receivable are recorded at the invoiced amount, net of an allowance for doubtful accounts. The Company follows paragraph 310-10-50-9 of the FASB Accounting Standards Codification to estimate the allowance for doubtful accounts. The Company performs on-going credit evaluations of its customers and adjusts credit limits based upon payment history and the customer's current credit worthiness, as determined by the review of their current credit information; and determines the allowance for doubtful accounts based on historical write-off experience, customer specific facts and general economic conditions that may affect a client's ability to pay.

**LIFELOGGER TECHNOLOGIES CORP.**  
**June 30, 2014 and 2013**  
**Notes to the Financial Statements**  
**(Unaudited)**

Pursuant to paragraph 310-10-50-2 of the FASB Accounting Standards Codification account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company has adopted paragraph 310-10-50-6 of the FASB Accounting Standards Codification and determine when receivables are past due or delinquent based on how recently payments have been received.

Outstanding account balances are reviewed individually for collectability. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. Bad debt expense is included in general and administrative expenses, if any.

There was no allowance for doubtful accounts at June 30, 2014 or December 31, 2013.

The Company does not have any off-balance-sheet credit exposure to its customers at June 30, 2014 or December 31, 2013.

Related Parties

The Company follows subtopic 850-10 of the FASB Accounting Standards Codification for the identification of related parties and disclosure of related party transactions.

Pursuant to Section 850-10-20 the Related parties include: a. affiliates of the Company; b. entities for which investments in their equity securities would be required, absent the election of the fair value option under the Fair Value Option Subsection of Section 825-10-15, to be accounted for by the equity method by the investing entity; c. trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; d. principal owners of the Company; e. management of the Company; f. other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and g. other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

The financial statements shall include disclosures of material related party transactions, other than compensation arrangements, expense allowances, and other similar items in the ordinary course of business. However, disclosure of transactions that are eliminated in the preparation of financial statements is not required in those statements. The disclosures shall include: a. the nature of the relationship(s) involved; b. a description of the transactions, including transactions to which no amounts or nominal amounts were ascribed, for each of the periods for which income statements are presented, and such other information deemed necessary to an understanding of the effects of the transactions on the financial statements; c. the dollar amounts of transactions for each of the periods for which income statements are presented and the effects of any change in the method of establishing the terms from that used in the preceding period; and d. a amounts due from or to related parties as of the date of each balance sheet presented and, if not otherwise apparent, the terms and manner of settlement.

Commitments and contingencies

The Company follows subtopic 450-20 of the FASB Accounting Standards Codification to report accounting for contingencies.

Certain conditions may exist as of the date the financial statements are issued, which may result in a loss to the Company but which will only be resolved when one or more future events occur or fail to occur. The Company assesses such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potential material loss contingency is not probable but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, and an estimate of the range of possible losses, if determinable and material, would be disclosed.

Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the guarantees would be disclosed. Management does not believe, based upon information available at this time, that these matters will have a material adverse effect on the Company's financial position, results of operations or cash flows. However, there is no assurance that such matters will not materially and adversely affect the Company's business, financial position, and results of operations or cash flows.

**LIFELOGGER TECHNOLOGIES CORP.**  
**June 30, 2014 and 2013**  
**Notes to the Financial Statements**  
**(Unaudited)**

Revenue Recognition

The Company applies paragraph 605-10-S99-1 of the FASB Accounting Standards Codification for revenue recognition. The Company recognizes revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the product has been shipped or the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

The Company derives its revenues from sales contracts with its customer with revenues being generated upon rendering of services. Persuasive evidence of an arrangement is demonstrated via invoice; service is considered provided when the service is delivered to the customers; and the sales price to the customer is fixed upon acceptance of the purchase order and there is no separate sales rebate, discount, or volume incentive.

Income Tax Provision

The Company accounts for income taxes under Section 740-10-30 of the FASB Accounting Standards Codification, which requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized.

Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the statements of operations in the period that includes the enactment date.

The Company adopted the provisions of paragraph 740-10-25-13 of the FASB Accounting Standards Codification. Paragraph 740-10-25-13 addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under paragraph 740-10-25-13, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent (50%) likelihood of being realized upon ultimate settlement. Paragraph 740-10-25-13 also provides guidance on de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures.

The estimated future tax effects of temporary differences between the tax basis of assets and liabilities are reported in the accompanying balance sheets, as well as tax credit carry-backs and carry-forwards. The Company periodically reviews the recoverability of deferred tax assets recorded on its balance sheets and provides valuation allowances as management deems necessary.

Management makes judgments as to the interpretation of the tax laws that might be challenged upon an audit and cause changes to previous estimates of tax liability. In addition, the Company operates within multiple taxing jurisdictions and is subject to audit in these jurisdictions. In management's opinion, adequate provisions for income taxes have been made for all years. If actual taxable income by tax jurisdiction varies from estimates, additional allowances or reversals of reserves may be necessary.

Uncertain Tax Positions

The Company did not take any uncertain tax positions and had no unrecognized tax liabilities or benefits in accordance with the provisions of Section 740-10-25 for the reporting period ended June 30, 2014 or 2013.

Net Income (Loss) Per Common Share

Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially outstanding shares of common stock during the period to reflect the potential dilution that could occur from common shares issuable through contingent shares issuance arrangement, stock options or warrants.

There were no potentially dilutive shares outstanding for the reporting period ended June 30, 2014 or 2013.

**LIFELOGGER TECHNOLOGIES CORP.**  
**June 30, 2014 and 2013**  
**Notes to the Financial Statements**  
**(Unaudited)**

Cash Flows Reporting

The Company adopted paragraph 230-10-45-24 of the FASB Accounting Standards Codification for cash flows reporting, classifies cash receipts and payments according to whether they stem from operating, investing, or financing activities and provides definitions of each category, and uses the indirect or reconciliation method (“Indirect method”) as defined by paragraph 230-10-45-25 of the FASB Accounting Standards Codification to report net cash flow from operating activities by adjusting net income to reconcile it to net cash flow from operating activities by removing the effects of (a) all deferrals of past operating cash receipts and payments and all accruals of expected future operating cash receipts and payments and (b) all items that are included in net income that do not affect operating cash receipts and payments. The Company reports the reporting currency equivalent of foreign currency cash flows, using the current exchange rate at the time of the cash flows and the effect of exchange rate changes on cash held in foreign currencies is reported as a separate item in the reconciliation of beginning and ending balances of cash and cash equivalents and separately provides information about investing and financing activities not resulting in cash receipts or payments in the period pursuant to paragraph 830-230-45-1 of the FASB Accounting Standards Codification.

Subsequent Events

The Company follows the guidance in Section 855-10-50 of the FASB Accounting Standards Codification for the disclosure of subsequent events. The Company will evaluate subsequent events through the date when the financial statements were issued. Pursuant to ASU 2010-09 of the FASB Accounting Standards Codification, the Company as an SEC filer considers its financial statements issued when they are widely distributed to users, such as through filing them on EDGAR.

\*Recently issued accounting pronouncements

In April 2014, the FASB issued ASU No. 2014-08, Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity. The amendments in this Update change the requirements for reporting discontinued operations in Subtopic 205-20.

Under the new guidance, a discontinued operation is defined as a disposal of a component or group of components that is disposed of or is classified as held for sale and “represents a strategic shift that has (or will have) a major effect on an entity’s operations and financial results.” The ASU states that a strategic shift could include a disposal of (i) a major geographical area of operations, (ii) a major line of business, (iii) a major equity method investment, or (iv) other major parts of an entity. Although “major” is not defined, the standard provides examples of when a disposal qualifies as a discontinued operation.

The ASU also requires additional disclosures about discontinued operations that will provide more information about the assets, liabilities, income and expenses of discontinued operations. In addition, the ASU requires disclosure of the pre-tax profit or loss attributable to a disposal of an individually significant component of an entity that does not qualify for discontinued operations presentation in the financial statements.

The ASU is effective for public business entities for annual periods beginning on or after December 15, 2014, and interim periods within those years.

In May 2014, the FASB issued the FASB Accounting Standards Update No. 2014-09 “*Revenue from Contracts with Customers (Topic 606)*” (“ASU 2014-09”)

This guidance amends the existing FASB Accounting Standards Codification, creating a new Topic 606, *Revenue from Contracts with Customer*. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

To achieve that core principle, an entity should apply the following steps:

1. Identify the contract(s) with the customer
2. Identify the performance obligations in the contract
3. Determine the transaction price
4. Allocate the transaction price to the performance obligations in the contract
5. Recognize revenue when (or as) the entity satisfies a performance obligations

**LIFELLOGGER TECHNOLOGIES CORP.**  
**June 30, 2014 and 2013**  
**Notes to the Financial Statements**  
**(Unaudited)**

The ASU also provides guidance on disclosures that should be provided to enable financial statement users to understand the nature, amount, timing, and uncertainty of revenue recognition and cash flows arising from contracts with customers. Qualitative and quantitative information is required about the following:

1. Contracts with customers – including revenue and impairments recognized, disaggregation of revenue, and information about contract balances and performance obligations (including the transaction price allocated to the remaining performance obligations)
2. Significant judgments and changes in judgments – determining the timing of satisfaction of performance obligations (over time or at a point in time), and determining the transaction price and amounts allocated to performance obligations
3. Assets recognized from the costs to obtain or fulfill a contract.

ASU 2014-09 is effective for periods beginning after December 15, 2016, including interim reporting periods within that reporting period for all public entities. Early application is not permitted.

In June 2014, the FASB issued the FASB Accounting Standards Update No. 2014-12 “ *Compensation—Stock Compensation (Topic 718) : Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period* ” (“ASU 2014-12”).

The amendments clarify the proper method of accounting for share-based payments when the terms of an award provide that a performance target could be achieved after the requisite service period. The Update requires that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. The performance target should not be reflected in estimating the grant-date fair value of the award. Compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved and should represent the compensation cost attributable to the period(s) for which the requisite service has already been rendered.

The amendments in this Update are effective for annual periods and interim periods within those annual periods beginning after December 15, 2015. Earlier adoption is permitted and the Company has elected to implement the guidance in its quarter ended June 30, 2014.

Management does not believe that any other recently issued, but not yet effective accounting pronouncements, if adopted, would have a material effect on the accompanying financial statements.

**Note 3 – Going Concern**

The financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business.

As reflected in the financial statements, the Company had an accumulated deficit at June 30, 2014, a net loss and net cash used in operating activities for the reporting period then ended. These factors raise substantial doubt about the Company’s ability to continue as a going concern.

The Company is attempting to further implement its business plan and generate sufficient revenue; however, the Company’s cash position may not be sufficient to support its daily operations. While the Company believes in the viability of its strategy to further implement its business plan and generate sufficient revenue and in its ability to raise additional funds by way of a public or private offering, there can be no assurances to that effect. The ability of the Company to continue as a going concern is dependent upon its ability to further implement its business plan and generate sufficient revenue and its ability to raise additional funds by way of a public or private offering.

The financial statements do not include any adjustments related to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary if the Company is unable to continue as a going concern.

**LIFELOGGER TECHNOLOGIES CORP.**  
**June 30, 2014 and 2013**  
**Notes to the Financial Statements**  
**(Unaudited)**

**Note 4 – Related Party Transactions**

Advances from Former Stockholders

From time to time, the former President and Chief Executive Officer and stockholders of the Company provided advances to the Company for its working capital purposes. Those advances bore no interest and were due on demand.

The former President and stockholder of the Company advanced \$7,977 to the Company for the period from January 1, 2013 through December 20, 2013, the date of change in control and the Company did not make any repayment toward these advances.

Forgiveness of Advances from Former Stockholders and Accrued Compensation – Former Officers

On December 20, 2013, pursuant to the terms of the Stock Purchase Agreements, the former President and stockholders forgave advances of \$7,977 and accrued compensation of \$10,400, respectively or \$18,377 in aggregate. This amount was recorded as contributions to capital.

**Note 5 – Stockholders' Equity (Deficit)**

Shares Authorized

Upon formation the total number of shares of all classes of stock which the Company is authorized to issue is seventy-five million (75,000,000) shares of common stock, par value \$.001 per share.

In January 2014, effective upon the filing of an amendment to the Article of Incorporation of the Company with the Nevada Secretary of State, the Company increased its authorized share capital to 125,000,000 shares consisting of 120,000,000 shares of common stock, par value \$0.001 per share and 5,000,000 shares of preferred stock, par value \$0.001 per share and effectuated a 10 for 1 stock split of the Company issued and outstanding common stock.

All shares and per share amounts in the financial statements have been adjusted to give retroactive effect to the one-for-ten (1:10) Forward Stock Split.

Common Stock

During June, 2013, the Company sold 31,000,000 shares of its common stock at \$0.001 per share for \$31,000 in cash.

**Note 6 – Subsequent Events**

The Company has evaluated all events that occurred after the balance sheet date through the date when the financial statements were issued to determine if they must be reported. The Management of the Company determined that there were no reportable subsequent events to be disclosed.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

### FORWARD-LOOKING STATEMENTS

*This report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Securities and Exchange Commission encourages companies to disclose forward-looking information so that investors can better understand a company's future prospects and make informed investment decisions. This report and other written and oral statements that we make from time to time contain such forward-looking statements that set out anticipated results based on management's plans and assumptions regarding future events or performance. We have tried, wherever possible, to identify such statements by using words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," "will" and similar expressions in connection with any discussion of future operating or financial performance. In particular, these include statements relating to future actions, future performance or results of current and anticipated sales efforts, expenses, the outcome of contingencies, such as legal proceedings, and financial results. Factors that could cause our actual results of operations and financial condition to differ materially are discussed in greater detail under Item 1A - "Risk Factors" of our Annual Report of Form 10-K for the year ended December 31, 2013.*

*We caution that the factors described herein and other factors could cause our actual results of operations and financial condition to differ materially from those expressed in any forward-looking statements we make and that investors should not place undue reliance on any such forward-looking statements. Further, any forward-looking statement speaks only as of the date on which such statement is made, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of anticipated or unanticipated events or circumstances. New factors emerge from time to time, and it is not possible for us to predict all of such factors. Further, we cannot assess the impact of each such factor on our results of operations or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.*

#### **Overview of Our Performance**

We are developing a lifelogger wearable video camera that is wearable on a person's head utilizing true point of view recording. Prior to our name change in January 31, 2014, we were engaged in providing a full range of web based marketing services. It is the principle of having a wearable device that can either take video or still pictures of a user's activities automatically or on command. We have developed a prototype Lifelogger Camera and sophisticated software tools that enable the user to store, recall and small wearable video camera that will be worn on an attachment that is worn by the user on his head via a head band apparatus that loops behind the lower part of the head. It will have one-touch controls accessible from Android, IOS and Windows based applications (or APPs). The Lifelogger Camera will have the ability to electronically link to a cloud-based data service that will be capable of seamlessly and effortlessly processing and organizing the users video and captured data based on the users preferences.

We are in the process of redesigning the printed circuit board (PCB) on our hardware to configure in new chip technology that is designed to reduce power usage and increase battery life. We anticipate having 100 prototypes available in November 2014 with full production sometime in the first quarter of 2015. Our software is currently functioning and in the beta stage. Our cloud based data storage system is operational and videos can be shot and uploaded for face, voice and text detection. Live streaming is available plus the person watching can see GPS location in real time on Google Maps.

Effective June 1, 2014, we entered into an Addendum to a January 7, 2014 Product Development Agreement with Matrico Holdings, Ltd., a Belize company ("Matrico") to develop a PCB design of our wearable video camera (the "Product Development Agreement"). Under the terms of the Product Development Agreement, as amended, we are in the process of redesigning our original prototype camera to include an upgraded WIFI chip, the video processing chip and reconfiguring the GPS chip as requested by Matrico. Our designs include development of a 3D model of the head piece that attaches to the camera. Once completed, we plan to deliver design files to Matrico to allow them to begin manufacturing and selling the camera in Hong Kong.

During the quarter, we completed a web-based marketing campaign on kickstarter.com to promote presales of our lifelogging video camera and processing software. Although we received over \$86,000 in pledges in this campaign, we fell short of our \$150,000 goal.

#### **RESULTS OF OPERATIONS**

The following comparative analysis on results of operations was based primarily on the comparative audited financial statements, footnotes and related information for the periods identified below and should be read in conjunction with the financial statements and the notes to those statements that are included elsewhere in this report.

## **Revenue**

Total revenue increased \$85,620 to \$93,000 during the three month period ended June 30, 2014 compared to \$7,380 in the three month period ended June 30, 2013. This increase in total revenue is due to the conceptual design work under the Matrico agreement.

Our cost of goods sold for the three month period ended June 30, 2014 increased by approximately \$13,318 compared to the three month period ended June 30, 2013, primarily as a result of the costs attributed to the design of the camera. Our gross margins increased to 78% due to higher revenues partially offset by the higher costs associated with our development revenues.

Total revenue increased \$165,020 to \$180,000 during the six month period ended June 30, 2014 compared to \$14,980 in the six month period ended June 30, 2013. This increase in total revenue is due to the conceptual design work under the Matrico agreement.

Our cost of goods sold for the six month period ended June 30, 2014 increased by approximately \$50,335 compared to the six month period ended June 30, 2013, primarily as a result of the costs attributed to the design of the camera. Our gross margins increased to 67% due to higher revenues partially offset by the higher costs associated with our development revenues .

We are unable to predict what our expected gross profits will be in fiscal 2014 as we have not established a sales price for our lifelogger camera, consulting fees nor do we have definitive production costs.

Total operating expenses for the three month period ended June 30, 2014 increased by \$83,998 compared to the three month period ended June 30, 2013 primarily as a result of an increase in professional, advertising and promotion expenses and consulting fees, as well as other general operating expenses. We expect increases in our operating expenses as we ramp up our lifelogging camera business.

The net loss for the three month period ended June 30, 2014 was \$23,916, an increase of \$11,676 compared to the three month period ended June 30, 2013, primarily as a result of an increases in operating expenses, partially offset by an increase in revenue as discussed above.

Total operating expenses for the six month period ended June 30, 2014 increased by \$142,843 compared to the six month period ended June 30, 2013 primarily as a result of an increase in professional, advertising and promotion expenses and consulting fees and other general operating expenses. We expect increases in our operating expenses as we ramp up our lifelogging camera business.

The net loss for the six month period ended June 30, 2014 was \$48,552, an increase of \$27,682 compared to the six month period ended June 30, 2013, primarily as a result of an increases in operating expenses, partially offset by an increase in revenue as discussed above.

## **Liquidity and Capital Resources**

Liquidity is the ability of an enterprise to generate adequate amounts of cash to meet its needs for cash requirements. As of June 30, 2014 our working capital deficit amounted to (\$50,541), an increase of \$48,552 as compared to (\$1,989) as of December 31, 2013. This increase is primarily a result of an increase in accounts payable and accrued expenses, partially offset by an increase in accounts receivable. Working Capital included primarily cash of accounts receivable of \$17,000 and cash of \$836.

Net cash provided by operating activities was \$581 during the six month period ended June 30, 2014 compared to net cash used in operating activities of (\$16,955) in the six month period ended June 30, 2013. The increase in cash provided by operating activities is primarily attributable to an increase in accounts payable and accruals and accounts receivables partially offset by an increase in net loss.

Net cash provided by financing activities was \$0 during the six month period ended June 30, 2014 compared to net cash provided by financing activities of \$31,000 in the six month period ended June 30, 2013. The decrease in cash provided by financing activities is primarily attributable to a decrease in proceeds from issuance of common stock.

We do not have sufficient resources to effectuate our business plan. We expect to incur a minimum of \$971,000 in expenses during the next twelve months of operations. We estimate that this will be comprised of approximately \$578,000 towards development and marketing of the lifelogger camera, \$192,000 towards salaries and subcontractors, \$100,000 towards marketing materials and sales. Additionally, approximately \$101,000 will be needed for general overhead expenses such as for corporate legal and accounting fees, office overhead and general working capital. Accordingly, we will have to raise the funds to pay for these expenses. We potentially will have to issue debt or equity or enter into a strategic arrangement with a third party.

There can be no assurance that additional capital will be available to us. We currently have no agreements, arrangements or understandings with any person to obtain funds through bank loans, lines of credit or any other sources. Since we have no other such arrangements or plans currently in effect, our inability to raise funds for the above purposes will have a severe negative impact on our ability to remain a viable company.



## **Going Concern Consideration**

We have been in the development stage since our inception on June 4, 2012 and continue to incur significant losses. We had a net loss during the six month period ended June 30, 2014 of \$48,552 and an accumulated deficit of \$104,918 as of June 30, 2014. This raises substantial doubt about our ability to continue as a going concern. Our ability to continue as a going concern is dependent our ability to raise additional capital and generate additional revenues and profits from our business plan.

In the opinion of our independent registered public accounting firm for our fiscal year end December 31, 2013, our auditor included a statement that as a result of our deficit accumulated during the development stage at December 31, 2013, our net loss and net cash used in operating activities for the reporting period then ended, there is a substantial doubt as our ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

## **Inflation**

In the opinion of management, inflation has not and will not have a material effect on our operations in the immediate future. Management will continue to monitor inflation and evaluate the possible future effects of inflation on our business and operations.

## **Off-Balance Sheet Arrangements**

Under SEC regulations, we are required to disclose our off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, such as changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to investors. As of June 30, 2014, we have no off-balance sheet arrangements.

## **CRITICAL ACCOUNTING POLICIES**

Our significant accounting policies are disclosed in Note 2 of our Financial Statements included elsewhere in this Quarterly Report on Form 10-Q.

## **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.**

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required under this item.

## **ITEM 4. CONTROLS AND PROCEDURES.**

### **Evaluation of Disclosure Controls and Procedures**

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act") that are designed to ensure that information required to be disclosed by us in reports that we file under the Exchange Act is recorded, processed, summarized and reported as specified in the SEC's rules and forms and that such information required to be disclosed by us in reports that we file under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer, or CEO, and our Chief Financial Officer, CFO, to allow timely decisions regarding required disclosure. Management, with the participation of our CEO and CFO, performed an evaluation of the effectiveness of our disclosure controls and procedures as of June 30, 2014. Based on that evaluation, our management, including our CEO and CFO, concluded that our disclosure controls and procedures were effective as of June 30, 2014.

Our management, including our Chief Executive Officer and our Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all error and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Due to the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected.

### **Changes in Internal Control**

There were no changes identified in connection with our internal control over financial reporting during the three months ended June 30, 2014 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II - OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS.

Currently, we are not involved in any pending litigation or legal proceeding.

### ITEM 1A. RISK FACTORS.

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

### ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

None.

### ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

### ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

### ITEM 5. OTHER INFORMATION.

None.

### ITEM 6. EXHIBITS

The following documents are filed as a part of this report or are incorporated by reference to previous filings, if so indicated:

#### EXHIBIT

#### NUMBER DESCRIPTION

3.1	Articles of Incorporation. Incorporated by reference to the Company's Registration Statement on Form S-1 filed with the SEC on February 4, 2013.
3.2	Bylaws. Incorporated by reference to the Company's Registration Statement on Form S-1 filed with the SEC on February 4, 2013.
3.3	Amended and Restated Articles of Incorporation as filed with the Secretary of State of Nevada. Incorporated by reference to the Company's Current Report on Form 8-K filed with the SEC on February 4, 2014.
4.2	Subscription Agreement. Incorporated by reference to the Company's Registration Statement on Form S-1 filed with the SEC on February 4, 2013.
10.1	Consulting Agreement, C.E.O. Incorporated by reference to the Company's Registration Statement on Form S-1 filed with the SEC on February 4, 2013.
10.2	Consulting Agreement, C.F.O. Incorporated by reference to the Company's Registration Statement on Form S-1 filed with the SEC on February 4, 2013.
10.3*	Product Development Agreement dated as of January 7, 2014 between Matrico Holdings, Ltd. and Lifelogger Technologies Corp.
10.4*	Addendum to Product Development Agreement effective as of June 1, 2014 between Matrico Holdings, Ltd. and Lifelogger Technologies Corp.
31.1	Certification of the Chief Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.*
31.2	Certification of the Chief Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.*
32.1	Certification of the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.*
101.INS	XBRL Instance Document **
101.SCH	XBRL Taxonomy Extension Schema Document **
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document **
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document **
101.LAB	XBRL Taxonomy Extension Label Linkbase Document **
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document **

\* Filed herewith.

\*\* XBRL (Extensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

LIFELOGGER TECHNOLOGIES CORP.

Dated: August 12, 2014

By: /s/ Stewart Garner

Stewart Garner

Chief Executive Officer (Principal Executive Officer and Principal  
Financial and Accounting Officer)

## PRODUCT DEVELOPMENT AGREEMENT

THIS PRODUCT DEVELOPMENT AGREEMENT (the "Agreement") is made effective as of January 7, 2014 by and between Matrico Holdings, Ltd., a Belize corporation located at Suite 701, Tung Hip Commercial Building, No. 244-248 Des Voeux Road Central, Hong Kong (the "Company"), and Lifelogger Technologies Corp., a Nevada corporation located at 11380 Prosperity Farms Road, #221E, Palm Beach Gardens, Florida 33410 ("Contractor"). For purposes hereof, the Company and Contractor may collectively be referred to as the "Parties."

### BACKGROUND INFORMATION

- A. WHEREAS, the Company desires to contract with Contractor pursuant to the terms and conditions of this Agreement for certain product development services for a video recording device; and
- B. WHEREAS, Contractor desires to provide such product development services to the Company upon the terms and subject to the conditions of this Agreement.

### PROVISIONS

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Definitions.
  - 1.1 "Acceptance" means the Company's acceptance of the Deliverables ordered by the Company and provided by Contractor as specified in Section 2.3.
  - 1.2 "Acceptance Test Period" means the length of time specified in a Schedule (if not specified, a period of no less than ninety (90) working days) during which the Acceptance Tests are performed by the Company.
  - 1.3 "Acceptance Tests" mean the analysis and tests that must be successfully completed by Contractor related to the Deliverables during the Acceptance Test Period. These tests include analysis, tests, demonstrations, or samples included or referenced in the applicable Schedule or Specifications to determine whether the Products or Deliverables to be developed from the Services meet the Specifications.
  - 1.4 "Confidentiality Agreement, Work for Hire Agreement, Certificate of Originality" means the form attached as Attachment 1.4. (REMOVED FROM DOCUMENT)
  - 1.5 "Deliverables" means Delivery of the Deliverables specified in the applicable Schedule related to the Services.
  - 1.6 "Delivery" means Contractor's obligation to provide the Services that strictly conform to the Specifications. Contractor completes Delivery upon completing the Services and delivering the Products and Deliverables specified in the applicable Schedule. Notwithstanding the above, Delivery shall not be deemed completed until the Services and Deliverables strictly conform to the Specifications.
  - 1.7 "Developments" mean any idea, invention, process, design, concept, or useful article (whether the design is ornamental or otherwise), formula, documentation, study, test, literary work, audiovisual work and any other work of authorship, hereafter expressed, made or conceived in the scope of the Services or under this Agreement and solely or jointly by Contractor during Contractor's engagement whether or not subject to patent, copyright or other forms of protection.
  - 1.8 "List of Separate Works" means the items identified in Attachment 1.8.

- 1.9 “Notice of Completion” means a written document provided by Supplier substantially in the form of Attachment 1.9. Contractor’s provision of the Notice of Completion is a representation and warranty that the Deliverables have been tested to ensure compliance and are in strict compliance with the Specifications.
- 1.10 “Products” means a video recording device capable of being mounted onto the front windshield of a motor vehicle. The device will be capable of continuously recording a video footage of the roads and surroundings while the vehicle is being operated and include the functionality and features as set forth in the Specifications.
- 1.11 “Schedule” or “Schedules” means a schedule to be attached to this Agreement for the purpose of specifying Deliverables and Services to be provided under this Agreement.
- 1.12 “Services” means all labor or services provided in connection with this Agreement or an applicable Schedule required to develop the Deliverables in accordance with the Specifications.
- 1.13 “Specifications” mean the Company’s requirements, specifications and descriptions for development of the Products as set forth in Attachment 1.13.

2. Scope of Services, Delivery, Performance, Acceptance and Changes.

- 2.1 Contractor will provide the Company with the Services described in one or more Schedules. To become effective, all Schedules must be signed by authorized representatives of the Parties. The Parties may use this Agreement for multiple Schedules to reflect additional services that may be provided by Contractor to the Company. The Company may engage any other person or entity to perform the Services with respect to any of the Deliverables. This Agreement is not intended to constitute an exclusive arrangement or any guarantee of a minimum amount of work in favor of Contractor.
- 2.2 Contractor shall provide the Company a Notice of Completion after Delivery. The Acceptance Test Period shall commence upon the Company’s receipt of: (i) Contractor’s Notice of Completion and (ii) the Deliverables. If the Deliverables do not meet the Specifications, the Company shall notify Contractor and provide Contractor an opportunity to cause such Deliverable to strictly comply with the Specifications. After any corrective action, Contractor shall provide a new Notice of Completion, and the Company shall have the right to start a new Acceptance Test Period. If the Deliverables successfully pass the Acceptance Tests during the Acceptance Test Period, the Company shall indicate its Acceptance by sending notice thereof to Contractor. In no event shall the Company’s use of the Deliverables during the Acceptance Test Period constitute Acceptance, nor will Acceptance be deemed to occur prior to the date Contractor completes its Delivery.

3. Fees for Services, Expenses and Payment.

- 3.1 The Company shall be responsible for all fees for the Services identified in the Schedules on the payment terms specified in the Schedules. In addition to fees for Services, the Company shall reimburse Contractor for all preapproved reasonable travel and lodging expenses incurred while performing the Services.

4. Representations, Warranty and Indemnification.

- 4.1 Contractor represents and warrants to the Company, in addition to all warranties implied by law, that the Services and Deliverables shall: (a) be free from defects in design, workmanship and/or materials, including, without limitation, such defects as could create a hazard to life or property, (b) meet all applicable requirements of all applicable U.S. federal, state and local laws and regulations and of all applicable laws and regulations of jurisdictions outside the United States where the Company conducts business, (c) not infringe or encroach any third party’s personal, contractual or proprietary rights, including, without limitation, patent, trademark, copyright, rights of privacy or publicity or trade secrets, (d) are of the best quality and conform to the Specifications and to all samples shown to the Company and have been tested in accordance with the Specifications, and (e) be free and clear of all third party liens, claims and encumbrances of any kind. Contractor also represents and warrants that all of Contractor’s subcontractors, if any, have adhered to the same standards applicable to Contractor under this Agreement.

- 4.2 Contractor agrees to indemnify and hold harmless the Company and its subsidiaries, directors, officers, employees, representatives and agents (collectively, the “the Company Indemnitees”) from and against all liabilities, obligations, losses, damages, penalties, expenses, interest, claims, actions, suits, investigations, proceedings, judgments, orders, or injuries (including death to any person or damage to property) of whatever nature, and including court costs and attorneys’ fees and disbursements, whether suit is instituted or not, and, if instituted, whether at any trial or appellate level and whether raised by the Company or a third party, imposed on, incurred by or asserted against the Company Indemnitees or any of them, arising out of, in connection with or based upon in whole or in part: (i) any act or omission by Contractor; and (ii) any breach of the obligations, representations, warranties or covenants of Contractor contained herein or provided by law. It is the intent of the Parties that this indemnity apply regardless of whether or not such liability was caused in part by the Company’s own negligence or that of the other parties indemnified under this section, excluding only any liability arising from the sole negligence of the Company. Contractor agrees not to implead or bring any action against any Indemnified Party based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by Contractor and relates to Contractor’s performance under this Agreement.
- 4.3 The Company agrees to indemnify and hold harmless Contractor and its directors, officers, employees, representatives and agents (collectively, the “Contractor Indemnitees”) from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, suits, investigations, proceedings, judgments, orders, or injuries (including death to any person or damage to property) of whatever nature, and including court costs and attorneys’ fees and disbursements, whether suit is instituted or not, and, if instituted, whether at any trial or appellate level and whether raised by Contractor or a third party, imposed on, incurred by or asserted against Contractor Indemnitees or any of them, arising out of, in connection with or based upon the performance or failure to perform by the Company and its employees, officers, directors, agents and representatives of the Company’s duties and obligations under or pursuant to this Agreement.
- 4.4 The terms “indemnified party” and “indemnifying party” refer to the Company and Contractor as the case may be. The indemnified party agrees to notify the indemnifying party in writing as soon as practicable of any circumstance, accident, claim or occurrence covered by the foregoing indemnity of which the indemnified party may have knowledge and to cooperate with the indemnifying party in the investigation and/or defense. The indemnification obligations of the parties shall survive the expiration or termination of this Agreement. With respect to claims for which indemnification is payable under this Agreement, such indemnification shall be paid by the indemnifying party on a current basis upon receipt of such vouchers and other supporting documentation as may reasonably be requested. Indemnifying party shall promptly upon receiving notice of such claim, suit or proceeding, assume the defense of the indemnified parties at its sole cost, and (whether the indemnifying party assumes such defense or for any reason fails or refuses to assume such defense) the indemnifying party shall pay any and all sums which any indemnified party becomes legally obligated to pay as a result of such claim, suit or proceeding. If a material conflict of interest arises with respect to the representation of both the indemnified party and the indemnifying party by the indemnifying parties counsel, the indemnifying party shall also pay the reasonable fees of defense counsel retained directly and solely by the indemnified party. The indemnified party agrees to cooperate with the indemnifying party in the defense or settlement of such claim, suit or proceeding, provided that indemnifying party shall obtain the indemnified party’s prior written consent to any compromise, settlement or consent judgment which affects the Company’s rights or interests. The indemnifying party further agrees to pay the reasonable costs and attorney’s fees of any indemnified party to the extent necessary to enforce such indemnified party’s rights under this Agreement.

5. Ownership of the Company Marks, Special Features and Developments.

5.1 Contractor acknowledges and agrees that all right, title and interest in and to any trade name, trademark and service mark conceived or used by the Company, including any logotypes, designs and trade dress, and applications and registrations related thereto anywhere in the world except for Hong Kong, as well as any slogans, tag lines, ad themes and creative works in any media (collectively the "Company Indicia"), including any tool, die, pattern, artwork or equipment, formulas, designs, patents, trade names, trademarks, service marks or trade dress which are supplied by the Company or which are distinctive of the Company's private label or licensed label products everywhere in the world except for Hong Kong ("Special Features") are the sole and exclusive property of the Company or its licensor. The Company Indicia and Special Features shall be used by Contractor only for the Company pursuant to the terms of this Agreement.

5.2 Invention Assignment.

- (a) Contractor hereby grants, transfers and assigns to the Company all of Contractor's rights, title and interest, if any, in any and all Developments, including rights to translation and reproductions in all forms or formats and the copyrights and patent rights thereto, if any, and Contractor agrees that the Company may copyright or patent said materials in the Company's name and secure renewal, reissues and extensions of such copyrights or patents for such periods of time as the law may permit.
- (b) Contractor agrees that all Services (and all resulting work products and derivative works including, but not limited to the Deliverables and modifications to the Special Features) performed hereunder shall be work-for-hire for the benefit of the Company.
- (c) Contractor acknowledges that the copyrights in Developments created by Contractor belong to the Company by operation of law, or may belong to a party engaged by the Company by operation of law pursuant to a works for hire contract between the Company and such contracted party. To the extent the copyrights in such works may not be owned by the Company or such contracted party by operation of law, Contractor hereby assigns to the Company or such contracted party, as the case may be, all copyrights (if any) Contractor may have in Developments.
- (d) Items not assigned by this Section must be listed and described in the List of Separate Works. Contractor agrees not to include any part of such items in the Deliverables unless and until such items are licensed or assigned to the Company under separate written agreement.
- (e) At all times hereafter, Contractor agrees promptly to disclose to the Company all Developments, to execute separate written assignments to the Company at the Company's request, and to assist the Company in obtaining patents or copyrights in the U.S. and in other countries, on any Developments assigned to the Company that the Company, in its sole discretion, seeks to patent or copyright. Contractor also agrees to sign all documents, and do all things necessary to obtain such patents or copyrights, to further assign them to the Company, and to reasonably protect them and the Company against infringement by other parties at the Company expense with the Company prior approval.
- (f) Contractor shall keep complete, accurate, and authentic information and records on all Developments in the manner and form reasonably requested by the Company. Such information and records, and all copies thereof, shall be the property of the Company as to any Developments assigned to the Company. Contractor agrees to promptly surrender such information and records at the request of the Company as to any Developments.

6. Non-Solicitation of the Company Employees, Protection of Trade Secrets.

6.1 To protect the Company's "Confidential Information" as hereinafter defined, and its relationships with its employees, Contractor will not, during the term of this Agreement and for six (6) months immediately following its termination (or expiration, if applicable), either as an individual on Contractor's own account or as a partner, employee, agent, contractor, officer, director, stockholder, or otherwise:

- (a) Hire, solicit for hire, refer, or retain the services of any the Company employee for any matter whatsoever during the period of time which said employee is employed by the Company and for six (6) months thereafter; or
- (b) Engage in, consult with, or accept employment from any business in current or prospective competition with the Company where such engagement, consultation, or employment is likely to require Contractor to use or disclose Confidential Information.

6.2 Confidentiality. Contractor acknowledges that as a result of the performance of the Services, it will have knowledge of, and access to, proprietary and confidential information of the Company, including, without limitation, the terms of this Agreement, prices charged and paid by the Company, customers and suppliers, the Special Features, the Deliverables, its components and packaging, processes, formulae, ideas, concepts, technical or manufacturing know-how, trade secrets, operational methods, marketing strategies, product development techniques, plans, cost information (collectively, the "Confidential Information"); and that the Confidential Information constitutes valuable, special and unique assets of the Company developed or acquired at great expense and which are the exclusive property of the Company. Contractor agrees that it will: (i) keep strictly confidential the Confidential Information and not reveal, report, publish, transfer or otherwise disclose any such information to any person without the prior written consent of the Company, except for responsible officers or employees who are in a contractual or fiduciary relationship with the Company and have a need to know such information for purposes of performing the Services and are aware of the confidential nature of such information and agree to be bound by this provision, (ii) not use or attempt to use, or permit its employees and representatives to use, the Confidential Information other than for the purposes contemplated in this Agreement or in any manner which may injure or cause loss, directly or indirectly, to the Company, including, without limitation, developing products for others, (iii) immediately upon request by the Company at any time in its sole discretion, return or destroy, at the Company's option, all Confidential Information and writings based thereon, including without limitation electronic copies thereof. Contractor agrees that it shall be liable for any breach of this provision by its employees, agents or representatives and (iv) have each employee or contractor of Contractor who provides any services under this Agreement to the Company sign the Company's standard Confidentiality Agreement, Work for Hire Agreement or any other forms reasonably requested by the Company. All such forms must signed prior to the performance of any work by such individual. The Company may withhold payment on any amounts billed for individuals who have not signed the Company's required forms.

7. Term and Termination of the Agreement.

7.1 The term of this Agreement shall commence as of the Agreement Date and shall remain in effect until fifteen (15) days following the date that the Company gives Contractor written notice of termination. In the event of a breach of this Agreement by either Party, which is not cured within five (5) days of its receipt of written notice thereof, this Agreement shall be immediately terminated.

7.2 In the event of the termination or expiration of this Agreement, the following provisions shall apply:

- (a) Unless otherwise agreed upon in writing by the Parties, Contractor shall cease performing Services and shall submit an invoice for any amounts which may be due Contractor under this Agreement as of the date of termination;
- (b) Contractor shall deliver to the Company all Developments, Confidential Information and materials, including those materials referred to in Sections 5 and 6 of this Agreement, together with all copies thereof, in Contractor's possession or under Contractor's control and to certify in writing to the Company that all of such materials have so been returned; and
- (c) The Parties agree to cooperate fully and to provide promptly all information necessary or useful relating hereto.

7.3 The duties and obligation of Sections 4, 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement.



8. Miscellaneous.

- 8.1 Status of Contractor. In performing the Services, nothing in this Agreement shall be construed to create the relationship of employer-employee, principal-agent or master-servant, either expressed or implied. Further, the relationship between the Parties is that of contract, Contractor being an independent contractor, free from interference or control by the Company in the performance of Services, subject only to the terms of this Agreement. Neither the Company nor Contractor has the authority to bind or incur any obligation for the other, and each agrees that Contractor will not hold itself out to any third party as having, or act toward any third party in any manner which would suggest that they have, any such authority.
- 8.2 Taxes, Insurance and Compliance With Laws. Contractor acknowledges that, as an independent contractor, Contractor is not covered by the Company's workers' or unemployment compensation insurance. Additionally, Contractor agrees that no withholding will be made by the Company for any Federal, state, local, Social Security, Medicare or other taxes (for any governmental or other agency) from any amounts paid to Contractor by the Company under this Agreement. Contractor further agrees to be solely and personally responsible for the payment of all such taxes from the compensation or other remuneration paid Contractor under this Agreement. In performing its duties under this Agreement, Contractor will comply with the Immigration Reform and Control Act of 1986, as amended.
- 8.3 All communications between the Parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or by airmail, facsimile transmission or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to Contractor as set forth in the preamble of this Agreement, or to the Company (attention the Company Contact Person with a copy to Legal Department), until such time as either Party provides the other not less than ten (10) days' prior written notice of a change of address in accordance with these provisions.
- 8.4 This Agreement is based on the professional services of Contractor. No Services or rights or obligations associated therewith may be assigned or transferred by Contractor without the prior written consent of the Company. Any attempt by Contractor to assign or transfer any of the rights, duties, or obligations of this Agreement without the Company's written consent is void.
- 8.5 Contractor understands and agrees that the Company may suffer irreparable harm in the event that Contractor breaches any of Contractor's obligations under this Agreement. Accordingly, Contractor agrees that, in the event of said breach, the Company, in addition to any other rights, remedies or damages available to it at law or in equity, the Company may be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by Contractor and Contractor agrees to waive any requirement for a bond relating thereto.
- 8.6 Contractor represents that Contractor's performance of all the terms of this Agreement and any Services to be rendered as an independent contractor of the Company do not and shall not breach any fiduciary or other duty or any covenant, agreement or understanding (including, without limitation, any agreement relating to any proprietary information, knowledge or data acquired by Contractor in confidence, trust or otherwise prior to its performing consulting services for the Company) to which Contractor is a party or by the terms of which Contractor may be bound. Contractor covenants and agrees that Contractor shall not disclose to the Company, or induce the Company to use, any such proprietary information, knowledge or data belonging to any previous employer, contractor or others. Contractor further covenants and agrees not to enter into any agreement or understanding, either written or oral, in conflict with the provisions of this Agreement.
- 8.7 This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. Each of the parties submits to the jurisdiction of any state or federal court sitting in Palm Beach County, Florida in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined by any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. Contractor agrees and consents to venue in Palm Beach County, Florida and to the in personam jurisdiction of the aforementioned courts.

- 8.8 This Agreement and the agreements referenced herein represent the sole and entire agreement between the parties and supersedes any and all prior agreements, negotiations, and discussions between the parties or their respective counsel with respect to the subject matters covered in this Agreement.
- 8.9 If either party initiates proceedings for the other's breach of this Agreement, the prevailing party shall recover attorneys' fees and costs, including such fees and costs on any enforcement or appeal proceedings.
- 8.10 This Agreement may be executed in two counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same document.
- 8.11 Severability. Every provision of the Agreement is intended to be severable. If any term or provision of the Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of the Agreement.
- 8.12 Waivers. Except as otherwise provided herein, no waiver of any of the provisions of the Agreement shall be valid or effective unless in writing and signed by the parties hereto; and no waiver of any breach or condition of the Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written

CONTRACTOR: Lifelogger Technologies Corp.

COMPANY: Matrico Holdings, Ltd.  
For and on behalf of Design Plus Co., Ltd.

By: Freeman Directors Limited as Director

BY: /s/ Stewart Garner

BY: /s/ Freeman Directors Limited as Director

NAME: Stewart Garner

NAME: \_\_\_\_\_

TITLE: President

TITLE: \_\_\_\_\_

**PRODUCT DEVELOPMENT AGREEMENT**

**SCHEDULE 1**

THIS SCHEDULE 1 TO THE PRODUCT DEVELOPMENT AGREEMENT ("Schedule 1") dated as of January 7, 2014 is a part of the attached Product Development Agreement ("Development Agreement") entered into between Matrico Holdings, Ltd., a Belize corporation located at Suite 701, Tung Hip Commercial Building, No. 244-248 Des Voeux Road Central, Hong Kong (the "Company"), and Lifelogger Technologies Corp., a Nevada corporation located at 11380 Prosperity Farms Road, #221E, Palm Beach Gardens, Florida 33410 ("Contractor"). In the event of any conflicts between the provisions of this Schedule 1 and the Development Agreement, the provisions of this Schedule 1 shall control.

1. Services and Fees. Contractor shall provide the following Services:

Description of Services	Fees
Develop a conceptual design for a prototype wearable video recording device including changes to the conceptual design as requested by the Company.	\$ 150,000.00

2. Deliverables. In connection with the Services, Contractor shall provide to the Company the following Deliverables:

- (a) Conceptual Design: A conceptual design for a prototype wearable video recording device capable of being worn on a person's head. The device will be capable of continuously recording video utilizing GPS, WIFI, 32GB, Bluetooth, Battery, with USB cable port. Payment Terms. The Company agrees to pay Contractor the Service Fees in this Schedule on the following terms:
- (b) \$32,000.00 upon execution of the Development Agreement;
- (c) \$58,000 upon delivery of PCB Design and 3D design.; (March 2014)
- (d) \$60,000 upon the Company's Acceptance of PCB Design and 3D design; and
- (e) Any other amounts that may become due hereunder shall be paid in accordance with the provisions of the Development Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Schedule 1 to be executed by their duly authorized representatives as of the date set forth above.

CONTRACTOR: Lifelogger Technologies Corp.

COMPANY: Matrico Holdings, Ltd.

BY: /s/ Stewart Garner

BY: \_\_\_\_\_

NAME: Stewart Garner

NAME: \_\_\_\_\_

TITLE: President

TITLE: \_\_\_\_\_

ATTACHMENT NO.: 1.9

Form of Contractor's Notice of Completion

[\_\_\_\_\_] , Inc.

Contractor hereby informs you that as of \_\_\_\_\_, Contractor has completed Delivery as required under the Product Development Agreement between \_\_\_\_\_ and [\_\_\_\_\_] , Inc., dated \_\_\_\_\_, 200\_. Upon receipt of this Notice, your Acceptance Test Period commences.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT 1.8

List of Separate Works

The following are works that are not assigned by Section 5 of the Agreement, in which Contractor has any right, title or interest, and which were conceived or written either wholly or in part by Contractor, prior to or outside the scope of Contractor's Services set forth in the Agreement.

DESCRIPTION: (If none, enter the word "None")

Indicate any item listed above that has been published, registered as a copyright, or is or has been the subject of a patent application:

Indicate the name of such organization or third party that also has rights in any of the listed items (such as former employers, partners, etc.):

The foregoing is complete and accurate to the best of Contractor's knowledge.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Printed Name: \_\_\_\_\_

**ATTACHMENT No.: 1.13**

**SPECIFICATIONS**

The Products and Deliverables developed under this Agreement shall:

1. GPS
2. 32 GB SD card
3. WiFi
4. Bluetooth
5. Gyroscope
6. Accelerometer
7. Magnetometer
8. USB cable port
9. 720 D and 30FPS

**ADDENDUM  
TO  
PRODUCT DEVELOPMENT AGREEMENT**

**THIS ADDENDUM TO PRODUCT DEVELOPMENT AGREEMENT** (the "Addendum") is made effective as of the June 1, 2014 by and between Matrico Holdings, Ltd., a company located in Hong Kong (the "Company") and Lifelogger Technologies Corp., a Nevada corporation ("Contractor"); collectively referred to as the "Parties".

**Recitals:**

- A. The Parties hereto entered into a Product Development Agreement dated as of January 7, 2014 (the "Product Development Agreement").
- B. The Parties desire to amend the Product Development Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

- 1. **Defined Terms.** Unless otherwise indicated, capitalized terms used herein shall have the meanings ascribed to them in the Product Development Agreement.
- 2. **Amendment of Product Development Agreement.** The Parties hereby agree that Schedule 1 to the Product Development Agreement is hereby amended to read, in its entirety, as set forth in the Amended Schedule 1 attached hereto and incorporated herein as Exhibit "A".
- 3. **Other Provisions.** Except as otherwise expressly provided in this Addendum, the terms and provisions of the Product Development Agreement remain in full force and effect.
- 4. **Other Actions Necessary.** At the reasonable request of one of the Parties the other party shall execute any other documents or take any other reasonable actions necessary to effectuate this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum to Product Development Agreement as of the day and year first above written.

Matrico Holdings, Ltd.:

Lifelogger Technologies Corp.:

By: For and on behalf of Design Plus Co., Ltd.

By: /s/ Freeman Directors Limited, as Director  
Name: Freeman Directors Limited, as Director

By: /s/ Stewart Garner  
Name: Stewart Gamer  
Title: President

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EXHIBIT "A"  
TO  
ADDENDUM TO PRODUCT DEVELOPMENT AGREEMENT

**AMENDED SCHEDULE 1**

This Amended Schedule 1 To The Addendum To Product Development Agreement ("Schedule 1") dated as of January 7, 2014 is a part of the attached Product Development Agreement, as amended pursuant to this Addendum to Product Development Agreement ("Development Agreement") entered into between Matrico Holdings, Ltd. (the "Company") and Lifelogger Technologies Corp. ("Contractor") as of June 1, 2014. In the event of any conflicts between the provisions of this Schedule 1 and the Development Agreement, the provisions of this Schedule 1 shall control.

1. Services and Fees. Contractor shall provide the following Services:

<u>Description of Services</u>	<u>Fees</u>
Develop a conceptual design for a prototype wearable video recording device including changes to the conceptual design as requested by the Company. Requested changes include, but are not limited to, inclusion of a hardware stabilization upgraded OMAP processor chips, the addition of a WIFI chip and the addition of a GPS chip.	\$ 200,000

2. Deliverables. In connection with the Services, Contractor shall provide to the Company the following Deliverables:

- (a) Conceptual Design: A conceptual design for a prototype wearable video recording device capable of being worn on a person's head. The device will be capable of continuously recording video utilizing GPS, WIFI, 32GB, Bluetooth, Battery, with USB cable port. Payment Terms. The Company agrees to pay Contractor the Service Fees in this Schedule on the following terms:
- (b) \$13,000 upon execution of the Addendum, the receipt of which is hereby acknowledged;
- (c) \$17,000 upon delivery of PCB Design and 3D design, the receipt and completion of which is hereby acknowledged
- (d) Remainder of contract will be invoiced monthly.
- (e) Any other amounts that may become due hereunder, including any changes or upgrades requested by the Company shall be paid in accordance with the provisions of the Development Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Schedule 1 to be executed by their duly authorized representatives as of the date set forth above.

Matrico Holdings, Ltd.:

Lifelogger Technologies Corp.:

By: For and on behalf of Design Plus Co., Ltd.

By: /s/ Freeman Directors Limited, as Director

Name: Freeman Directors Limited, as Director

By: \_\_\_\_\_

Name: Stewart Gamer

Title: President



**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE  
SARBANES-OXLEY ACT OF 2002**

I, Stewart Garner, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarterly period ended June 30, 2014 of Lifelogger Technologies Corp. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting;
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent function):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Dated: August 12, 2014

/s/ Stewart Garner  
Stewart Garner  
Chief Executive Officer  
(Principal Executive Officer)

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**CERTIFICATION OF PRINCIPAL ACCOUNTING OFFICER  
PURSUANT TO SECTION 302 OF THE  
SARBANES-OXLEY ACT OF 2002**

I, Stewart Gamer, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarterly period ended June 30, 2014 of Lifelogger Technologies Corp. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting;
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent function):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Dated: August 12, 2014

/s/ Stewart Garner

Stewart Gamer  
Chief Financial Officer  
(Principal Financial and Accounting Officer)

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Lifelogger Technologies Corp. (the "Company") for the quarterly period ended June 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stewart Garner, Chief Executive Officer and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 12, 2014

*/s/ Stewart Garner*

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Stewart Garner  
Chief Executive Officer and Chief Financial Officer

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