



THIS AMENDMENT AGREEMENT is dated January 4, 2022

#### **Parties**

- (1) **TRACKON CANADA PRIVATE LTD.** incorporated and registered in Canada with company number 2022829713 whose registered office is at 4440 5 STREET, Edmonton, Alberta, T6T0Z9 ("**Client**")
- (2) **Onfido Inc.**, a company incorporated under the laws of Delaware with a registered address at 2140 South Dupont Highway, Camden, Delaware 19934 (together the "**Parties**" and each a "**Party**")

#### **Background**

- (A) Client and Onfido are party to an Onfido Services Agreement for the supply of certain services by Onfido dated July 23, 2021 ("**Onfido Agreement**").
- (B) The Parties now wish to amend the Onfido Agreement in the manner set out in this Amendment Agreement (as defined below) with effect from the date of this Amendment Agreement ("**Variation Date**").

#### **AGREED TERMS**

1. In this agreement, and its Schedule(s) (together, the "**Amendment Agreement**") expressions defined in the Onfido Agreement and used in this Amendment Agreement have the meaning set out in the Onfido Agreement, unless expressly stated otherwise. The rules of interpretation set out in the Onfido Agreement apply to this agreement.
2. With effect from the Variation Date and in consideration of the mutual promises set out in this Amendment Agreement, the Parties agree to amend the Onfido Agreement as set out in the Schedule(s).
3. Except as expressly modified by this Amendment Agreement, the Onfido Agreement remains in full force and effect and is hereby ratified and confirmed by the Parties.
4. In the event of conflict between any provisions in this Amendment Agreement and any provisions in the Onfido Agreement, the provisions in this Amendment Agreement shall prevail.

5. The Parties confirm their mutual agreement to this amendment as of the date of this agreement as evidenced by the signatures of their duly authorised representatives, shown below.

**SIGNATURES**

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Signed for and on behalf of **Onfido**

Signature:	<div>DocuSigned by: <i>Nisha Singh</i> 9EFD1A613F9E480...</div>	Print Name: Nisha Singh
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Title:	VP of Sales	Date: 1/4/2022
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Signed for and on behalf of **TRACKON CANADA PRIVATE LTD.**

Signature:	<div>DocuSigned by: <i>Rishi Dubey</i> 9E5771E93871461...</div>	Print Name: Rishi Dubey
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Title:	Operations Manager	Date: 1/4/2022
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## SCHEDULE 1 AMENDMENTS

With effect from the Variation Date the Parties agree the following amendments to the Onfido Agreement.

1. The following Service(s) shall be added to the Services table in the **SERVICES** section of the Order Form:

Service Name	Description of Service	Personal Data Processing
Watchlist Report – Enhanced	Searches third party watchlist and Sanctions databases to identify whether a User is included in that database.	<u>Categories of Personal Data:</u> <ul style="list-style-type: none"> <li>• Full name</li> <li>• Date of birth (Client optional)</li> <li>• Address and post/zip code (Client optional)</li> </ul>
Right to Work Check	Assesses whether or not the User has the right to work in the UK.	<u>Categories of Personal Data:</u> <ul style="list-style-type: none"> <li>• Full name</li> <li>• Date of birth</li> <li>• Gender</li> <li>• Nationality</li> <li>• Information of the identity document and information describing the identity document</li> <li>• Images of other documents and information provided by Users to demonstrate an ongoing entitlement to work in the UK</li> </ul>
Proof of Address Check	Checks that a non-ID document is a suitable proof of address.  UK documents only.	<u>Categories of Personal Data:</u> <ul style="list-style-type: none"> <li>• Full name</li> <li>• Address and postcode</li> <li>• Image of proof of address document and information describing the document</li> </ul>

2. The **CHARGES** section of the Order Form shall be deleted in full and replaced with the following:

CHARGES	
The Charges for the Services will be as follows:	
Currency	USD
Minimum Commitment	The Client will pay a minimum of <b>USD 20,000.00</b> ('Minimum Annual Commitment') per year split into payments of <b>USD 5,000.00</b> ('Minimum Quarterly Commitment')

	<p>per quarter during the Term for the Services, calculated by reference to the Price per Check</p> <p>provided that:</p> <ul style="list-style-type: none"> <li>If the Client submits checks in excess of the Minimum Quarterly Commitment, charges will be invoiced in the month in which the excess occurred ("<b>Overages</b>");</li> <li>Overages charged in a particular quarter will be applied as a proportionate reduction to the Minimum Quarterly Commitment of the following quarter(s) but will not be carried over contract years.</li> </ul> <p>The Minimum Annual Commitment will apply from the Go Live Date, provided that the Client will be permitted to submit checks to Onfido after the Effective Date but prior to the Go Live Date on a 'pay as you go' basis calculated by reference to the Price per Check.</p> <p>For the avoidance of doubt, the Client will not be permitted to carry forward any unused Minimum Annual Commitment into a future period or agreement.</p>												
<b>Price per Check</b>	<table border="1"> <thead> <tr> <th>Check</th><th>Price per Check</th></tr> </thead> <tbody> <tr> <td>Watchlist - Enhanced (KYC)</td><td>0.72</td></tr> <tr> <td>Proof of Address (UK Only)</td><td>2.3</td></tr> <tr> <td>Right to Work (UK Only)</td><td>6.36</td></tr> <tr> <td>Document Check</td><td>1.31</td></tr> <tr> <td>Facial Similarity Check - Selfie Hybrid</td><td>0.77</td></tr> </tbody> </table>	Check	Price per Check	Watchlist - Enhanced (KYC)	0.72	Proof of Address (UK Only)	2.3	Right to Work (UK Only)	6.36	Document Check	1.31	Facial Similarity Check - Selfie Hybrid	0.77
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<b>Additional Fees</b>	<ul style="list-style-type: none"> <li>Customer Success – Standard <ul style="list-style-type: none"> <li>Fee: 8,000.00</li> <li>Fee Type: Recurring</li> <li>Payment Terms: invoiced on the Commencement Date and payable within 7 days of the date of the invoice</li> </ul> </li> </ul>												
	<ul style="list-style-type: none"> <li>Assurance Services - Advise <ul style="list-style-type: none"> <li>Fee: 1,600</li> <li>Fee Type: One-Off</li> </ul> </li> </ul>												

	<ul style="list-style-type: none"><li>○ Payment Terms: invoiced on the Commencement Date and payable within 7 days of the date of the invoice</li></ul>
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3. The following SLA(s) shall be added to the SLA table in the **SLA** section of the Order Form:

Check / Report	Expected Turnaround Time
Proof of Address Check	10 minutes, on exception up to 2 hours.
Watchlist Report - Enhanced	Instant, on exception up to 24 hours.

*\*Instant means up to fifteen seconds*  
*\*\*Document and facial checks involving Chinese, Russian or Japanese Documents will be subject to a turnaround time SLA of 99% within 24 hours, not to those above.*