



ORDER FORM

This Order Form together with the attached OSA form the agreement (the "**Agreement**") that is entered between the parties listed in the table below on the Commencement Date for the services described in this Order Form. This Order Form is subject to the terms of the OSA. Terms not defined in this Order Form will have the meaning given to them in the OSA. In the event of conflict between this Order Form and the OSA, this Order Form will prevail.

THE CLIENT	<p>TRACKON CANADA PRIVATE LTD. incorporated and registered in Canada with company number 2022829713, whose registered office is at 4440 5 STREET, NW EDMONTON,, Alberta, T6T0Z9</p> <p>The Client VAT/EIN NO.: 2022829713</p> <p>Country of tax residency: Canada</p> <p>Client Contact</p> <p>Name: Ayushi Patel</p> <p>Email: ayushi@paypenny.io</p> <p>Telephone: 8802072549</p> <p>First PO number (if applicable):</p> <p>Data Protection Officer/EU Representative:</p>
ONFIDO	<p>Onfido Inc., a company incorporated under the laws of Delaware with a registered address at 2140 South Dupont Highway, Camden, Delaware 19934.</p> <p>ONFIDO AE Name: Diego Mejia</p> <p>ONFIDO AE Email: diego.mejia@onfido.com</p>
COMMENCEMENT DATE	<p>Jul 31 2021</p>
SERVICES	<p>Onfido will for the duration of the Term in accordance with the Agreement provide and maintain the following services and collect Personal Data as follows:</p>

1.) Client initiates a check/process and interacts directly with Onfido:

Client Interaction Method with Onfido	Description	Personal Data Processing
Application Programming Interface (API)	The API is based on REST principles and uses standard HTTP response codes to enable Client to transmit and receive data from Onfido, as further described in the API Documentation .	<u>Categories of Personal Data:</u> <ul style="list-style-type: none"> Onfido User unique identifier Check status/outcome and related information (e.g., a Report) Optional data fields selected by Client from those technically supported and listed in Onfido's API Documentation (for example, the User's title - Mr. Mrs., Miss) All other information processed by Onfido relevant to the applicable Services <p><i>(Note - Onfido will also collect the full name, login credentials, and usage logs for Client personnel accessing the Onfido Dashboard)</i></p>
Onfido Dashboard	The Onfido Dashboard is a graphical user interface to Onfido's API, as further described in the API Documentation .	

2.) Onfido collects additional information directly from Users on behalf of the Client:

Data Collection Method	Description	Personal Data Processing
SDK	The SDK provides the Client with a drop-in set of user interface screens for mobile (iOS and Android) and web applications to allow the capture of identity documents and facial	<u>Categories of Personal Data:</u> <ul style="list-style-type: none"> Images/video and information describing the images/video (as specified in the relevant check/process) Telephone number (web SDK only and optional) Content of SMS (web SDK

	photographs/video for the purpose of the Services.	<div>only and optional)</div> <ul style="list-style-type: none">• IP address and associated city/country level location information• Anonymised usage data
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3.) Onfido processes the following on behalf of Client:

Service Name	Description of Service	Personal Data Processing
Document Check	Assesses the likelihood the Document provided is genuine and, if applicable, cross-references the information within the Document.	<div>Categories of Personal Data:</div> <ul style="list-style-type: none">• Image of the identity document and information describing the identity document
Facial Similarity Check - Selfie	Compares the face displayed on a Document with a facial image captured of the User, to verify that they are the same.	<div>Categories of Personal Data:</div> <ul style="list-style-type: none">• Image of the User's face• Image of the face in the identity document <div>Special Categories of Personal Data:</div> <ul style="list-style-type: none">• Numerical biometric data

The Client agrees to require all Users to provide Onfido with full and accurate data either via an online "**Applicant Form**" or through Onfido's proprietary application programming interface (the "**API**") or SDK. To the extent Onfido obtains Personal Data (as defined below) not necessary for Onfido to provide the Services, the Client instructs Onfido to delete Personal Data without further notice to the Client.

All Reports provided to the Client will be available for viewing and printing on Onfido's secure, web-based dashboard (the "**Onfido Dashboard**") or returned to the Client via API responses. Through the Onfido Dashboard, the Client may set a list of authorised personnel who are permitted to access the Reports. The list may be updated at any time on a self-service basis by the Client.

Portable/Reusable Identity Restriction. Unless required by applicable law or otherwise consented to by Onfido, Client will not make the Services (including Reports) available to any third parties. For the avoidance of doubt, Client may not use the Services in relation to or as part of any self-sovereign, federated, distributed,

	portable, or reusable identity system or solution or any other identity system or solution which enables a third party to establish an independent relationship with a User due to Client's use of the Services.									
CHARGES	<p>The Charges for the Services will be as follows:</p> <p>1. Subject to clause 3 below, the Client commits to pay to Onfido (a) a minimum of \$20,000.00 per year (the "Minimum Annual Fee") during the Term for the Services calculated by reference to the Minimum Annual Fee Price Per Check, together with (b) any Charges that it may incur in excess of the Minimum Annual Fee ('Overages') calculated by reference to the Minimum Annual Fee Price Per Check.</p> <table><tr><th>Checks</th><th>Minimum Annual Fee \$20,000 Band A</th><th>Minimum Annual Fee \$33,000 Band B</th></tr><tr><td>Facial Similarity Check - Selfie</td><td>\$0.77</td><td>\$0.65</td></tr><tr><td>Document Check</td><td>\$1.31</td><td>\$1.20</td></tr></table> <p>2. The Minimum Annual Fee will be paid upon signature of this Agreement.</p> <p>3. If the Client incurs Charges in excess of the Minimum Annual Fee, it shall be charged an incremental commitment of USD \$5,000 (the "Incremental Commitment"), calculated by reference to the Minimum Annual Fee Price Per Check, to be used within the then current contract year; provided that the Minimum Annual Fee for the remainder of the then current contract year shall not change. If the Client incurs Charges in excess of the Incremental Commitment, it will be charged a second Incremental Commitment. This will recur each time the Client incurs Charges in excess of the then relevant Incremental Commitment, each time to be used within the then current contract year.</p> <p>Should the Client benefit from a price saving by entering a net new, incremental 12-month commitment, the Client may elect to enter a net new, incremental 12-month commitment under the same terms and conditions contained herein at a new Minimum Annual Fee as below:</p> <ul style="list-style-type: none">○ USD \$33,000 new incremental Minimum Annual Fee with a Price Per Check of:<ul style="list-style-type: none">▪ Document Check: USD \$1.20▪ Facial Similarity Check (Selfie): USD \$0.65	Checks	Minimum Annual Fee \$20,000 Band A	Minimum Annual Fee \$33,000 Band B	Facial Similarity Check - Selfie	\$0.77	\$0.65	Document Check	\$1.31	\$1.20
Checks	Minimum Annual Fee \$20,000 Band A	Minimum Annual Fee \$33,000 Band B								
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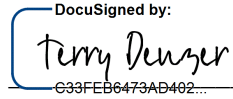
	<p>4. If the Client terminates this Agreement because Onfido commits a material breach of this Agreement, Onfido will refund the lesser of (i) any unconsumed Minimum Annual Fee; or (ii) a pro rata proportion of the Minimum Annual Fee, calculated with respect to the number of months remaining in the Term.</p> <p>If Onfido terminates this Agreement because the Client commits a material breach, it will be entitled to the Charges until the end of the relevant charging period. For example, if the payment period is monthly, it will be entitled to recover unpaid charges to the end of that calendar month, if annually, to the end of that contract year. Payment obligations will continue in full during any period of suspension by Onfido for material breach.</p> <p>4. For avoidance of doubt, the Client will not be permitted to carry forward any unused value of Minimum Annual Fee in the event that it fails to use the whole of Minimum Annual Fee in any given year.</p> <p>Additional fees:</p> <p>The following additional fees will be payable:</p> <ul style="list-style-type: none"> ● Customer Success Package (payable on the Commencement Date): <ul style="list-style-type: none"> ○ Standard Customer Success Package: \$8,000.00 per year ● Assurance Packages: As described in Schedule 4 (payable upon signature of this Agreement): <ul style="list-style-type: none"> ○ Advise Package: \$1,600.00 <p>provided that the Client will reimburse Onfido for any reasonable expenses for example, travel, accommodation, subsistence provided evidenced with receipts.</p>
DESCRIPTION OF ONFIDO'S PERSONAL DATA PROCESSING (AS A PROCESSOR)	<p>Subject Matter, Nature, and Purpose of Processing</p> <p>Onfido's Provision of the Services</p> <p>Duration of Processing</p> <p>The Term</p> <p>Categories of Personal Data:</p> <p>As identified in the Services above and as further detailed in the Records of Processing</p> <p>Categories of Data Subjects</p> <p>Users</p>
SDK LICENSE	<p>In the event that Client uses the Onfido SDK, the terms of the SDK License as set out in Schedule 2 will apply.</p>

SLA	<p>The SLA in the table below will apply in respect of those Services listed in this Order Form commencing 30 days after the first live check:</p> <table border="1" data-bbox="446 298 1430 753"> <thead> <tr> <th data-bbox="446 298 786 474">Check/ Report</th><th data-bbox="786 298 1430 474">Expected Turnaround Time</th></tr> </thead> <tbody> <tr> <td data-bbox="446 474 786 613">Document Check</td><td data-bbox="786 474 1430 613">Instant or up to 5 minutes, on exception up to 2 hours.</td></tr> <tr> <td data-bbox="446 613 786 753">Facial Similarity Check - Selfie</td><td data-bbox="786 613 1430 753">Instant or up to 5 minutes, on exception up to 2 hours.</td></tr> </tbody> </table> <p><i>*Instant means up to fifteen seconds</i> <i>** Document and facial checks involving Chinese, Russian or Japanese Documents will be subject to a turnaround time SLA of 99% < 24 hours, not to those above.</i></p> <p>The SLA are calculated by Onfido starting from the moment Onfido is provided with all information, documents and check initiation requests required to perform the Services and ending the moment the Client receives a response from Onfido indicating the completion of the Report in accordance with this Agreement.</p> <p>These SLA are measured monthly and are subject to Accurate Volume Projections being provided by the Client, and the Client being within the Baseline Tolerance.</p>	Check/ Report	Expected Turnaround Time	Document Check	Instant or up to 5 minutes, on exception up to 2 hours.	Facial Similarity Check - Selfie	Instant or up to 5 minutes, on exception up to 2 hours.
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SPECIAL TERMS	<p>Client will allow Onfido to add the Client (including Client's Brand Features) as a reference in any advertising or promotional material (including on the Site) and will work with Onfido on finalising:</p> <ol style="list-style-type: none"> 1) a case study and; 2) a press release within 30 days following the Client's first use of the Services. <p>The Client acknowledges that at the time of signing this agreement due to the COVID-19 pandemic and resulting government lockdowns, Onfido has had to make a temporary change to delivery of its Services, which now includes instances of remote working. Onfido commits to keeping the Client updated and notifying the Client (by email) when the instances of remote working are no longer in place.</p>						

SIGNATURES

Signed for and on behalf of **Onfido Inc.**

Signature:

DocuSigned by:

C33FEB6473AD402...

Print Name:

Terry Denzer

Title:

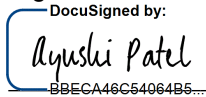
CRO

Date:

20 July 2021

Signed for and on behalf of **the Client**

Signature:

DocuSigned by:

BBECA46C54064B5...

Print Name:

Ayushi Patel

Title:

Operations Manager

Date:

19 July 2021
~~18-07-2021~~