

## E-TRANSFER PAYMENT PROVIDER SERVICES AGREEMENT

Apaylo Finance Technology Inc. is a third-party payment software and risk management provider that has partnered with Trackon Canada Private Ltd. for the provision of end-to-end customer to financial institution E-transfer payment service.

This Payment Provider Services Agreement and each of its schedules (the “**Agreement**”) is by and between Apaylo Finance Technology Inc., with its principal place of business at 4500 Highway 7, Suite 210, Vaughan, Ontario L4L 4Y7 (hereafter “**Provider**”) and Trackon Canada Private Ltd., with its principal place of business at 4440 5 Street NW, Edmonton, AB, T6T 0Z9, Canada (the “**Customer**”).

### ARTICLE I. DEFINITIONS AND INTERPRETATION

**SECTION 1.1** Defined Terms. Unless the context requires otherwise, capitalized terms in this Agreement shall have the following meanings.

- a. “**Affiliates**” means any entity that controls, is controlled by, or is under common control with a party, including its parents and subsidiaries.
- b. “**Authority**” means any government authority, agency, body or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Agreement and “**Authorities**” means all such authorities, agencies, bodies and departments.
- c. “**Applicable Privacy Laws**” means (i) all applicable data protection legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada), the *Personal Information Protection Act* (Alberta); the *Personal Information Protection Act* (British Columbia); and *An Act Respecting the Protection of Personal Information in the Private Sector* (Quebec), as same shall be amended, modified, restated or replaced from time to time; (ii) any internal Customer rules or guidelines related to data security, data integrity, privacy and the safeguarding of information as of the Effective Date; and (iii) those data protection and other laws, policies, agreements and guidelines applicable to the Customer and Provider in Canada.
- d. “**Claims**” means all claims, demands, losses, liabilities and damages (including taxes and related penalties if applicable), and all related costs and expenses, including reasonable legal and professional fees, expert fees and disbursements, and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties.
- e. “**Confidential Information**” shall mean any data or information, oral or written, treated as confidential that relates to either party’s (or, if either party is bound to protect the confidentiality of any third party’s information, such third party’s) past, present, or future research, development or business activities, including any unannounced products and services, any information relating to services, developments, Services Documentation (in whatever form or media provided), inventions, processes, plans, financial information, End User data (including any Personal Information), revenue, transaction volume, forecasts, projections, and the financial terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party prior the Effective Date of this Agreement, as established by

documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; or, (v) it has been independently developed by a party without access to or use of the Confidential Information of the other party.

- f. **“Customer Service”** means the payment services that the Customer provides to facilitate online Electronic Funds Transfer (EFT) program management services outlined in Schedule C.
- g. **“Customer Settlement Amount”** means the amount of money payable by Provider to the Customer in accordance with this Agreement after deduction of any amounts for (1) Fees, (2) Transactions reversed by End User, including chargebacks; (3) ineligible, fraudulent or illegal Transactions Restricted transactions or Transactions otherwise prohibited by this Agreement; (4) Transactions alleged by an End User to have been performed without their consent; (5) Transactions disputed by an End User because the Customer Service was not received or was returned, rejected or defective; or (6) End User refunds initiated either by Customer, Provider or Provider Services.
- h. **“Customer Site”** means any web and mobile sites owned and operated by the Customer or at the direction of the Customer, under license from the Customer.
- i. **“Customer Systems”** shall mean the computer systems operated by or on behalf of Customer that capture or store End User data, or that transmit End User data to Provider.
- j. **“Deliverables”** means any products, documents, materials and other assets of any kind, in all forms or however recorded, to be created, developed, generated, delivered, prepared, or provided to Customer, or acquired on behalf of Customer, by Provider (including its personnel), its Affiliates and Subcontractors in the performance of Provider Services or otherwise delivered in connection with the Provider Services pursuant to this Agreement.
- k. **“Effective Date”** means as of August 18, 2021.
- l. **“End User”** shall mean any customer that uses the Customer Services to make payments through the Customer’s various payment web sites and applications.
- m. **“End User Interface”** means the electronic user interface displayed to and used by an End User within which the End User uses the Provider Service.
- n. **“Fee Schedule”** means those fees set forth in Schedule A.
- o. **“Fees”** mean the fees charged to Customer by Provider for the Provider Services.
- p. **“Intellectual Property”** shall mean all (i) copyrights (including, without limitation, the right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works), copyright registrations and applications, trade-mark rights (including, without limitation, registrations and applications), patent rights, trade names, trade secrets, moral rights, author’s rights, privacy rights, publicity rights, algorithms, rights in packaging, goodwill and other proprietary rights, and all renewals and extension thereof, regardless of whether any of such rights arise under the laws

of Canada and or any other country or jurisdiction where the copyrights may be registered; (ii) intangible legal rights or interest evidenced by or embodied in any idea, design, concept, technique, invention, discovery, enhancement or improvement, including algorithms, concepts or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts or know-how; and any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; and (iii) all derivatives of any of the foregoing.

- q. **"Laws"** mean all applicable Canadian requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to the Agreement, the Provider Services, the Deliverables, or any part of them (and for Provider, includes those Laws applicable to its Affiliates and Subcontractors).
- r. **"Personal Information"** means information about an identifiable individual or that may identify an individual and includes all such information obtained by Provider from Customer pursuant to this Agreement and any information provided by or relating to Customer in connection with or to the Deliverables and Provider Services (including name, address, phone and fax numbers, e-mail address, date of birth and any other form of information) that Provider (or its Affiliates or Subcontractors) may access, collect, use, disclose, transfer, process or store pursuant to this Agreement. For greater clarity, Personal Information shall include the Personal Information of Customer's End Users.
- s. **"Provider API"** shall mean the documentation, payment file formats and any sample code provided to Customer to allow the Provider Services to be enabled.
- t. **"Provider IP"** means (a) Provider Services, Provider API's and Services Documentation and all Intellectual Property rights embodied therein; (b) any content (other than Customer Service or Customer Site or any derivative works thereof) embodied in or used in connection with the implementation, operation, maintenance, or hosting of the Provider Services; and (c) any works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, or confidential information conceived, discovered, developed, or otherwise made by Provider, solely or in collaboration with others, in the course of integrating, customizing, implementing, operating, or maintaining the Provider Services, in each case including any and all derivative works, improvements, updates, modifications, or translations thereof.
- u. **"Provider Platform"** means Provider's payment processing platform (in website, application and other available formats), including any API's to such platform.
- v. **"Provider Services"** means the Provider's payment processing services provided under this Agreement. The services outlined in Schedule C.
- w. **"Reserve Amount"** means an amount agreed to by the parties to hold as security deposit with the Provider for return and chargeback activity by the activities of the Customer.
- x. **"Restricted Transaction"** means transactions from Prohibited Activities as outlined in Schedule B.
- y. **"Security Incident"** has the meaning set out in Section 11.3.

- z. **“Services Documentation”** shall mean collectively, the operating instructions, user manuals, and help files, in written or electronic form, made available to Customer by download, and that are intended for use in connection with the Provider Services.
- aa. **“Settlement Date”** shall be the business day on which a transaction occurred unless there is a bank holiday or bank closure at which time the settlement date shall be the following business day.
- bb. **“Subcontractor”** means any party retained by Provider or its Affiliates to provide any Provider Services or otherwise perform any work on behalf of Customer in connection with this Agreement.
- cc. **“Transaction”** means the purchase by an End User of a Customer Service via the Provider Services.

**SECTION 1.2 Interpretations.** References to Articles, Sections and Exhibits are to be construed as references to the Articles or Sections of, and Exhibits to, this Agreement, unless otherwise indicated, and terms such as “hereof,” “herein,” “hereunder” and other similar compounds of the word “here” shall mean and refer to this entire Agreement rather than any particular part of the same.

## **ARTICLE II. FEES AND SETTLEMENT**

### **SECTION 2.1 Fees**

- a. Provider Fees. Fees are set forth in the Fee Schedule attached hereto as Schedule A. Fees listed do not include any applicable sales, use, excise or VAT taxes. Provider shall maintain the Fee Schedule fixed for the duration of a term of the agreement. Provider shall be entitled to revise the Fee Schedule at the end of the term of the agreement, by giving written notice to Customer at least one hundred and twenty days (120) days prior the effective date of any such revision. Fee
- b. Payment of Fees to Provider
  - i. For Transactions settled to the Provider’s financial institution or financial accounts, Provider shall withhold Fees from the Customer Settlement Amount. If the amount of the Fees exceeds the amount of the Customer Settlement Amount for any applicable period, then Provider shall withhold such Fees from subsequent Customer Settlement Amounts until such Fees are paid. Fees for any month are invoiced on the last day of the month and are due and payable within 30 days.
  - ii. Taxes. All sales, use, VAT or other similar taxes on a payment received from an End User (or other Transaction element) as a result of Transactions processed using the Provider Service pursuant to this Agreement is the responsibility of the Customer. Provider will have no liability for any taxes included in any Transaction.

Any undisputed amounts due to Provider under this Agreement and not paid when due may be subject to a finance charge, at Provider’s discretion, equal to one and one-half percent (1.5%) per month, or the highest rate allowable by law, whichever is less, determined and compounded daily from the date due until the date paid. Provider may accept any check or payment from Customer without prejudice to its rights to recover the

balance due or to pursue any other right or remedy. No endorsement or statement on any check or payment or any correspondence accompanying any check or payment or elsewhere will be construed as an accord or satisfaction.

## **SECTION 2.2 Payment of Customer Settlement Amount to Customer.**

The Provider will allow the Customer read only online banking access to the Settlement Account for reconciliation purposes. The Provider will disburse the Settlement Amount to a financial institution account identified in writing by Customer and maintained in the Customer's name on the first Settlement Date after the date on which the Transaction occurred (usually the first business day after a Transaction occurs - see Section 1.1(aa)). Along with the payment of each Customer Settlement Amount, Provider shall also provide Customer with access to a Customer online reporting interface setting forth, in reasonable detail, the amounts paid by End Users and the calculation of the Customer Settlement Amount.

## **SECTION 2.3 Effects of Termination.**

Upon the expiration or termination of this Agreement for any reason, within thirty (30) days of the date of such expiration or termination, Provider will pay to Customer the remaining Customer Settlement Account accrued since the preceding month's payment to Customer, subject to the establishment and maintenance of the Reserve Amount.

# **ARTICLE III. CERTAIN RIGHTS AND OBLIGATIONS OF PROVIDER**

## **SECTION 3.1 Certain Rights and Obligations of Provider.**

- a. Delivery of Provider Services. Subject to the terms and conditions of this Agreement, Provider shall provide to Customer the Provider Services used by the Customer, at the rates set forth in the applicable Fee Schedule, attached hereto as Schedule A.
- b. Responsiveness to End Users. Provider shall provide no End User customer support but will reasonably assist Customer in any payment disputes, investigations, fraud issues, or other reasonable support needs of the Customer.
- c. Affiliates. The rights, duties and/or obligations of Provider under this Agreement may be exercised and/or performed by Provider and/or any of Provider's Affiliates, or any of their Subcontractors and/or agents.
- d. Subcontractors. With respect to any obligations of Provider under this Agreement performed by Subcontractors, Provider will remain responsible for the performance or non-performance of the obligations by the Subcontractor as well as the actions and omissions of the Subcontractors to the same extent as if performed by Provider and for the purposes of this Agreement such work shall be deemed work performed by Provider. Provider will cause such Subcontractors to perform on behalf of Provider in accordance with the requirements of this Agreement (including ensuring that such Subcontractors comply with the requirements of Article V and Sections 11.1-11.4), provided that if any Subcontractor fails to perform its obligations in accordance with the requirements of Provider

under this Agreement, Provider will remedy such non-performance of its Subcontractor by re-performing such obligations at no additional cost to the Customer. Provider will not disclose to any Subcontractor or the employees of any Subcontractor any Customer Confidential Information until such Subcontractor has a need to know such Customer Confidential Information and has agreed with the Customer in writing to protect the confidentiality of such information in a manner that is no less protective of the Customer's interests than the provisions of Article V and Sections 11.1-11.4.

#### **ARTICLE IV. CERTAIN RIGHTS AND OBLIGATIONS OF CUSTOMER**

##### **SECTION 4.1     Certain Rights and Obligations of Customer**

- a. Customer's Operations Costs. Except for the express obligations of Provider set forth in this Agreement, Customer is solely responsible for all activities required by or otherwise related to the development (), production, delivery, updating and promotion of the Customer Service, including all information used in the Customer Service, and for all fees, costs, taxes or other expenses related to such activities, including if applicable, the taking and fulfillment of orders from End Users.
- b. Full and Timely Performance. During the term of this Agreement, after a payment confirmation from Provider, Customer shall deliver, perform or allow an End user access to the Customer Service.
- c. Customer Authentication. Upon request, both parties agree to verification of compliance with the representations contained in this Agreement and agree to cooperate with, and provide complete, accurate, and timely information as requested.
- d. Reporting Discrepancies. Customer agrees to promptly and regularly review all transactions and other communication received from Providers and to notify Provider if there are any discrepancies between Customer's records and those provided by Provider, or Customer's financial institution or with respect to any Transaction not authorized by Customer.
- e. Merchants. Customer shall not offer Customer Services to any merchant that derives their business from online gambling, sports betting and casino type games except with the Provider's prior written consent.

#### **ARTICLE V. DATA COLLECTION, PRIVACY & SECURITY**

##### **SECTION 5.1     Obligations.**

- a. Customer is solely responsible for the security of data residing on servers owned or operated by Customer, or a third party designated by Customer (i.e. a Webhosting company, processor or other service provider). Customer shall comply with all applicable Laws governing the security, privacy, collection, retention and use by Customer of End User data.
- b. Provider shall comply with all applicable Laws governing the security, privacy, collection, retention, use and disclosure of any Customer or End User data that it processes or otherwise obtains under this Agreement or in connection with the provision of Provider Services.

## **ARTICLE VI. LICENSES**

### **SECTION 6.1     Provider Licenses to Customer.**

- a. License to Provider API, File Formats and Services Documentation. Subject to the terms of this Agreement, Provider hereby grants to Customer and Customer hereby accepts from Provider a personal, limited, non-exclusive, non-transferable license and right to the Provider API, File Formats and accompanying Services Documentation for the following purposes:
  - I. To use the Provider API on as many machines as reasonably necessary (which machines are and shall be maintained in facilities owned, occupied or leased by Customer) to use the Provider Services for the purpose of selling Customer Services to End users; and
  - II. Use the Services Documentation solely for the purpose of installing and using the Provider API's and File Formats; and
  - III. Create a reasonable number of copies of the Provider API, File Formats and Services Documentation, with all copyright notices intact, for archival purposes only.

### **SECTION 6.2     Trademark Licenses.**

- a. License to Provider Marks. Subject to the terms and conditions of this Agreement, Provider grants to Customer a limited, non-exclusive, non-sub licensable, non-transferable, royalty-free, revocable, worldwide license to use, display, store and reproduce the Provider Marks to promote and provide End Users with the ability to use the Provider Services to pay for Customer Services.
- b. License to Customer Marks. Subject to the terms and conditions of this Agreement, Customer grants to Provider a non-exclusive, sub licensable, transferable, royalty-free, worldwide license to use, display, store and reproduce the Customer Marks to promote and provide End Users with the ability to use the Provider Services to pay for Customer Services.
- c. Use of Trademarks. Each party shall strictly comply with all standards with respect to the other party's marks contained herein or which may be furnished by such party from time to time. All uses of the other party's marks shall inure to the benefit of the party owning such mark.

## **ARTICLE VII. INTELLECTUAL PROPERTY**

Each party acknowledges and agrees that except for the rights and licenses expressly granted in this Agreement, each party shall retain all right, title and interest in and to its own Intellectual Property and any derivatives of the foregoing; and nothing contained in this Agreement shall be construed as conferring upon either party by implication, operation of law, estoppel, or otherwise, any other license or right. Neither party shall: (1) use, reproduce, distribute, or permit others to use, reproduce, or distribute any of the other party's Intellectual Property for any purpose other than as specified in this Agreement; (2) make the other party's Intellectual Property available to unauthorized third parties; (3) rent, electronically distribute, timeshare, or market the other party's IP by interactive cable, remote processing services, service bureau or otherwise; or, (4) directly or indirectly modify, reverse engineer, decompile, disassemble, or derive source code from any of the other party's Intellectual Property.

## ARTICLE VIII. WARRANTIES AND DISCLAIMERS

### SECTION 8.1 Provider Warranties.

- a. With respect to Provider Services, Provider represents, warrants and covenants that the Provider Services and Deliverables, including Provider API's provided to Customer hereunder will conform to specifications set forth in the applicable Services Documentation, as may be amended from time to time at Provider's sole discretion.
- b. With respect to Provider Services, Provider further represents, warrants and covenants that, at all times while this Agreement is in effect, Provider will maintain compliance with the information principles as outlined by the Personal Information Protection and Electronic Documents Act (PIPEDA) and compliance with industry standards governing physical, technical and organizational security of End User data. **Customer** has the right, with reasonable notice, and at their own expense, to review **Provider** policies, procedures, and controls with respect to data security.
- c. Provider additionally represents and warrants as follows:
  - i. The provision of the Deliverables and Provider Services as contemplated by this Agreement will not infringe the industrial, commercial or Intellectual Property rights of any other person;
  - ii. To the best of Provider's knowledge, there are no existing or threatened legal proceedings, claims, or allegations (formal or informal) in respect of Provider's use or ownership of any Intellectual Property that is relevant to this Agreement or in respect of Provider's ability to license or otherwise make available the Deliverables or the Provider Services to Customer. To the best of Provider's knowledge, there are no existing or threatened legal proceedings, claims, or allegations (formal or informal) claiming that the use of any such Intellectual Property infringes the Intellectual Property rights of others or that the use of any particular trade-marks in connection with such intellectual property constitutes passing off;
  - iii. All Deliverables provided hereunder will be free of any debilitating software code introduced by Provider, such codes to include computer viruses, worms, software locks, drop dead devices, malware, Trojan horse routines, trap doors, time bombs or any other codes or instructions that may be used to access, modify, replicate, distort, delete, damage or disable the Customer's software, or computer systems;
  - iv. All material licenses, permits, authorizations, consents or approvals required for the provision of the Deliverables and Provider Services have been or will be, before commencement of work, obtained and are, or will at all relevant times be, in full force and effect and Provider is not, and will not be, in default in any material respect or alleged to be in default in any material respect thereunder;
  - v. There are no actions, suits, claims, proceedings or governmental investigations of which Provider has received written notice, or to Provider's knowledge, that are threatened against or affecting Provider or any Subcontractor that have a reasonable prospect of succeeding and that, if adversely determined or settled, alone or in the aggregate, might result in any material adverse effect on this Agreement or the Provider Services or the Deliverables, or impair the ability of Provider to perform its obligations under this Agreement or any agreement contemplated hereby and neither Provider nor any of its Subcontractors are subject to any judgment entered by any court in respect of any matter relevant to this Agreement;



- vi. Neither Provider nor its Subcontractors are or have been subject to any proceeding commenced by or against Provider or any Subcontractor, whether voluntary or involuntary, seeking to have an order for relief entered against Provider or such Subcontractor as debtor or to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for Provider or such Subcontractor or its assets;
  - vii. While this Agreement is in effect, Provider shall maintain and adhere to all reasonable security measures, including physical, organizational and technical measures, to protect the Provider Platform and the Customer and End User data contained therein from unauthorized control, tampering, or any other unauthorized access;
  - viii. Provider will perform the Provider Services and provide the Deliverables efficiently, in a competent and professional manner, in compliance with all Laws and with all due skill, diligence, prudence and foresight which would reasonably be expected from a services provider skilled and experienced in the nature of the performance of the Provider Services and the provision of the Deliverables consistent with the highest of industry standards and in strict conformity with this Agreement; and
  - ix. The above representations, warranties and covenants of Provider will survive termination of this Agreement subject to the Limitations Act, 2002, S.O. 2002, c. 24, Schedule B.
- d. The preceding warranties will not apply if: (i) any Provider Services or Deliverables provided hereunder are used in material variation with this Agreement or the applicable documentation; (ii) any products, services, or deliverables licensed hereunder or any part thereof have been modified without the prior written consent of Provider; (iii) a defect in any Deliverables or Provider Services provided hereunder has been caused by any of Customer's equipment or third party software; or (iv) the Provider Services are impaired due to a change in Customer's code, products, or services without prior written notice as required herein.
- e. In the event Customer discovers that any Provider Services or Deliverables as applicable, are not in conformance with the representations, warranties and covenants set forth in Section 8.1a and reports such non-conformity to Provider, Provider will, at Provider's discretion: (i) exercise commercially reasonable efforts to correct the non-conformity at no additional charge to Customer, or (ii) refund the fees paid for the non-conforming Deliverables or Provider Services during the ninety (90) day period preceding Customer's discovery of such non-conformity. Provider's failure to remedy any defects in the Provider Services or Deliverables reported by Customer within thirty (30) days of such notification shall additionally entitle Customer to terminate the Agreement upon written notice to Provider. The remedy stated in this paragraph constitutes Customer's sole and exclusive remedy and Provider's entire liability under sections 8.1.a through section 8.1.d.
- f. Provider will not directly to indirectly seek to move merchants to another Customer. Customer will not directly or indirectly seek to move merchants to another Provider

## **SECTION 8.2**     Customer Warranties.

- a. Customer represents and warrants that at all times during the term of this Agreement, Customer's installation, configuration, and use of Provider Services shall conform to specifications set forth in the applicable Services Documentation.
- b. Customer hereby represents and warrants that, prior to transmitting End User information to Provider, i) it will ensure the identity of the End User and provide as requested the identification to Provider; and ii) it will provide all reasonably necessary disclosures and/or obtain all reasonable necessary consents from each End User regarding the intended disclosures and uses of the End User data as required by Law.
- c. Customer further represents and warrants that, at all times while this Agreement is in effect, Customer shall maintain and adhere to all reasonable security measures to protect Customer Systems and the data contained therein from unauthorized control, tampering, or any other unauthorized access.
- d. Customer represents and warrants that (1) Customer has all necessary rights and authorizations to the Customer Services, for which Customer is using the Provider Services; (ii) Customer does and will comply with all applicable Laws; and (iii) none of the Customer Services constitute, support, encourage or otherwise contribute to a Transaction that Customer knows to be fraudulent.

## **SECTION 8.3**     Disclaimers.

- a. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE DELIVERABLES AND SERVICES PROVIDED HEREUNDER BY PROVIDER ARE PROVIDED "AS IS". PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE PROVIDER SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE. THIS DISCLAIMER OF WARRANTY EXTENDS TO CUSTOMER AND USERS OF CUSTOMER'S PRODUCTS AND SERVICES AND IS IN LIEU OF ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF OPERABILITY, FITNESS FOR PARTICULAR PURPOSE AND TITLE WITH RESPECT TO THE DELIVERABLES AND SERVICES, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

SCHEDULE 'C' OF THIS AGREEMENT DEFINES THE SERVICES TO BE PROVIDED BY PROVIDER AND CUSTOMER, AND SECTION 8.1 AND SECTION 8.2 WARRANTS THOSE SERVICES.

- b. CUSTOMER UNDERSTANDS AND AGREES THAT PROVIDER SHALL BEAR NO RISK WITH RESPECT TO CUSTOMER'S SALES OF ITS PRODUCTS OR SERVICES.

## **ARTICLE IX. INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **SECTION 9.1**     Indemnification.

- a. Provider (the "**Indemnifying Party**") will fully defend, indemnify and hold harmless Customer, its Affiliates, and their officers, directors, employees, and the successors and assigns of the foregoing (the "**Indemnified Party**"), at Provider's expense, in connection with any Claims brought against the Indemnified Party to the extent that such cause of action is based upon a claim that any Provider Services or Deliverables of the Indemnifying Party infringe any Canadian Intellectual Property rights.

The Indemnifying Party will pay those Claims provided that (i) the Indemnified Party notifies the Indemnifying Party in writing within thirty (30) days after the Indemnified Party becomes aware of such claim (provided that the failure to so notify shall not affect the Indemnified Party's rights to indemnification hereunder unless, and then only to the extent that, the Indemnifying Party has been actually prejudiced thereby); and, (ii) the Indemnifying Party has sole control of the settlement, compromise, negotiation, and defense of any such action (provided that the Indemnifying Party may not agree to any settlement that involves injunctive or equitable relief affecting the Indemnified Party or admission of liability by the Indemnified Party without obtaining the Indemnified Party's prior written consent); and, (iii) the Indemnified Party cooperates, in good faith, in the defense of any such legal action at the expense of the Indemnifying Party.

- b. Should any of the Indemnifying Party's Deliverables or Provider Services become, or in the Indemnifying Party's opinion is highly likely to become, the subject of a claim of infringement or if Customer is prevented from using the Provider Services and/or the Deliverables by reason of a claim of infringement, the Indemnifying Party may, at its option, (i) obtain the right for the Indemnified Party to continue using said Deliverables or Provider Services on terms not less favorable than those provided in this Agreement; (ii) modify the Indemnifying Party's Deliverables or Provider Services with substantially similar products or services so that they are no longer infringing provided that the modification does not adversely affect the functionality or performance capabilities of the Deliverables or Provider Services; (iii) replace the infringing Provider Services or Deliverable with functionally equivalent non-infringing products or services which satisfy the warranties and covenants herein; or (iv) in the event that the foregoing are not commercially feasible within thirty (30) days after Customer is advised to cease using the Deliverable or Provider Services, Customer may (A) terminate the Agreement; and (B) refund any pre-paid fees previously paid by Customer, including any prepayments received by Provider for Provider Services not provided as a result termination under this Section or refund payments made by the Customer for any Deliverable that may no longer be used.
- c. General Indemnity. The Indemnifying Party will additionally defend, indemnify and save the Indemnified Party harmless for and from all Claims suffered by the Indemnified Party based upon or attributable to (i) any breaches of Provider's obligations under Article V or Sections 11.1 - 11.4; (ii) any act or omission of Provider, its Affiliates or Subcontractors or other persons under Provider's direction; (iii) any breach of Laws while performing all or part of Provider's obligations under this Agreement.
- d. The Indemnifying Party shall have no liability for any claim of infringement based on (i) products or services of the Indemnifying Party which have been modified by parties other than the Indemnifying Party; (ii) the Indemnified Party's use of the Indemnifying Party's products or services in conjunction with the Indemnified Party's products, services or data where use with such products, services or data gave rise to the infringement claim; (iii) failure of the Indemnified Party to install upgrades or patches provided by the Indemnifying Party where such upgrade or patch would have removed the infringing condition; or, (iv) the Indemnified Party's use of the Indemnifying Party's products or services in a manner inconsistent with documentation provided with such products or services; or, (v) the Indemnified Party's use of the Indemnifying Party's products or services with software or hardware

not authorized by the Indemnifying Party, where use with such other software or hardware gave rise to the infringement claim.

- e. Provided that Provider has acted in accordance with this Agreement and the written direction or instructions of Customer with respect to the matter giving rise to the Claim, Customer will fully defend, indemnify and hold harmless Provider, its Affiliates, and their officers, directors, employees, and the successors and assigns of the foregoing at Customer's expense, in connection with any Claims brought against the Customer to the extent that such cause of action is based upon a claim that any Customer Intellectual Property infringe any Canadian Intellectual Property rights. The Customer will pay those Claims provided that (i) Provider notifies Customer in writing within thirty (30) days after Provider becomes aware of such claim (provided that the failure to so notify shall not affect Provider's rights to indemnification hereunder unless, and then only to the extent that, Customer has been actually prejudiced thereby); and, (ii) Customer has sole control of the settlement, compromise, negotiation, and defense of any such action (provided that Customer may not agree to any settlement that involves injunctive or equitable relief affecting Provider or admission of liability by Provider without obtaining Provider's prior written consent); and, (iii) Provider cooperates, in good faith, in the defense of any such legal action at the expense of Customer.

## **SECTION 9.2     Limitations of Liability.**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY ERRORS, ACTS OR THE FAILURE TO ACT BY OTHERS INCLUDING BUT NOT LIMITED TO FINANCIAL INSTITUTIONS, COMMUNICATION CARRIERS, PROCESSING SERVICES COMPANIES, VERIFICATION SERVICES COMPANIES THROUGH WHICH TRANSACTIONS MAY BE PASSED AND OR ORIGINATED, NOR SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OF BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR SUCH PARTY'S LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE. OTHER THAN IN RESPECT OF LIABILITIES ARISING UNDER SECTIONS 5.1., 9.1 OR 11.1 - 11.4, THE ENTIRE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO THE FEES PAID TO PROVIDER HEREUNDER UNDER THIS AGREEMENT IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. FOR GREATER CLARITY, THE PARTIES AGREE THAT ANY DAMAGES ARISING UNDER SECTIONS 9.1, 11.1 - 11.4 SHALL BE DEEMED TO BE DIRECT DAMAGES.

## **ARTICLE X.    TERM AND TERMINATION**

### **SECTION 10.1   Term and Termination of Agreement.**

- a. This Agreement shall commence on the Effective Date. The initial term ("**Initial Term**") of this Agreement shall be three (3) years beginning from the Effective Date, Thereafter, this Agreement will renew automatically for additional terms of one (1) year (each a "**Renewal Term**") unless either party provides written notice to the other party, at least Sixty (60) calendar days prior to the commencement of any Renewal Term, that the Agreement shall not so renew.

- b. The Agreement may be terminated by either party at any time for convenience by providing ninety (90) calendar days written notice thereof.
- c. The Agreement may be terminated by either party effective immediately upon written notice, in the event that (i) the other party files a petition, in bankruptcy, seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors (ii) a receiver, trustee, or similar officer is appointed for the business or property of such party; (iii) any involuntary petition or proceeding, under bankruptcy or insolvency laws, is instituted against such party and not stayed, enjoined, or discharged within sixty (60) days; or (iv) the other party adopts a resolution for discontinuance of its business or for dissolution.
- d. Except as otherwise provided in this Agreement, within thirty (30) calendar days of termination of this Agreement, the Receiving Party shall, at the Disclosing Party's discretion, (i) return to the other party all materials belonging to the other party that constitutes Disclosing Party's Confidential Information and Intellectual Property; or, (ii) destroy all materials that constitute Confidential Information and Intellectual Property of the Disclosing Party and provide to the Disclosing Party written certification signed by an authorized officer of the Receiving Party that all such information was so destroyed.

## ARTICLE XI. GENERAL TERMS

### SECTION 11.1 Confidential Information.

- a. Each Party (the "**Receiving Party**") hereby agrees (i) to hold the other party's (the "**Disclosing Party**") Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Confidential Information or any information derived there from to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as contemplated hereunder, (iv) not to copy or reverse engineer any such Confidential Information, and (vi) that any employee, Subcontractor, or agent given access to any such Confidential Information must have a legitimate "need to know" and shall be bound in writing to comply with the Receiving Party's confidentiality obligations, including those specific to this Agreement. Disclosing Party will be fully responsible for any noncompliance by such employees, Subcontractors, or agents.
- b. If a Receiving Party receives, or anticipates that it may become, legally compelled to disclose any of the Confidential Information of the Disclosing Party, Receiving Party will provide Disclosing Party with prompt notice so that Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If a full protective order or other appropriate remedy is not obtained, Receiving Party will disclose only that portion of the Confidential Information that it remains legally compelled to disclose, and will exercise its reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

- c. Nothing in this Agreement shall be construed to prohibit or restrict Provider's disclosure of Transaction data, including End User information, to third parties and Affiliates for the purpose of providing Provider Services, including without limitation thereof, for purposes related to fraud and risk management, and as otherwise permitted or required by law or applicable regulation.

**SECTION 11.2**      Security and Protection of Personal Information. For Confidential Information that is Personal Information, Provider additionally agrees that it shall:

- a. Collect, use, transfer, store, disclose, process and handle all Personal Information that it receives from Customer or otherwise pursuant to this Agreement solely in full compliance with the Applicable Privacy Laws;
- b. Not process or use Personal Information for any purpose other than as strictly required to perform the Provider Services and provide the Deliverables and otherwise meet its obligations under this Agreement;
- c. Upon request, Provider will cooperate with Customer in responding to any requests by individuals to allow access to, correct, block, suppress or delete any such Personal Information that it holds on behalf of Customer;
- d. Ensure that all Personal Information collected, received, handled or processed by it under this Agreement, irrespective of the format in which it is contained, is protected against loss or theft, as well as unauthorized access, disclosure, copying, use or modification by security safeguards appropriate to its sensitivity, amount, distribution, format and method of storage. Such security safeguards shall comply with all Applicable Privacy Laws and shall provide at least the same or similar use of its most sensitive Personal Information. Such security safeguards shall include, if applicable, physical measures (such as locked cabinets and restricted office access), organizational measures (security clearances, limiting access on a "need-to-know" basis), and technological measures;
- e. Maintain at all times during this Agreement appropriate disaster recovery and back-up plans and ensure procedures are in place with respect to the Personal Information in its possession. Provider agrees that from time to time, it will review its procedures and those of its Affiliates and Subcontractors with respect to security safeguards through risk assessments, benchmarking or other means, to determine whether they are still consistent with Applicable Privacy Laws, appropriate to the risks, and consistent with best practices, and if not, agrees to revise the same as required;
- f. Ensure that its contractual relationship with any Subcontractor requires such a party to maintain the confidentiality and security of Personal Information, to collect, use, transfer, store, disclose, process and handle all Personal Information it receives under such contract in compliance with Applicable Privacy Laws and restricts the use by Subcontractor of the Personal Information only for the purpose of providing the Provider Services and the Deliverables under this Agreement. Without limiting the generality of the foregoing, Provider shall ensure that all agreements entered into between Provider and its Subcontractors shall contain substantially similar terms and conditions relating to Personal Information as set forth in this Agreement, including safeguards and standards for the protection of the Personal Information at least as strict as those contained in this Section and which will bar any

further subcontracting or access to the Personal Information without the written consent of Customer;

- g. Ensure that any Subcontractors' employees receiving or having access to such Personal Information are advised of the terms and conditions relating to Personal Information described above and require such persons to abide by such requirements in writing in a form reasonably acceptable to Customer;
- h. Immediately notify Customer's representative for the purposes of this Agreement of: (a) any legally binding request for disclosure of the Personal Information by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement obligation; (b) any suspected or actual accidental or unauthorized access or disclosure of the Personal Information not expressly contemplated by this Agreement; and (c) any request received directly from an individual without responding to that request, unless he has been otherwise authorized to do so;
- i. Fully cooperate with, and assist in, any investigation by Customer or any Authority following the approval and direction of Customer of a complaint that any such Personal Information has been collected, used or disclosed by Provider, an Affiliate or a Subcontractor contrary to this Agreement or to the Applicable Privacy Laws;
- j. Allow Customer or its agents the reasonable opportunity to audit Provider's and its Affiliates' and Subcontractors' privacy and data protection practices (including as necessary, its books and records) with respect to Personal Information to ensure compliance with the requirement of this Section and this Agreement more generally, including its data storage facilities for Personal Information (including any data centers, Provider's premises or those of Affiliates and Subcontractors) and Provider shall use best efforts to correct and cause its Affiliates and Subcontractors to correct any defects observed by Customer, including the administrative procedures of Provider, and to otherwise confirm compliance by Provider with its obligations under this Agreement. Provider will preserve all pertinent documents required for the foregoing purposes for a period of seven (7) years after this Agreement terminates; and
- k. Fully cooperate with Customer in connection with any investigations, audits or information requests that may be made by an Authority or otherwise in connection with Applicable Privacy Laws, including permitting Customer (or a duly qualified Independent Auditor or inspection authority selected by Customer and not reasonably rejected to by Provider) at Customer's cost to examine and audit (collectively, a "**Personal Information Audit**") its data storage facilities for Personal Information (including any data centers, Provider's or its Affiliates' premises or those of its Subcontractors') provided that Customer shall (and shall ensure that any auditor or inspection authority carrying out a Customer Personal Information Audit shall) maintain the confidentiality of all Personal Information as required by Applicable Privacy Laws and all Confidential Information of Provider as Customer is required to do under this Agreement.

**SECTION 11.3**      Breach of Security. In the event of any (i) loss, destruction, theft, unauthorized or unlawful access or modification to or use of, or unauthorized or unlawful disclosure of any Customer Personal Information under the custody or control of Provider, an Affiliate or Subcontractor; or (ii) actual or suspected

breach of security on or at Provider, an Affiliate's or any Subcontractor's facilities relating to the Provider Services, the Deliverables or Customer Confidential Information (each a "**Security Incident**"), Provider shall promptly, and, in any event, as soon as feasible after it determines that such Security Incident has occurred: (a) notify Customer of the Security Incident and provide along with such notice any details of the Security Incident that it is aware of; (b) take such actions as may be necessary or requested by Customer to mitigate the effects and to minimize any damage resulting from the Security Incident (including taking all commercially reasonable steps to enforce against any person that is or may be engaging in activities relating to the Security Incident any rights Provider has to require such person to cease such activities relating to the Security Incident); (c) investigate the Security Incident and provide Customer with detailed information about the Security Incident, including: (i) how and when the Security Incident occurred; (ii) how and when the Security Incident was discovered; (iii) any steps taken to address the Security Incident, mitigate such Security Incident and any steps taken to prevent a recurrence; (iv) sufficient information to allow individuals who may be affected by the Security Incident to understand the significance to them of the breach and to take steps, if any are possible, to reduce the risk of harm that could result from it or to mitigate that harm, and any other information required by Laws; (v) sufficient information to enable Customer to determine if notice must be given to any of the Authorities, any third party organizations or to individuals (including to determine if the breach creates a real risk of significant harm to an individual who may be affected); (vi) to the extent Provider has knowledge, a description of the categories of Customer Personal Information or Confidential Information involved for each affected individual; (vii) all other information relating to the Security Incident that Provider becomes aware of; and (viii) such other information as is reasonably requested by Customer; and (d) assist Customer in the coordination of any external communications relating to the Security Incident, including with any Authority, third party organization or affected individuals, with Customer, in accordance with the communication protocols prescribed by Customer and the Applicable Privacy Laws.

**SECTION 11.4 Maintaining Records.** Additionally, Provider will keep and maintain accurate and up-to- date records of all Security Incidents (including in accordance with any requirements prescribed by Applicable Privacy Laws) during the term of this Agreement and for a period of twenty-four (24) months thereafter.

Provider will provide such records to Customer upon request (which, for certainty, Customer may provide to Authorities).

**SECTION 11.5 Marketing.** Neither party shall be entitled to issue a press release disclosing the existence of the relationship formed hereunder between Provider and Customer without the express written consent of the other party.

**SECTION 11.6 Relationship of Parties.** The parties shall perform all of their duties under this Agreement as independent contractors. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party, or to constitute the parties as principle and agent, employer and employee, franchiser and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking. The parties understand and agree that, except as specifically provided in this Agreement, neither party grants the other party the power or authority to make or give any agreement, statement, representation, warranty, or other commitment on behalf of the other party, or to enter into any



contract or otherwise incur any liability or obligation, express or implied, on behalf of the other party, or to transfer, release, or waive any right, title, or interest of such other party.

**SECTION 11.7 Governing Law: Consent to Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with laws of the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflicts of laws principles). The parties agree that any dispute arising under this Agreement will be resolved in the courts of Ontario, and the parties hereby expressly consent to jurisdiction therein.

**SECTION 11.8 Assignment.** Neither this Agreement nor any rights hereunder may be transferred or assigned by either party without the prior written consent of the other party. Except as provided in this section, any attempts by either party to assign any of its rights or delegate any of its duties hereunder without the prior written consent, which shall not be unreasonably withheld, of the other party shall be null and void.

**SECTION 11.9 Force Majeure.** Neither party hereto shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, natural disasters, war, and acts of terrorism, strikes, revolutions, lack or failure of transportation facilities, lack or failure of public utilities, laws or governmental regulations or other causes that are beyond the reasonable control of such party (each, a “**Force Majeure Event**”). The parties agree that an event will not be considered a Force Majeure Event if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Additionally, and without limiting the generality of the foregoing, the parties further agree that Force Majeure Events do not include shortages or delays relating to supplies or services or fires. If a party seeks to excuse itself from its obligations under this Agreement due to a Force Majeure Event, that party shall promptly notify the other party of the delay or non-performance, the reason for such delay or non-performance, the anticipated period of delay or non-performance and in the case of Provider, the expected date of resumption and the details of any contingency plans that will enable Provider to minimize the length of the delay. Customer may terminate this Agreement, if Provider is unable to perform the Provider Services or provide Deliverables in any material respect for more than seven (7) days as a result of a Force Majeure Event and in no event will the Customer be obligated to make any additional payments to Provider for any Provider Services or Deliverables if Provider is unable to deliver such Provider Services or Deliverables as a result of any Force Majeure Event.

**SECTION 11.10 Entire Agreement.** This Agreement and each of its exhibits or appendices constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements, including, without limitation, any preprinted terms and conditions contained in any Customer purchase order or other Customer documentation. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

**SECTION 11.11 Modifications, Amendments, and Waivers.** This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized employees of both of the parties hereto. The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

SECTION 11.12 Counterparts. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

SECTION 11.13 Survivability. The provisions of this Agreement relating to payment of any fees or other amounts owed, payment of any interest on unpaid fees, confidentiality/protection of Personal Information, disclaimers, warranties, limitation of liability, indemnification, governing law, severability, headings, and this paragraph shall survive any termination or expiration of this Agreement.

SECTION 11.14 Notices. Unless otherwise expressly set forth in this Agreement, any legal notice required under this Agreement shall be given in writing at the address set forth herein, as may be amended in writing from time to time, and shall be deemed to have been delivered and given for all purposes (i) on the delivery date, if delivered by hand courier to the party to whom such notice is directed; (ii) two (2) business day after deposit with a commercial overnight carrier and, (iii) upon completion of transmission, if sent via facsimile with a confirmation of successful transmission.

**SECTION 11.15** Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

**SECTION 11.16** Headings. The headings in this Agreement are intended for convenience or reference and shall not affect the Agreement's interpretation.

**IN WITNESS WHEREOF**, the parties agree to be bound by the terms and conditions of this Agreement and the parties have caused this Agreement to be executed by their duly authorized representatives.

**Provider: Apaylo Finance Technology Inc.**

**Customer: Trackon Canada Private Ltd.**

Authorized Signature:

Authorized Signature: *ayushipatel*

Name:

Name: Ayushi Patel

Title:

Title: Operations Manager

Date:

Date: 12-Aug-2021

C

**SCHEDULE A: FEES****E-Transfer Fees**

Service	Charge Basis	Fee
Minimum Monthly Fee Aggregate of all Fees incurred	Monthly	\$1000
Monthly Subscription Fee (access to APIs, SFTP, and Bill Payment)	Monthly	\$250
Per File Fee (If Non-API)	Per File	\$10.00
On-boarding Fee	One-time	\$3000 (waived)

Description	Fee
<b>Transaction Fees</b>	
Per Real Time Transaction Amount less than \$10,000.00 (ten thousand dollars)	\$1.25 per transaction
For transactions > \$10,000	25bps (0.25%) incremental cost
Per Regular Bulk Transaction less than \$10,000 (ten thousand dollars)	\$1.25 per transaction
Per Priority Bulk Transactions- applies to multiple settlement periods per day 2+	\$1.45 per transaction
<b>Other Fees</b>	
Rejects / Recalls / Chargebacks / Reversals	\$2.25 per transaction
Item Dispute	\$5.00 per item
Traces to the Originator	\$15.00 per trace
<b>Other Limits / Reserves</b>	
Reserve Amount	<ul style="list-style-type: none"><li>50% of the highest 3 days of settlement activity during the past 30 days; and/or</li><li>2% of the last 90 days settlement</li></ul>

**Note:**

- All processing fees are calculated in the same currency as the transaction. The default currency for service setup and maintenance fees is CAD.
- All service fees and charges are subject to any applicable sales taxes (GST/PST/QST/HST) or any tax levied by the government thereafter, and these taxes will be payable by the Customer.
- Any other non-transaction fees, charged by the underlying financial institution, associated with the settlement of the Customers transactions will flow directly to the Customer at the same cost the financial institution has charged the Provider (without markup).

## **SCHEDULE B: PROHIBITED ACTIVITIES**

Customer agrees that Customer will not at any time conduct Customer's business in any manner that directly or indirectly offers, sells, leases, licenses or displays, delivers, advertises, recommends, performs or promotes any product(s), service(s) data, information, image(s), text and/or any content which:

- (i) is unlawful or violates any applicable Canadian law, statute, ordinance, or regulation including, without limitation, the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) published guidance, consumer protection law, Internet tobacco sales, unfair competition, antidiscrimination or false advertising;
- (ii) is associated with any form of adult, sexually oriented, or obscene materials or services, including without limitation, any material clearly designed to sexually arouse the viewer/reader (e.g., books, text, photos, videos, X-rated movies, pornographic materials, etc.), escort services, and adult websites;
- (iii) infringes on any Canadian patent, trade-mark, trade secret, copyright, or other proprietary right of any party, including but not limited to, the unauthorized copying and posting of trade-marks, pictures, logos, software, articles, musical works and videos;
- (iv) is threatening, abusive, harassing, defamatory, obscene, libelous, slanderous, deceptive, fraudulent, invasive of another's privacy;
- (v) impersonates any person or entity;
- (vi) contains harmful intent, including, without limitation, software viruses, Trojan horses, worms, time bombs, cancel bots, spy-ware, or any other files, software programs, or technology that is designed or intended to disrupt, damage, surreptitiously intercept or expropriate the Provider Services or any system, program, data or personal information or limit the functioning of any software, hardware, or equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- (vii) causes an unusual number of API calls to be made to the Provider platform resulting in disruption to Provider Services deemed to at no fault by Customer or Customer's clients;
- (viii) violates any Canadian export or import laws;
- (ix) (x) offers or disseminates fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes) or engage in any unfair deceptive act or practices;
- (x) is associated with illegal telecommunications or television equipment.
- (xi) is associated with the sale of real-world firearms.

## **SCHEDULE C: THE SERVICES**

### Provider Services

The Provider has agreed to provide payment processing services to assist the Customer in expediting the receipt of remittances and the Provider has agreed to perform the services outlined below subject to the terms of this Agreement:

- The Provider shall open a Settlement Account(s) with a financial institution(s) in trust for the Customer;
- The Provider shall receive in its Settlement Account all payments, in trust for the Customer, from the financial institution's branches each day. The Provider agrees to process these payments in accordance with the financial institution's usual procedures and any applicable rules as amended from time to time.
- The Provider will allow the Customer read only online banking access to the Settlement Account(s) so that they may reconcile the account and Provider will disburse the Customer Settlement Amount to a financial institution account identified in writing by Customer and maintained in the Customer's name on the first Settlement Date after the date on which the Transaction occurred.
- The Provider will allow the Customer to perform transactions (deposits and withdrawals) from the Provider's Settlement Account.
- The Provider will support the Customer in responding to financial institutions, and various Know Your Customer ("KYC") requests.
- The Provider will communicate any financial institution AML/ATF investigations to the Customer
- within forty-eight (48) hours of receipt. The Provider and the Customer will jointly be responsible for these investigations and will work in good faith to investigate occurrences at the request of the financial institution.

### Services to be Provided by the Customer

The Customer has requested the Provider make available a Settlement Account (s) to provide payment remittance provider services to assist the Customer in expediting the receipt of remittances and the Customer has agreed to perform the services outlined below subject to the terms of this Agreement:

- The Customer shall observe all applicable laws and legislation at all times;
- The Customer will maintain Anti-Money Laundering/Anti-Terrorist Financing policies and programs including Know Your Customer procedures;
- The Customer shall maintain a Reserve Amount in the Provider's Settlement Account as outlined in Schedule A;
- The Customer shall manage the day-to-day Settlement Account processing including the reconciliation of their system with that of the Settlement Account deposit/withdrawal activity;
- The Customer will maintain detailed audit and accounting details of the Settlement Account(s) to aid in the monthly, quarterly, and year-end financial reporting;
- The Customer is responsible for all KYC requests that may be requested by each financial institution;
- The Customer will make payment on Fees owed to the Provider on the 15<sup>th</sup> of every month.