Court File No. CV-25-00749775-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

DROP TECHNOLOGIES INC. (FORMERLY KNOWN AS DROP LOYALTY INC.), DROP TECHNOLOGIES USA INC., and DROP TECHNOLOGIES HOLDINGS ULC

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

APPLICATION RECORD – VOLUME I
(Returnable August 28, 2025)

August 20, 2025

AIRD & BERLIS LLP
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Toronto, ON M5J 2T9

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Email: aho@airdberlis.com

Lawyers for the Applicant

TO: SERVICE LIST

Court File No. CV-25-00749775-00CL

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INDEX

TAB	**DOCUMENT**
VOLUME I	
1.	Notice of Application issued on August 18, 2025
2.	Affidavit of John Karkoutlian sworn August 20, 2025
	Exhibits
	A Corporate Profile of Drop
	B Annual Report Filed in Respect of Drop USA
	C Corporate Profile of Drop ULC
	D Screenshots from Drop Website
	E Screenshots from Drop LinkedIn page
	F Loan and Security Agreement between Drop Loyalty Inc. and Silicon Valley Bank dated September 14, 2017

G	First Amendment to Loan and Security Agreement dated January 31, 2018
H	Joinder and Second Amendment to Loan and Security Agreement dated September 13, 2019
I	Third Amendment to Loan and Security Agreement dated December 8, 2020
J	Wavier and Fourth Amendment to Loan and Security Agreement dated September 27, 2021
K	Joinder and Fifth Amendment to Loan and Security Agreement dated January 12, 2022
L	Letter Amending Agreement dated January 27, 2022 and Deferral Agreement dated April 7, 2020
M	Sixth Amendment to Loan and Security Agreement dated June 30, 2022
N	Forbearance and Seventh Amendment to the Loan and Security Agreement dated May 8, 2024
O	Eighth Amendment to Loan and Security Agreement dated May 28, 2024
P	Ninth Amendment to Loan and Security Agreement dated December 20, 2024
Q	Debtors' Pledge of Intellectual Property
R	Registration of the Debtors' Pledge of Intellectual Property
S	Certified PPSA (Ontario) Search as of August 6, 2025 against Drop

VOLUME II

T	Priority Agreement between Royal Bank of Canada and Silicon Valley Bank and Cash Collateral Confirmation
U	RBC Portfolio Monitoring and Securities Control Agreement
V	Subordination Agreement between Silicon Valley Bank and Rogue Insight Capital Ltd. dated June 22, 2023
W	Subordination Agreement between Silicon Valley Bank and New Enterprise Associates 16 L.P. dated June 22, 2023
X	Subordination Agreement between Silicon Valley Bank and Drop Direct, LLC. dated June 22, 2023

Y	Subordination Agreement between SVB and HOF Capital CGI Fund (Cayman), LP.
Z	Promissory Note with Rogue Insight Capital Inc.
AA	Promissory Note with Drop Direct, LLC
BB	SVB Subordinated Debt Agreement dated June 22, 2023
CC	Subordination Agreement between NBC and Kensington Venture Fund II, L.P.
DD	Subordination Agreement between NBC and Drop Direct, LLC
EE	Subordination Agreement between NBC and Broader Media Holdings, LLC
FF	Subordination Agreement between NBC and Synchrony Financial
GG	Subordination Agreement between NBC and FF Saphire Opportunity Fund II, LLC
HH	Subordination Agreement between NBC and Sierra Ventures XI, L.P.
II	Subordination Agreement between NBC and Kensington Private Equity Fund
JJ	Subordination Agreement between NBC and Rogue Insight Capital Ltd.
KK	Subordination Agreement between NBC and Royal Bank of Canada
LL	Subordination Agreement between NBC and Kensington (Parallel) Venture Fund II, L.P.
MM	Subordination Agreement between NBC and New Enterprises Associates 16, L.P.
NN	PPSA (Alberta) Search against Drop and Drop Loyalty Inc.
OO	New York and Delaware Searches against Drop
PP	PPSA (Ontario) Search against Drop Loyalty Inc.
QQ	Certified PPSA (Ontario) search as of August 6, 2025 against Drop ULC
RR	PPSA (Alberta) search against Drop ULC as of August 7, 2025
SS	Certified PPSA (Ontario) search against Drop USA

TT PPSA (Alberta) search against Drop USA as of August 7, 2025 against Drop USA

UU Delaware Search against Drop USA

VV Writ Searches (Ontario) against Drop USA, Drop ULC, and Drop

WW Notice of Assignment and Direction

XX Description of Cardify from LinkedIn

YY Screenshots from Signals Website

ZZ Email Correspondence Regarding Forbearance Agreement

AAA Email dated May 9, 2025

BBB Demand Letters and BIA Notices

CCC Letter to Debtors dated June 5, 2025

DDD Email Correspondence Regarding Cash Flow

EEE Email dated July 14, 2025

FFF Email Correspondence Regarding Update on Financial Position

GGG Consent to Act as Receiver

3. Draft Appointment Order

4. Blackline to the Model Order

5. Service List

TAB 1

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

- and -

DROP TECHNOLOGIES INC. (FORMERLY KNOWN AS DROP LOYALTY INC.), DROP TECHNOLOGIES USA INC., and DROP TECHNOLOGIES HOLDINGS ULC

Respondents

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(Court seal)

NOTICE OF APPLICATION

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing

☐ In person

☐ By telephone conference

☒ By video conference

before a judge presiding over the Commercial List on a date to be scheduled, or as soon as the matter can be heard at 330 University Avenue via Zoom coordinates to be provided by the court.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of

Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: August 18, 2025

Issued by .....
Local registrar

Address of court office: 330 University Avenue
Toronto, ON M5G 1R7

TO: **DROP TECHNOLOGIES INC.**
120 Front Street East - Suite 200
Toronto, Ontario M5A 4L9

DROP TECHNOLOGIES HOLDINGS ULC
2700, 255 – 6th AVENUE SW
Calgary, Alberta
T2P 1N2

DROP TECHNOLOGIES USA INC.
251 Little Falls Drive
Wilmington, New Castle
Delaware 19808

- and to –

110 E 25th St.
New York, NY 10010

APPLICATION

1. The applicant, National Bank of Canada ("**NBC**"), makes application for an Order that, amongst other things:

a) if necessary, abridges the time for service and filing of this notice of application and the application record or, in the alternative, dispensing with and/or validating service of same;

b) appoints KSV Restructuring Inc. ("**KSV**") as receiver of the assets, undertakings and properties of Drop Technologies Inc. (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada ("**Drop**"), Drop Technologies USA Inc. ("**Drop USA")** and Drop Technologies Holdings ULC ("**Drop ULC**", and together with Drop and Drop USA, the "**Debtors**") acquired for or used in relation to a business carried on by the Debtors (the "**Property**"); and

c) grants such further and other relief as is just.

2. The grounds for the application are:

Description of the Debtors

a) Drop is a corporation organized under the laws of Canada. Drop USA is a corporation organized in Delaware. Drop ULC is a corporation organized under the laws of Alberta;

b) Derrick Fung is a director of all three Debtors;

c) Drop is a loyalty rewards technology provider. It has three main lines of business:

i) **Drop Mobile App:** Drop operates a mobile application that tracks consumers debit and credit card purchases made with specific vendors and provides Drop points to consumers based on this spending. Drop points are either funded by external vendors/brands or by the Company itself. When consumers reach certain point thresholds, they are able to redeem points for rewards (referred to as "**Card-linked Offers**" or "**CLOs**"). Drop earns

revenue from the sale of "Drop points", which are points or reward units issued to their users on behalf of consumer merchants;

ii) **Data revenue:** Drop collects debit and credit transactional data from its mobile application and through an arrangement with a US based consumer financial services company. This data collected provides visibility into consumer spending habits. It sells this data to various users, including hedge funds, investment banks, consulting firms and others. The data is sold as a service or piecemeal; and

iii) **Channel partnerships:** Drop provides white label targeted CLO services to customers of its channel partners (including financial institutions and/or credit card networks). Drop places campaigns with its channel partners who publish the CLOs to their clients. Drop earns a percentage commission on total merchant budget dollars spent through the marketing campaign which is shared with the channel partners.

Loan and Security Agreement

d) Drop Loyalty Inc. originally entered into a Loan and Security Agreement (the "**LSA**") dated September 14, 2017 with Silicon Valley Bank ("**SVB**");

e) The LSA was amended as follows:

i) by way of a First Amendment to Loan and Security Agreement dated January 31, 2018;

ii) by way of a Joinder and Second Amendment to Loan and Security Agreement dated September 13, 2019, in which Drop USA was added as a borrower to the LSA;

iii) by way of a Third Amendment to Loan and Security Agreement dated December 8, 2020;

iv) by way of a Wavier and Fourth Amendment to Loan and Security Agreement dated September 27, 2021;

v) by way of a Joinder and Fifth Amendment to Loan and Security Agreement dated January 12, 2022, in which Drop ULC was added as a borrower to the LSA;

vi) by way of a letter amending agreement dated January 27, 2022;

vii) by way of a Sixth Amendment to Loan and Security Agreement dated June 30, 2022;

viii) by way of a Forbearance and Seventh Amendment to the Loan and Security Agreement dated May 8, 2024;

ix) by way of an Eighth Amendment to the Loan and Security Agreement dated May 28, 2024; and

x) by way of a Ninth Amendment to the Loan and Security Agreement dated December 20, 2024, (collectively, as amended, the "**Loan Agreement**");

f) in April 2023, NBC acquired SVB's Canadian portfolio of loans. As part of this acquisition, NBC acquired the loans that SVB had made to the Debtors;

g) section 4.1 of the Loan Agreement grants a security interest in favour of NBC by each of the Debtors. This security interest was perfected by registration made under the *Personal Property Security Act* (Ontario) (the "**PPSA**");

h) NBC also obtained a pledge of the Debtors' intellectual property (the "**IP Pledge**");

i) NBC amended its PPSA registration in Ontario, which had initially excluded intellectual property from the collateral pledged by the Drop. The registration was amended to include all of Drop's Present and After-Acquired personal property;

j) the IP Pledge was also registered in the appropriate registry;

k) there are multiple parties who have made PPSA registrations against Drop in Ontario;

l) NBC also has registrations against Drop ULC under the *Personal Property Security Act* (Alberta). The registration was made by SVB and subsequently assigned to NBC. There are no other registrations against Drop ULC;

m) NBC also has registrations against Drop USA pursuant to the Uniform Commercial Act. There are no other registrations against Drop USA;

Forbearance Arrangements and Sale of the Business

n) since May 2024, NBC has accommodated the Debtors by establishing a forbearance period. The forbearance period pursuant to the Forbearance and Seventh Amendment to the Loan and Security Agreement dated May 8, 2024 (the "**Forbearance Agreement**") expired on April 1, 2025;

o) the principal purpose of NBC's forbearance was to allow the Debtors the opportunity to conduct a sale process for their businesses and assets so that they could complete a transaction that would repay the Indebtedness in full the Indebtedness;

p) the Debtors retained Raymond James Ltd. ("**Raymond James**") as its investment banker for the purpose of marketing its business for sale. Notwithstanding the extensive efforts of Raymond James, which involved casting a wide net for

purchasers across North America for well more than a year, no offers have been submitted to acquire the Debtors' business and/or assets. The Raymond James process commenced in August 2024 and continues to today;

q) since March 2024, and throughout the forbearance period, NBC granted the Debtors several accommodations, including deferring all payments of principal and substantially all payments of interest, legal and professional fees;

r) despite the expiry of the forbearance period and despite the efforts of the Debtors and Raymond James, the Debtors have not delivered any viable plan to sell, refinance or restructure their businesses;

s) the Debtors cash flow is rapidly eroding;

t) based on projections, NBC is concerned that the Debtors will run out of liquidity soon; and

u) at this time, the Debtors' shareholders have advised that they are not presently prepared to provide any capital to support the business.

Issuance of Demands

v) on May 21, 2025, NBC made formal written demand on the Debtors for payment of the amounts owed to NBC under the credit facilities pursuant to the Loan Agreement (the "**Demand Letters**"). Notices of intention to enforce security (the "**BIA Notices**") pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) accompanied the Demand Letters;

w) the following amounts are owing by the Debtors to NBC for principal and interest (together with costs (including, without limitation, legal fees and expenses) and accruing interest, the "**Indebtedness**"):

i) US$7,276,636.37 owed pursuant to credit facilities granted to the Debtors by NBC;

ii) CAD$140,322.65 in Professional Fees owed pursuant to credit facilities granted to the Debtors by NBC;

x) the Indebtedness remains unpaid and no arrangements have been made between NBC and the Debtors;

Debtors' Lack of Cooperation

y) NBC has become aware that Debtors have also been offering product lines under different names, such as "Cardify" and "Signals";

z) as the value of the Debtors' business is derived from the Debtors' proprietary intellectual property, NBC is concerned that the Debtors did not advise NBC of the Cardify and Signals business lines;

aa) among other things, the Debtors have not responded to NBC's requests to conduct a technology audit of their business. As NBC's principal collateral is the Debtor's Intellectual Property, the information from such an audit is critical to NBC ensuring the Debtors' Intellectual Property is protected so that it can be realized upon;

bb) the Debtors have been unresponsive to NBC's requests for information and failed to comply with reporting covenants under the Loan Agreement. The Forbearance Agreement required that the Debtors provide monthly reporting to NBC and its advisor, KSV Advisory Inc. The Debtors were routinely weeks or months late in their reporting, making it difficult for NBC to have visibility into the business;

cc) the Debtors maintain their main operating bank accounts at Royal Bank of Canada. The Debtors have failed to transfer all their Canadian-based accounts to NBC, despite NBC's ongoing requests to do so;

dd) given the sale process did not generate any offers, the issues concerning the receipt of timely reporting from the Debtors as required under the Forbearance Agreement, the rapidly eroding cash flow in the business, and the lack of support from the Debtors' shareholders, NBC considers that the only reasonable and prudent path

forward is to take any and all steps necessary to protect the Property by having a receiver appointed, and it is within NBC's rights under the Security to do so;

ee) it is just and equitable that a receiver be appointed;

ff) a receiver is necessary for the protection and monetization of the Property;

gg) KSV has consented to being appointed as the receiver;

hh) KSV is a licensed insolvency trustee and is familiar with the circumstances of the Debtors and their arrangements with NBC;

ii) the other grounds set out in the affidavit of John Karkoutlian to be sworn in support of the within application (the "**Karkoutlian Affidavit**");

jj) subsection 243(1) of the BIA;

kk) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

ll) rules 1.04, 2.01, 2.03, 3.02, 16, 38 and 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

mm) such further grounds as are required and this Court may permit.

3. The following documentary evidence will be used at the hearing of the application:

a) the Karkoutlian Affidavit;

b) prefiling report of KSV, as proposed Receiver;

c) the consent of KSV to act as the Receiver; and

d) such other material as is required and this Court may permit.

August 18, 2025

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Barristers & Solicitors
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Lawyers for National Bank of Canada

Electronically issued / Délivré par voie électronique : 18-Aug-2025
Toronto Superior Court of Justice / Cour supérieure de justice

NATIONAL BANK OF CANADA - and - **DROP TECHNOLOGIES INC. et al.**

Applicant

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF APPLICATION

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Email: aho@airdberlis.com

Lawyers for National Bank of Canada

TAB 2

Court File No. CV-25-00749775-00CL

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COMMERCIAL LIST

B E T W E E N:

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AFFIDAVIT OF JOHN KARKOUTLIAN
(sworn August 20, 2025)

I, John Karkoutlian, of the City of Vaughan, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I am a Senior Director in the Special Loans Department (the "**Special Loans Group**") of National Bank of Canada ("**NBC**"). NBC is the secured creditor of Drop Technologies Inc. (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada ("**Drop**"), Drop Technologies USA Inc. ("**Drop USA")** and Drop Technologies Holdings ULC ("**Drop ULC**", and together with Drop and Drop USA, the "**Debtors**"). I am responsible for NBC's management of the credit facilities that NBC advanced to the Debtors (the "**Credit Facilities**"). As such, I have personal knowledge of the matters to which I hereinafter depose.

Where I do not have such personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

PURPOSE

2. I am swearing this Affidavit in support of an application by NBC for an Order appointing KSV Restructuring Inc. ("**KSV**") as receiver and manager of all the assets, undertakings and properties of the Debtors acquired for or used in relation to a business carried on by the Debtors (the "**Property**").

DESCRIPTION OF THE DEBTORS

3. Drop is a corporation organized under the laws of Canada. Attached as Exhibit **"A"** is the corporate profile of Drop. Derrick Fung ("**Derrick**") is one of the directors listed on the profile.

4. Drop USA is a corporation organized in Delaware. Attached as Exhibit **"B"** is the annual report filed in respect of Drop USA. Derrick is listed as president and director of Drop USA.

5. Drop ULC is a corporation organized under the laws of Alberta. Attached as Exhibit **"C"** is the corporate profile of Drop ULC. Derrick is listed as a director of Drop ULC. The profile describes Drop Technologies Inc. as holding 100% of voting shares of Drop ULC.

DESCRIPTION OF THE DEBTORS' BUSINESS

6. The Debtors operate a business known as "Drop" - a loyalty rewards technology provider.

7. Based on my discussions with KSV, I understand that Drop has three main lines of business:

(a) **Drop Mobile App:** Drop operates a mobile application that tracks consumers debit and credit card purchases made with specific vendors and provides Drop points to consumers based on this spending. Drop points are either funded by external vendors/brands or by the Company itself. When consumers reach certain point thresholds, they are able to redeem points for rewards (referred to as "**Card-linked Offers**" or "**CLOs**"). Drop earns revenue from the sale of "Drop points", which are points or reward units issued to their users on behalf of consumer merchants;

(b) **Data revenue**: Drop collects debit and credit transactional data from its mobile application and through an arrangement with a US based consumer financial services company. This data collected provides visibility into consumer spending habits. It sells this data to various users, including hedge funds, investment banks, consulting firms and others. The data is sold as a service or piecemeal; and

(c) **Channel partnerships:** Drop provides white label targeted CLO services to customers of its channel partners (including financial institutions and/or credit card networks). Drop places campaigns with its channel partners who publish the CLOs to their clients. Drop earns a percentage commission on total merchant budget dollars spent through the marketing campaign which is shared with the channel partners.

8. Attached as Exhibit **"D"** and **"E"** are screenshots from Drop's website and LinkedIn page. Based on the description on Drop's website, customers can earn "Drop Points" by making various purchases within the Drop mobile app. Consumers can also link their debt and credit card to earn

additional points. Drop's advertising describes that these Drop Points can be cashed in for gift cards and other rewards.

LOANS TO THE DEBTORS AND RELATED SECURITY

9. Drop Loyalty Inc. originally entered into a Loan and Security Agreement (the "**LSA**") dated September 14, 2017, with Silicon Valley Bank ("**SVB**"). Attached as Exhibit **"F"** is a copy of the LSA, with bank account numbers redacted.

10. The LSA was amended as follows:

(a) By way of a First Amendment to Loan and Security Agreement dated January 31, 2018, a copy of which is attached as Exhibit **"G";**

(b) By way of a Joinder and Second Amendment to Loan and Security Agreement dated September 13, 2019, a copy of which is attached as Exhibit **"H",** in which Drop USA was added as a borrower to the LSA;

(c) By way of a Third Amendment to Loan and Security Agreement dated December 8, 2020, a copy of which, with the bank account number and telephone numbers of authorized signatories redacted, is attached as Exhibit **"I";**

(d) By way of a Waiver and Fourth Amendment to Loan and Security Agreement dated September 27, 2021, a copy of which is attached as Exhibit **"J";**

(e) By way of a Joinder and Fifth Amendment to Loan and Security Agreement dated January 12, 2022, a copy of which is attached as Exhibit **"K"**, in which Drop ULC was added as a borrower to the LSA;

(f) By way of a letter amending agreement dated January 27, 2022 and a deferral agreement dated April 7, 2020, copies of which is attached are Exhibit **"L"**;

(g) By way of a Sixth Amendment to Loan and Security Agreement dated June 30, 2022, with personal information redacted, a copy of which is attached as Exhibit **"M"**;

(h) By way of a Forbearance and Seventh Amendment to the Loan and Security Agreement dated May 8, 2024, a copy of which, with the bank account number redacted, is attached as Exhibit **"N"**;

(i) By way of an Eighth Amendment to the Loan and Security Agreement dated May 28, 2024, a copy of which is attached as Exhibit **"O"**; and

(j) By way of a Ninth Amendment to the Loan and Security Agreement dated December 20, 2024, a copy of which, with the bank account number redacted, is attached as Exhibit **"P"** (collectively, as amended, the "**Loan Agreement**").

11. In April 2023, NBC acquired SVB's Canadian portfolio of loans. As part of this acquisition, NBC acquired the loans that SVB had made to the Debtors.

12. Section 4.1 of the Loan Agreement grants a security interest in favour of NBC by each of the Debtors. As described below, the security interest was perfected by registration made under the *Personal Property Security Act* (Ontario) (the "**PPSA**").

13. NBC also obtained a pledge of the Debtors' intellectual property (the "**IP Pledge**"). As described below, NBC amended its PPSA registration in Ontario, which had initially excluded intellectual property from the collateral pledged by Drop. The registration was amended to include

all of Drop's Present and After-Acquired personal property. A copy of the Debtors' pledge of intellectual property is attached hereto as Exhibit **"Q".** This pledge was also registered in the appropriate governmental registry. A copy of the registration is attached hereto as Exhibit **"R".**

Summary of PPSA Searches and Other Creditors

a) PPSA Registrations made against Drop

14. A copy of the certified PPSA (Ontario) search as of August 6, 2025 against Drop is attached as Exhibit **"S".** Below is a summary of the parties with PPSA registrations against Drop:

PPSA Registrations (Ontario) against Drop Technologies Inc.					
No.	**Creditor**	**Reg #**	**Reference File No.**	**Reg. Date**	**Collateral Classification**
1.	Royal Bank of Canada	20161212 1437 1530 2745 against Drop Loyalty Inc. Amended by 20180209 1432 1530 3642 to add Drop Technologies Inc as a debtor Renewed by Registration 2021112 0900 1532 5883 for a period of 5 years	723317976	Dec. 12, 2016	A,O
2.	Silicon Valley Bank and assigned to National Bank of Canada	20170518 1237 1793 5682 as against Drop Loyalty Inc. Amended by Registration 20170802 1738 9012 to change the debtor's address Amended by Registration 20180109 1256 1793 5675 to change the name of the debtor to Drop Technologies Inc. Renewed by Registration 20190729 1443 1793 7625 for a period of 3 years	727789023	May 18, 2017	I, E, A, O, MV

PPSA Registrations (Ontario) against Drop Technologies Inc.					
No.	**Creditor**	**Reg #**	**Reference File No.**	**Reg. Date**	**Collateral Classification**
		Renewed by Registration 20211231 1419 6083 4220 for a period of 5 years Assigned from Silicon Valley Bank to National Bank of Canada by Registration 20230912 1103 9234 0118 Amended by Registration 20240603 1251 1793 2480 to amended and restate the general collateral description to "All Present and After-Acquired personal Property of the debtor". Amended by Registration 20250228 0803 1793 6830 to update the secured party's address			
3.	Silicon Valley Bank assigned to National Bank of Canada	20180124 0929 1793 6240 with the general collateral description excluding Intellectual Property Renewed by Registration 20190729 1442 1793 7624 for a period of 2 years Renewed by Registration 20220829 1234 5064 1025 for a period of 5 years Assigned from Silicon Valley Bank to National Bank of Canada by Registration 20230830 1005 9234 9760 Amended by Registration 20240603 1252 1793 2481 to	735899418	January 24, 2018	I, E, A, O & MV

PPSA Registrations (Ontario) against Drop Technologies Inc.					
No.	**Creditor**	**Reg #**	**Reference File No.**	**Reg. Date**	**Collateral Classification**
		restate the general collateral description to "All Present and After-Acquired personal Property of the debtor". Amended by Registration 20250228 0803 1793 6831 to update the secured party's address			
4.	Royal Bank of Canada	20180212 1933 1531 0561 Amended by Registration 20220120 1703 1532 0938 to change debtor address to Suite 200-120 Front St. East, Toronto, ON Canada M5A 4L9 Renewed by Registration 20230113 0825 1532 5011 for a period of 5 years	736427988	February 12, 2018	A & O
5.	Royal Bank of Canada	20180220 1934 1531 2898 with general collateral description: Priority Agreement dated February 8, 2018 between Silicon Valley Bank and Royal Bank of Canada, in favour of Security Agreement between Royal Bank of Canada and Drop Technologies Inc. Renewed by Registration 20230127 0819 1532 8494 for a period of 5 years	736601688	February 20, 2018	O
6.	Silicon Valley Bank	20190729 1441 1793 7623 with the general collateral description exempting intellectual property.	753839379	July 29, 2019	I, E, A, O, MV

PPSA Registrations (Ontario) against Drop Technologies Inc.					
No.	**Creditor**	**Reg #**	**Reference File No.**	**Reg. Date**	**Collateral Classification**
		Assigned by Registration 20190827 1450 1793 9162 to remove the general collateral description Assigned by Registration 20230912 1104 9234 0119 from Silicon Valley Bank to National Bank of Canada Amended by 20250228 0804 1793 6832 to update secured party's address Renewed by Registration 20250228 1005 1462 2395			
7.	Silicon Valley Bank	2021126 1722 1793 6876 Assigned by Registration 20230830 1027 9234 9782 from Silicon Valley Bank to National Bank of Canada Amended by 20250228 0805 1793 6833 to update secured party address	778561506	Nov. 26, 2021	I,E,A,O, MV
8.	Kensington (Parallel) Venture Fund II, L.P.	20240607 1740 1590 5675	506188899	June 7, 2024	I,E,A,O, MV
9.	Drop Direct, LLC	20240607 1740 1590 5674	506188872	June 7, 2024	I,E,A,O, MV
10.	Broader Media Holdings, LLC	20240607 1739 1590 5673	506188845	June 7, 2024	I,E,A,O, MV
11.	Synchrony Financial	20240607 1739 1590 5672	506188836	June 7, 2024	I,E,A,O, MV
12.	FF Saphire Opportunity Fund II, LLC	20240607 1739 1590 5671	506188818	June 7, 2024	I,E,A,O, MV

PPSA Registrations (Ontario) against Drop Technologies Inc.					
No.	**Creditor**	**Reg #**	**Reference File No.**	**Reg. Date**	**Collateral Classification**
13.	Sierra Ventures XI, L.P.	20240607 1738 1590 5670	506188791	June 7, 2024	I,E,A,O, MV
14.	Kensington Private Equity Fund	20240607 1738 1590 5669	506188773	June 7, 2024	I,E,A,O, MV
15.	Rogue Insight Capital Ltd.	20240607 1737 1590 5668	506188764	June 7, 2024	I,E,A,O, MV
16.	Royal Bank of Canada	20240607 1737 1590 5667	506188755	June 7, 2024	I,E,A,O, MV
17.	Kensington Ventures Fund II, L.P.	20240607 1737 1590 5666	506188746	June 7, 2024	I,E,A,O, MV
18.	New Enterprises Associates 16, L.P.	20240607 1736 1590 5665	506188737	June 7, 2024	I,E,A,O, MV

15. With respect to the registration made by Royal Bank of Canada ("**RBC**"), SVB and RBC entered into a priority agreement in which SVB had agreed to postpone its interest to the extent of any cash collateral held with RBC. A copy of the priority agreement and cash collateral confirmation, with bank account numbers redacted, are attached hereto as Exhibit "T". RBC had also entered into a portfolio monitoring and securities control agreement with SVB, and Drop. A copy of this agreement, with the account number redacted, is attached as Exhibit "U".

16. SVB entered into subordination agreements with certain parties, being Rogue Insight Capital Ltd., New Enterprise Associates 16 L.P., and Drop Direct, LLC. Copies of these subordination agreements each dated June 22, 2023, are attached as Exhibits ""V", "W", and "X" respectively. SVB also entered into a subordination agreement with HOF Capital CGI Fund (Cayman), LP. A copy of this agreement is attached as Exhibit "Y".

17. NBC is also aware of certain promissory notes entered into by Drop. Attached as Exhibit "Z" and AA" are copies of the promissory notes with Rogue Insight Capital Inc and Drop Direct

LLC. SVB had also entered into a consent agreement in respect of certain subordinated debt. Attached as Exhibit "BB" is a copy of this subordinated debt agreement dated June 22, 2023.

18. Further, for each of the registrants listed in the above chart, NBC entered into subordination agreements such that NBC has priority over each of the creditors, including in respect of any intellectual property as defined in the IP Pledge. Copies of the subordination agreements are attached hereto respectively as Exhibits "CC", "DD", "EE", "FF"., "GG", "HH", "II", "JJ"., "KK"., "LL", and "MM".

19. There are no registrations against Drop, or under the former name of Drop (being Drop Loyalty Inc.) under the *Personal Property Security Act* (Alberta). Copies of the PPSA search from Alberta is attached hereto as Exhibit "NN".

20. There are no UCC filings against Drop or under the former name of Drop (being Drop Loyalty Inc.) in New York or Delaware. Copies of the searches against these names are attached hereto as Exhibit ""OO".

21. There were only two registrations made against the former name of Drop, being Drop Loyalty Inc., in Ontario, being RBC and SVB. A copy of the PPSA search against this name is attached hereto as Exhibit ""PP".

b) Drop ULC

22. NBC also made a registration against Drop ULC under the *Personal Property Security Act* (Ontario). The registration was made by SVB and assigned to NBC. A copy of the certified PPSA search as of August 6, 2025 against Drop ULC is attached hereto as Exhibit "QQ". There are no other PPSA registrations against Drop ULC in Ontario.

23. NBC also registered against Drop ULC under the *Personal Property Security Act* (Alberta). The registration was made by SVB and subsequently assigned to NBC. A copy of the PPSA search against Drop ULC as of August 7, 2025 is attached hereto as Exhibit "RR".

c) Drop USA

24. NBC made a registration as against Drop USA under the *Personal Property Security Act* (Ontario). The registration was made by SVB and assigned to NBC. A copy of the certified PPSA search as of August 6, 2025 against Drop USA is attached hereto as Exhibit "SS". There are no other PPSA registrations against Drop USA in Ontario.

25. There are no registrations made against Drop USA in Alberta. A copy of the PPSA search against Drop USA as of August 7, 2025 is attached hereto as Exhibit "TT".

26. NBC also registered against Drop USA pursuant to the Uniform Commercial Act (the "**UCC**"). The registration was made by SVB and assigned to NBC. As at July 30, 2025 there were no other registrations other than NBC's registrations against Drop USA pursuant to the UCC. There are no UCC Filings against Drop USA in New York. A copy of UCC Filing Statement from Delaware and New York against Drop USA are attached hereto as Exhibit "UU".

d) Writ Searches

27. There are no writs registered against any of Drop USA, Drop ULC, or Drop in Ontario. Copies of the Ontario writ searches against each of these entities are attached hereto as Exhibit "VV".

CANADA REVENUE AGENCY

28. Drop also signed a notice of assignment and direction, authorizing the Canada Revenue Agency to pay amounts from various tax refunds due to Drop, as detailed in the notice, to SVB. A copy of this assignment is attached as Exhibit **"**WW**".**

CARDIFY AND SIGNALS PRODUCTS

29. I also understand from Derrick that Drop has other business lines called "Cardify" and "Signals".

30. On its LinkedIn page, Cardify describes itself as "a leader in card-linked offers, driving over $1 billion in annual sales for top brands and retailers by influencing online and offline spending." Attached as Exhibit **"**XX**"** is the description from LinkedIn.

31. Based on the description on its own website, Signals offers analytics regarding consumer spending trends. It describes itself as a platform powered by "$70 billion in consumer spend data" and that "this data is engineered to predict emerging trends in the stock market before they occur, empowering traders to make more accurate and strategic decisions." Attached as Exhibit **"**YY**"** are screenshots from Signals website.

32. Pursuant to the IP Pledge, the domain names "cardifyinternal.com" and "cardify.ai" are pledged to NBC.

FORBEARANCE PERIOD AND SALES PROCESS

33. Since May 2024, the Lender has accommodated the Debtors by establishing a forbearance period. The principal purpose was to permit the Debtors a time period to carry out a sales and marketing process such that the Indebtedness could be repaid in full.

34. The Lender and its financial advisor, KSV Advisory Inc. ("**KSV**"), have engaged in numerous discussions with the Derrick Fung and representatives of the Debtors' Board of Directors on their proposed business plan and options to continue the Debtors' sale and marketing process, as well as a proposed recapitalization process for the business.

35. The Debtors retained Raymond James Ltd. ("**Raymond James**") as their investment banker for the purpose of marketing its business for sale. Notwithstanding the extensive efforts of Raymond James, which involved casting a wide net for purchasers across North America for well more than a year, no concrete binding offer has been submitted to acquire the Debtors' business and/or assets. The Raymond James process commenced in August 2024 and continues to today.

36. Throughout the forbearance period, NBC granted the Debtors several accommodations, including deferring all payments of principal and substantially all payments of interest, legal and professional fees.

37. During the forbearance period, the Debtors were required to comply with reporting obligations, including providing NBC with a variance report on the 25th day of each month, comparing the budget to actual performance for the proceeding month. The Debtors were consistently late in complying with their reporting obligations. For example, in March of 2025, KSV had to follow up with the Debtors for the January 2025 variance report. In May of 2025, KSV had to follow up with the Debtors for the March reporting.

38. Further, as part of their obligations under the forbearance agreement, the Debtors were required to move all of their bank accounts (other than a U.S. based account) to NBC. The Debtors have still failed to transfer all of their accounts to NBC.

EXPIRY OF FORBEARANCE PERIOD, DEMANDS AND DIFFICULTIES

39. The forbearance period expired on April 1, 2025. On March 28, 2025, I forwarded a copy of the Tenth Amendment to the LSA (the "**Forbearance Agreement**") to Derrick for his review and comments. On April 2, 2025, I asked Derrick if he had any questions or comments as his execution of the agreement was required by April 4, 2025. I followed up with Derrick on the status of his execution of the Tenth Amendment on April 10 and 11, 2025. On April 15, 2025, I wrote to the Debtors advising that NBC would require the commencement of interest payments during the extension of the forbearance period. I followed up with Derrick on the status of Forbearance Agreement on April 16 and 23, 2025. Copies of these emails, excluding attachments and with information regarding a prospective purchaser redacted, are attached as Exhibit "ZZ". The Debtors did not execute the Forbearance Agreement.

40. On May 9, 2025, I wrote to Derrick, advising that due to the Debtors' failure to close a sales transaction as required by the original forbearance agreement and based on our view that there would not be an imminent closing of a sale transaction, NBC would require the Debtors to secure capital injections on a monthly basis equivalent to the decline in the Company's cash position as of April 30, 2025 during the 90 day period forbearance extension. I also advised that the Company would be required to pay regularly scheduled monthly interest payments during the 90-day extension period. A copy of my email to the Debtor is attached as Exhibit "AAA".

41. Following this email, I continued to have discussions with Derek regarding a path forward.

42. On May 21, 2025, NBC proceeded to make a formal written demand on the Debtors for payment of the amounts owed to NBC under the credit facilities (the "**Demand Letters**"). Notices of intention to enforce security (the "**BIA Notices**") pursuant to subsection 244(1) of the *Bankruptcy*

and Insolvency Act (Canada) accompanied the Demand Letters. Copies of the Demand Letters and the BIA Notices are attached collectively as Exhibit "BBB**"** to this Affidavit.

43. As of May 21, 2025, the following amounts are owing by the Debtors to the Lender for principal and interest (together with costs (including, without limitation, legal fees and expenses) and accruing interest, the "**Indebtedness**"):

	Principal	**Interest**	**Total**
Credit facility loan # 10078335	US$6,545,454.57	US$731,181.80	US$7,276,636.37
Professional Fees	CAD$140,322.65		CAD$140,322.65

44. On June 5, 2025, NBC's lawyers, Aird & Berlis LLP, sent a letter to the Debtors, a copy of which is attached as Exhibit "CCC". The letter stated that the Debtors have not been able to demonstrate access to fresh capital to address continuing cash losses, and that NBC understood from Derrick that the Debtors were not prepared to inject any funds into the business. In its letter, NBC further requested that:

(a) The Debtors meet with the Lender's technology consultant to provide information regarding its technology, including the Cardify and Signals product lines.

(b) The Debtors consent to a court-supervised insolvency filing, which will contemplate a court-supervised sale or refinancing; and

(c) The Debtors and its employees shall cooperate with the Lender to facilitate a sale and/or refinancing of the Debtors' business.

45. On June 5 and 16, 2025 Derrick advised me that that the company's cash flow had improved, and it could begin making a payment of $35,000 and $50,000 per month, respectively

without a significant strain to the business. A copy of this email, excluding attachments, is attached as Exhibit "DDD". In accordance with the above, the Bank swept a sum of $40,000.

46. On July 14, 2025, I sent Derrick an amended and restated forbearance agreement, an engagement letter for a technology audit, a consent to a proceeding under the BIA and CCAA, and a request that the Debtors provide an update to the intellectual property listing for the IP Pledge. Specifically, I requested that the listing of intellectual property should include items related to the Cardify and Signals business lines. A copy of this email, excluding attachments, is attached as Exhibit "EEE".

47. The Debtors did not sign the forbearance agreement or the engagement letter. Despite NBC's request for a technology audit, the Debtors have not complied with this request. Further, they did not provide an updated listing of the Debtors' intellectual property.

48. On August 15, 2025, Derrick sent me an update regarding the company's financial position. In his email, a copy of which is attached as Exhibit "FFF", he advised that:

(a) Several key clients have notified of substantial budget cuts;

(b) Darren Fung, the CTO, has resigned from his role as of August 8th;

(c) The head of Finance will transition to a part-time role as of August 12th for personal and financial reasons;

(d) One of its key channel partners notified the Debtors of a service shut-off unless an immediate payment of $97,000 was paid towards an account payable balance of $1.35m. Derrick indicated in his email that this was due to "increased financial scrutiny due to a Board decision"; and

(e) American Express cancelled the company's credit cards.

49. In his email, Derrick acknowledged that they needed to act swiftly to preserve value for stakeholders, and options included flexibility on monthly interest payments and raising equity through a crowdfund, or a controlled wind-down of the company and transition into receivership.

50. Based on current projections and Derrick's latest update, NBC is concerned that the Debtors will run out of liquidity in the very near future, and certainly no later than October of 2025.

51. At this time, NBC understands that the Debtors' shareholders have advised that they are not presently prepared to provide any capital to support the business.

52. Despite the expiry of the forbearance period and despite the efforts of the Debtors and Raymond James, the Debtors have not delivered any viable plan to sell, refinance or restructure their businesses.

53. The Indebtedness remains unpaid and no arrangements have been made between NBC and the Debtors. NBC has not been made aware of any filing by any of the Debtors under the *Bankruptcy and Insolvency Act* as at the time of the swearing of this affidavit.

54. The Debtors have failed to address the defaults under the credit agreements, pay the amount due and owing to NBC or provide NBC with a concrete plan to repay amounts owed by the Debtors as of the date of the swearing of this affidavit. NBC has indicated that it wishes to enforce its debt and security at this stage.

55. The Indebtedness remains unpaid and no arrangements have been made between NBC and the Debtors to extend the maturity or finance the business any further.

APPOINTMENT OF A RECEIVER

56. At this stage, NBC considers the only reasonable and prudent path forward being to take any and all steps necessary to protect the Property by having a receiver appointed.

57. It is within NBC's rights under its security to appoint a receiver over each of the Debtors. The Loan Agreement executed by the Debtors provides that NBC can appoint a receiver upon default.

58. As of the date of the swearing of this Affidavit, the Debtors have failed to repay the amounts owing to NBC and have failed to make satisfactory arrangements with NBC in respect of same.

59. In the circumstances set out above, I believe that it is just and equitable that a receiver be appointed. A receiver is necessary for the protection of the Property and the interests of NBC and all stakeholders. NBC believes that the appointment of a receiver would enhance the prospect of recovery by NBC and protect all stakeholders.

60. NBC proposes that KSV be appointed as the receiver of the Property.

61. KSV is a licensed insolvency trustee, and is familiar with the circumstances of each of the Debtors and their arrangements with NBC.

62. KSV has consented to act as receiver and manager should the Court so appoint it, as set out in its consent attached as Exhibit **"**GGG**"** to this Affidavit

63. This Affidavit is made in support of the within application, and for no other or improper purpose whatsoever.

SWORN by John Karkoutlian at the City of Vaughan in the Province of Ontario, before me on this 20th day of August, 2025 at the City of Toronto in the Province of Ontario in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

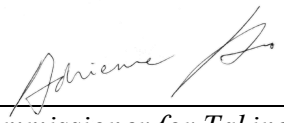
John Karkoutlian

JOHN KARKOUTLIAN

Adrienne Ho

Commissioner for taking affidavits, etc.
Adrienne Ho (LSO #68439N)

This is Exhibit “A” referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

⚠ Beware of scams and other suspicious activities. See Corporations Canada's alerts.

ⓘ This information is available to the public in accordance with legislation (see Public disclosure of corporate information).

Return to search results

Start a new search

Overview

Corporate name:
Drop Technologies Inc.

Status:
Active
Annual filings overdue ⓘ

Corporation number:
941777-0

Business number (BN):
808833123RC0001

Governing legislation:
Canada Business Corporations Act - 2015-08-25

Find existing extra-provincial registrations of this corporation on Canada's Business registries ⓘ

▶ **Order copies of corporate documents and certificates**

Registered office address ⓘ

120 Front Street East
Suite 200
Toronto ON M5A 4L9
Canada

Update registered office address

Directors

Minimum: 1
Maximum: 10

Update directors

Michael Akkerman
251 East 32nd Street, Apt. 9HJ
New York NY 10016
United States

Rick Yang
1954 Greenspring Drive, Suite 600
Timonium MD 21093
United States

Onsi Sawiris
524 West 19th Street
2nd Floor
New York NY 10011
United States

Darren Fung
8 The Esplanade, Suite 4407
Toronto ON M5E 0A6
Canada

Derrick Fung
8 The Esplanade, Unit 4407
Toronto ON M5E 0A6
Canada

Win Bear
95 St. Clair Avenue West
#905
Toronto ON M4V 1N6
Canada

Individuals with significant control

Last updated(YYYY-MM-DD):

No information has been filed.

Update Individuals with significant control

Annual filings

Anniversary date (MM-DD):
08-25

Date of last annual meeting:
Not available

Annual filing period (MM-DD):
08-25 to 10-24

Type of corporation:
Non-distributing corporation with more than 50 shareholders

Status of annual filings:

File an annual return

- 2025 - **Not due**
- 2024 - **Overdue**
- 2023 - **Filed**

Corporate history

Corporate name history

DROP LOYALTY INC.	2015-08-25 to 2018-01-05	
Drop Technologies Inc.	2018-01-05 to Present	

Certificates and filings

Certificate of Incorporation	2015-08-25	
Certificate of Amendment	2015-11-03	Amendment details: Other

Certificate of Amendment	2017-02-28	Amendment details: Other
Certificate of Amendment	2017-04-06	Amendment details: Other
Certificate of Amendment	2017-08-04	Amendment details: Other
Certificate of Amendment	2018-01-05	Amendment details: Corporate name
Certificate of Amendment	2018-04-30	Amendment details: Other
Certificate of Amendment	2019-03-06	Amendment details: Other
Certificate of Amendment	2021-07-30	Amendment details: Other
Certificate of Amendment	2021-11-08	Amendment details: Other
Certificate of Amendment	2024-06-07	Amendment details: Other

Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, contact Corporations Canada.

Date Modified:
2025-08-11

This is Exhibit “B” referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

State of Delaware

Annual Franchise Tax Report

CORPORATION NAME	TAX YR.
DROP TECHNOLOGIES USA INC.	2024

FILE NUMBER	INCORPORATION DATE	RENEWAL/REVOCATION DATE
6392296	2017/05/03	

PRINCIPAL PLACE OF BUSINESS
110 E 25TH ST
NEW YORK, NY 10010

PHONE NUMBER
(888)449-2638

REGISTERED AGENT
CORPORATION SERVICE COMPANY
251 LITTLE FALLS DRIVE
WILMINGTON DE 19808

AGENT NUMBER
9000014

AUTHORIZED STOCK BEGIN DATE	END DATE	DESIGNATION/ STOCK CLASS	NO. OF SHARES	PAR VALUE/ SHARE
2017/05/03		COMMON	5,000	.0100000000

OFFICER NAME	STREET/CITY/STATE/ZIP	TITLE
DERRICK FUNG	110 E 25TH ST NEW YORK, NY 10010	PRESIDENT

DIRECTORS NAME	STREET/CITY/STATE/ZIP
DERRICK FUNG	110 E 25TH ST NEW YORK, NY 10010

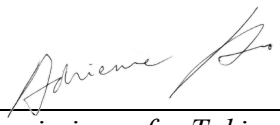
NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.

AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR)
AMANDA BEREN
31416 AGOURA ROAD, SUITE 118
WESTLAKE VILLAGE, CA 91361 US

DATE
2025/04/23

TITLE
FILER

This is Exhibit “C” referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

Government of Alberta

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2025/08/18
Time of Search: 02:58 PM

Service Request Number: 45258117
Customer Reference Number: 06697444-EDD3_5_5542036

Corporate Access Number: 2023890177
Business Number: 764772406
Legal Entity Name: DROP TECHNOLOGIES HOLDINGS ULC

Legal Entity Status: Struck
Struck Off Date: 2025/05/02
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2021/11/18 YYYY/MM/DD

Registered Office:
Street: 2700, 225 - 6TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P1N2

Email Address: CORPORATESERVICESCALGARY@OSLER.COM

Directors:

Last Name: FUNG
First Name: DERRICK
Street/Box Number: 28 TODD ROAD
City: TORONTO
Province: ONTARIO
Postal Code: M1S2S9

Voting Shareholders:

Last Name:	DROP TECHNOLOGIES INC.
Street:	120 FRONT STREET EAST, SUITE 200
City:	TORONTO
Province:	ONTARIO
Postal Code:	M5A4L9
Percent Of Voting Shares:	100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	SEE SCHEDULE
Share Transfers Restrictions:	SEE SCHEDULE
Min Number Of Directors:	1
Max Number Of Directors:	10
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SEE SCHEDULE

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
DROP	TN24006785

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2023/05/15

Outstanding Returns:

Annual returns are outstanding for the 2024, 2023 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/11/18	Incorporate Alberta Corporation
2021/11/18	Update Business Number Legal Entity
2022/06/03	Change Agent for Service
2023/05/15	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2025/01/02	Status Changed to Start for Failure to File Annual Returns
2025/05/02	Status Changed to Struck for Failure to File Annual Returns

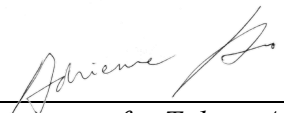
Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2021/11/18
Restrictions on Share Transfers	ELECTRONIC	2021/11/18
Other Rules or Provisions	ELECTRONIC	2021/11/18

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit “D” referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

Heard about Drop on iHeart Radio?

Claim $5

Menu

Drop 101

The quickest and easiest way to score Drop Points? Card-Linked Offers. Just look out for the card icon on an offer.

Start now



Here are the basics

With everything you need to know about getting rewarded.

Heard about Drop on iHeart Radio?

Claim $5

Tap and activate

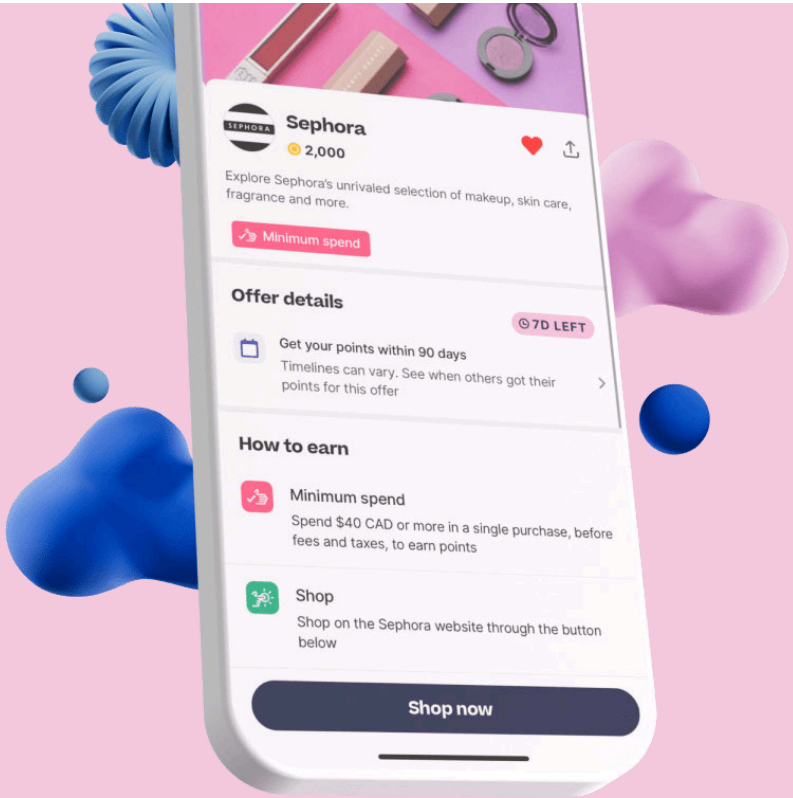
Save the date: Every Wednesday is offer activation day. All you have to do is head into the Drop app, click on the card tab, and hit the 'Activate All' button. This helps you stay updated on new offers—and get the most out of Drop.

Check our offers



Heard about Drop on iHeart Radio?

Claim $5



There's more than one way to score Drop Points

You can also get Drop Points by completing in-app shopping offers. These offers won't have a card symbol– just click on them, shop through the website pop-up, and score Drop Points for every dollar you spend.

Click to Shop

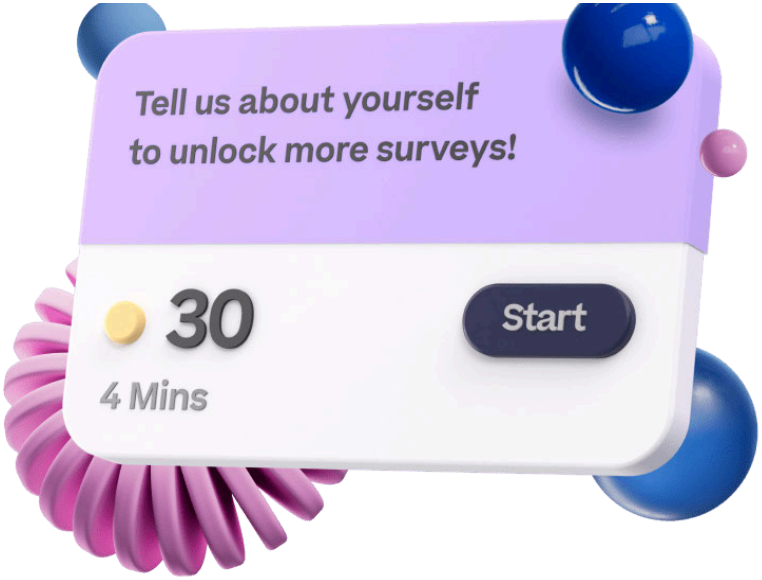
Heard about Drop on iHeart Radio?

Claim $5

Points for your thoughts?

We want to know what you think. Take a survey, tell us what you think, and we'll reward you with Drop Points!

Fill us in



The Drop Dictionary

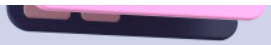
Boosted? Stacked Deals? Find out what it all means in the Drop Dictionary.

Heard about Drop on iHeart Radio?

Claim $5







Boosted

When an offer is boosted, that means it's time to score BIG. Think of boosted offers as a promotional period where you can get even more Drop Points than usual, and make huge deposits into your account.

Card Icon

When you see the card icon on an offer, it means it's a card-linked offer. That means you can use your linked card to automatically score Drop Points online, and in some cases, in-store!

Card Linked Offer

Linking your card gives you access to exclusive card-linked offers. These offers help you automatically score points when you use your linked debit or credit card. All you have to do is activate your card-linked offers every Wednesday.



Stacked Deals

Heard about Drop on iHeart Radio?

Claim $5

discounts AND points all at once.

DROP

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This is Exhibit “E” referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

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About us

At the intersection of e-commerce and fintech, Drop is the most effective end-to-end platform that enables brands and merchants to influence and understand Millennial and Gen Z behaviour. By seamlessly connecting their financial institutions, Drop members receive a customized e-commerce experience that allows them to earn rewards for their online and offline purchases and survey completions. Launched in 2017, Drop has over 5 million members in North America and has partnered with over 500 brands, including Amazon, Starbucks and Uber. Our North American Millennial and Gen Z members have spent over $144 billion since the launch of Drop, and provided valuable insights by answering over 100 million survey questions. Drop has raised $80 million from investors such as NEA, ff Venture Capital, Sierra Ventures, CRCM Ventures, Rothenberg Ventures, Hedgewood, White Star Capital, HIGHLINEvc, and RBC Capital.

Website http://www.dropforbusiness.com

Industry	Consumer Services
Company size	51-200 employees
Headquarters	Toronto, Ontario
Type	Privately Held

Specialties

technology, loyalty, digital marketing , rewards, fintech, and startup

Locations

Primary
120 Front St E
Toronto, Ontario M5A, CA
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Employees at Drop



Derrick Fung
CEO of Cardify.ai



Paulo Salomao
National Strategy & Consulting Lead at Accenture | Executive in Residence at Rotman | Vice-Chair at Achev



Darren Fung
CTO at Drop | Forbes 30 Under 30

Jessica (Bolbach) Nardella
Client Success Manager, Data Partnerships at Drop

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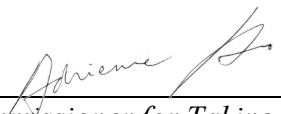
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This is Exhibit “F” referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (this "**Agreement**") dated as of September 14, 2017 (the "**Effective Date**") between **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**"), and **DROP LOYALTY INC.**, a corporation organized under the laws of Canada ("**Borrower**"), provides the terms on which Bank shall lend to Borrower and Borrower shall repay Bank. The parties agree as follows:

1. ACCOUNTING AND OTHER TERMS

Accounting terms not defined in this Agreement shall be construed following GAAP. Calculations and determinations must be made following GAAP. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 13. All other terms contained in this Agreement, unless otherwise indicated, shall have the meaning provided by the Code to the extent such terms are defined therein.

2. LOAN AND TERMS OF PAYMENT

2.1 Promise to Pay. Borrower hereby unconditionally promises to pay Bank the outstanding principal amount of all Credit Extensions and accrued and unpaid interest thereon as and when due in accordance with this Agreement.

2.1.1 Term Loan Advances.

(a) Availability. Subject to the terms and conditions of this Agreement, upon Borrower's request, during the Draw Period, Bank shall make term loan advances available to Borrower in an aggregate original principal amount not to exceed One Million Dollars ($1,000,000) (each such advance is referred to herein as a "**Term Loan Advance**" and, collectively, as the "**Term Loan Advances**"). Borrower may not request more than Four (4) Term Loan Advances hereunder and each Term Loan Advance must be in an amount equal to at least Two Hundred and Fifty Thousand Dollars ($250,000). After repayment, no Term Loan Advance (or any portion thereof) may be reborrowed.

(b) Interest Payments. With respect to each Term Loan Advance, commencing on the first Payment Date following the Funding Date of such Term Loan Advance and continuing on the Payment Date of each month thereafter, Borrower shall make monthly payments of interest, in arrears, on the principal amount of such Term Loan Advance at the rate set forth in Section 2.2(a).

(c) Repayment. Commencing on the Amortization Date and continuing on each Payment Date thereafter, Borrower shall repay each Term Loan Advance in (i) Thirty-Six (36) equal monthly installments of principal, plus (ii) monthly payments of accrued interest at the rate set forth in Section 2.2(a). All outstanding principal and accrued and unpaid interest under each Term Loan Advance, and all other outstanding Obligations with respect to such Term Loan Advance, are due and payable in full on the Term Loan Maturity Date.

(d) Permitted Prepayment. Borrower shall have the option to prepay all, but not less than all, of the Term Loan Advances, provided Borrower (i) delivers written notice to Bank of its election to prepay the Term Loan Advances at least ten (10) days prior to such prepayment, and (ii) pays, on the date of such prepayment (A) the outstanding principal plus accrued and unpaid interest with respect to the Term Loan Advances, and (B) all other sums, if any, that shall have become due and payable with respect to the Term Loan Advances, including interest at the Default Rate with respect to any past due amounts.

(e) Mandatory Prepayment Upon an Acceleration. If the Term Loan Advances are accelerated by Bank following the occurrence and during the continuance of an Event of Default, Borrower shall immediately pay to Bank an amount equal to the sum of (i) all outstanding principal plus accrued and unpaid interest with respect to the Term Loan Advances, and (ii) all other sums, if any, that shall have become due and payable with respect to the Term Loan Advances, including interest at the Default Rate with respect to any past due amounts.

2.2 Payment of Interest on the Credit Extensions.

(a) Term Loan Advances. Subject to Section 2.2(b), the principal amount outstanding under each Term Loan Advance shall accrue interest at a floating per annum rate equal to one and a half percentage points (1.5%) above the Prime Rate, which interest shall be payable monthly in accordance with Section 2.2(b) below.

(b) Default Rate. Immediately upon the occurrence and during the continuance of an Event of Default, Obligations shall bear interest at a rate per annum which is five percent (5.0%) above the rate that is otherwise applicable thereto (the "**Default Rate**"). Fees and expenses which are required to be paid by Borrower pursuant to the Loan Documents (including, without limitation, Bank Expenses) but are not paid when due shall bear interest until paid at a rate equal to the highest rate applicable to the Obligations. Payment or acceptance of the increased interest rate provided in this Section 2.2(b) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Bank.

(c) Adjustment to Interest Rate. Changes to the interest rate of any Credit Extension based on changes to the Prime Rate shall be effective on the effective date of any change to the Prime Rate and to the extent of any such change.

(d) Payment; Interest Computation. Interest is payable monthly on the Payment Date of each month and shall be computed on the basis of a 360-day year for the actual number of days elapsed. In computing interest, (i) all payments received after 12:00 p.m. Eastern time on any day shall be deemed received at the opening of business on the next Business Day, and (ii) the date of the making of any Credit Extension shall be included and the date of payment shall be excluded; provided, however, that if any Credit Extension is repaid on the same day on which it is made, such day shall be included in computing interest on such Credit Extension.

2.3 Fees. Borrower shall pay to Bank:

(a) Commitment Fee. A fully earned, non-refundable commitment fee of Five Thousand Dollars ($5,000.00), on the Effective Date; and

(b) Bank Expenses. All Bank Expenses (including reasonable attorneys' fees and expenses for documentation and negotiation of this Agreement) incurred through and after the Effective Date, when due (or, if no stated due date, upon demand by Bank).

(c) Fees Fully Earned. Unless otherwise provided in this Agreement or in a separate writing by Bank, Borrower shall not be entitled to any credit, rebate, or repayment of any fees earned by Bank pursuant to this Agreement notwithstanding any termination of this Agreement or the suspension or termination of Bank's obligation to make loans and advances hereunder. Bank may deduct amounts owing by Borrower under the clauses of this Section 2.2(d) pursuant to the terms of Section 2.4(c). Bank shall provide Borrower written notice of deductions made from the Designated Deposit Account pursuant to the terms of the clauses of this Section 2.2(d).

2.4 Payments; Application of Payments; Debit of Accounts.

(a) All payments to be made by Borrower under any Loan Document shall be made in immediately available funds in Dollars, without setoff or counterclaim, before 12:00 p.m. Eastern time on the date when due. Payments of principal and/or interest received after 12:00 p.m. Eastern time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment shall be due the next Business Day, and additional fees or interest, as applicable, shall continue to accrue until paid.

(b) Bank has the exclusive right to determine the order and manner in which all payments with respect to the Obligations may be applied. Borrower shall have no right to specify the order or the accounts to which Bank shall allocate or apply any payments required to be made by Borrower to Bank or otherwise received by Bank under this Agreement when any such allocation or application is not specified elsewhere in this Agreement.

(c) Bank may debit any of Borrower's deposit accounts, including the Designated Deposit Account, for principal and interest payments or any other amounts Borrower owes Bank when due. These debits shall not constitute a set-off.

2.5 Withholding. Payments received by Bank from Borrower under this Agreement will be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority (including any interest, additions to tax or penalties applicable thereto). Specifically, however, if at any time any Governmental Authority, applicable law, regulation or international agreement requires Borrower to make any withholding or deduction from any such payment or other sum payable hereunder to Bank, Borrower hereby covenants and agrees that the amount due from Borrower with respect to such payment or other sum payable hereunder will be increased to the extent necessary to ensure that, after the making of such required withholding or deduction, Bank receives a net sum equal to the sum which it would have received had no withholding or deduction been required, and Borrower shall pay the full amount withheld or deducted to the relevant Governmental Authority. Borrower will, upon request, furnish Bank with proof reasonably satisfactory to Bank indicating that Borrower has made such withholding payment; provided, however, that Borrower need not make any withholding payment if the amount or validity of such withholding payment is contested in good faith by appropriate and timely proceedings and as to which payment in full is bonded or reserved against by Borrower. The agreements and obligations of Borrower contained in this Section 2.5 shall survive the termination of this Agreement.

3. CONDITIONS OF LOANS

3.1 Conditions Precedent to Initial Credit Extension. Bank's obligation to make the initial Credit Extension is subject to the condition precedent that Bank shall have received, in form and substance satisfactory to Bank, such documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate, including, without limitation:

(a) duly executed original signatures to the Loan Documents;

(b) duly executed original signatures to the Control Agreement(s);

(c) the Operating Documents and certificate of compliance of Borrower certified by Industry Canada and each jurisdiction in which Borrower is qualified to conduct business, each as of a date no earlier than thirty (30) days prior to the Effective Date;

(d) an officer's certificate of Borrower with respect to Borrower's articles, by-laws, shareholders' agreement (as applicable), incumbency and resolutions authorizing the execution and delivery of this Agreement and the other Loan Documents;

(e) duly executed original signatures to the completed Borrowing Resolutions for Borrower;

(f) the Subordination Agreement by HOF Capital GGI Fund (Cayman), LP in favor of Bank, together with the duly executed original signatures thereto;

(g) a cash collateral confirmation in respect of the CAD$125,000 held in Borrower's account no. [redacted] with Royal Bank of Canada to backstop Borrower's credit cards with Royal Bank of Canada;

(h) certified copies, dated as of a recent date, of financing statement searches, as Bank may request, accompanied by written evidence (including any UCC termination statements, PPSA termination statements or PPSA confirmations, as applicable) that the Liens indicated in any such financing statements either constitute Permitted Liens or have been or, in connection with the initial Credit Extension, will be terminated or released;

(i) the Perfection Certificate of Borrower, together with the duly executed original signature thereto;

(j) Within three (3) days of the day on which rent is due each month, Borrower shall deliver to Bank a lease certificate signed by a Responsible Officer in the form of Exhibit D;

(k) a legal opinion of Borrower's counsel dated as of the Effective Date together with the duly executed original signature thereto in form and substance acceptable to Bank;

(l) evidence satisfactory to Bank that the insurance policies and endorsements required by Section 6.5 hereof are in full force and effect, together with appropriate evidence showing loss payee and/or additional insured clauses or endorsements in favor of Bank; and

(m) payment of the fees and Bank Expenses then due as specified in Section 2.2(d) hereof.

3.2 Conditions Precedent to all Credit Extensions. Bank's obligations to make each Credit Extension, including the initial Credit Extension, is subject to the following conditions precedent:

(a) timely receipt of an executed Payment/Advance Form;

(b) the representations and warranties in this Agreement shall be true, accurate, and complete in all material respects on the date of the Payment/Advance Form and on the Funding Date of each Credit Extension; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date, and no Event of Default shall have occurred and be continuing or result from the Credit Extension. Each Credit Extension is Borrower's representation and warranty on that date that the representations and warranties in this Agreement remain true, accurate, and complete in all material respects; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; and

(c) Bank determines to its satisfaction that there has not been any material impairment in the general affairs, management, results of operation, financial condition or the prospect of repayment of the Obligations, or any material adverse deviation by Borrower from the most recent business plan of Borrower presented to and accepted by Bank.

3.3 Covenant to Deliver. Borrower agrees to deliver to Bank each item required to be delivered to Bank under this Agreement as a condition precedent to any Credit Extension. Borrower expressly agrees that a Credit Extension made prior to the receipt by Bank of any such item shall not constitute a waiver by Bank of Borrower's obligation to deliver such item, and the making of any Credit Extension in the absence of a required item shall be in Bank's sole discretion.

3.4 Procedures for Borrower. Subject to the prior satisfaction of all other applicable conditions to the making of a Term Loan Advance set forth in this Agreement, to obtain a Term Loan Advance, Borrower shall notify Bank (which notice shall be irrevocable) by electronic mail, facsimile or telephone by 12:00 noon Eastern time on the Funding Date of the Term Loan Advance. In connection with such notification, Borrower must promptly deliver to Bank by electronic mail or facsimile a completed Payment/Advance Form executed by an Authorized Signer together with such other reports and information, as Bank may reasonably request. Bank shall credit proceeds of any Term Loan Advance to the Designated Deposit Account. Bank may make Term Loan Advances under this Agreement based on instructions from an Authorized Signer or without instructions if the Term Loan Advances are necessary to meet Obligations which have become due.

4. CREATION OF SECURITY INTEREST

4.1 Grant of Security Interest. Borrower hereby grants Bank, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Bank, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof.

Borrower acknowledges that it previously has entered, and/or may in the future enter, into Bank Services Agreements with Bank. Regardless of the terms of any Bank Services Agreement, Borrower agrees that any amounts Borrower owes Bank thereunder shall be deemed to be Obligations hereunder and that it is the intent of Borrower and Bank to have all such Obligations secured by the first priority perfected security interest in the Collateral granted herein (subject only to Permitted Liens that are permitted pursuant to the terms of this Agreement to have superior priority to Bank's Lien in this Agreement).

If this Agreement is terminated, Bank's Lien in the Collateral shall continue until the Obligations (other than inchoate indemnity obligations) are repaid in full in cash. Upon payment in full in cash of the Obligations (other than inchoate indemnity obligations) and at such time as Bank's obligation to make Credit Extensions has terminated, Bank shall, at the sole cost and expense of Borrower, release its Liens in the Collateral and all rights therein shall revert to Borrower. In the event (x) all Obligations (other than inchoate indemnity obligations), except for Bank Services, are satisfied in full, and (y) this Agreement is terminated, Bank shall terminate the security interest granted herein upon Borrower providing cash collateral acceptable to Bank in its good faith business judgment for Bank Services, if any. In the event such Bank Services consist of outstanding Letters of Credit, Borrower shall provide to Bank cash collateral in an amount equal to (x) if such Letters of Credit are denominated in Dollars, then at least one hundred five percent (105.0%); and (y) if such Letters of Credit are denominated in a Foreign Currency, then at least one hundred ten percent (110.0%), of the Dollar Equivalent of the face amount of all such Letters of Credit plus all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its business judgment), to secure all of the Obligations relating to such Letters of Credit.

4.2 Priority of Security Interest. Borrower represents, warrants, and covenants that the security interest granted herein is and shall at all times continue to be a first priority perfected security interest in the Collateral (subject only to Permitted Liens that are permitted pursuant to the terms of this Agreement to have superior priority to Bank's Lien under this Agreement). If Borrower shall acquire a commercial tort claim, Borrower shall promptly notify Bank in a writing signed by Borrower of the general details thereof and grant to Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Bank.

4.3 Authorization to File Financing Statements. Borrower hereby authorizes Bank to file financing statements, without notice to Borrower, with all appropriate jurisdictions to perfect or protect Bank's interest or rights hereunder, including a notice that any disposition of the Collateral, by either Borrower or any other Person, shall be deemed to violate the rights of Bank under the Code. Such financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in Bank's discretion.

5. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants as follows:

5.1 Due Organization, Authorization; Power and Authority. Borrower is duly existing and in good standing in its jurisdiction of formation and is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its business or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to have a material adverse effect on Borrower's business. In connection with this Agreement, Borrower has delivered to Bank a completed certificate signed by Borrower, entitled "Perfection Certificate" (the "**Perfection Certificate**"). Borrower represents and warrants to Bank that (a) Borrower's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof; (b) Borrower is an organization of the type and is organized in the jurisdiction set forth in the Perfection Certificate; (c) the Perfection Certificate accurately sets forth Borrower's business identification number or accurately states that Borrower has none; (d) the Perfection Certificate accurately sets forth Borrower's place of business, or, if more than one, its chief executive office as well as Borrower's mailing address (if different than its chief executive office); (e) Borrower (and each of its predecessors) has not, in the past five (5) years, changed its jurisdiction of formation, organizational structure or type, or any business identification number assigned by its jurisdiction; and (f) all other information set forth on the Perfection Certificate pertaining to Borrower and each of its Subsidiaries is accurate and complete (it being understood and agreed that Borrower may from time to time

update certain information in the Perfection Certificate after the Effective Date to the extent permitted by one or more specific provisions in this Agreement).

The execution, delivery and performance by Borrower of the Loan Documents to which it is a party have been duly authorized, and do not (i) conflict with any of Borrower's Operating Documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Borrower or any of its Subsidiaries or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect), or (v) conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of, any material agreement by which Borrower is bound. Borrower is not in default under any agreement to which it is a party or by which it is bound in which the default could reasonably be expected to have a material adverse effect on Borrower's business.

5.2 Collateral. Borrower has good title to, rights in, and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder, free and clear of any and all Liens except Permitted Liens. Borrower has no Collateral Accounts at or with any bank or financial institution other than Bank or Bank's Affiliates except for the Collateral Accounts described in the Perfection Certificate delivered to Bank in connection herewith and which Borrower has taken such actions as are necessary to give Bank a perfected security interest therein, pursuant to the terms of Section 6.6(b). The Accounts are bona fide, existing obligations of the Account Debtors.

The Collateral is not in the possession of any third party bailee (such as a warehouse) except as otherwise provided in the Perfection Certificate. None of the components of the Collateral shall be maintained at locations other than as provided in the Perfection Certificate or as permitted pursuant to Section 7.2.

All Inventory is in all material respects of good and marketable quality, free from material defects.

Borrower is the sole owner of the Intellectual Property which it owns or purports to own except for (a) non-exclusive licenses granted to its customers in the ordinary course of business, (b) over-the-counter software that is commercially available to the public, and (c) material Intellectual Property licensed to Borrower and noted on the Perfection Certificate. Each Patent which it owns or purports to own and which is material to Borrower's business is valid and enforceable, and no part of the Intellectual Property which Borrower owns or purports to own and which is material to Borrower's business has been judged invalid or unenforceable, in whole or in part. To the best of Borrower's knowledge, no claim has been made that any part of the Intellectual Property violates the rights of any third party except to the extent such claim would not reasonably be expected to have a material adverse effect on Borrower's business.

Except as noted on the Perfection Certificate, Borrower is not a party to, nor is it bound by, any Restricted License.

5.3 Litigation. There are no actions or proceedings pending or, to the knowledge of any Responsible Officer, threatened in writing by or against Borrower or any of its Subsidiaries involving more than, individually or in the aggregate, Fifty Thousand Dollars ($50,000.00).

5.4 Financial Statements; Financial Condition. All consolidated financial statements for Borrower and any of its Subsidiaries delivered to Bank fairly present in all material respects Borrower's consolidated financial condition and Borrower's consolidated results of operations. There has not been any material deterioration in Borrower's consolidated financial condition since the date of the most recent financial statements submitted to Bank.

5.5 Solvency. The fair salable value of Borrower's consolidated assets (including goodwill minus disposition costs) exceeds the fair value of Borrower's liabilities; Borrower is not left with unreasonably small

capital after the transactions in this Agreement; and Borrower is able to pay its debts (including trade debts) as they mature.

5.6 Regulatory Compliance. Borrower is not an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act of 1940, as amended. Borrower is not engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors). To the best of Borrower's knowledge, Borrower (a) has complied in all material respects with all Requirements of Law, and (b) has not violated any Requirements of Law the violation of which could reasonably be expected to have a material adverse effect on its business. None of Borrower's or any of its Subsidiaries' properties or assets has been used by Borrower or any Subsidiary or, to the best of Borrower's knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than legally. Borrower and each of its Subsidiaries have obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all Governmental Authorities that are necessary to continue their respective businesses as currently conducted.

5.7 Subsidiaries; Investments. Borrower does not own any stock, partnership, or other ownership interest or other equity securities except for Permitted Investments.

5.8 Tax Returns and Payments; Pension Contributions. Borrower has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, provincial, state and local taxes, assessments, deposits and contributions owed by Borrower except (a) to the extent such taxes are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor, or (b) if such taxes, assessments, deposits and contributions do not, individually or in the aggregate, exceed Five Thousand Dollars ($5,000.00).

To the extent Borrower defers payment of any contested taxes, Borrower shall (i) notify Bank in writing of the commencement of, and any material development in, the proceedings, and (ii) post bonds or take any other steps required to prevent the Governmental Authority levying such contested taxes from obtaining a Lien upon any of the Collateral that is other than a "Permitted Lien." Borrower is unaware of any claims or adjustments proposed for any of Borrower's prior tax years which could result in additional taxes becoming due and payable by Borrower. Borrower has paid all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms, and Borrower has not withdrawn from participation in, and has not permitted partial or complete termination of, or permitted the occurrence of any other event with respect to, any such plan which could reasonably be expected to result in any liability of Borrower, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other governmental agency.

5.9 Use of Proceeds. Borrower shall use the proceeds of the Credit Extensions as working capital and to fund its general business requirements and not for personal, family, household or agricultural purposes.

5.10 Full Disclosure. No written representation, warranty or other statement of Borrower in any certificate or written statement given to Bank, as of the date such representation, warranty, or other statement was made, taken together with all such written certificates and written statements given to Bank, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading (it being recognized by Bank that the projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results).

5.11 Definition of "Knowledge." For purposes of the Loan Documents, whenever a representation or warranty is made to Borrower's knowledge or awareness, to the "best of" Borrower's knowledge, or with a similar qualification, knowledge or awareness means the actual knowledge, after reasonable investigation, of any Responsible Officer.

6. AFFIRMATIVE COVENANTS

Borrower shall do all of the following:

6.1 Government Compliance.

(a) Maintain its and all its Subsidiaries' legal existence and good standing in their respective jurisdictions of formation and maintain qualification in each jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on Borrower's business or operations. Borrower shall comply, and have each Subsidiary comply, in all material respects, with all laws, ordinances and regulations to which it is subject.

(b) Obtain all of the Governmental Approvals necessary for the performance by Borrower of its obligations under the Loan Documents to which it is a party and the grant of a security interest to Bank in all of its property. Borrower shall promptly provide copies of any such obtained Governmental Approvals to Bank.

6.2 Financial Statements, Reports, Certificates. Provide Bank with the following:

(a) Monthly Financial Statements. As soon as available, but no later than thirty (30) days after the last day of each month, a company prepared consolidated balance sheet and income statement covering Borrower's consolidated operations for such month certified by a Responsible Officer and in a form acceptable to Bank (the "**Monthly Financial Statements**");

(b) Monthly Compliance Certificate. Within thirty (30) days after the last day of each month and together with the Monthly Financial Statements, a duly completed Compliance Certificate signed by a Responsible Officer, certifying that as of the end of such month, Borrower was in full compliance with all of the terms and conditions of this Agreement, and setting forth such other information as Bank may reasonably request;

(c) Board-Approved Projections. As soon as available, but no later than sixty (60) days after the last day of Borrower's fiscal year and contemporaneously with any updates thereto, Board-approved projections as to the then current fiscal year in a form acceptable to Bank;

(d) Annual Audited Financial Statements. As soon as available, but no later one hundred fifty (150) days after the last day of Borrower's fiscal year, audited consolidated financial statements prepared under GAAP, consistently applied, together with an unqualified opinion on the financial statements from an independent certified public accounting firm reasonably acceptable to Bank. Notwithstanding the foregoing, Bank shall be deemed to have waived this requirement with respect to a given fiscal year of Borrower if Borrower determines, in its reasonable discretion, not to pursue an audit with respect to such fiscal year of Borrower, in which case Bank will accept consolidated financial statements prepared on a "reviewed" basis by such accountant(s), which Borrower shall deliver as soon as available, but no later than one hundred fifty (150) days after the last day of Borrower's fiscal year;

(e) Other Statements. Within five (5) days of delivery, copies of all statements, reports and notices made available to Borrower's security holders or to any holders of Subordinated Debt;

(f) SEC Filings. In the event that Borrower becomes subject to the reporting requirements under the Exchange Act within five (5) days of filing, copies of all periodic and other reports, proxy statements and other materials filed by Borrower with the SEC, any Governmental Authority succeeding to any or all of the functions of the SEC or with any national securities exchange, or distributed to its shareholders, as the case may be. Documents required to be delivered pursuant to the terms hereof (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which Borrower posts such documents, or provides a link thereto, on Borrower's website on the Internet at Borrower's website address; provided, however, Borrower shall promptly notify Bank in writing (which may be by electronic mail) of the posting of any such documents;

(g) Legal Action Notice. A prompt report of any legal actions pending or threatened in writing against Borrower or any of its Subsidiaries that could result in damages or costs to Borrower or any of its Subsidiaries of, individually or in the aggregate, Fifty Thousand Dollars ($50,000.00) or more; and

(h) Other Financial Information. Promptly, from time to time, such information regarding Borrower or compliance with the terms of any Loan Documents as reasonably requested by Bank.

6.3 Inventory; Returns. Keep all Inventory in good and marketable condition, free from material defects. Returns and allowances between Borrower and its Account Debtors shall follow Borrower's customary practices as they exist at the Effective Date. Borrower must promptly notify Bank of all returns, recoveries, disputes and claims that involve more than One Hundred Thousand Dollars ($100,000.00).

6.4 Taxes; Pensions. Timely file, and require each of its Subsidiaries to timely file, all required tax returns and reports and timely pay, and require each of its Subsidiaries to timely pay, all foreign, federal, provincial, state and local taxes, assessments, deposits and contributions owed by Borrower and each of its Subsidiaries, except for deferred payment of any taxes contested pursuant to the terms of Section 5.8 hereof, and shall deliver to Bank, on demand, appropriate certificates attesting to such payments, and pay all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms.

6.5 Insurance.

(a) Keep its business and the Collateral insured for risks and in amounts standard for companies in Borrower's industry and location and as Bank may reasonably request. Insurance policies shall be in a form, with financially sound and reputable insurance companies that are not Affiliates of Borrower, and in amounts that are satisfactory to Bank. All property policies shall have a lender's loss payable endorsement showing Bank as lender loss payee. All liability policies shall show, or have endorsements showing, Bank as an additional insured. Bank shall be named as lender loss payee and/or additional insured with respect to any such insurance providing coverage in respect of any Collateral.

(b) Ensure that proceeds payable under any property policy are, at Bank's option, payable to Bank on account of the Obligations.

(c) At Bank's request, Borrower shall deliver certified copies of insurance policies and evidence of all premium payments. Each provider of any such insurance required under this Section 6.5 shall agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to Bank, that it will give Bank thirty (30) days prior written notice before any such policy or policies shall be materially altered or canceled. If Borrower fails to obtain insurance as required under this Section 6.5 or to pay any amount or furnish any required proof of payment to third persons and Bank, Bank may make all or part of such payment or obtain such insurance policies required in this Section 6.5, and take any action under the policies Bank deems prudent.

6.6 Operating Accounts.

(a) Within sixty days of the Effective Date (the "**Transition Period**"), maintain all of Borrower's and its Subsidiaries' U.S. dollar depository and operating accounts, securities/investment accounts and excess funds with Bank and Bank's Affiliates; provided, however, that Borrower may maintain its Canadian dollar operating and depository accounts as described in the Perfection Certificate with Royal Bank of Canada or Toronto-Dominion Bank (the "**Canadian Accounts**").

(b) In addition to, and without limiting the restrictions in **Error! Reference source not found.**, Borrower shall provide Bank five (5) days prior written notice before establishing any Collateral Account at or with any bank or financial institution other than Bank or Bank's Affiliates. For each Collateral Account that Borrower at any time maintains, Borrower shall cause the applicable bank or financial institution (other than Bank) at or with which any Collateral Account is maintained to execute and deliver a Control Agreement or other appropriate instrument with respect to such Collateral Account to perfect Bank's Lien in such Collateral Account in accordance with the terms hereunder which Control Agreement may not be terminated without the prior written

consent of Bank. The provisions of the previous sentence shall not apply to deposit accounts (i) during the Transition Period, (ii) exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of Borrower's employees and identified to Bank by Borrower as such, and (iii) the Canadian Accounts.

6.7 Protection of Intellectual Property Rights.

(a) (i) Protect, defend and maintain the validity and enforceability of its Intellectual Property; (ii) promptly advise Bank in writing of material infringements or any other event that could reasonably be expected to materially and adversely affect the value of its Intellectual Property; and (iii) not allow any Intellectual Property material to Borrower's business to be abandoned, forfeited or dedicated to the public without Bank's written consent.

(b) Provide written notice to Bank within ten (10) days of entering or becoming bound by any Restricted License (other than over-the-counter software that is commercially available to the public). Borrower shall take such steps as Bank requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for (i) any Restricted License to be deemed "Collateral" and for Bank to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such Restricted License, whether now existing or entered into in the future, and (ii) Bank to have the ability in the event of a liquidation of any Collateral to dispose of such Collateral in accordance with Bank's rights and remedies under this Agreement and the other Loan Documents.

6.8 Litigation Cooperation. From the date hereof and continuing through the termination of this Agreement, make available to Bank, without expense to Bank, Borrower and its officers, employees and agents and Borrower's books and records, to the extent that Bank may deem them reasonably necessary to prosecute or defend any third-party suit or proceeding instituted by or against Bank with respect to any Collateral or relating to Borrower.

6.9 Access to Collateral; Books and Records. At reasonable times, on one (1) Business Day's notice (provided no notice is required if an Event of Default has occurred and is continuing), Bank, or its agents, shall have the right to inspect the Collateral and the right to audit and copy Borrower's Books. The foregoing inspections and audits shall be conducted no more often than once every Twelve (12) months, unless an Event of Default has occurred and is continuing in which case such inspections and audits shall occur as often as Bank shall determine is necessary. The foregoing inspections and audits shall be conducted at Borrower's expense and the charge therefor shall be One Thousand Dollars ($1,000.00) per person per day (or such higher amount as shall represent Bank's then-current standard charge for the same), plus reasonable out-of-pocket expenses, up to a maximum of Three Thousand Five Hundred ($3,500) annually in respect of such audits. In the event Borrower and Bank schedule an audit more than ten (10) days in advance, and Borrower cancels or seeks to or reschedules the audit with less than ten (10) days written notice to Bank, then (without limiting any of Bank's rights or remedies) Borrower shall pay Bank a fee of One Thousand Dollars ($1,000.00) plus any out-of-pocket expenses incurred by Bank to compensate Bank for the anticipated costs and expenses of the cancellation or rescheduling.

6.10 Formation or Acquisition of Subsidiaries. Notwithstanding and without limiting the negative covenants contained in Sections 7.3 and 7.7 hereof, at the time that Borrower forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Effective Date, Borrower shall (a) cause such new Subsidiary to provide to Bank a joinder to this Agreement to cause such Subsidiary to become a co-borrower hereunder, together with such appropriate financing statements and/or Control Agreements, all in form and substance satisfactory to Bank (including being sufficient to grant Bank a first priority Lien (subject to Permitted Liens) in and to the assets of such newly formed or acquired Subsidiary), (b) provide to Bank appropriate certificates and powers and financing statements, pledging all of the direct or beneficial ownership interest in such new Subsidiary, in form and substance satisfactory to Bank, and (c) provide to Bank all other documentation in form and substance satisfactory to Bank, including one or more opinions of counsel satisfactory to Bank, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above. Any document, agreement, or instrument executed or issued pursuant to this Section 6.10 shall be a Loan Document.

6.11 Further Assurances. Execute any further instruments and take further action as Bank reasonably requests to perfect or continue Bank's Lien in the Collateral or to effect the purposes of this Agreement.

7. NEGATIVE COVENANTS

Borrower shall not do any of the following without Bank's prior written consent:

7.1 Dispositions. Convey, sell, lease, transfer, assign, or otherwise dispose of (collectively, "Transfer"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, except for Transfers (a) of Inventory in the ordinary course of business; (b) of worn-out or obsolete Equipment that is, in the reasonable judgment of Borrower, no longer economically practicable to maintain or useful in the ordinary course of business of Borrower; (c) consisting of Permitted Liens and Permitted Investments; (d) consisting of the sale or issuance of any stock of Borrower permitted under Section 7.2 of this Agreement; (e) consisting of Borrower's use or transfer of money or Cash Equivalents in the ordinary course of its business for the payment of ordinary course business expenses in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents; and (f) of non-exclusive licenses for the use of the property of Borrower or its Subsidiaries in the ordinary course of business.

7.2 Changes in Business, Management, Ownership, or Business Locations. (a) Engage in or permit any of its Subsidiaries to engage in any business other than the businesses currently engaged in by Borrower and such Subsidiary, as applicable, or reasonably related thereto; (b) liquidate or dissolve; or (c) (i) fail to provide notice to Bank of any Key Person departing from or ceasing to be employed by Borrower within five (5) days after such Key Person's departure from Borrower; or (ii) enter into any transaction or series of related transactions in which the stockholders of Borrower who were not stockholders immediately prior to the first such transaction own more than forty-nine percent (49.0%) of the voting stock of Borrower immediately after giving effect to such transaction or related series of such transactions (other than by the sale of Borrower's equity securities in a public offering or to venture capital or private equity investors so long as Borrower identifies to Bank the venture capital or private equity investors at least seven (7) Business Days prior to the closing of the transaction and provides to Bank a description of the material terms of the transaction).

Borrower shall not, without at least thirty (30) days prior written notice to Bank: (1) add any new offices or business locations, including warehouses (unless such new offices or business locations contain less than Ten Thousand Dollars ($10,000.00) in Borrower's assets or property) or deliver any portion of the Collateral valued, individually or in the aggregate, in excess of Twenty-Five Thousand Dollars ($25,000.00) to a bailee at a location other than to a bailee and at a location already disclosed in the Perfection Certificate, (2) change its jurisdiction of organization or change the location of its chief executive office or registered office, (3) change its organizational structure or type, (4) change its legal name, or (5) change any business identification number (if any) assigned by its jurisdiction of organization. If Borrower intends to deliver any portion of the Collateral valued, individually or in the aggregate, in excess of Twenty-Five Thousand Dollars ($25,000.00) to a bailee, and Bank and such bailee are not already parties to a bailee agreement governing both the Collateral and the location to which Borrower intends to deliver the Collateral, then Borrower will first receive the written consent of Bank, and such bailee shall execute and deliver a bailee agreement in form and substance satisfactory to Bank.

7.3 Mergers, Amalgamations or Acquisitions. Merge, amalgamate, or consolidate, or permit any of its Subsidiaries to merge, amalgamate, or consolidate, with any other Person, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person (including, without limitation, by the formation of any Subsidiary). A Subsidiary may merge, amalgamate, or consolidate into another Subsidiary or into Borrower.

7.4 Indebtedness. Create, incur, assume, or be liable for any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness.

7.5 Encumbrance. Create, incur, allow, or suffer any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, permit any Collateral not to be subject to the first priority security interest granted herein, or enter into any agreement, document, instrument or other arrangement (except with or in favor of Bank)

with any Person which directly or indirectly prohibits or has the effect of prohibiting Borrower or any Subsidiary from assigning, mortgaging, pledging, granting a security interest in or upon, or encumbering any of Borrower's or any Subsidiary's Intellectual Property, except as is otherwise permitted in Section 7.1 hereof and the definition of "Permitted Liens" herein.

7.6 Maintenance of Collateral Accounts. Maintain any Collateral Account except pursuant to the terms of Section 6.6(b) hereof.

7.7 Distributions; Investments. (a) Pay any dividends or make any distribution or payment or redeem, retire or purchase any capital stock; or (b) directly or indirectly make any Investment (including, without limitation, by the formation of any Subsidiary) other than Permitted Investments, or permit any of its Subsidiaries to do so.

7.8 Transactions with Affiliates. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower, except for transactions that are in the ordinary course of Borrower's business, upon fair and reasonable terms that are no less favorable to Borrower than would be obtained in an arm's length transaction with a non-affiliated Person.

7.9 Subordinated Debt. (a) Make or permit any payment on any Subordinated Debt, except under the terms of the subordination, intercreditor, or other similar agreement to which such Subordinated Debt is subject, or (b) amend any provision in any document relating to the Subordinated Debt which would increase the amount thereof, provide for earlier or greater principal, interest, or other payments thereon, or adversely affect the subordination thereof to Obligations owed to Bank.

8. EVENTS OF DEFAULT

Any one of the following shall constitute an event of default (an "**Event of Default**") under this Agreement:

8.1 Payment Default. Borrower fails to (a) make any payment of principal or interest on any Credit Extension when due, or (b) pay any other Obligations within three (3) Business Days after such Obligations are due and payable (which three (3) Business Day cure period shall not apply to payments due on the Term Loan Maturity Date). During the cure period, the failure to make or pay any payment specified under clause (b) hereunder is not an Event of Default (but no Credit Extension will be made during the cure period);

8.2 Covenant Default.

(a) Borrower fails or neglects to perform any obligation in Sections 6.2, 6.4, 6.5, 6.6, 6.7(b), or 6.9 or violates any covenant in Section 7; or

(b) Borrower fails or neglects to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Agreement or any Loan Documents, and as to any default (other than those specified in this Section 8) under such other term, provision, condition, covenant or agreement that can be cured, has failed to cure the default within ten (10) days after the occurrence thereof; provided, however, that if the default cannot by its nature be cured within the ten (10) day period or cannot after diligent attempts by Borrower be cured within such ten (10) day period, and such default is likely to be cured within a reasonable time, then Borrower shall have an additional period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, and within such reasonable time period the failure to cure the default shall not be deemed an Event of Default (but no Credit Extensions shall be made during such cure period). Cure periods provided under this section shall not apply, among other things, to financial covenants or any other covenants set forth in clause (a) above;

8.3 Material Adverse Change. A Material Adverse Change occurs;

8.4 Attachment; Levy; Restraint on Business.

(a) (i) The service of process seeking to attach, by trustee or similar process, any funds of Borrower or of any entity under the control of Borrower (including a Subsidiary), or (ii) a notice of lien or levy is filed against any of Borrower's assets by any Governmental Authority, and the same under subclauses (i) and (ii) hereof are not, within ten (10) days after the occurrence thereof, discharged or stayed (whether through the posting of a bond or otherwise); provided, however, no Credit Extensions shall be made during any ten (10) day cure period; or

(b) (i) any material portion of Borrower's assets is attached, seized, levied on, or comes into possession of a trustee or receiver, or (ii) any court order enjoins, restrains, or prevents Borrower from conducting all or any material part of its business;

8.5 Insolvency. (a) Borrower or any of its Subsidiaries is unable to pay its debts (including trade debts) as they become due or otherwise becomes insolvent; (b) Borrower or any of its Subsidiaries begins an Insolvency Proceeding; or (c) an Insolvency Proceeding is begun against Borrower or any of its Subsidiaries and is not dismissed or stayed within thirty (30) days (but no Credit Extensions shall be made while any of the conditions described in clause (a) exist and/or until any Insolvency Proceeding is dismissed);

8.6 Other Agreements. There is, under any agreement to which Borrower is a party with a third party or parties, (a) any default resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount individually or in the aggregate in excess of Fifty Thousand Dollars ($50,000.00); or (b) any breach or default by Borrower, the result of which could have a material adverse effect on Borrower's business;

8.7 Judgments; Penalties. One or more fines, penalties or final judgments, orders or decrees for the payment of money in an amount, individually or in the aggregate, of at least Fifty Thousand Dollars ($50,000.00) (not covered by independent third-party insurance as to which liability has been accepted by such insurance carrier) shall be rendered against Borrower by any Governmental Authority, and the same are not, within ten (10) days after the entry, assessment or issuance thereof, discharged, satisfied, or paid, or after execution thereof, stayed or bonded pending appeal, or such judgments are not discharged prior to the expiration of any such stay (provided that no Credit Extensions will be made prior to the satisfaction, payment, discharge, stay, or bonding of such fine, penalty, judgment, order or decree);

8.8 Misrepresentations. Borrower or any Person acting for Borrower makes any representation, warranty, or other statement now or later in this Agreement, any Loan Document or in any writing delivered to Bank or to induce Bank to enter this Agreement or any Loan Document, and such representation, warranty, or other statement is incorrect in any material respect when made; or

8.9 Subordinated Debt. Any document, instrument, or agreement evidencing any Subordinated Debt shall for any reason be revoked or invalidated or otherwise cease to be in full force and effect, any Person shall be in breach thereof or contest in any manner the validity or enforceability thereof or deny that it has any further liability or obligation thereunder, or the Obligations shall for any reason be subordinated or shall not have the priority contemplated by this Agreement or any applicable subordination or intercreditor agreement.

9. BANK'S RIGHTS AND REMEDIES

9.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, Bank may, without notice or demand, do any or all of the following:

(a) declare all Obligations immediately due and payable (but if an Event of Default described in Section 8.5 occurs all Obligations are immediately due and payable without any action by Bank);

(b) stop advancing money or extending credit for Borrower's benefit under this Agreement or under any other agreement between Borrower and Bank;

(c) demand that Borrower (i) deposit cash with Bank in an amount equal to (A) one hundred five percent (105.0%) of the Dollar Equivalent of the aggregate face amount of all Letters of Credit denominated in Dollars remaining undrawn, and (B) one hundred ten percent (110.0%) of the Dollar Equivalent of the aggregate face amount of all Letters of Credit denominated in a Foreign Currency remaining undrawn (plus, in each case, all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its good faith business judgment)), to secure all of the Obligations relating to such Letters of Credit, as collateral security for the repayment of any future drawings under such Letters of Credit, and Borrower shall forthwith deposit and pay such amounts, and (ii) pay in advance all letter of credit fees scheduled to be paid or payable over the remaining term of any Letters of Credit;

(d) terminate any FX Contracts;

(e) verify the amount of, demand payment of and performance under, and collect any Accounts and General Intangibles, settle or adjust disputes and claims directly with Account Debtors for amounts on terms and in any order that Bank considers advisable, and notify any Person owing Borrower money of Bank's security interest in such funds;

(f) make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its security interest in the Collateral. Borrower shall assemble the Collateral if Bank requests and make it available as Bank designates. Bank may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to its security interest and pay all expenses incurred. Borrower grants Bank a license to enter and occupy any of its premises, without charge, to exercise any of Bank's rights or remedies;

(g) apply to the Obligations any (i) balances and deposits of Borrower it holds, or (ii) any amount held by Bank owing to or for the credit or the account of Borrower;

(h) seize, ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral. Bank is hereby granted a non-exclusive, royalty-free license or other right to use, without charge, Borrower's labels, Patents, Copyrights, mask works, rights of use of any name, trade secrets, trade names, Trademarks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Bank's exercise of its rights under this Section, Borrower's rights under all licenses and all franchise agreements inure to Bank's benefit;

(i) place a "hold" on any account maintained with Bank and/or deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any Control Agreement or similar agreements providing control of any Collateral;

(j) demand and receive possession of Borrower's Books;

(k) obtain from any court of competent jurisdiction an order for the sale or foreclosure of any or all of the Collateral;

(l) appoint in writing a receiver or receiver and manager (a "**Receiver**") for all or any part of the Collateral who shall be vested with all of the Bank's rights and remedies under this Agreement, at law or in equity. Any such Receiver, with respect to responsibility for its acts, shall, to the extent permitted by applicable law, be deemed to the agent of the Borrower and not the Bank;

(m) obtain from any court of competent jurisdiction an order for the appointment of a Receiver of the Borrower or of any or all of the Collateral;

(n) realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, on such terms and conditions as the Bank may deem advisable and at such prices as it may deem best; and

(o) exercise all rights and remedies available to Bank under the Loan Documents or at law or equity, including all remedies provided under the Code (including disposal of the Collateral pursuant to the terms thereof).

9.2 Power of Attorney. Borrower hereby irrevocably appoints Bank as its lawful attorney-in-fact, exercisable following the occurrence and during the continuance of an Event of Default, to: (a) endorse Borrower's name on any checks, payment instruments, or other forms of payment or security; (b) sign Borrower's name on any invoice or bill of lading for any Account or drafts against Account Debtors; (c) demand, collect, sue, and give releases to any Account Debtor for monies due, settle and adjust disputes and claims about the Accounts directly with Account Debtors, and compromise, prosecute, or defend any action, claim, case, or proceeding about any Collateral (including filing a claim or voting a claim in any bankruptcy case in Bank's or Borrower's name, as Bank chooses); (d) make, settle, and adjust all claims under Borrower's insurance policies; (e) pay, contest or settle any Lien, charge, encumbrance, security interest, or other claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; and (f) transfer the Collateral into the name of Bank or a third party as the Code permits. Borrower hereby appoints Bank as its lawful attorney-in-fact to sign Borrower's name on any documents necessary to perfect or continue the perfection of Bank's security interest in the Collateral regardless of whether an Event of Default has occurred until all Obligations have been satisfied in full and the Loan Documents have been terminated. Bank's foregoing appointment as Borrower's attorney in fact, and all of Bank's rights and powers, coupled with an interest, are irrevocable until all Obligations have been fully repaid and performed and the Loan Documents have been terminated.

9.3 Protective Payments. If Borrower fails to obtain the insurance called for by Section 6.5 or fails to pay any premium thereon or fails to pay any other amount which Borrower is obligated to pay under this Agreement or any other Loan Document or which may be required to preserve the Collateral, Bank may obtain such insurance or make such payment, and all amounts so paid by Bank are Bank Expenses and immediately due and payable, bearing interest at the then highest rate applicable to the Obligations, and secured by the Collateral. Bank will make reasonable efforts to provide Borrower with notice of Bank obtaining such insurance at the time it is obtained or within a reasonable time thereafter. No payments by Bank are deemed an agreement to make similar payments in the future or Bank's waiver of any Event of Default.

9.4 Application of Payments and Proceeds Upon Default. If an Event of Default has occurred and is continuing, Bank shall have the right to apply in any order any funds in its possession, whether from Borrower account balances, payments, proceeds realized as the result of any collection of Accounts or other disposition of the Collateral, or otherwise, to the Obligations. Bank shall pay any surplus to Borrower by credit to the Designated Deposit Account or to other Persons legally entitled thereto; Borrower shall remain liable to Bank for any deficiency. If Bank, directly or indirectly, enters into a deferred payment or other credit transaction with any purchaser at any sale of Collateral, Bank shall have the option, exercisable at any time, of either reducing the Obligations by the principal amount of the purchase price or deferring the reduction of the Obligations until the actual receipt by Bank of cash therefor.

9.5 Bank's Liability for Collateral. So long as Bank complies with reasonable banking practices regarding the safekeeping of the Collateral in the possession or under the control of Bank, Bank shall not be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other Person. Borrower bears all risk of loss, damage or destruction of the Collateral.

9.6 No Waiver; Remedies Cumulative. Bank's failure, at any time or times, to require strict performance by Borrower of any provision of this Agreement or any other Loan Document shall not waive, affect, or diminish any right of Bank thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by the party granting the waiver and then is only effective for the specific instance and purpose for which it is given. Bank's rights and remedies under this Agreement and the other Loan Documents are cumulative. Bank has all rights and remedies provided under the Code, by law, or in equity. Bank's exercise of one right or remedy is not an election and shall not preclude Bank from exercising any other remedy under this Agreement or other remedy available at law or in equity, and Bank's waiver of any Event of Default is not a continuing waiver. Bank's delay in exercising any remedy is not a waiver, election, or acquiescence.

9.7 Demand Waiver. Borrower waives demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Bank on which Borrower is liable.

10. NOTICES

All notices, consents, requests, approvals, demands, or other communication by any party to this Agreement or any other Loan Document must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by electronic mail or facsimile transmission; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. Bank or Borrower may change its mailing or electronic mail address or facsimile number by giving the other party written notice thereof in accordance with the terms of this Section 10.

If to Borrower: Drop Loyalty Inc.
103 Richmond Street, East, #202 Toronto, Ontario M5C 1N9
Attn: Derrick Fung
Email: derrick@earnwithdrop.com

If to Bank: Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Kyle Dilella
Fax:
Email: kdilella@svb.com

with a copy to: Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9, Canada
Attn: Mr. Tony Gioia
Fax: (416) 863.1515
Email: tgioia@airdberlis.com

11. CHOICE OF LAW, VENUE, AND JURY TRIAL WAIVER

Except as otherwise expressly provided in any of the Loan Documents, Massachusetts law governs the Loan Documents without regard to principles of conflicts of law. Borrower and Bank each submit to the exclusive jurisdiction of the State and Federal courts in Boston, Massachusetts; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Bank from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Bank. Borrower expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Borrower hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Borrower hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Borrower at the address set forth in, or subsequently provided by Borrower in accordance with, Section 10 of this Agreement and that service so made shall be deemed completed upon the earlier to occur of Borrower's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND BANK EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

This Section 11 shall survive the termination of this Agreement.

12. GENERAL PROVISIONS

12.1 Termination Prior to Term Loan Maturity Date; Survival. All covenants, representations and warranties made in this Agreement continue in full force until this Agreement has terminated pursuant to its terms and all Obligations have been satisfied. So long as Borrower has satisfied the Obligations (other than inchoate indemnity obligations, and any other obligations which, by their terms, are to survive the termination of this Agreement, and any Obligations under Bank Services Agreements that are cash collateralized in accordance with Section 4.1 of this Agreement), this Agreement may be terminated prior to the Term Loan Maturity Date by Borrower, effective three (3) Business Days after written notice of termination is given to Bank. Those obligations that are expressly specified in this Agreement as surviving this Agreement's termination shall continue to survive notwithstanding this Agreement's termination.

12.2 Successors and Assigns. This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Borrower may not assign this Agreement or any rights or obligations under it without Bank's prior written consent (which may be granted or withheld in Bank's discretion). Bank has the right, without the consent of or notice to Borrower, to sell, transfer, assign, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights, and benefits under this Agreement and the other Loan Documents (other than the Warrant, as to which assignment, transfer and other such actions are governed by the terms thereof).

12.3 Indemnification. Borrower agrees to indemnify, defend and hold Bank and its directors, officers, employees, agents, attorneys, or any other Person affiliated with or representing Bank (each, an "**Indemnified Person**") harmless against: (i) all obligations, demands, claims, and liabilities (collectively, "**Claims**") claimed or asserted by any other party in connection with the transactions contemplated by the Loan Documents; and (ii) all losses or expenses (including Bank Expenses) in any way suffered, incurred, or paid by such Indemnified Person as a result of, following from, consequential to, or arising from transactions between Bank and Borrower (including reasonable attorneys' fees and expenses), except for Claims and/or losses directly caused by such Indemnified Person's gross negligence or willful misconduct.

This Section 12.3 shall survive until all statutes of limitation with respect to the Claims, losses, and expenses for which indemnity is given shall have run.

12.4 Time of Essence. Time is of the essence for the performance of all Obligations in this Agreement.

12.5 Severability of Provisions. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

12.6 Correction of Loan Documents. Bank may correct patent errors and fill in any blanks in the Loan Documents consistent with the agreement of the parties.

12.7 Amendments in Writing; Waiver; Integration. No purported amendment or modification of any Loan Document, or waiver, discharge or termination of any obligation under any Loan Document, shall be enforceable or admissible unless, and only to the extent, expressly set forth in a writing signed by the party against which enforcement or admission is sought. Without limiting the generality of the foregoing, no oral promise or statement, nor any action, inaction, delay, failure to require performance or course of conduct shall operate as, or

evidence, an amendment, supplement or waiver or have any other effect on any Loan Document. Any waiver granted shall be limited to the specific circumstance expressly described in it, and shall not apply to any subsequent or other circumstance, whether similar or dissimilar, or give rise to, or evidence, any obligation or commitment to grant any further waiver. The Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of the Loan Documents merge into the Loan Documents.

12.8 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement.

12.9 Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (a) to Bank's Subsidiaries or Affiliates (such Subsidiaries and Affiliates, together with Bank, collectively, "**Bank Entities**"); (b) to prospective transferees or purchasers of any interest in the Credit Extensions (provided, however, Bank shall use its best efforts to obtain any prospective transferee's or purchaser's agreement to the terms of this provision); (c) as required by law, regulation, subpoena, or other order; (d) to Bank's regulators or as otherwise required in connection with Bank's examination or audit; (e) as Bank considers appropriate in exercising remedies under the Loan Documents; and (f) to third-party service providers of Bank so long as such service providers have executed a confidentiality agreement with Bank with terms no less restrictive than those contained herein. Confidential information does not include information that is either: (i) in the public domain or in Bank's possession when disclosed to Bank, or becomes part of the public domain (other than as a result of its disclosure by Bank in violation of this Agreement) after disclosure to Bank; or (ii) disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information.

Bank Entities may use anonymous forms of confidential information for aggregate datasets, for analyses or reporting, and for any other uses not expressly prohibited in writing by Borrower. The provisions of the immediately preceding sentence shall survive termination of this Agreement.

12.10 Right of Set Off. Borrower hereby grants to Bank, a lien, security interest and right of set off as security for all Obligations to Bank, whether now existing or hereafter arising upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Bank or any entity under the control of Bank (including a Bank subsidiary) or in transit to any of them. At any time after the occurrence and during the continuance of an Event of Default, without demand or notice, Bank may set off the same or any part thereof and apply the same to any liability or obligation of Borrower even though unmatured and regardless of the adequacy of any other collateral securing the Obligations. ANY AND ALL RIGHTS TO REQUIRE BANK TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

12.11 Electronic Execution of Documents. The words "execution," "signed," "signature" and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or equivalent legislation in another jurisdiction.

12.12 Captions. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

12.13 Construction of Agreement. The parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the parties caused the uncertainty to exist.

12.14 Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or incidents different from those of parties to an arm's-length contract.

12.15 Third Parties. Nothing in this Agreement, whether express or implied, is intended to: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express parties to it and their respective permitted successors and assigns; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

13. DEFINITIONS

13.1 Definitions. As used in the Loan Documents, the word "shall" is mandatory, the word "may" is permissive, the word "or" is not exclusive, the words "includes" and "including" are not limiting, the singular includes the plural, and numbers denoting amounts that are set off in brackets are negative. As used in this Agreement, the following capitalized terms have the following meanings:

"**Account**" is any "account" as defined in the Code with such additions to such term as may hereafter be made, and includes, without limitation, all accounts receivable and other sums owing to Borrower.

"**Account Debtor**" is any "account debtor" as defined in the Code with such additions to such term as may hereafter be made.

"**Affiliate**" is, with respect to any Person, each other Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members.

"**Agreement**" is defined in the preamble hereof.

"Amortization Date" means October 1, 2018.

"**Authorized Signer**" is any individual listed in Borrower's Borrowing Resolution who is authorized to execute the Loan Documents, including any Credit Extension request, on behalf of Borrower.

"**Bank**" is defined in the preamble hereof.

"**Bank Entities**" is defined in Section 12.9.

"**Bank Expenses**" are all audit fees and expenses, costs, and expenses (including reasonable attorneys' fees and expenses) for preparing, amending, negotiating, administering, defending and enforcing the Loan Documents (including, without limitation, those incurred in connection with appeals or Insolvency Proceedings) or otherwise incurred with respect to Borrower.

"**Bank Services**" are any products, credit services, and/or financial accommodations previously, now, or hereafter provided to Borrower or any of its Subsidiaries by Bank or any Bank Affiliate, including, without limitation, any letters of credit, cash management services (including, without limitation, merchant services, direct deposit of payroll, business credit cards, and check cashing services), interest rate swap arrangements, and foreign exchange services as any such products or services may be identified in Bank's various agreements related thereto (each, a "**Bank Services Agreement**").

"**Bank Services Agreement**" is defined in the definition of Bank Services.

"**Board**" is Borrower's board of directors.

"**Borrower**" is defined in the preamble hereof.

"**Borrower's Books**" are all Borrower's books and records including ledgers, federal and state tax returns, records regarding Borrower's assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.

"**Borrowing Resolutions**" are, with respect to any Person, those resolutions adopted by such Person's board of directors (and, if required under the terms of such Person's Operating Documents, stockholders) and delivered by such Person to Bank approving the Loan Documents to which such Person is a party and the transactions contemplated thereby, together with a certificate executed by its secretary or other senior officer on behalf of such Person certifying (a) such Person has the authority to execute, deliver, and perform its obligations under each of the Loan Documents to which it is a party, (b) that set forth as a part of or attached as an exhibit to such certificate is a true, correct, and complete copy of the resolutions then in full force and effect authorizing and ratifying the execution, delivery, and performance by such Person of the Loan Documents to which it is a party, (c) the name(s) of the Person(s) authorized to execute the Loan Documents, including any Credit Extension request, on behalf of such Person, together with a sample of the true signature(s) of such Person(s), and (d) that Bank may conclusively rely on such certificate unless and until such Person shall have delivered to Bank a further certificate canceling or amending such prior certificate.

"**Business Day**" is any day that is not a Saturday, Sunday or a day on which Bank is closed, and if any determination of a "Business Day" shall relate to an FX Contract, the term "Business Day" shall mean a day on which dealings are carried on in the country of settlement of the Foreign Currency.

"**Canadian Accounts**" is defined in Section **Error! Reference source not found.**

"**Cash Equivalents**" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States or Canada or any agency or any State or Province thereof having maturities of not more than one (1) year from the date of acquisition; (b) commercial paper maturing no more than one (1) year after its creation and having the highest rating from either Standard & Poor's Ratings Group, Moody's Investors Service, Inc. or DBRS; (c) Bank's certificates of deposit issued maturing no more than one (1) year after issue..

"**Claims**" is defined in Section 12.3.

"**Code**" is (a) with respect to any assets located in the United States, the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the Commonwealth of Massachusetts; provided, that, to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Bank's Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the Commonwealth of Massachusetts, the term "**Code**" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions, and (b) with respect to any assets located in Canada, the PPSA as amended and as may be further amended and in effect from time to time; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Bank's Lien on any Collateral is governed by the Personal Property Security Act or equivalent legislation in effect in a provincial jurisdiction other than Ontario, the term "Code" shall mean the Personal Property Security Act or equivalent legislation as enacted and in effect in such other province solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

"**Collateral**" is any and all properties, rights and assets of Borrower described on Exhibit A.

"**Collateral Account**" is any Deposit Account, Securities Account, or Commodity Account.

"**Commodity Account**" is any "commodity account" as defined in the Code with such additions to such term as may hereafter be made.

"**Compliance Certificate**" is that certain certificate in the form attached hereto as Exhibit B.

"**Contingent Obligation**" is, for any Person, any direct or indirect liability, contingent or not, of that Person for (a) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation, in each case, directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable; (b) any obligations for undrawn letters of credit for the account of that Person; and (c) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; but "Contingent Obligation" does not include endorsements in the ordinary course of business. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum reasonably anticipated liability for it determined by the Person in good faith; but the amount may not exceed the maximum of the obligations under any guarantee or other support arrangement.

"**Control Agreement**" is any control agreement entered into among the depository institution at which Borrower maintains a Deposit Account or the securities intermediary or commodity intermediary at which Borrower maintains a Securities Account or a Commodity Account, Borrower, and Bank pursuant to which Bank obtains control (within the meaning of the Code) over such Deposit Account, Securities Account, or Commodity Account.

"**Copyrights**" are any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

"**Credit Extension**" is any Term Loan Advance or any other extension of credit by Bank for Borrower's benefit.

"**Default Rate**" is defined in Section 2.2(a).

"**Deposit Account**" is any "deposit account" as defined in the Code with such additions to such term as may hereafter be made.

"**Designated Deposit Account**" is the multicurrency account denominated in Dollars, account number [redacted], maintained by Borrower with Bank.

"**Dollars**," "**dollars**" or use of the sign "**$**" means only lawful money of the United States and not any other currency, regardless of whether that currency uses the "$" sign to denote its currency or may be readily converted into lawful money of the United States.

"**Dollar Equivalent**" is, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in a Foreign Currency, the equivalent amount therefor in Dollars as determined by Bank at such time on the basis of the then-prevailing rate of exchange in San Francisco, California, for sales of the Foreign Currency for transfer to the country issuing such Foreign Currency.

"**Draw Period**" is the period of time commencing upon the Effective Date and continuing through the earlier to occur of (a) September 30, 2018 or (b) an Event of Default.

"**Effective Date**" is defined in the preamble hereof.

"**Equipment**" is all "equipment" as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"**Event of Default**" is defined in Section 8.

"**Exchange Act**" is the Securities Exchange Act of 1934, as amended.

"**Foreign Currency**" means lawful money of a country other than the United States.

"**Funding Date**" is any date on which a Credit Extension is made to or for the account of Borrower which shall be a Business Day.

"**FX Contract**" is any foreign exchange contract by and between Borrower and Bank under which Borrower commits to purchase from or sell to Bank a specific amount of Foreign Currency on a specified date.

"**GAAP**" is generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other Person as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination.

"**General Intangibles**" is all "general intangibles" as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation, all Intellectual Property, claims, income and other tax refunds, security and other deposits, payment intangibles, contract rights, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

"**Governmental Approval**" is any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

"Governmental Authority" is any nation or government, any federal, provincial, state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

"**Indebtedness**" is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations, and (d) Contingent Obligations.

"**Indemnified Person**" is defined in Section 12.3.

"**Insolvency Proceeding**" is any proceeding by or against any Person under the United States Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"**Intellectual Property**" means, with respect to any Person, all of such Person's right, title, and interest in and to the following:

(a) its Copyrights, Trademarks and Patents;

(b) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals;

(c) any and all source code;

(d) any and all design rights which may be available to such Person;

(e) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and

(f) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

"**Inventory**" is all "inventory" as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

"**Investment**" is any beneficial ownership interest in any Person (including stock, partnership interest or other securities), and any loan, advance or capital contribution to any Person.

"**Key Person**" is Derrick Fung, who is the Chief Executive Officer as of the Effective Date.

"**Letter of Credit**" is a standby or commercial letter of credit issued by Bank upon request of Borrower based upon an application, guarantee, indemnity, or similar agreement.

"**Lien**" is a claim, mortgage, deed of trust, levy, charge, pledge, security interest or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property.

"**Loan Documents**" are, collectively, this Agreement and any schedules, exhibits, certificates, notices, and any other documents related to this Agreement, the Warrant, the Perfection Certificate, any Bank Services Agreement, any subordination agreement, any note, or notes or guaranties executed by Borrower, and any other present or future agreement by Borrower with or for the benefit of Bank in connection with this Agreement or Bank Services, all as amended, restated, or otherwise modified.

"**Material Adverse Change**" is (a) a material impairment in the perfection or priority of Bank's Lien in the Collateral or in the value of such Collateral; (b) a material adverse change in the business, operations, or condition (financial or otherwise) of Borrower; or (c) a material impairment of the prospect of repayment of any portion of the Obligations.

"**Monthly Financial Statements**" is defined in Section 6.2(a).

"**Obligations**" are Borrower's obligations to pay when due any debts, principal, interest, fees, Bank Expenses, the Prepayment Premium, and other amounts Borrower owes Bank now or later, whether under this Agreement, the other Loan Documents, or otherwise, including, without limitation, any interest accruing after Insolvency Proceedings begin and debts, liabilities, or obligations of Borrower assigned to Bank, and to perform Borrower's duties under the Loan Documents.

"**Operating Documents**" are, for any Person, such Person's formation documents, as certified by the Secretary of State (or equivalent agency) of such Person's jurisdiction of organization on a date that is no earlier than thirty (30) days prior to the Effective Date, and, (a) if such Person is a corporation, its bylaws in current form, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto.

"**Patents**" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"**Payment/Advance Form**" is that certain form attached hereto as Exhibit C.

"**Payment Date**" is the first (1st) calendar day of each calendar month.

"**Perfection Certificate**" is defined in Section 5.1.

"**Permitted Indebtedness**" is:

(a) Borrower's Indebtedness to Bank under this Agreement and the other Loan Documents;

(b) Indebtedness existing on the Effective Date and shown on the Perfection Certificate;

(c) Subordinated Debt;

(d) unsecured Indebtedness to trade creditors incurred in the ordinary course of business;

(e) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of business;

(f) Indebtedness secured by Liens permitted under clauses (a) and (c) of the definition of "Permitted Liens" hereunder;

(g) Indebtedness of any Subsidiary to Borrower to the extent that such Indebtedness is permitted as an Investment by the Borrower in such Subsidiary pursuant to the definition of "Permitted Investments";

(h) Indebtedness consented to by Bank in writing after the date hereof; and

(i) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (a) through (f) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose more burdensome terms upon Borrower or its Subsidiary, as the case may be.

"**Permitted Investments**" are:

(a) Investments (including, without limitation, Subsidiaries) existing on the Effective Date and shown on the Perfection Certificate; and

(b) Investments consisting of Cash Equivalents.

(c) Investments by Borrower in a Subsidiary (if applicable) not to exceed One Hundred Thousand Dollars ($100,000) in the aggregate in any fiscal year; and

(d) Investments consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plans or agreements approved by Borrower' Board of Directors, in each case up to a maximum of $100,000 per year;

"**Permitted Liens**" are:

(a) Liens existing on the Effective Date and shown on the Perfection Certificate or arising under this Agreement and the other Loan Documents;

(b) Liens for taxes, fees, assessments or other government charges or levies, either (i) not due and payable or (ii) being contested in good faith and for which Borrower maintains adequate reserves on its Books, provided that no notice of any such Lien has been filed or recorded under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted thereunder;

(c) purchase money Liens or capital leases (i) on Equipment acquired or held by Borrower incurred for financing the acquisition of the Equipment securing no more than Fifty Thousand Dollars ($50,000.00) in the aggregate amount outstanding, or (ii) existing on Equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the Equipment; and

(d) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in (a) through (c), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness may not increase.

"**Person**" is any individual, sole proprietorship, partnership, limited liability company, unlimited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

"**PPSA**" means the *Personal Property Security Act* (Ontario), as amended and as may be further amended and in effect from time to time.

"**Prime Rate**" is the rate of interest per annum from time to time published in the money rates section of The Wall Street Journal or any successor publication thereto as the "prime rate" then in effect; provided that, in the event such rate of interest is less than zero, such rate shall be deemed to be zero for purposes of this Agreement; and provided further that if such rate of interest, as set forth from time to time in the money rates section of The Wall Street Journal, becomes unavailable for any reason as determined by Bank, the "Prime Rate" shall mean the rate of interest per annum announced by Bank as its prime rate in effect at its principal office in the State of California (such Bank announced Prime Rate not being intended to be the lowest rate of interest charged by Bank in connection with extensions of credit to debtors); provided that, in the event such rate of interest is less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"**Receiver**" is defined in Section 9.1(l).

"**Requirement of Law**" is as to any Person, the organizational or governing documents of such Person, and any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Responsible Officer**" is the Chief Executive Officer of Borrower.

"**Restricted License**" is any material license or other agreement with respect to which Borrower is the licensee (a) that prohibits or otherwise restricts Borrower from granting a security interest in Borrower's interest in such license or agreement or any other property, or (b) for which a default under or termination of could interfere with the Bank's right to sell any Collateral.

"**SEC**" shall mean the Securities and Exchange Commission, any successor thereto, and any analogous Governmental Authority.

"**Securities Account**" is any "securities account" as defined in the Code with such additions to such term as may hereafter be made.

"**Subordinated Debt**" is indebtedness incurred by Borrower subordinated to all of Borrower's now or hereafter indebtedness to Bank (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to Bank entered into between Bank and the other creditor), on terms acceptable to Bank.

"**Subsidiary**" is, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless the context otherwise requires, each reference to a Subsidiary herein shall be a reference to a Subsidiary of Borrower.

"**Term Loan Advance**" and "**Term Loan Advances**" are each defined in Section **Error! Reference source not found.** hereof.

"**Term Loan Maturity Date**" means September 1, 2021.

"**Trademarks**" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks.

"**Transfer**" is defined in Section 7.1.

"**Transition Period**" is defined in Section **Error! Reference source not found.**.

"**Warrant**" is that certain Warrant to purchase stock dated as of the Effective Date executed by Borrower in favor of Bank.

[Signature page follows.**]**

IN WITNESS WHEREOF, this Agreement and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Borrower in the United States of America. In addition, this Agreement is being executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the Effective Date.

BORROWER:

DROP LOYALTY INC.

By _____
Name: Derrick Fung
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Borrower in the United States of America. In addition, this Agreement is being executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the Effective Date.

BORROWER:

DROP LOYALTY INC.

By_____
Name:_____
Title:_____

BANK:

SILICON VALLEY BANK

By_____
Name:_____
Title:_____

EXHIBIT A – COLLATERAL DESCRIPTION

The Collateral consists of all of Borrower's right, title and interest in and to the following personal property:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles (except as provided below), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

all Borrower's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include any Intellectual Property; provided, however, the Collateral shall include all Accounts and all proceeds of Intellectual Property. If a judicial authority (including a U.S. Bankruptcy Court) would hold that a security interest in the underlying Intellectual Property is necessary to have a security interest in such Accounts and such property that are proceeds of Intellectual Property, then the Collateral shall automatically, and effective as of the Effective Date, include the Intellectual Property to the extent necessary to permit perfection of Bank's security interest in such Accounts and such other property of Borrower that are proceeds of the Intellectual Property.

Pursuant to the terms of a certain negative pledge arrangement with Bank, Borrower has agreed not to encumber any of its Intellectual Property without Bank's prior written consent.

Notwithstanding the foregoing, the following shall be excluded from the Collateral: (a) the last day of the term of any lease or agreement to lease, but Borrower shall stand possessed of such last day in trust for and assign it to such person as Bank shall direct, (b) Borrower's consumer goods, if any, and (c) any contract or agreement, including any Restrictive License, to the extent it is not assignable or requires the consent of a third party to its assignment and such consent has not been obtained, provided that until such consent is obtained, Borrower shall hold any such contracts or agreements in trust for and on behalf of Bank.

EXHIBIT B

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK Date: _____
FROM: DROP LOYALTY INC.

The undersigned authorized officer of Drop Loyalty Inc. ("Borrower") certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"):

(1) Borrower is in complete compliance for the period ending _____ with all required covenants except as noted below; (2) there are no Events of Default; (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, provincial, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.8 of the Agreement; and (5) no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenants	**Required**	**Complies**
Monthly financial statements with Compliance Certificate	Monthly within 30 days	Yes No
Annual financial statement (CPA Audited or Reviewed, as applicable)	FYE within 150 days	Yes No
10-Q, 10-K and 8-K (if applicable)	Within 5 days after filing with SEC	Yes No N/A
Board-approved projections	FYE within 60 days	Yes No

Other Matters

Have there been any amendments of or other changes to the capitalization table of Borrower and to the Operating Documents of Borrower or any of its Subsidiaries? If yes, provide copies of any such amendments or changes with this Compliance Certificate. Yes No

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

DROP LOYALTY INC.

By: _____
Name: _____
Title: _____

BANK USE ONLY

Received by: _____
AUTHORIZED SIGNER
Date: _____

Verified: _____
AUTHORIZED SIGNER
Date: _____

Compliance Status: Yes No

EXHIBIT C – LOAN PAYMENT/ADVANCE REQUEST FORM

DEADLINE FOR SAME DAY PROCESSING IS NOON EASTERN TIME

Fax To: Date: _____

LOAN PAYMENT: **DROP LOYALTY INC.**

From Account #_____ To Account #_____

(Deposit Account #) (Loan Account #)

Principal $_____ and/or Interest $_____

Authorized Signature:_____ Phone Number: _____

Print Name/Title: _____

LOAN ADVANCE:

Complete *Outgoing Wire Request* section below if all or a portion of the funds from this loan advance are for an outgoing wire.

From Account #_____ To Account #_____

(Loan Account #) (Deposit Account #)

Amount of Advance $_____

All Borrower's representations and warranties in the Loan and Security Agreement are true, correct and complete in all material respects on the date of the request for an advance; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date:

Authorized Signature:_____ Phone Number: _____

Print Name/Title: _____

OUTGOING WIRE REQUEST:

Complete only if all or a portion of funds from the loan advance above is to be wired.

Deadline for same day processing is noon, Eastern Time

Beneficiary Name: _____ Amount of Wire: $_____

Beneficiary Bank: _____ Account Number: _____

City and State: _____

Beneficiary Bank Transit (ABA) #: _____ Beneficiary Bank Code (Swift, Sort, Chip, etc.): _____

(For International Wire Only)

Intermediary Bank: _____ Transit (ABA) #: _____

For Further Credit to: _____

Special Instruction: _____

By signing below, I (we) acknowledge and agree that my (our) funds transfer request shall be processed in accordance with and subject to the terms and conditions set forth in the agreements(s) covering funds transfer service(s), which agreements(s) were previously received and executed by me (us).

Authorized Signature: _____ 2nd Signature (if required): _____

Print Name/Title: _____ Print Name/Title: _____

Telephone #: _____ Telephone #: _____

EXHIBIT D

LEASE CERTIFICATE

I, _____, an authorized officer of Drop Loyalty Inc. (the "**Borrower**"), certify under the Loan and Security Agreement (as amended, the "**Agreement**") between the Borrower and Silicon Valley Bank ("**Bank**") as follows:

Borrower represents and warrants to Bank in connection with the lease between 100 Lombard Street Inc. ("**Landlord**") and Borrower for property located at 202-103 Richmond Street E, Toronto, ON M5C 1N9 (hereinafter collectively referred to as the "**Lease**"), that:

1. The Lease has not been altered or amended and is in full force and effect and is valid and subsisting and in good standing as of the date hereof; and

2. No default or event of default or breach has occurred under the Lease and, as of the date hereof, Borrower has not received any verbal or written notice of a default or event of default or breach under the Lease from the Landlord.

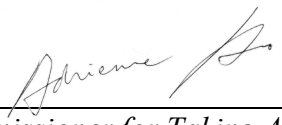
Entered into and attested the ____ day of _____, 2017.

DROP LOYALTY INC.

By: _____
Name: _____
Title: _____

30278885.3

This is Exhibit "G" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

FIRST AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This First Amendment to Loan and Security Agreement (this "**Amendment**") is entered into this 31st day of January, 2018, by and between **SILICON VALLEY BANK** ("**Bank**"), a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts and **DROP TECHNOLOGIES INC.** (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada ("**Borrower**").

RECITALS

A. Bank and Borrower have entered into that certain Loan and Security Agreement dated as of September 14, 2017 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to (i) refinance Borrower's the existing term loan and extend the 2018 Term Loan (as hereinafter defined) to Borrower; and (ii) make certain other revisions to the Loan Agreement, as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Section 2.1.2 (2018 Term Loan). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 2.1.2 (2018 Term Loan) thereof:

> " (a) Availability. Subject to the terms and conditions of this Agreement and provided that all or a portion of the proceeds under the 2018 Term Loan shall be used to repay in full, on the First Amendment Effective Date, Borrower's outstanding obligations and liabilities to Bank under the existing term loan described in Section 2.1.1 hereof, and upon Borrower's request, Bank shall make term loan advances available to Borrower as follows: (i) during the Draw Period,

an amount not to exceed Four Million Dollars ($4,000,000); and (ii) up to an additional One Million Dollars ($1,000,000) if the Revenue Milestone is achieved. The aggregate principal amount of term loan advances available to Borrower hereunder shall not exceed Five Million Dollars ($5,000,000) (each such advance is referred to herein as a "**2018 Term Loan Advance**" and, collectively, as the "**2018 Term Loan Advances**"). Borrower may not request more than Five (5) 2018 Term Loan Advances hereunder and each 2018 Term Loan Advance must be in an amount equal to at least Two Hundred and Fifty Thousand Dollars ($250,000). After repayment, no 2018 Term Loan Advance (or any portion thereof) may be reborrowed.

(b) Interest Payments. With respect to each 2018 Term Loan Advance, commencing on the first Payment Date following the Funding Date of such 2018 Term Loan Advance and continuing on the Payment Date of each month thereafter, Borrower shall make monthly payments of interest, in arrears, on the principal amount of such 2018 Term Loan Advance at the rate set forth in Section 2.2(a).

(c) Repayment. Commencing on (a) March 1, 2019 if the Revenue Milestone has not occurred; or (b) September 1, 2019 if the Revenue Milestone has occurred, and in each case, continuing on each Payment Date thereafter, Borrower shall repay each 2018 Term Loan Advance in (i) Thirty-Six (36) equal monthly installments of principal, plus (ii) monthly payments of accrued interest at the rate set forth in Section 2.2(a). All outstanding principal and accrued and unpaid interest under each 2018 Term Loan Advance, and all other outstanding Obligations with respect to such 2018 Term Loan Advance, are due and payable in full on the 2018 Term Loan Maturity Date.

(d) Permitted Prepayment. Borrower shall have the option to prepay all, but not less than all, of the 2018 Term Loan Advances, provided Borrower (i) delivers written notice to Bank of its election to prepay the 2018 Term Loan Advances at least ten (10) days prior to such prepayment, and (ii) pays, on the date of such prepayment (A) the outstanding principal plus accrued and unpaid interest with respect to the 2018 Term Loan Advances, (B) the Prepayment Premium, and (C) all other sums, if any, that shall have become due and payable with respect to the 2018 Term Loan Advances, including interest at the Default Rate with respect to any past due amounts.

(e) Mandatory Prepayment Upon an Acceleration. If the 2018 Term Loan Advances are accelerated by Bank following the occurrence and during the continuance of an Event of Default, Borrower shall immediately pay to Bank an amount equal to the sum of (i) all outstanding principal plus accrued and unpaid interest with respect to the 2018 Term Loan Advances, (ii) the Prepayment Premium, and (ii) all other sums, if any, that shall have become due and payable with respect to the 2018 Term Loan Advances, including interest at the Default Rate with respect to any past due amounts."

2.2 Section 2.2 (Payment of Interest on the Credit Extensions).

Section 2.2(a) of the Loan Agreement (Payment of Interest on the Credit Extensions) is amended by deleting Section 2.2(a) and replacing it with the following:

> "(a) Term Loan Advances and 2018 Term Loan Advances. Subject to Section 2.2(b), the principal amount outstanding under each Term Loan Advance and each 2018 Term Loan Advance shall accrue interest at a floating per annum rate equal to one and a half percentage points (1.5%) above the Prime Rate, which interest shall be payable monthly in accordance with Section 2.2(d) below."

2.3 Section 2.4 (Fees).

Section 2.3(a) is deleted in its entirety and replaced with the following:

> "(a) Commitment Fee. A fully earned, non-refundable commitment fee payable on the First Amendment Effective Date of $20,000;"

Section 2.3 of the Loan Agreement (Fees) shall be amended by inserting the following new provision to appear as Section 2.4(b):

> "(b) Prepayment Premium. The Prepayment Premium when due hereunder."

2.4 Section 3.4 (Procedures for Borrowing). Section 3.4 is deleted in its entirety and replaced with the following:

> "**3.4 Procedures for Borrowing**. Subject to the prior satisfaction of all other applicable conditions to the making of a 2018 Term Loan Advance set forth in this Agreement, to obtain a 2018 Term Loan Advance, Borrower shall notify Bank (which notice shall be irrevocable) by electronic mail, facsimile or telephone by 12:00 noon Eastern time on the Funding Date of the 2018 Term Loan Advance. In connection with such notification, Borrower must promptly deliver to Bank by electronic mail or facsimile a completed Payment/Advance Form executed by an Authorized Signer together with such other reports and information, as Bank may reasonably request. Bank shall credit proceeds of any 2018 Term Loan Advance to the Designated Deposit Account. Bank may make 2018 Term Loan Advances under this Agreement based on instructions from an Authorized Signer or without instructions if the 2018 Term Loan Advances are necessary to meet Obligations which have become due."

2.5 Section 8.1 (Payment Default). Section 8.1 is deleted in its entirety and replaced with the following:

> **"Payment Default**. Borrower fails to (a) make any payment of principal or interest on any Credit Extension when due, or (b) pay any other Obligations within three (3) Business Days after such Obligations are due and payable (which

three (3) Business Day cure period shall not apply to payments due on the Term Loan Maturity Date or the 2018 Term Loan Maturity Date). During the cure period, the failure to make or pay any payment specified under clause (b) hereunder is not an Event of Default (but no Credit Extension will be made during the cure period);"

2.6 Section 12.1 (Termination Prior to Term Loan Maturity Date and the 2018 Term Loan Maturity Date). Section 12.1 is deleted in its entirety and replaced with the following:

> **"Termination Prior to Term Loan Maturity Date and 2018 Term Loan Maturity Date; Survival.** All covenants, representations and warranties made in this Agreement continue in full force until this Agreement has terminated pursuant to its terms and all Obligations have been satisfied. So long as Borrower has satisfied the Obligations (other than inchoate indemnity obligations, and any other obligations which, by their terms, are to survive the termination of this Agreement, and any Obligations under Bank Services Agreements that are cash collateralized in accordance with Section 4.1 of this Agreement), this Agreement may be terminated prior to the Term Loan Maturity Date or the 2018 Term Loan Maturity Date by Borrower, effective three (3) Business Days after written notice of termination is given to Bank. Those obligations that are expressly specified in this Agreement as surviving this Agreement's termination shall continue to survive notwithstanding this Agreement's termination."

2.7 Section 12.2 (Successors and Assigns). Section 12.2 is deleted in its entirety and replaced with the following:

> **"Successors and Assigns.** This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Borrower may not assign this Agreement or any rights or obligations under it without Bank's prior written consent (which may be granted or withheld in Bank's discretion). Bank has the right, without the consent of or notice to Borrower, to sell, transfer, assign, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights, and benefits under this Agreement and the other Loan Documents (other than the Warrant and the 2018 Warrant, as to which assignment, transfer and other such actions are governed by the terms thereof)."

2.8 Section 13 (**Definitions**). The Loan Agreement is amended by inserting the following new terms and their respective definitions to appear alphabetically in Section 13.1 thereof:

> "**2018 Term Loan**" is defined in Section 2.1.2(a).
>
> "**2018 Term Loan Maturity Date**" means the date which is thirty-six (36) months from the end of the Draw Period.

"2018 Warrant" is that certain Warrant to purchase 30,000 common shares of Borrower dated as of the First Amendment Effective Date executed by Borrower in favour of Bank.

"**First Amendment Effective Date**" is January 31, 2018.

"**Prepayment Premium**" means (i) 1.50% of the prepaid amount if prepayment occurs within eighteen (18) months of the First Amendment Effective Date; or (ii) 0% of the prepaid amount if prepayment occurs after eighteen (18) months of the First Amendment Effective Date.

"Revenue Milestone" means delivery by Borrower to Bank, after the First Amendment Effective Date, of evidence satisfactory to Bank in its sole but reasonable discretion, that Borrower has, on or before December 31, 2018, achieved monthly net revenue minus redemption costs, determined in accordance with GAAP, of at least One Million Nine Hundred Thousand Dollars ($1,900,000) for a trailing three (3) month period.

"**Royal Bank Cash Collateral**" is defined in subsection (i) of the definition of Permitted Indebtedness.

2.9 The following terms and their respective definitions set forth in Section 13.1 are deleted in their entirety and replaced with the following:

"**Credit Extension**" is any Term Loan Advance, the 2018 Term Loan, letter of credit, foreign exchange forward contract, amount utilized for cash management services, or any other extension of credit by Bank for Borrower's benefit.

"**Default Rate**" is defined in Section 2.2(b).

"**Draw Period**" is (A) if the Revenue Milestone is not achieved, the period of time commencing upon the First Amendment Effective Date and continuing through the earlier to occur of (a) February 28, 2019 or (b) an Event of Default; or (B) if the Revenue Milestone is achieved, the period of time commencing upon the First Amendment Effective Date and continuing through the earlier to occur of (a) August 31, 2019 or (b) an Event of Default.

"**Loan Documents**" are, collectively, this Agreement and any schedules, exhibits, certificates, notices, and any other documents related to this Agreement, the Warrant, the 2018 Warrant, the Perfection Certificate, any Bank Services Agreement, any subordination agreement, any note, or notes or guaranties executed by Borrower, and any other present or future agreement by Borrower with or for the benefit of Bank in connection with this Agreement or Bank Services, all as amended, restated, or otherwise modified.

2.10 Subsections (h) and (i) of the definition of "Permitted Indebtedness" in Section 13.1 should be deleted and replaced with the following:

"(h) Indebtedness consented to by Bank in writing after the date hereof;

(i) Indebtedness up to a maximum aggregate amount of CAD$1,250,000 contained in a guaranteed investment certificate with Royal Bank of Canada, which monies shall backstop Borrower's Royal Bank of Canada credit cards and/or foreign exchange hedging facility with Royal Bank of Canada (the "**Royal Bank Cash Collateral**"); and

(j) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (a) through (f) and (i) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose more burdensome terms upon Borrower or its Subsidiary, as the case may be."

2.11 In the definition of "Permitted Liens", (i) the word "and" should be deleted from the end of subsection (c); (ii) the period should be deleted from the end of subsection (d) and replaced with ";and"; and (iii) the following subsection (e) should be added:

"(e) a Lien in favour of Royal Bank of Canada in connection with the Royal Bank Cash Collateral, provided, however, such lien must be subject to a cash collateral confirmation executed by Royal Bank of Canada, satisfactory to Bank in its sole but reasonable discretion, which limits the scope of Royal Bank of Canada's Lien to the Royal Bank Cash Collateral only."

2.12 Exhibit B (Compliance Certificate). The Compliance Certificate appearing as **Exhibit B** to the Loan Agreement is deleted in its entirety and replaced with the Compliance Certificate attached as **Schedule 1** hereto.

2.13 Exhibit C (Payment/Advance). A New **Exhibit C**, the Payment/Advance form, attached hereto as **Schedule 2**, is inserted immediately following Exhibit C of the Loan Agreement.

2.14 Exhibit D (Lease Certificate). A New **Exhibit D**, the Lease Certificate form, attached hereto as **Schedule 3**, is inserted immediately following Exhibit C of the Loan Agreement.

3. Limitation of Amendments.

3.1 The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and

agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects (except to the extent such representations and warranties would be updated by information supplied in the Updated Perfection Certificate (as hereinafter defined), in which case they shall be read as so updated) as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

4.3 The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect, except as otherwise delivered to the Bank;

4.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

4.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized, and do not (i) conflict with any of Borrower's organizational documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Borrower or any of its Subsidiaries or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect) or (v) conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of, any material agreement by which Borrower is bound. Borrower is not in default under any agreement to which it is a party or by which it is bound in which the default could reasonably be expected to have a material adverse effect on Borrower's business; and

4.6 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

5. Updated Perfection Certificates. Borrower has delivered an updated Perfection Certificate in connection with this Amendment dated as of the date hereof (the "**Updated Perfection Certificate**"), which Updated Perfection Certificate shall supersede in all respects that certain Perfection Certificate dated as of September 14, 2017. All references in the Loan Agreement to "Perfection Certificate" shall hereinafter be deemed to be a reference to the Updated Perfection Certificate.

6. Integration. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

7. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

8. Choice of Law. Massachusetts law governs this Amendment in accordance with Section 11 (Choice of Law, Venue, Jury Trail Waiver) of the Loan Agreement.

9. Effectiveness. This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto, (b) Borrower's payment to Bank of a fully-earned, non-refundable modification fee of $20,000 and Bank's documented legal fees and expenses incurred in connection with this Amendment; and (c) Bank's receipt of the fully executed 2018 Warrant.

[Signature page follows.]

IN WITNESS WHEREOF, this Amendment and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Borrower in the United States of America as of the First Amendment Effective Date.

BORROWER:

DROP TECHNOLOGIES INC.

By_____
Name: Derrick Fung
Title: CEO

BANK:

SILICON VALLEY BANK

By_____
Name:_____
Title:_____

IN WITNESS WHEREOF, the parties have caused this Warrant to Purchase Common Shares to be executed by their duly authorized representatives effective as of the Issue Date written above.

DROP TECHNOLOGIES INC.

By:_____

Name:_____
(Print)
Title:_____

"HOLDER"

SILICON VALLEY BANK

By:_____

Name: Kyle DiLella
(Print)
Title: Vice President

Schedule 1

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK Date: _____
FROM: DROP TECHNOLOGIES INC.

The undersigned authorized officer of Drop Technologies Inc. ("Borrower") certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"):

(1) Borrower is in complete compliance for the period ending _____ with all required covenants except as noted below; (2) there are no Events of Default; (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, provincial, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.8 of the Agreement; and (5) no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenants	**Required**	**Complies**
Monthly financial statements with Compliance Certificate	Monthly within 30 days	Yes No
Annual financial statement (CPA Audited or Reviewed, as applicable)	FYE within 150 days	Yes No
10-Q, 10-K and 8-K (if applicable)	Within 5 days after filing with SEC	Yes No N/A
Board-approved projections	FYE within 60 days	Yes No

Other Matters

Have there been any amendments of or other changes to the capitalization table of Borrower and to the Operating Documents of Borrower or any of its Subsidiaries? If yes, provide copies of any such amendments or changes with this Compliance Certificate.	Yes	No

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

DROP TECHNOLOGIES INC.

By: _____
Name: _____
Title: _____

BANK USE ONLY

Received by: _____
AUTHORIZED SIGNER
Date: _____

Verified: _____
AUTHORIZED SIGNER
Date: _____

Compliance Status: Yes No

SCHEDULE 2

LOAN PAYMENT/ADVANCE REQUEST FORM

DEADLINE FOR SAME DAY PROCESSING IS NOON EASTERN TIME

Fax To: Date: _____

LOAN PAYMENT: **DROP TECHNOLOGIES INC.**

From Account #_____ To Account #_____

(Deposit Account #) (Loan Account #)

Principal $_____ and/or Interest $_____

Authorized Signature:_____ Phone Number: _____

Print Name/Title: _____

LOAN ADVANCE:

Complete *Outgoing Wire Request* section below if all or a portion of the funds from this loan advance are for an outgoing wire.

From Account #_____ To Account #_____

(Loan Account #) (Deposit Account #)

Amount of Advance $_____

All Borrower's representations and warranties in the Loan and Security Agreement are true, correct and complete in all material respects on the date of the request for an advance; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date:

Authorized Signature:_____ Phone Number: _____

Print Name/Title: _____

OUTGOING WIRE REQUEST:

Complete only if all or a portion of funds from the loan advance above is to be wired.

Deadline for same day processing is noon, Eastern Time

Beneficiary Name: _____

Amount of Wire: $_____

Beneficiary Bank: _____

Account Number: _____

City and State: _____

Beneficiary Bank Transit (ABA) #: _____ Beneficiary Bank Code (Swift, Sort, Chip, etc.): __

(For International Wire Only)

Intermediary Bank: _____ Transit (ABA) #: _____

For Further Credit to: _____

Special Instruction: _____

By signing below, I (we) acknowledge and agree that my (our) funds transfer request shall be processed in accordance with and subject to the terms and conditions set forth in the agreements(s) covering funds transfer service(s), which agreements(s) were previously received and executed by me (us).

Authorized Signature: _____ 2nd Signature (if required): _____

Print Name/Title: _____ Print Name/Title: _____

Telephone #: _____ Telephone #: _____

Schedule 3

LEASE CERTIFICATE

I, _____, an authorized officer of Drop Technologies Inc. (the "**Borrower**"), certify under the Loan and Security Agreement, as amended by that certain First Amendment to Loan and Security Agreement (as same may be further amended from time to time, collectively, the "**Agreement**") between the Borrower and Silicon Valley Bank ("**Bank**") as follows:

Borrower represents and warrants to Bank in connection with the lease between 100 Lombard Street Inc. ("**Landlord**") and Borrower for property located at 202-103 Richmond Street E, Toronto, ON M5C 1N9 (hereinafter collectively referred to as the "**Lease**"), that:

1. The Lease has not been altered or amended and is in full force and effect and is valid and subsisting and in good standing as of the date hereof; and

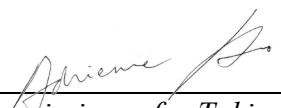
2. No default or event of default or breach has occurred under the Lease and, as of the date hereof, Borrower has not received any verbal or written notice of a default or event of default or breach under the Lease from the Landlord.

Entered into and attested the ____ day of _____, 201__.

DROP TECHNOLOGIES INC.

By: _____
Name: _____
Title: _____

This is Exhibit "H" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

JOINDER AND SECOND AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Joinder and Second Amendment to Loan and Security Agreement (this "**Agreement**") is entered into this 13th day of September, 2019, by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts ("**Bank**"), **DROP TECHNOLOGIES INC.** (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada ("**Borrower**") and **DROP TECHNOLOGIES USA INC.**, a corporation organized under the laws of the State of Delaware ("**New Borrower**").

RECITALS

A. Bank and Borrower have entered into that certain Loan and Security Agreement dated as of September 14, 2017 as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2018 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to (i) refinance Borrower's the existing term loan and extend (a) the 2019 Term Loan (as hereinafter defined) and (b) the Customer Acquisition Term Loan, to Borrower; and (ii) make certain other revisions to the Loan Agreement, as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in This Agreement shall have the meanings given to them in the Loan Agreement.

2. Joinder and Assumption. New Borrower is a wholly-owned Subsidiary of Borrower. New Borrower hereby joins the Loan Agreement and each of the other appropriate Loan Documents, and agrees to comply with and be bound by all of the terms, conditions and covenants of the Loan Agreement and each of the other appropriate Loan Documents, as if New Borrower were originally named a "Borrower" and/or a "Debtor" therein. Without limiting the generality of the preceding sentence, each Borrower hereby assumes and agrees to pay and perform when due all present and future indebtedness, liabilities and obligations of Borrower under the Loan Agreement, including, without limitation, the Obligations. From and after the Second Amendment Effective Date, all references in the Loan Documents to "Borrower" and/or "Debtor" shall be deemed to refer to and include each New Borrower. Further, all present and future Obligations of Borrower shall be deemed to refer to all present and future Obligations of New Borrower. New Borrower acknowledges that the Obligations are due and owing to Bank from Borrower including, without limitation, New Borrower, without any defense, offset or counterclaim of any kind or nature whatsoever as of the Second Amendment Effective Date.

3. Grant of Security Interest. To secure the payment and performance of all of the Obligations, New Borrower hereby grants to Bank a continuing lien upon and security interest in all of New Borrower's now existing or hereafter arising rights and interest in the Collateral, whether now owned or existing or hereafter created, acquired, or arising, and wherever located, including, without limitation, all of New Borrower's assets listed on Exhibit A attached hereto and all of New Borrower's books and records relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing. New Borrower represents, warrants, and covenants that the security interest granted herein is and shall at all times continue to be a first priority perfected security interest in the Collateral (subject only to Permitted Liens that are permitted pursuant to the terms of the Loan Agreement to have superior priority to Bank's Lien under the Loan Agreement). If New Borrower shall acquire a commercial tort claim, New Borrower shall promptly notify Bank in a writing signed by New Borrower of the general details thereof and grant to Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of the Loan Agreement, with such writing to be in form and substance reasonably satisfactory to Bank. New Borrower further covenants and agrees that by its execution hereof it shall provide all such information, complete all such forms, and take all such actions, and enter into all such agreements, in form and substance reasonably satisfactory to Bank that are reasonably deemed necessary by Bank in order to grant and continue a valid, first perfected security interest to Bank in the Collateral. New Borrower hereby authorizes Bank to file financing statements, without notice to any Borrower, with all appropriate jurisdictions in order to perfect or protect Bank's interest or rights under the Loan Agreement. Such financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in Bank's discretion.

4. Subrogation and Similar Rights. Borrower (in each case including, without limitation, New Borrower) waives any suretyship defenses available to it under the Code or any other applicable law. Borrower (in each case, including, without limitation, New Borrower) waives any right to require Bank to: (i) proceed against any other Borrower or any other Person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Bank may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Borrower's liability. Notwithstanding any other provision of this Agreement, the Loan Agreement, or any other Loan Documents, Borrower irrevocably subordinates to the prior payment in full of the Obligations and the termination of the Bank's commitment to make Credit Extensions to Borrower and agrees not to assert or enforce prior to the payment in full of the Obligations and the termination of the Bank's commitment to make Credit Extensions to Borrower, all rights that it may have at law or in equity (including, without limitation, any law subrogating such Borrower to the rights of Bank under the Loan Agreement), to seek contribution, indemnification or any other form of reimbursement from any other Borrower or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by a Borrower with respect to the Obligations in connection with the Loan Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by any Borrower with respect to the Obligations in connection with the Loan Agreement or otherwise. If any payment is made to any Borrower in contravention of this section, such Borrower shall hold such payment in trust for Bank and such payment shall be promptly delivered to Bank for application to the Obligations, whether matured or unmatured. Any Borrower may, acting singly, request Credit Extensions under the Loan Agreement. Each Borrower hereby appoints the other as agent for the other for all purposes under the Loan Agreement, including with respect to requesting Credit Extensions thereunder. Each Borrower shall be jointly and severally obligated to repay all Credit Extensions made under the Loan Agreement or any other Loan Documents, regardless of which Borrower actually received said Credit Extension, as if each Borrower directly received all Credit Extensions.

5. Amendments to Loan Agreement.

5.1 Section 2.1.3 (2019 Term Loan). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 2.1.3 (2019 Term Loan) thereof:

"**Section 2.1.3 2019 Term Loan.**

(a) Availability. Subject to the terms and conditions of this Agreement and provided that all or a portion of the proceeds under the 2019 Term Loan shall be used to repay in full, on the Second Amendment Effective Date, Borrower's outstanding obligations and liabilities to Bank under the 2018 Term Loan described in Section 2.1.2 hereof (the "**Refinanced Amount**"), and upon Borrower's request, Bank shall make term loan advances available to Borrower during the Draw Period, in an amount not to exceed Five Million Dollars ($5,000,000) (the "**2019 Term Loan**"; each such advance is referred to herein as a "**2019 Term Loan Advance**" and, collectively, as the "**2019 Term Loan Advances**"). Borrower hereby authorizes Bank to, on the Second Amendment Effective Date, apply such proceeds from the 2019 Term Loan to repay in full Borrower's outstanding obligations and liabilities to Bank under the existing term loan described in Section 2.1.2 hereof, as a part of the funding process without actually depositing such funds into an account of Borrower. After repayment, no 2019 Term Loan Advance (or any portion thereof) may be reborrowed; provided however, that if on or before the thirtieth (30th) day following the Second Amendment Effective Date, Borrower (i) prepays all but not less than all of the Refinanced Amount and (ii) other than the Refinanced Amount no other 2019 Term Loan Advances have been advanced to Borrower, then Borrower may reborrow the Refinanced Amount and thereafter no 2019 Term Loan Advance (or any portion thereof) may be reborrowed. Borrower may not request more than five (5) 2019 Term Loan Advances hereunder and each 2019 Term Loan Advance must be in an amount equal to at least Two Hundred and Fifty Thousand Dollars ($250,000). For greater certainty, from and after the Second Amendment Effective Date Borrower shall only be able to draw on the 2019 Term Loan and the Customer Acquisition Term Loan and shall no longer have the ability to draw on the term loans described in Section 2.1.1 and 2.1.2 hereof.

(b) Interest Payments. With respect to each 2019 Term Loan Advance, commencing on the first Payment Date following the Funding Date of such 2019 Term Loan Advance and continuing on the Payment Date of each month thereafter, Borrower shall make monthly payments of interest, in arrears, on the principal amount of such 2019 Term Loan Advance at the rate set forth in Section 2.3(a).

(c) Repayment. Commencing on January 1, 2021, continuing on each Payment Date thereafter, Borrower shall repay each 2019 Term Loan Advance in (i) Thirty-Six (36) equal monthly installments of principal, plus (ii) monthly payments of accrued interest at the rate set forth in Section 2.3(a). All outstanding principal and accrued and unpaid interest under each 2019 Term Loan Advance, and all other outstanding Obligations with respect to such 2019 Term Loan Advance, are due and payable in full on the 2019 Term Loan Maturity Date.

(d) Permitted Prepayment. Borrower shall have the option to prepay all, but not less than all, of the 2019 Term Loan Advances, provided Borrower (i) delivers written notice to Bank of its election to prepay the 2019 Term Loan Advances at least ten (10) days prior to such prepayment, and (ii) pays, on the date of such prepayment (A) the outstanding principal plus accrued and unpaid interest with respect to the 2019 Term Loan Advances,

(B) the Prepayment Premium, and (C) all other sums, if any, that shall have become due and payable with respect to the 2019 Term Loan Advances, including interest at the Default Rate with respect to any past due amounts.

(e) Mandatory Prepayment Upon an Acceleration. If the 2019 Term Loan Advances are accelerated by Bank following the occurrence and during the continuance of an Event of Default, Borrower shall immediately pay to Bank an amount equal to the sum of (i) all outstanding principal plus accrued and unpaid interest with respect to the 2019 Term Loan Advances, (ii) the Prepayment Premium, and (ii) all other sums, if any, that shall have become due and payable with respect to the 2019 Term Loan Advances, including interest at the Default Rate with respect to any past due amounts."

5.2 Section 2.1.4 (Customer Acquisition Term Loan). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 2.1.4 (Customer Acquisition Term Loan) thereof:

"**Section 2.14 Customer Acquisition Term Loan.**

(a) Availability. Subject to the terms and conditions of this Agreement upon Borrower's request, Bank shall make one Customer Acquisition Term Loan Advance in an amount equal to the applicable Customer Acquisition Term Loan Availability Amount available to Borrower during the applicable Customer Acquisition Term Loan Draw Period (the "**Customer Acquisition Term Loan**"; each such advance is referred to herein as a "**Customer Acquisition Term Loan Advance**" and, collectively, as the "**Customer Acquisition Term Loan Advances**"). After repayment, no Customer Acquisition Term Loan Advance (or any portion thereof) may be reborrowed.

(b) Interest Payments. With respect to each Customer Acquisition Term Loan Advance, commencing on the first Payment Date following the Funding Date of such Customer Acquisition Term Loan Advance and continuing on the Payment Date of each month thereafter, Borrower shall make monthly payments of interest, in arrears, on the principal amount of such Customer Acquisition Term Loan Advance at the rate set forth in Section 2.3(a).

(c) Repayment. Commencing on the first day of the month following a Customer Acquisition Term Loan Advance and continuing on each Payment Date thereafter, Borrower shall repay each Customer Acquisition Term Loan Advance in (i) eighteen (18) equal monthly installments of principal, plus (ii) monthly payments of accrued interest at the rate set forth in Section 2.3(a). All outstanding principal and accrued and unpaid interest under each Customer Acquisition Term Loan Advance, and all other outstanding Obligations with respect to such Customer Acquisition Term Loan Advance, are due and payable in full on the first day of the eighteenth (18^{th}) month following such Customer Acquisition Term Loan Advance.

(d) Mandatory Prepayment Upon an Acceleration. If the Customer Acquisition Term Loan Advances are accelerated by Bank following the occurrence and during the continuance of an Event of Default, Borrower shall immediately pay to Bank an amount equal to the sum of (i) all outstanding principal plus accrued and unpaid interest with respect to the Customer Acquisition Term Loan Advances, and (ii) all other sums, if any, that shall have become due and payable with respect to the Customer Acquisition Term Loan Advances, including interest at the Default Rate with respect to any past due amounts.

5.3 Section 2.2 (Payment of Interest on the Credit Extensions). Section 2.2(a) of

the Loan Agreement (Payment of Interest on the Credit Extensions) is amended by deleting Section 2.2(a) and replacing it with the following:

> "(a) Term Loan Advances, 2018 Term Loan Advances, 2019 Term Loan Advances and Customer Acquisition Term Loan Advances. Subject to Section 2.2(b), the principal amount outstanding under each Term Loan Advance and each 2018 Term Loan Advance shall accrue interest at a floating per annum rate equal to one and a half percentage points (1.5%) above the Prime Rate; and subject to Section 2.2(b), the principal amount outstanding under each 2019 Term Loan Advance and each Customer Acquisition Term Loan Advance shall accrue interest at a floating per annum rate equal to greater of (i) half a percentage point (0.5%) above the Prime Rate, or (ii) five and half percentage points (5.5%);"

5.4 Section 2.4 (Fees). Section 2.3(a) is deleted in its entirety and replaced with the following:

> "(a) Commitment Fees. A fully earned, non-refundable commitment fee of Five Thousand Dollars ($5,000.00), on the Effective Date; a fully earned, non-refundable commitment fee payable on the First Amendment Effective Date of Twenty Thousand Dollars ($20,000); and, a fully earned, non-refundable commitment fee payable on the Second Amendment Effective Date of Seventeen Thousand Five Hundred Dollars ($17,500);"

5.5 Section 3.4 (Procedures for Borrowing). Section 3.4 is deleted in its entirety and replaced with the following:

> "**3.4 Procedures for Borrowing**. Subject to the prior satisfaction of all other applicable conditions to the making of a 2019 Term Loan Advance or Customer Acquisition Term Loan Advance set forth in this Agreement, to obtain a 2019 Term Loan Advance or Customer Acquisition Term Loan Advance, Borrower shall notify Bank (which notice shall be irrevocable) by electronic mail, facsimile or telephone by 12:00 noon Eastern time on the Funding Date of the 2019 Term Loan Advance. In connection with such notification, Borrower must promptly deliver to Bank by electronic mail or facsimile a completed Payment/Advance Form executed by an Authorized Signer together with such other reports and information, as Bank may reasonably request. Bank shall credit proceeds of any 2019 Term Loan Advance or Customer Acquisition Term Loan Advance to the Designated Deposit Account. Bank may make 2019 Term Loan Advances or Customer Acquisition Term Loan Advances under this Agreement based on instructions from an Authorized Signer or without instructions if the 2019 Term Loan Advance or Customer Acquisition Term Loan Advance are necessary to meet Obligations which have become due."

5.6 Section 5.9 (Use of Proceeds). Section 5.9 is deleted in its entirety and replaced with the following:

> "**Section 5.9 Use of Proceeds**. Borrower shall use the proceeds of the Credit Extensions as working capital and to fund its general business requirements and not for personal, family, household or agricultural purposes. Borrower shall use the proceeds of the Customer Acquisition Term Loan to specifically fund Borrower's direct customer acquisition expenses.

5.7 Section 6.2 (Financial Statements, Reports, Certificates). Sections 6.2(a) and 6.2(d) are deleted in their entirety and replaced with the following:

> "(a) As soon as available, but no later than thirty (30) days after the last day of each month (i) a company prepared consolidated balance sheet and income statement covering Borrower's consolidated operations for such month certified by a Responsible Officer and in a form acceptable to Bank and (ii) a company prepared consolidated non-IFRS income statement covering Borrower's consolidated operations for such month certified by a Responsible Officer and in a form acceptable to Bank (collectively, the "**Monthly Financial Statements**");"
>
> "(d) Annual Audited Financial Statements. As soon as available, but no later one hundred eighty (180) days after the last day of Borrower's fiscal year, audited consolidated financial statements prepared under GAAP, consistently applied, together with an unqualified opinion on the financial statements from an independent certified public accounting firm reasonably acceptable to Bank. Notwithstanding the foregoing, Bank shall be deemed to have waived this requirement with respect to a given fiscal year of Borrower if Borrower determines, in its reasonable discretion, not to pursue an audit with respect to such fiscal year of Borrower, in which case Bank will accept consolidated financial statements prepared on a "reviewed" basis by such accountant(s), which Borrower shall deliver as soon as available, but no later than one hundred eighty (180) days after the last day of Borrower's fiscal year;"

5.8 Section 8.1 (**Payment Default**). Section 8.1 is deleted in its entirety and replaced with the following:

> "**Payment Default**. Borrower fails to (a) make any payment of principal or interest on any Credit Extension when due, or (b) pay any other Obligations within three (3) Business Days after such Obligations are due and payable (which three (3) Business Day cure period shall not apply to payments due on the 2018 Term Loan Maturity Date or 2019 Term Loan Maturity Date). During the cure period, the failure to make or pay any payment specified under clause (b) hereunder is not an Event of Default (but no Credit Extension will be made during the cure period);"

5.9 Section 9.8 (Borrower Liability). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 9.8 (Borrower Liability) thereof:

> "**Section 9.8 Borrower Liability.** Any Borrower may, acting singly, request Credit Extensions hereunder. Each Borrower hereby appoints each other as agent for the other for all purposes hereunder, including with respect to requesting Credit Extensions hereunder. Each Borrower hereunder shall be jointly and severally obligated to repay all Credit Extensions made hereunder, regardless of which Borrower actually receives said Credit Extension, as if each Borrower hereunder directly received all Credit Extensions. Each Borrower waives (a) any suretyship defences available to it under the Code or any other applicable law, and (b) any right to require Bank to: (i) proceed against any Borrower or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Bank may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Borrower's liability. Notwithstanding any other provision of this Agreement or other related document, each Borrower irrevocably

waives all rights that it may have at law or in equity (including, without limitation, any law subrogating Borrower to the rights of Bank under this Agreement) to seek contribution, indemnification or any other form of reimbursement from any other Borrower, or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise. Any agreement providing for indemnification, reimbursement or any other arrangement prohibited under this Section 9.8 shall be null and void. If any payment is made to a Borrower in contravention of this Section 9.8, such Borrower shall hold such payment in trust for Bank and such payment shall be promptly delivered to Bank for application to the Obligations, whether matured or unmatured.

5.10 Section 12.1 (Termination Prior to Term Loan Maturity Date and the 2018 Term Loan Maturity Date). Section 12.1 is deleted in its entirety and replaced with the following:

"Termination Prior to 2019 Term Loan Maturity Date; Survival. All covenants, representations and warranties made in this Agreement continue in full force until this Agreement has terminated pursuant to its terms and all Obligations have been satisfied. So long as Borrower has satisfied the Obligations (other than inchoate indemnity obligations, and any other obligations which, by their terms, are to survive the termination of this Agreement, and any Obligations under Bank Services Agreements that are cash collateralized in accordance with Section 4.1 of this Agreement), this Agreement may be terminated prior to the 2019 Term Loan Maturity Date by Borrower, effective three (3) Business Days after written notice of termination is given to Bank. Those obligations that are expressly specified in this Agreement as surviving this Agreement's termination shall continue to survive notwithstanding this Agreement's termination."

5.11 Section 12.2 (Successors and Assigns). Section 12.2 is deleted in its entirety and replaced with the following:

"**Successors and Assigns.** This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Borrower may not assign this Agreement or any rights or obligations under it without Bank's prior written consent (which may be granted or withheld in Bank's discretion). Bank has the right, without the consent of or notice to Borrower, to sell, transfer, assign, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights, and benefits under this Agreement and the other Loan Documents (other than the Warrant, the 2018 Warrant and the 2019 Warrant, as to which assignment, transfer and other such actions are governed by the terms thereof)."

5.12 Section 13 (**Definitions**). The Loan Agreement is amended by inserting the following new terms and their respective definitions to appear alphabetically in Section 13.1 thereof:

"**2019 Term Loan**" is defined in Section 2.1.3(a).

"**2019 Term Loan Advance**" is defined in Section 2.1.3(a).

"**2019 Term Loan Maturity Date**" means the date which is thirty-six (36) months from the end of the Draw Period.

"2019 Warrant" is that certain Warrant to purchase 25,000 common shares of Borrower dated as of the Second Amendment Effective Date executed by Borrower in favor of Bank.

"**CATL Tranche 1 Event**" means Borrower achieving for the period commencing on July 1, 2019 and ending on September 30, 2019, both (i) Gross Margin of no worse than negative eighty percent (-80%) and (ii) Net Revenue of not less than One Million Four Hundred Twenty-Five Thousand Dollars ($1,425,000).

"**CATL Tranche 2 Event**" means Borrower achieving for the period commencing on October 1, 2019 and ending on December 31, 2019, both (i) Gross Margin of no worse than negative fifty percent (-50%) and (ii) Net Revenue of not less than Two Million Four Hundred Thousand Dollars ($2,400,000).

"**CATL Tranche 3 Event**" means Borrower achieving for the period commencing on January 1, 2020 and ending on March 31, 2020, both (i) Gross Margin of no worse than negative thirty percent (-30%) and (ii) Net Revenue of not less than Two Million Dollars ($2,000,000).

"**CATL Tranche 4 Event**" means Borrower achieving for the period commencing on April 1, 2020 and ending on June 30, 2020, both (i) Gross Margin of no worse than negative ten percent (-10%) and (ii) Net Revenue of not less than Two Million Seven Hundred Thousand Dollars ($2,700,000).

"**CATL Tranche 5 Event**" means Borrower achieving for the period commencing on July 1, 2019 and ending on September 30, 2019, both (i) Gross Margin of no worse than ten percent (10%) and (ii) Net Revenue of not less than Four Million Dollars ($4,000,000).

"**CATL Tranche 6 Event**" means Borrower achieving for the period commencing on October 1, 2020 and ending on December 31, 2020, both (i) Gross Margin of no worse than twenty percent (20%) and (ii) Net Revenue of not less than Six Million Three Hundred Thousand Dollars ($6,300,000).

"**CATL Tranche 1 Availability Amount**" is (i) Five Hundred Thousand Dollars ($500,000), if a CATL Tranche 1 Event has occurred or (ii) zero if a CATL Tranche 1 Event has not occurred.

"**CATL Tranche 2 Availability Amount**" is (i) One Million Dollars ($1,000,000), if a CATL Tranche 2 Event has occurred or (ii) zero if a CATL Tranche 1 Event has not occurred.

"**CATL Tranche 3 Availability Amount**" is (i) Five Hundred Thousand Dollars ($500,000), if a CATL Tranche 3 Event has occurred or (ii) zero if a CATL Tranche 1 Event has not occurred.

"**CATL Tranche 4 Availability Amount**" is (i) Seven Hundred Fifty Thousand Dollars ($750,000), if a CATL Tranche 4 Event has occurred or (ii) zero if a CATL Tranche 1 Event has not occurred.

"**CATL Tranche 5 Availability Amount**" is (i) One Million Dollars ($1,000,000), if a CATL Tranche 5 Event has occurred or (ii) zero if a CATL Tranche 5 Event has not occurred.

"**CATL Tranche 6 Availability Amount**" is (i) One Million Two Hundred Fifty Thousand Dollars ($1,250,000), if a CATL Tranche 6 Event has occurred or (ii) zero if a CATL Tranche 6 Event has not occurred.

"**Customer Acquisition Term Loan**" is defined in Section 2.1.4(a).

"**Customer Acquisition Term Loan Availability Amount**" means, as applicable, (i) the CATL Trance 1 Availability Amount, (ii) the CATL Trance 2 Availability Amount, (iii) the CATL Trance 3 Availability Amount, (iv) the CATL Trance 4 Availability Amount, (v) the CATL Trance 5 Availability Amount, or (vi) the CATL Trance 6 Availability Amount.

"**Customer Acquisition Term Loan Draw Period**" means: (i) with respect to the CATL Tranche 1 Availability Amount the period commencing on October 1, 2019 and ending on November 15, 2019; (ii) with respect to the CATL Tranche 2 Availability Amount the period commencing on January 1, 2020 and ending on February 15, 2020; (iii) with respect to the CATL Tranche 3 Availability Amount the period commencing on April 1, 2020 and ending on May 15, 2020; (iv) with respect to the CATL Tranche 4 Availability Amount the period commencing on July 1, 2020 and ending on August 15, 2020; (v) with respect to the CATL Tranche 5 Availability Amount the period commencing on October 1, 2020 and ending on November 15, 2020; and (vi) with respect to the CATL Tranche 6 Availability Amount the period commencing on January 1, 2021 and ending on February 15, 2021.

"**Gross Margin**" is, as of any date of measurement, expressed as a percentage the quotient obtained by dividing (i) Borrower's consolidated gross profit, by (ii) Net Revenue, all as a calculated and determined based on the company prepared monthly consolidated non-IFRS income statement provided to Bank and such other information received by Bank.

"**IFRS**" are the International Financial Reporting Standards, a collection of guidelines and rules set by the International Accounting Standards Board (www.iasb.org) which are applicable to the circumstances as of the date of determination.

"**Net Revenue**" is, as of any date of measurement, Borrower's consolidated net revenue, all as a calculated and determined based on the company prepared monthly consolidated non-IFRS income statement provided to Bank and such other information received by Bank.

"**Second Amendment Effective Date**" is September 13, 2019.

5.13 The following terms and their respective definitions set forth in Section 13.1 are deleted in their entirety and replaced with the following:

"**Credit Extension**" is any Term Loan Advance, 2018 Term Loan, 2019 Term Loan, Customer Acquisition Term Loan Advance, letter of credit, foreign exchange forward contract, amount utilized for cash management services, or any other extension of credit by Bank for Borrower's benefit.

"**Default Rate**" is defined in Section 2.2(b).

"**Draw Period**" is the period of time commencing upon the Second Amendment Effective Date and continuing through the earlier to occur of (a) December 31, 2020 or (b) an Event of Default.

"**Loan Documents**" are, collectively, this Agreement and any schedules, exhibits, certificates, notices, and any other documents related to this Agreement, the Warrant, the 2018 Warrant, the 2019 Warrant, the Perfection Certificate, any Bank Services Agreement, any subordination agreement, any note, or notes or guaranties executed by Borrower, and any other present or future agreement by Borrower with or for the benefit of Bank in connection with this Agreement or Bank Services, all as amended, restated, or otherwise modified.

"**Prepayment Premium**" means (i) 1.50% of the prepaid amount of the 2019 Term Loan if prepayment occurs within eighteen (18) months of the Second Amendment Effective Date; or (ii) 0% of the prepaid amount if prepayment occurs after eighteen (18) months of the Second Amendment Effective Date or if the 2019 Term Loan is refinanced with Bank.

5.14 Exhibit B (Compliance Certificate). The Compliance Certificate appearing as **Exhibit B** to the Loan Agreement is deleted in its entirety and replaced with the Compliance Certificate attached as **Schedule 1** hereto.

5.15 Exhibit C (Payment/Advance). A New **Exhibit C**, the Payment/Advance form, attached hereto as **Schedule 2**, is inserted immediately following Exhibit C of the Loan Agreement.

6. Limitation of Amendments.

6.1 The amendments set forth in Section 5, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

6.2 This Agreement shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

7. Representations and Warranties. To induce Bank to enter into this Agreement, Borrower and New Borrower hereby represents and warrants to Bank as follows:

7.1 Immediately after giving effect to this Agreement (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects (except to the extent such representations and warranties would be updated by information supplied in the New Perfection Certificates (as hereinafter defined), in which case they shall be read as so updated) as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects as of such date), and (b) no Event of Default has occurred and is continuing;

7.2 Borrower and New Borrower have the power and authority to execute and deliver this Agreement and to perform their respective obligations under the Loan Agreement, as amended by this Agreement;

7.3 The organizational documents of Borrower delivered to Bank on the Effective

Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect, except as otherwise delivered to the Bank;

7.4 The execution and delivery by Borrower and New Borrower of this Agreement and the performance by Borrower and New Borrower of their respective obligations under the Loan Agreement, as amended by this Agreement, have been duly authorized;

7.5 The execution and delivery by Borrower and New Borrower of this Agreement and the performance by Borrower and New Borrower of their respective obligations under the Loan Agreement, as amended by this Agreement, have been duly authorized, and do not (i) conflict with any of Borrower's/New Borrower's organizational documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Borrower or New Borrower any of their respective Subsidiaries or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect) or (v) conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of, any material agreement by which Borrower or New Borrower is bound. Neither Borrower nor New Borrower is in default under any agreement to which it is a party or by which it is bound in which the default could reasonably be expected to have a material adverse effect on Borrower's business or New Borrower's Business; and

7.6 This Agreement has been duly executed and delivered by each of Borrower and New Borrower and is the binding obligation of each of Borrower and New Borrower, enforceable against each of Borrower New Borrower and in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

8. Perfection Certificates. Borrower has delivered an updated Perfection Certificate in connection with this Agreement dated as of the date hereof (the "**Updated Perfection Certificate**") and New Borrower has delivered a Perfection Certificate in connection with this Agreement dated as of the date (collectively, the "**New Perfection Certificate**"), which Updated Perfection Certificate shall supersede in all respects that certain Perfection Certificate by Borrower dated as of January 31, 2018. All references in the Loan Agreement to "Perfection Certificate" shall hereinafter be deemed to be a reference to the New Perfection Certificates.

9. Integration. This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of This Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

10. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

11. Choice of Law. Massachusetts law governs this Agreement in accordance with Section 11 (Choice of Law, Venue, Jury Trail Waiver) of the Loan Agreement.

12. Effectiveness. This Agreement shall be deemed effective upon:

12.1 the due execution and delivery to Bank of this Agreement by each party hereto;

12.2 Borrower's payment to Bank of a $17,500 commitment fee payable on the Second Amendment Effective Date and Bank's documented legal fees and expenses incurred in connection with this Agreement;

12.3 Bank's receipt of Borrower's original signature to the 2019 Warrant;

12.4 delivery to Bank of an officer's certificate of Borrower with respect to Borrower's articles, by-laws, shareholders' agreement (as applicable), incumbency and resolutions authorizing the execution and delivery of this Agreement;

12.5 delivery to Bank of a secretary's certificate of New Borrower with respect to New Borrower's organizing documents, shareholders' agreement (as applicable), incumbency and directors' resolutions authorizing the execution and delivery of this Agreement;

12.6 certified copies, dated as of a recent date, of UCC, PPSA and other lien searches of New Borrower and Borrower, as Bank may request and which shall be obtained by Bank, accompanied by written evidence (including any UCC termination statements, PPSA termination statements or PPSA confirmations/estoppels, as applicable) that the Liens revealed in any such searches either

12.7 will be terminated prior to or in connection with this Agreement, or (ii) will constitute Permitted Liens;

12.8 a filed copy, which shall be filed by Bank, acknowledged by the appropriate filing office, of a UCC-1 Financing Statement and PPSA Financing Statement, as applicable, naming New Borrower as "Debtor" and Bank as "Secured Party";

12.9 the New Perfection Certificates, duly executed by Borrower and New Borrower;

12.10 delivery to Bank of a legal opinion of Borrower's Canadian counsel; and

12.11 such other documents as Bank may reasonably request.

[Signature page follows.]

IN WITNESS WHEREOF, This Agreement and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Borrower in the United States of America as of the Second Amendment Effective Date.

BORROWER:

DROP TECHNOLOGIES INC.

By_____
Name: DERRICK FUNG
Title: CEO (CHIEF EXECUTIVE OFFICER)

NEW BORROWER:

DROP TECHNOLOGIES USA INC.

By_____
Name: DERRICK FUNG
Title: PRESIDENT & SECRETARY

BANK:

SILICON VALLEY BANK

By_____
Name:_____
Title:_____

IN WITNESS WHEREOF, This Agreement and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Borrower in the United States of America as of the Second Amendment Effective Date.

BORROWER:

DROP TECHNOLOGIES INC.

By_____
Name:_____
Title:_____

NEW BORROWER:

DROP TECHNOLOGIES USA INC.

By_____
Name:_____
Title:_____

BANK:

SILICON VALLEY BANK

By_____
Name: Kyle DiLella
Title: Vice President

EXHIBIT A – COLLATERAL DESCRIPTION

The Collateral consists of all of Borrower's right, title and interest in and to the following personal property:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles (except as provided below), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

all Borrower's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include any Intellectual Property; provided, however, the Collateral shall include all Accounts and all proceeds of Intellectual Property. If a judicial authority (including a U.S. Bankruptcy Court) would hold that a security interest in the underlying Intellectual Property is necessary to have a security interest in such Accounts and such property that are proceeds of Intellectual Property, then the Collateral shall automatically, and effective as of the Effective Date, include the Intellectual Property to the extent necessary to permit perfection of Bank's security interest in such Accounts and such other property of Borrower that are proceeds of the Intellectual Property.

Pursuant to the terms of a certain negative pledge arrangement with Bank, Borrower has agreed not to encumber any of its Intellectual Property without Bank's prior written consent.

Notwithstanding the foregoing, the following shall be excluded from the Collateral: (a) the last day of the term of any lease or agreement to lease, but Borrower shall stand possessed of such last day in trust for and assign it to such person as Bank shall direct, (b) Borrower's consumer goods, if any, and (c) any contract or agreement, including any Restrictive License, to the extent it is not assignable or requires the consent of a third party to its assignment and such consent has not been obtained, provided that until such consent is obtained, Borrower shall hold any such contracts or agreements in trust for and on behalf of Bank.

Schedule 1

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK Date: _____
FROM: DROP TECHNOLOGIES INC.
DROP TECHNOLOGIES USA INC.
(collectively "**Borrower**")

The undersigned authorized officer of Borrower certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "**Agreement**"):

(1) Borrower is in complete compliance for the period ending _____ with all required covenants except as noted below; (2) there are no Events of Default; (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, provincial, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.8 of the Agreement; and (5) no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenants	**Required**	**Complies**
Monthly financial statements with Compliance Certificate	Monthly within 30 days	Yes No
Annual financial statement (CPA Audited or Reviewed, as applicable)	FYE within 180 days	Yes No
10-Q, 10-K and 8-K (if applicable)	Within 5 days after filing with SEC	Yes No N/A
Board-approved projections	FYE within 60 days	Yes No

Other Matters

Have there been any amendments of or other changes to the capitalization table of Borrower and to the Operating Documents of Borrower or any of its Subsidiaries? If yes, provide copies of any such amendments or changes with this Compliance Certificate.	Yes	No

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

DROP TECHNOLOGIES INC.
DROP TECHNOLOGIES USA INC.

By: _____
Name: _____
Title: _____

BANK USE ONLY

Received by: _____
AUTHORIZED SIGNER
Date: _____

Verified: _____
AUTHORIZED SIGNER
Date: _____

Compliance Status: Yes No

SCHEDULE 2

LOAN PAYMENT/ADVANCE REQUEST FORM
DEADLINE FOR SAME DAY PROCESSING IS NOON EASTERN TIME

Fax To: Date: _____

LOAN PAYMENT: DROP TECHNOLOGIES INC./DROP TECHNOLOGIES USA INC.
From Account #_____ To Account #_____
(Deposit Account #) (Loan Account #)
Principal $_____ and/or Interest $_____
Authorized Signature:_____ Phone Number: _____
Print Name/Title: _____

LOAN ADVANCE:
Complete *Outgoing Wire Request* section below if all or a portion of the funds from this loan advance are for an outgoing wire.
From Account #_____ To Account #_____
(Loan Account #) (Deposit Account #)
Amount of Advance $_____
All Borrower's representations and warranties in the Loan and Security Agreement are true, correct and complete in all material respects on the date of the request for an advance; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date:

Authorized Signature:_____ Phone Number: _____
Print Name/Title: _____

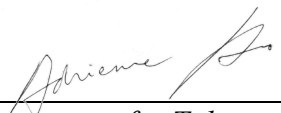
OUTGOING WIRE REQUEST:
Complete only if all or a portion of funds from the loan advance above is to be wired.
Deadline for same day processing is noon, Eastern Time

Beneficiary Name: _____
Amount of Wire: $_____
Beneficiary Bank: _____
Account Number: _____
City and State: _____
Beneficiary Bank Transit (ABA) #: _____ Beneficiary Bank Code (Swift, Sort, Chip, etc.): _____
(For International Wire Only)
Intermediary Bank: _____ Transit (ABA) #: _____
For Further Credit to: _____
Special Instruction: _____

By signing below, I (we) acknowledge and agree that my (our) funds transfer request shall be processed in accordance with and subject to the terms and conditions set forth in the agreements(s) covering funds transfer service(s), which agreements(s) were previously received and executed by me (us).

Authorized Signature: _____ 2nd Signature (if required): _____
Print Name/Title: _____ Print Name/Title: _____
Telephone #: _____ Telephone #: _____

This is Exhibit "I" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

THIRD AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Third Amendment to Loan and Security Agreement (this "**Agreement**") is entered into this 8th day of December, 2020, by and between (i) **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts ("**Bank**") and (ii) **DROP TECHNOLOGIES INC.** (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada ("**Canadian Borrower**") and **DROP TECHNOLOGIES USA INC.**, a corporation organized under the laws of the State of Delaware ("**US Borrower**" and together with Canadian Borrower, jointly and severally, individually and collectively, "**Borrower**").

RECITALS

A. Bank and Borrower have entered into that certain Loan and Security Agreement dated as of September 14, 2017 as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2018 and as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement dated as of September 13, 2019 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to make certain revisions to the Loan Agreement, as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Section 2.1.4 (Customer Acquisition Term Loan). Sections 2.1.4(c) and (d) of the Loan Agreement are amended by deleting Sections 2.14(c) and (d) and replacing same with the following:

> "(c) Repayment.
>
> (i) Commencing on the first day of the month following the end of the Customer Acquisition Term Loan Draw Period with respect to the CATL Tranche 1 Availability Amount, CATL Tranche 2 Availability Amount, Tranche 3 Availability Amount and Tranche 4 Availability and continuing on each Payment Date thereafter, Borrower shall repay each such Customer Acquisition Term Loan Advance in (1) eighteen (18) equal monthly installments of principal, plus (2) monthly payments of accrued interest at the rate

set forth in Section 2.3(a); and all outstanding principal and accrued and unpaid interest under each such Customer Acquisition Term Loan Advance, and all other outstanding Obligations with respect to such Customer Acquisition Term Loan Advance, are due and payable in full on the first day of the eighteenth (18th) month following such Customer Acquisition Term Loan Advance.

(ii) Commencing on the first day of the month following the end of the Customer Acquisition Term Loan Draw Period with respect to the CATL Tranche 5 Availability Amount and CATL Tranche 6 Availability Amount, Borrower shall repay each such Customer Acquisition Term Loan Advance in (1) sixteen (16) equal monthly installments of principal, plus (2) monthly payments of accrued interest at the rate set forth in Section 2.3(a); and all outstanding principal and accrued and unpaid interest under each such Customer Acquisition Term Loan Advance, and all other outstanding Obligations with respect to such Customer Acquisition Term Loan Advance, are due and payable in full on the first day of the sixteenth (16th) month following such Customer Acquisition Term Loan Advance.

(d) Mandatory Prepayment Upon an Acceleration. If the Customer Acquisition Term Loan Advances are accelerated by Bank following the occurrence and during the continuance of an Event of Default, Borrower shall immediately pay to Bank an amount equal to the sum of (i) all outstanding principal plus accrued and unpaid interest with respect to the Customer Acquisition Term Loan Advances, (ii) the Final Payment, and (iii) all other sums, if any, that shall have become due and payable with respect to the Customer Acquisition Term Loan Advances, including interest at the Default Rate with respect to any past due amounts."

2.2 Section 2.2 (Payment of Interest on the Credit Extensions). Section 2.2(a) of the Loan Agreement (Payment of Interest on the Credit Extensions) is amended by deleting Section 2.2(a) and replacing it with the following:

"(a)

(i) Term Loan Advances and 2018 Term Loan Advances, 2019 Term Loan Advances and Customer Acquisition Term Loan Advances. Subject to Section 2.2(b), the principal amount outstanding under each Term Loan Advance and each 2018 Term Loan Advance shall accrue interest at a floating per annum rate equal to one and a half percentage points (1.5%) above the Prime Rate;"

(ii) 2019 Term Loan Advances. Subject to Section 2.2(b), the principal amount outstanding under each 2019 Term Loan Advance shall accrue interest at a floating per annum rate equal to greater of (i) half a percentage point (0.5%) above the Prime Rate, or (ii) five and half percentage points (5.5%); and

(iii) Customer Acquisition Term Loan Advances. Subject to Section 2.2(b), the principal amount outstanding under each Customer Acquisition Term Loan Advance shall accrue interest at a floating per annum rate equal to greater of (i) one and one quarter percentage points (1.25%) below the Prime Rate, or (ii) two percentage points (2.0%);"

2.3 Section 2.3 (Fees). The Loan Agreement shall be amended renumbering the existing Sections 2.3(b) and (c) as Sections 2.3(c) and (d) respectively and by inserting the following new provision to appear as Section 2.3(b) (Final Payment) thereof:

"(b) Final Payment. The Final Payment, when due hereunder; and"

2.4 Section 6.12 (Financial Covenants). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 6.12 (Financial Covenants) thereof:

"**6.12 Financial Covenants.**

(a) Remaining Months Liquidity. Maintain at all times from and after a Customer Acquisition Term Loan Advance with respect to the CATL Tranche 5 Availability Amount or CATL Tranche 6 Availability Amount advanced to Borrower, to be certified to Bank as of the last day of each month, (i) if an Equity Term Sheet has not been entered into by Canadian Borrower on or before April 30, 2021, a ratio of Liquidity to Cash Burn of at least 5.00:1.00 and (ii) if an Equity Term Sheet has been entered into by Canadian Borrower on or before April 30, 2021, a ratio of Liquidity to Cash Burn of at least 3.00:1.00.

The financial covenants provided for in this Section 6.12(a) shall only be tested after a Customer Acquisition Term Loan Advance with respect to the CATL Tranche 5 Availability Amount or CATL Tranche 6 Availability Amount has been advanced to Borrower (and the failure to satisfy such financial covenants shall not constitute an Event of Default hereunder prior to a Customer Acquisition Term Loan Advance with respect to the CATL Tranche 5 Availability Amount or CATL Tranche 6 Availability Amount has been advanced to Borrower).

(b) Equity Term Sheet. If an Equity Term Sheet has been entered into by Canadian Borrower, then the closing of the equity financing of Canadian Borrower contemplated in the Equity Term Sheet shall occur within sixty (60) days of the effective date of the Equity Term Sheet."

2.5 Section 8.2 (**Covenant Default**). Section 8.2(a) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(a) Borrower fails or neglects to perform any obligation in Sections 6.2, 6.4, 6.5., 6.6. 6.7(b), 6.9 or 6.12 or violates any covenant in Section 7;"

2.6 Section 13 (**Definitions**). The Loan Agreement is amended by inserting the following new terms and their respective definitions to appear alphabetically in Section 13.1 thereof:

"**Cash Burn**" is, for any measurement period, (a) the sum of Borrower's (i) Net Income, determined in accordance with non-IFRS, plus, to the extent deducted in the calculation of Net Income, (ii) depreciation and amortization expenses and non-cash stock compensation expenses (for clauses (a)(i) and (ii), for each month in the trailing three (3) month period ending on the last day of the immediately preceding calendar month), divided by (b) three (3).

"**Equity Term Sheet**" means a term sheet with respect to an equity financing of Canadian Borrower for at least Fifteen Million US Dollars (US $15,000,000) of gross cash proceeds to be received by Canadian Borrower from the sale or issuance of Canadian Borrower's equity securities on terms and with a lead investor or lead investors, acceptable to Bank in its sole discretion.

"**Final Payment**" is a payment (in addition to and not a substitution for the regular monthly payments of principal plus accrued interest) in an amount equal to five percent (5%) of the aggregate principal amount of the Customer Acquisition Term Loan Advances advanced to Borrower, due on the earlier to occur of (a) the prepayment of the Customer Acquisition Term Loan Advances in full pursuant to Section 2.1.4(c), or (b) the acceleration of the Customer Acquisition Term Loan Advances.

"**Liquidity**" is, at any time, on a consolidated basis for Borrower, the sum of the aggregate amount of unrestricted and unencumbered cash and Cash Equivalents held at such time by Borrower in Deposit Accounts or Securities Accounts maintained with Bank or its Affiliates and in the Canadian Accounts and in Deposit Accounts or Securities Accounts subject to Control Agreements in favour of Bank.

"**Net Income**" means, as calculated for Borrower on a consolidated basis for any period as at any date of determination, the net profit (or loss), after provision for taxes, of Borrower, for such period taken as a single accounting period.

"**Third Amendment Effective Date**" is December 8, 2020.

2.7 The following terms and their respective definitions set forth in Section 13.1 are deleted in their entirety and replaced with the following:

"**CATL Tranche 6 Availability Amount**" is (i) One Million Dollars ($1,000,000), if a CATL Tranche 6 Event has occurred or (ii) zero if a CATL Tranche 6 Event has not occurred.

"**Customer Acquisition Term Loan Draw Period**" means: (i) with respect to the CATL Tranche 1 Availability Amount the period commencing on October 1, 2019 and ending on October 31, 2019; (ii) with respect to the CATL Tranche 2 Availability Amount the period commencing on January 1, 2020 and ending on January 31, 2020; (iii) with respect to the CATL Tranche 3 Availability Amount the period commencing on April 1, 2020 and ending on April 30, 2020; (iv) with respect to the CATL Tranche 4 Availability Amount the period commencing on July 1, 2020 and ending on July 31, 2020; (v) with respect to the CATL Tranche 5 Availability Amount the period commencing on October 1, 2020 and ending on January 31, 2021; and (vi) with respect to the CATL Tranche 6 Availability Amount the period commencing on January 1, 2021 and ending on April 30, 2021.

"**CATL Tranche 5 Event**" means Borrower achieving trailing three month non-IFRS Net Revenue of not less than One Million Four Hundred Fifty Thousand Canadian Dollars (CDN$1,450,000) with a trailing three month operating non-IFRS operating loss of not more than Four Million Three Hundred Fifty Thousand Canadian Dollars (CDN$4,350,000) as of September 30, 2020.

"**CATL Tranche 6 Event**" means Borrower achieving trailing three month non-IFRS Net Revenue of not less than One Million Eight Hundred Thousand Canadian Dollars (CDN$1,800,000) with a trailing three month non-IFRS operating loss of not more than Five Million Canadian Dollars (CDN$5,000,000) as of December 31, 2020.

2.8 Exhibit B (Compliance Certificate). The Compliance Certificate appearing as **Exhibit B** to the Loan Agreement is deleted in its entirety and replaced with the Compliance Certificate attached as **Schedule 1** hereto.

3. Limitation of Amendments.

3.1 The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Agreement shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Bank to enter into this Agreement, Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Agreement (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects (except to the extent such representations and warranties would be updated by information supplied in the New Perfection Certificates (as hereinafter defined), in which case they shall be read as so updated) as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Canadian Borrower and US Borrower have the power and authority to execute and deliver this Agreement and to perform their respective obligations under the Loan Agreement, as amended by this Agreement;

4.3 The organizational documents of Canadian Borrower and US Borrower previously delivered to Bank remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect, except as otherwise delivered to the Bank;

4.4 The execution and delivery by Canadian Borrower and US Borrower of this Agreement and the performance by Canadian Borrower and US Borrower of their respective obligations under the Loan Agreement, as amended by this Agreement, have been duly authorized;

4.5 The execution and delivery by Canadian Borrower and US Borrower of this Agreement and the performance by Canadian Borrower and US Borrower of their respective obligations under the Loan Agreement, as amended by this Agreement, have been duly authorized, and do not (i) conflict with any of Canadian Borrower/US Borrower organizational documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Canadian Borrower or US Borrower any of their respective Subsidiaries or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect) or (v) conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of, any material agreement by which Canadian Borrower or US Borrower is bound. Neither Canadian

Borrower nor US Borrower is in default under any agreement to which it is a party or by which it is bound in which the default could reasonably be expected to have a material adverse effect on Canadian Borrower's business or US Borrower's Business; and

4.6 This Agreement has been duly executed and delivered by each of Canadian Borrower and US Borrower and is the binding obligation of each of Canadian Borrower and US Borrower, enforceable against each of Canadian Borrower and US Borrower and in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

5. Perfection Certificates. Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in those certain Perfection Certificates delivered on the Second Amendment Effective Date, and acknowledges, confirms and agrees that the disclosures and information Borrower provided to Bank in such Perfection Certificates have not changed, as of the date hereof, except as set forth on Schedule 2 attached hereto. Borrower understands and acknowledges that Bank relies on true, accurate and up-to-date beneficial ownership information, as set forth on Schedule 2 hereto, to meet Bank's regulatory obligations to obtain, verify and record information about the beneficial owners of its legal entity customers.

6. Integration. This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

7. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

8. Choice of Law. Massachusetts law governs this Agreement in accordance with Section 11 (Choice of Law, Venue, Jury Trail Waiver) of the Loan Agreement.

9. Effectiveness. This Agreement shall be deemed effective upon:

9.1 the due execution and delivery to Bank of this Agreement by each party hereto;

9.2 Bank's receipt of Borrower's original signature to the 2019 Warrant;

9.3 delivery to Bank of an officer's certificate of Canadian Borrower with respect to Canadian Borrower's articles, by-laws, shareholders' agreement (as applicable), incumbency and resolutions authorizing the execution and delivery of this Agreement;

9.4 delivery to Bank of a secretary's certificate of US Borrower with respect to US Borrower's organizing documents, shareholders' agreement (as applicable), incumbency and directors' resolutions authorizing the execution and delivery of this Agreement;

9.5 certified copies, dated as of a recent date, of UCC, PPSA and other lien searches of Borrower, as Bank may request and which shall be obtained by Bank, accompanied by written evidence (including any UCC termination statements, PPSA termination statements or PPSA confirmations/estoppels, as applicable) that the Liens revealed in any such searches either will be terminated prior to or in connection with this Agreement, or (ii) will constitute Permitted Liens;

9.6 evidence satisfactory to Bank that the insurance policies and endorsements required by Section 6.5 of the Loan Agreement are in full force and effect, together with appropriate evidence showing first loss payable and additional insured clauses or endorsements in favour of Bank; and

9.7 such other documents as Bank may reasonably request.

[Signature page follows.]

IN WITNESS WHEREOF, This Agreement and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Borrower in the United States of America as of the Third Amendment Effective Date.

BORROWER:

DROP TECHNOLOGIES INC.

By Derrick Fung
Name: Derrick Fung
Title: Chief Executive Officer

DROP TECHNOLOGIES USA INC.

By Derrick Fung
Name: Derrick Fung
Title: President

BANK:

SILICON VALLEY BANK

By Christopher Leary
Name: Chris Leary
Title: Director

Schedule 1

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK Date: _____
FROM: DROP TECHNOLOGIES INC.
DROP TECHNOLOGIES USA INC.
(collectively "**Borrower**")

The undersigned authorized officer of Borrower certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "**Agreement**"):

(1) Borrower is in complete compliance for the period ending _____ with all required covenants except as noted below; (2) there are no Events of Default; (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, provincial, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.8 of the Agreement; and (5) no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenants	**Required**	**Complies**
Monthly financial statements with Compliance Certificate	Monthly within 30 days	Yes No
Annual financial statement (CPA Audited or Reviewed, as applicable)	FYE within 150 days	Yes No
10-Q, 10-K and 8-K (if applicable)	Within 5 days after filing with SEC	Yes No N/A
Board-approved projections	FYE within 60 days	Yes No

Financial Covenant	**Required**	**Actual**	**Complies**
Maintain as indicated:			
Remaining Months Liquidity	5.00 : 1.00 or 3:00 : 1.00, as applicable	_____:1:00	Yes No
Equity Term Sheet	Closing within 60 days of effective date of Equity Term Sheet	Effective date of Equity Term Sheet, as applicable: _____	Yes No

The following financial covenant analyses and information set forth in Schedule 1 attached hereto are true and accurate as of the date of this Compliance Certificate.

Other Matters

Have there been any amendments of or other changes to the capitalization table of Borrower and to the Operating Documents of Borrower or any of its Subsidiaries? If yes, provide copies of any such amendments or changes with this Compliance Certificate. Yes No

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

DROP TECHNOLOGIES INC.
DROP TECHNOLOGIES USA INC.

By: _____
Name: _____
Title: _____

BANK USE ONLY

Received by: _____
AUTHORIZED SIGNER
Date: _____

Verified: _____
AUTHORIZED SIGNER
Date: _____

Compliance Status: Yes No

Schedule 1 to Compliance Statement

Financial Covenants of Borrower

In the event of a conflict between this Schedule and the Agreement, the terms of the Agreement shall govern.

Dated: _____

I. **Remaining Months Liquidity** (Section 6.12)

Required: Maintain at all times from and after a Customer Acquisition Term Loan Advance with respect to the CATL Tranche 5 Availability Amount or CATL Tranche 6 Availability Amount advanced to Borrower, to be certified to Bank as of the last day of each month, (i) if an Equity Term Sheet has not been entered into by Canadian Borrower, a ratio of Liquidity to Cash Burn of at least 5.00:1.00 and (ii) if an Equity Term Sheet has been entered into by Canadian Borrower on or before April 30, 2021, a ratio of Liquidity to Cash Burn of at least 3.00:1.00.

A.	Aggregate value of the unrestricted and unencumbered cash and Cash Equivalents of Borrower	USD$_____
B.	Net Income of Borrower (trailing 3 month average)	USD$_____
C.	Amortization expenses (to the extent included in the calculation of Net Income, trailing 3 month average)	USD$_____
D.	Depreciation expense (to the extent included in the calculation of Net Income, trailing 3 month average)	USD$_____
E.	Non-cash stock compensation expense (to the extent included in the calculation of Net Income, trailing 3 month average)	USD$_____
F.	Cash Burn (the sum of lines B though E)	USD$_____
G.	Remaining Months Liquidity (line A divided by line F)	_____

If an Equity Term Sheet has not been entered into by Canadian Borrower on or before April 30, 2021, is line G equal to or greater than 5.00?

_____ No, not in compliance _____ Yes, in compliance

OR

If an Equity Term Sheet has been entered into by Canadian Borrower on or before April 30, 2021, is line G equal to or greater than 3.00?

_____ No, not in compliance _____ Yes, in compliance

SCHEDULE 2

Supplement to Perfection Certificate

Canadian Borrower

Section 5.a. – Patents – marked 'Yes'. Patent pending is described as 'Method and System for Removing Personally Identifiable Information from Transaction Histories'

Section 5.a. – Lease of equipment – marked 'Yes'. Leased computer devices.

Section 5.b. – add another RBC account for Drop Technologies Inc. Account number '[redacted] [CAD deposit]'

Section 6.a. – revised amount owed to SVB from $3.4m to $5,000,000 USD (as of Nov 27, 2020)

Section 6.b. – revised to list one GIC as "RBC CAD GIC - $340,000". Previous entries removed.

Section 11. – revised Cameron Dearsley's title from 'Chief Design Officer' to 'Head of Design'

(New Section) 15. AUTHORIZED SIGNATORIES
The following lists the names, e-mail addresses and mobile telephone numbers for each individual that is authorized to sign documents *on behalf of the Borrower or any affiliate that will be party to the Loan Documents*. The numbers will be used for identification purposes during our electronic signature signing process.

Individual Name	E-mail Address	Mobile Telephone
Derrick Fung	derrick@earnwithdrop.com	[redacted]

US Borrower

(New Section) 15. AUTHORIZED SIGNATORIES
The following lists the names, e-mail addresses and mobile telephone numbers for each individual that is authorized to sign documents *on behalf of the Borrower or any affiliate that will be party to the Loan Documents*. The numbers will be used for identification purposes during our electronic signature signing process.

Individual Name	E-mail Address	Mobile Telephone
Derrick Fung	derrick@earnwithdrop.com	[redacted]
Darren Fung	darren@earnwithdrop.com	[redacted]

42433879.7

This is Exhibit "J" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

WAIVER AND FOURTH AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Waiver and Fourth Amendment to Loan and Security Agreement (this "**Agreement**") is entered into this 27th day of September, 2021, by and between (i) **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts ("**Bank**") and (ii) **DROP TECHNOLOGIES INC.** (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada ("**Canadian Borrower**") and **DROP TECHNOLOGIES USA INC.**, a corporation organized under the laws of the State of Delaware ("**US Borrower**" and together with Canadian Borrower, jointly and severally, individually and collectively, "**Borrower**").

RECITALS

A. Bank and Borrower have entered into that certain Loan and Security Agreement dated as of September 14, 2017 as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2018, as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement dated as of September 13, 2019 and as further amended by that certain Third Amendment to Loan and Security Agreement dated as of December 8, 2020 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to make certain revisions to the Loan Agreement, as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in This Agreement shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Section 6.12 (Financial Covenants). Sections 6.12 of the Loan Agreement (Financial Covenants) is deleted in its entirety and replaced with the following:

" (a) Reserved.

(b) Equity Term Sheet. The closing of the Series C Preferred Share equity financing of Canadian Borrower in accordance with the Equity Term Sheet shall occur by August 15, 2021."

2.2 Section 13 (Definitions). The Loan Agreement is amended by inserting the

following new term and its definition to appear alphabetically in Section 13.1 thereof:

"**Fourth Amendment Effective Date**" is September 27, 2021.

2.3 Section 13 (Definitions). The following term and its definition set forth in Section 13.1 of the Loan Agreement is deleted in its entirety and replaced with the following:

"**Equity Term Sheet**" means that certain term sheet dated June 30, 2021 with respect to the Series C Preferred Share equity financing of Canadian Borrower for at least Twenty-One Million Five Hundred Thousand US Dollars (US $21,500,000) of gross cash proceeds to be received by Canadian Borrower from the sale or issuance of Canadian Borrower's equity securities.

2.4 Exhibit B (Compliance Certificate). The Compliance Certificate appearing as **Exhibit B** to the Loan Agreement is deleted in its entirety and replaced with the Compliance Certificate attached as **Schedule 1** hereto.

3. Limitation of Amendments.

3.1 The amendments set forth in Section 5, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Agreement shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Waiver. Bank hereby waives Borrower's existing default under the Loan Agreement by virtue of Borrower's failure to comply with the requirements of Section 6.12(a) thereof with respect to the periods ended May 31, 2021, June 30, 2021 and July 31, 2021 (the "**Stated Default**"). The foregoing waiver shall apply only to the Stated Default. Borrower hereby acknowledges and agrees that except as specifically provided herein, nothing in this section or anywhere in this Agreement shall be deemed or otherwise construed as a waiver by Bank of any of its rights and remedies pursuant to the Loan Documents, applicable law or otherwise.

5. Representations and Warranties. To induce Bank to enter into this Agreement, Borrower hereby represents and warrants to Bank as follows:

5.1 Immediately after giving effect to this Agreement (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects (except to the extent such representations and warranties would be updated by information supplied in Schedule 2 hereto, in which case they shall be read as so updated) as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects as of such date), and (b) no Event of Default has occurred and is continuing;

5.2 Borrower has the power and authority to execute and deliver this Agreement and to perform its obligations under the Loan Agreement, as amended by this Agreement;

5.3 The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect, except as otherwise delivered to the Bank;

5.4 The execution and delivery by Borrower of this Agreement and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Agreement, have been duly authorized;

5.5 The execution and delivery by Borrower of this Agreement and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Agreement, have been duly authorized, and do not (i) conflict with any of Borrower's organizational documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Borrower or any of its Subsidiaries or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect) or (v) conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of, any material agreement by which Borrower is bound. Borrower is not in default under any agreement to which it is a party or by which it is bound in which the default could reasonably be expected to have a material adverse effect on Borrower's business; and

5.6 This Agreement has been duly executed and delivered by Borrower and is a binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

6. Perfection Certificates. Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in those certain Perfection Certificates delivered on the Second Amendment Effective Date, as supplemented with the disclosures made on the Third Amendment Effective Date, and acknowledges, confirms and agrees that the disclosures and information Borrower provided to Bank in such Perfection Certificates have not changed, as of the date hereof, except as set forth on Schedule 2 attached hereto. Borrower understands and acknowledges that Bank relies on true, accurate and up-to-date beneficial ownership information, as set forth on Schedule 2 hereto, to meet Bank's regulatory obligations to obtain, verify and record information about the beneficial owners of its legal entity customers.

7. Integration. This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of This Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

8. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

9. Choice of Law. Massachusetts law governs this Agreement in accordance with Section 11 (Choice of Law, Venue, Jury Trail Waiver) of the Loan Agreement.

10. Effectiveness. This Agreement shall be deemed effective upon: (i) the due execution and delivery to Bank of this Agreement by each party hereto; and (ii) such other documents as Bank may reasonably request.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Borrower in the United States of America as of the Fourth Amendment Effective Date.

BORROWER:

DROP TECHNOLOGIES INC.

By Derrick Fung
Name: Derrick Fung
Title: Chief Executive Officer

DROP TECHNOLOGIES USA INC.

By Derrick Fung
Name: Derrick Fung
Title: President

BANK:

SILICON VALLEY BANK

By Christopher Leary
Name: Chris Leary
Title: Director

Schedule 1

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK Date: _____
FROM: DROP TECHNOLOGIES INC.
DROP TECHNOLOGIES USA INC.
(collectively "**Borrower**")

The undersigned authorized officer of Borrower certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "**Agreement**"):

(1) Borrower is in complete compliance for the period ending _____ with all required covenants except as noted below; (2) there are no Events of Default; (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, provincial, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.8 of the Agreement; and (5) no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with IFRS consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenants	**Required**	**Complies**
Monthly financial statements with Compliance Certificate	Monthly within 30 days	Yes No
Annual financial statement (CPA Audited or Reviewed, as applicable)	FYE within 180 days	Yes No
10-Q, 10-K and 8-K (if applicable)	Within 5 days after filing with SEC	Yes No N/A
Board-approved projections	FYE within 60 days	Yes No

Other Matters

Have there been any amendments of or other changes to the capitalization table of Borrower and to the Operating Documents of Borrower or any of its Subsidiaries? If yes, provide copies of any such amendments or changes with this Compliance Certificate.	Yes	No

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

DROP TECHNOLOGIES INC.
DROP TECHNOLOGIES USA INC.

By: _____
Name: _____
Title: _____

BANK USE ONLY

Received by: _____
AUTHORIZED SIGNER
Date: _____

Verified: _____
AUTHORIZED SIGNER
Date: _____

Compliance Status: Yes No

Schedule 2

Supplement to Perfection Certificate

Canadian Borrower

14. BENEFICIAL OWNERSHIP INFORMATION

a. Is the Company any of the following:

(i) a public company or an issuer of securities that are registered with the Securities and Exchange Commission under Section 12 of the Securities Exchange Act of 1934 or that is required to file reports under Section 15(d) of that Act;

(ii) an investment company registered with the Securities and Exchange Commission under the Investment Company Act of 1940;

(iii) an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940; or

(iv) a pooled investment vehicle operated or advised by a regulated financial institution (including an SEC-registered investment adviser)?

Yes ☐ No ☐

If yes, no further information is required for Sections 14(b), 14(c) or 14(d) below. If no, continue to Section 14(b).

b. Is the Company a pooled investment vehicle that is ***not*** operated or advised by a regulated financial institution?

Yes ☐ No ☐

If yes, skip to Section 14(d) below. If no, continue to Section 14(c).

c. Does any **individual**, *directly or indirectly* (for example, if applicable, through such individual's equity interests in the Company's parent entity), through any contract, arrangement, understanding, relationship or otherwise, **own 25% or more** of the equity interests of the Company:

Yes ☐ No ☐

If yes, complete the following information. If no, continue to Section 14(d) below.

	Name	Date of birth	Residential address	For US Persons, Social Security Number: (non-US persons should provide SSN if available)	For Non-US Persons: Type of ID, ID number, country of issuance, expiration date	Percentage of ownership (if indirect ownership, explain structure)
1						
2						
3						
4						

d. Identify one individual with significant responsibility for managing the Company, i.e., an executive officer or senior manager (e.g., Chief Executive Officer, President, Vice President, Chief Financial Officer, Treasurer, Chief Operating Officer, Managing Member or General Partner) or any other individual who regularly performs similar functions. If appropriate, an individual listed in Section 14(c) above may also be listed here.

	Name	Date of birth	Residential address	For US Persons, Social Security Number: (non-US persons should provide SSN if available)	For Non-US Persons: Type of ID, ID number, country of issuance, expiration date
1					

US Borrower

14. BENEFICIAL OWNERSHIP INFORMATION

a. Is the Company any of the following:

(i) a public company or an issuer of securities that are registered with the Securities and Exchange Commission under Section 12 of the Securities Exchange Act of 1934 or that is required to file reports under Section 15(d) of that Act;

(ii) an investment company registered with the Securities and Exchange Commission under the Investment Company Act of 1940;

(iii) an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940; or

(iv) a pooled investment vehicle operated or advised by a regulated financial institution (including an SEC-registered investment adviser)?

Yes ☐ No ☐

If yes, no further information is required for Sections 14(b), 14(c) or 14(d) below. If no, continue to Section 14(b).

b. Is the Company a pooled investment vehicle that is ***not*** operated or advised by a regulated financial institution?

Yes ☐ No ☐

If yes, skip to Section 14(d) below. If no, continue to Section 14(c).

c. Does any **individual**, *directly or indirectly* (for example, if applicable, through such individual's equity interests in the Company's parent entity), through any contract, arrangement, understanding, relationship or otherwise, **own 25% or more** of the equity interests of the Company:

Yes ☐ No ☐

If yes, complete the following information. If no, continue to Section 14(d) below.

	Name	Date of birth	Residential address	For US Persons, Social	For Non-US Persons: Type of ID, ID number,	Percentage of ownership

				Security Number: (non-US persons should provide SSN if available)	country of issuance, expiration date	(if indirect ownership, explain structure)
1						
2						
3						
4						

d. Identify one individual with significant responsibility for managing the Company, i.e., an executive officer or senior manager (e.g., Chief Executive Officer, President, Vice President, Chief Financial Officer, Treasurer, Chief Operating Officer, Managing Member or General Partner) or any other individual who regularly performs similar functions. If appropriate, an individual listed in Section 14(c) above may also be listed here.

	Name	Date of birth	Residential address	For US Persons, Social Security Number: (non-US persons should provide SSN if available)	For Non-US Persons: Type of ID, ID number, country of issuance, expiration date
1					

This is Exhibit "K" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

JOINDER AND FIFTH AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Joinder and Fifth Amendment to Loan and Security Agreement (this "**Agreement**") is entered into this 12th day of January, 2022, by and between (i) **SILICON VALLEY BANK**, an authorized foreign bank under the Bank Act (Canada) ("**Bank**") and (ii) **DROP TECHNOLOGIES INC.** (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada ("**Canadian Borrower**"), **DROP TECHNOLOGIES USA INC.**, a corporation organized under the laws of the State of Delaware ("**US Borrower**") and **DROP TECHNOLOGIES HOLDINGS ULC**, an unlimited liability company organized under the laws of the Alberta ("**Drop ULC**" or "**New Borrower**" and together with Canadian Borrower and US Borrower, jointly and severally, individually and collectively, "**Borrower**").

RECITALS

A. Bank and Borrower have entered into that certain Loan and Security Agreement dated as of September 14, 2017 as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2018, as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement dated as of September 13, 2019, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of December 8, 2020 and as further amended by that certain Wavier and Fourth Amendment to Loan and Security Agreement dated as of September 27, 2021 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to (i) refinance Borrower's the existing term loan with the 2022 Term Loan (as hereinafter defined), (ii) extend the Revolving Line (as hereinafter defined) to Borrower and (ii) make certain other revisions to the Loan Agreement, as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in This Agreement shall have the meanings given to them in the Loan Agreement.

2. Joinder and Assumption. New Borrower is a wholly-owned Subsidiary of Canadian Borrower. New Borrower hereby joins the Loan Agreement and each of the other appropriate Loan Documents, and agrees to comply with and be bound by all of the terms, conditions and covenants of the Loan Agreement and each of the other appropriate Loan Documents, as if New Borrower were originally named a "Borrower" and/or a "Debtor" therein. Without limiting the generality of the preceding sentence, each Borrower hereby assumes and agrees to pay and perform when due all present and future indebtedness, liabilities and obligations of Borrower under the Loan Agreement, including, without limitation, the

Obligations. From and after the Fifth Amendment Effective Date, all references in the Loan Documents to "Borrower" and/or "Debtor" shall be deemed to refer to and include New Borrower. Further, all present and future Obligations of Borrower shall be deemed to refer to all present and future Obligations of New Borrower. New Borrower acknowledges that the Obligations are due and owing to Bank from Borrower including, without limitation, New Borrower, without any defense, offset or counterclaim of any kind or nature whatsoever as of the Fifth Amendment Effective Date.

3. Grant of Security Interest. To secure the payment and performance of all of the Obligations, New Borrower hereby grants to Bank a continuing lien upon and security interest in all of New Borrower's now existing or hereafter arising rights and interest in the Collateral, whether now owned or existing or hereafter created, acquired, or arising, and wherever located, including, without limitation, all of New Borrower's assets listed on Schedule 1 attached hereto (Exhibit A to the Loan Agreement) and all of New Borrower's books and records relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing. New Borrower represents, warrants, and covenants that the security interest granted herein is and shall at all times continue to be a first priority perfected security interest in the Collateral (subject only to Permitted Liens that are permitted pursuant to the terms of the Loan Agreement to have superior priority to Bank's Lien under the Loan Agreement). If New Borrower shall acquire a commercial tort claim, New Borrower shall promptly notify Bank in a writing signed by New Borrower of the general details thereof and grant to Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of the Loan Agreement, with such writing to be in form and substance reasonably satisfactory to Bank. New Borrower further covenants and agrees that by its execution hereof it shall provide all such information, complete all such forms, and take all such actions, and enter into all such agreements, in form and substance reasonably satisfactory to Bank that are reasonably deemed necessary by Bank in order to grant and continue a valid, first perfected security interest to Bank in the Collateral. New Borrower hereby authorizes Bank to file financing statements, without notice to any Borrower, with all appropriate jurisdictions in order to perfect or protect Bank's interest or rights under the Loan Agreement. Such financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in Bank's discretion.

4. Subrogation and Similar Rights. Borrower (in each case including, without limitation, New Borrower) waives any suretyship defenses available to it under the Code or any other applicable law. Borrower (in each case, including, without limitation, New Borrower) waives any right to require Bank to: (i) proceed against any other Borrower or any other Person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Bank may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Borrower's liability. Notwithstanding any other provision of this Agreement, the Loan Agreement, or any other Loan Documents, Borrower irrevocably subordinates to the prior payment in full of the Obligations and the termination of the Bank's commitment to make Credit Extensions to Borrower and agrees not to assert or enforce prior to the payment in full of the Obligations and the termination of the Bank's commitment to make Credit Extensions to Borrower, all rights that it may have at law or in equity (including, without limitation, any law subrogating such Borrower to the rights of Bank under the Loan Agreement), to seek contribution, indemnification or any other form of reimbursement from any other Borrower or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by a Borrower with respect to the Obligations in connection with the Loan Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by any Borrower with respect to the Obligations in connection with the Loan Agreement or otherwise. If any payment is made to any Borrower in contravention of this section, such Borrower shall hold such payment in trust for Bank and such payment shall be promptly delivered to Bank for application to the Obligations, whether matured or unmatured. Any Borrower may, acting singly, request Credit Extensions under the Loan Agreement. Each Borrower hereby

appoints the other as agent for the other for all purposes under the Loan Agreement, including with respect to requesting Credit Extensions thereunder. Each Borrower shall be jointly and severally obligated to repay all Credit Extensions made under the Loan Agreement or any other Loan Documents, regardless of which Borrower actually received said Credit Extension, as if each Borrower directly received all Credit Extensions.

5. Amendments to Loan Agreement.

5.1 Section 1 (Accounting and Other Terms). Section 1 of the Loan Agreement (Accounting and Other Terms) is deleted in its entirety and replaced with the following:

> "**1 ACCOUNTING AND OTHER TERMS**
> Accounting terms not defined in this Agreement shall be construed following IFRS. Calculations and determinations must be made following IFRS, unless otherwise provided for in this Agreement. Notwithstanding any terms in this Agreement to the contrary, for purposes of any financial covenant and other financial calculations in this Agreement (other than for purposes of updating the Borrowing Base) which are made in whole or in part based upon the Availability Amount as of the last day of a particular month, calculations relying on information from a Borrowing Base Statement shall be derived from the Borrowing Base Statement delivered within seven (7) days of month end pursuant to Section 6.2(a) (and not, for clarity, any more recent Borrowing Base Statement delivered after such period), and the actual delivery date of such Borrowing Base Statement shall be deemed to be the last day of the applicable month. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 13. All other terms contained in this Agreement, unless otherwise indicated, shall have the meaning provided by the Code to the extent such terms are defined therein."

5.2 Section 2.1.5 (2022 Term Loan). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 2.1.5 (2022 Term Loan) thereof:

> "**2.1.5 2022 Term Loan**.
>
> (a) Availability. Subject to the terms and conditions of this Agreement and provided that all or a portion of the proceeds under the 2022 Term Loan shall be used to repay in full, on the Fifth Amendment Effective Date, Borrower's outstanding obligations and liabilities to Bank under the term loan described in Section 2.1.3 hereof, the customer acquisition term loan described in Section 2.1.4 hereof and the Accrued Portion of the Final Payment as of the Fifth Amendment Effective Date (collectively, the "**Refinanced Amount**"), and upon Borrower's request, Bank shall make term loan advances available to Borrower during the Draw Period, in an amount not to exceed Six Million Five Hundred Thousand US Dollars (USD$6,500,000) (each a "**Tranche 1 2022 Term Loan Advance**" and collectively, the "**Tranche 1 2022 Term Loan Advances**"). Upon Borrower's request, during the Draw Period, Bank shall make the following additional term loan advances available to Borrower: (i) term loan advances up to an aggregate amount not to exceed One Million Five Hundred Thousand US Dollars (USD$1,500,000) (each a "**Tranche 2 2022 Term Loan Advance**" and collectively, the "**Tranche 2 2022 Term Loan Advances**"), but only after the occurrence of the Tranche 2 2022 Term Loan Event; (ii) term loan advances up to an aggregate amount not to exceed One Million US Dollars (USD$1,000,000) (each a "**Tranche 3 2022 Term Loan Advance**" and collectively, the "**Tranche 3 2022Term Loan Advances**"), but only after the occurrence of the Tranche 3 2022 Term Loan Event; and (iii) term loan advances up to an aggregate amount not to exceed (a) One Million US Dollars (USD$1,000,000), if the Tranche 4 A 2022 Term Loan

Event has occurred or (b) Two Million US Dollars (USD$2,000,00), if the Tranche 4 B 2022 Term Loan Event has occurred, (each a "**Tranche 4 2022 Term Loan Advance**" and collectively, the "**Tranche 4 2022 Term Loan Advances**"), but only after the occurrence of the Tranche 4 2022 Term Loan Event; provided that the aggregate principal amount of the Tranche 2 Term Loan Advances, Tranche 3 Term Loan Advances and Tranche 4 Term Loan Advances, shall not exceed Three Million Five Hundred Thousand US Dollars (USD$3,500,000) in the aggregate. The Tranche 1 2022 Term Loan Advances, Tranche 2 2022 Term Loan Advances, Tranche 3 Term Loan Advances and Tranche 4 2022 Term Loan Advances are hereinafter referred to singly as a "**2022 Term Loan Advance**" and collectively as the "**2022 Term Loan Advances**". The aggregate amount of 2022 Term Loan Advances available hereunder shall not exceeded Ten Million US Dollars (USD$10,000,000) (the "**2022 Term Loan**"). Borrower hereby authorizes Bank to, on the Fifth Amendment Effective Date, apply such proceeds from the 2022 Term Loan to (i) repay in full Borrower's outstanding obligations and liabilities to Bank under the existing term loan described in Section 2.1.3 hereof and the customer acquisition term loan described in Section 2.1.4 hereof and (ii) pay the Accrued Portion of the Final Payment, as a part of the funding process without actually depositing such funds into an account of Borrower. After repayment, no 2022 Term Loan Advance (or any portion thereof) may be reborrowed; provided however, that if on or before the date that is forty-five (45) days following the Fifth Amendment Effective Date Borrower prepays all but not less than all of the Refinanced Amount, then Borrower may reborrow the Refinanced Amount and thereafter no 2022 Term Loan Advance (or any portion thereof) may be reborrowed. Each 2022 Term Loan Advance must be in an amount equal to at least Two Hundred Fifty Thousand US Dollars (US$250,000). For greater certainty, from and after the Fifth Amendment Effective Date Borrower shall only be able to draw on the 2022 Term Loan and shall no longer have the ability to draw on the term loans described in Section 2.1.3 hereof or the customer acquisition term loans described in Section 2.1.4 hereof. Payment by Borrower to Bank of (i) the Accrued Portion of the Final Payment on the Fifth Amendment Effective Date in accordance with the terms hereof and (ii) the Deferred Portion of the Final Payment in accordance with the terms hereof, shall satisfy in full Borrower's obligations to Bank with respect to the Final Payment.

(b) Repayment. Commencing on the first day of the month following the end of the Draw Period, Borrower shall repay the 2022 Term Loan in (i) (1) thirty-three (33) equal monthly installments of principal if the Draw Period Extension Event has not occurred and (2) thirty (30) equal monthly installments of principal if the Draw Period Extension Event has occurred, plus (ii) monthly payments of accrued interest at the rate set forth in Section 2.2(a), each payable on the first day of each month. Borrower's final repayment of the 2022 Term Loan Advances, due on the 2022 Term Loan Maturity Date, shall include all outstanding principal and accrued and unpaid interest under the 2022 Term Loan together with the Deferred Portion of the Final Payment. Subject to the provisions of Section 2.1.5(a) above, once repaid, the Term Loan may not be reborrowed.

(c) Prepayment.

(i) Voluntary - Borrower shall have the option to prepay all, but not less than all, of the 2022 Term Loan Advances, provided Borrower (i) delivers written notice to Bank of its election to prepay the 2022 Term Loan Advances at least ten (10) days prior to such prepayment, and (ii) pays, on the date of such prepayment (A) the outstanding principal plus accrued and unpaid interest with respect to the 2022 Term Loan Advances, (B) the 2022 Prepayment Premium, if any, (C) the Deferred Portion of the Final Payment, and (D)

all other sums, if any, that shall have become due and payable with respect to the 2022 Term Loan Advances, including interest at the Default Rate with respect to any past due amounts.

(ii) Involuntary - If a 2022 Term Loan Advance is accelerated following the occurrence and during the continuation of an Event of Default, Borrower shall immediately pay to Bank an amount equal to the sum of: (i) all outstanding principal plus accrued and unpaid interest with respect to the 2022 Term Loan Advances, (ii) the 2022 Prepayment Premium, if any, (iii) the Deferred Portion of the Final Payment, plus (iv) all other sums, that shall have become due and payable with respect to the 2022 Term Loan Advances, including interest at the Default Rate with respect to any past due amounts."

5.3 Section 2.1.6 (Revolving Line Advances). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 2.1.6 (Revolving Line Advances) thereof:

" **2.1.6 Revolving Line Advances**.

(a) Availability. Subject to the terms and conditions of this Agreement and to deduction of Reserves, Bank shall make Advances available to Borrower, in an amount not exceeding the Availability Amount. Amounts borrowed under the Revolving Line may be repaid and, prior to the Revolving Line Maturity Date, reborrowed, subject to the applicable terms and conditions contained herein.

(b) Termination; Repayment. The Revolving Line terminates on the Revolving Line Maturity Date, when the principal amount of all Advances, the unpaid interest thereon, and all other Obligations relating to the Revolving Line shall be immediately due and payable.

(c) Overadvance. If, at any time, the outstanding principal amount of any Advances exceeds the lesser of either the Revolving Line or the Borrowing Base, Borrower shall immediately pay to Bank in cash the amount of such excess (such excess, the "**Overadvance**"). Without limiting Borrower's obligation to repay Bank any Overadvance, Borrower agrees to pay Bank interest on the outstanding amount of any Overadvance, on demand, at a per annum rate equal to the rate that is otherwise applicable to Advances plus five percent (5.0%)."

5.4 Section 2.2 (Payment of Interest on the Credit Extensions). Section 2.2(a) of the Loan Agreement (Payment of Interest on the Credit Extensions) is amended by deleting Section 2.2(a) and replacing it with the following:

"(a) Interest Rate.

(i) 2022 Term Loan Advances. Subject to Section 2.2(b), the principal amount outstanding for each 2022 Term Loan Advance shall accrue interest at a floating per annum rate equal to the greater of (A) one percent (1.00%) above the Prime Rate or (B) four point two five percent (4.25%), which interest shall be payable monthly in accordance with Section 2.2(d) below.

(ii) Revolving Line Advances. Subject to Section 2.2(b), the principal amount outstanding for each Advance shall accrue interest at a floating per annum rate

equal to the greater of (a) the Prime Rate, or (b) three point two five percent (3.25%) which interest shall be payable monthly in accordance with Section 2.3(d) below.

5.5 Section 2.2 (Payment of Interest on the Credit Extensions). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 2.2(e) (Yearly Rate of Interest) and Section 2.2(f) (Criminal Interest) thereof:

"(e) Yearly Rate of Interest.

(i) For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of a 360-day year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

(ii) Borrower acknowledges and confirms that:

(1) clause (i) above satisfies the requirements of Section 4 of the *Interest Act* (Canada) to the extent it applies to the expression or statement of any interest payable under any Loan Document; and

(2) each Credit Party is able to calculate the yearly rate or percentage of interest payable under any Loan Document based upon the methodology set out in clause (i) above.

(iii) Borrower agrees not to, and to cause each Credit Party not to, plead or assert, whether by way of defence or otherwise, in any proceeding relating to the Loan Documents, that the interest payable thereunder and the calculation thereof has not been adequately disclosed to any Credit Party, whether pursuant to Section 4 of the *Interest Act* (Canada) or any other applicable law or legal principle.

(vi) Notwithstanding anything to the contrary contained in this Agreement, if the amount of interest payable under any Loan Document is reduced by virtue of the application of Section 4 of the *Interest Act* (Canada), then Borrower shall immediately and retroactively be obligated to pay to Bank, promptly on demand by Bank (or, if an Event of Default pursuant to Section 8.5 shall have occurred and be continuing, automatically and without further action by Bank), an amount equal to the amount of such reduction.

(f) Criminal Interest. If any provision of this Agreement would oblige Borrower to make any payment of interest or other amount payable to Bank in an amount or calculated at a rate which would be prohibited by applicable law or would result in a receipt by Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as

the case may be, as would not be so prohibited by law or so result in a receipt by Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:

(i) first, by reducing the amount or rate of interest required to be paid to Bank under Section 2.4; and

(ii) thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada)."

5.6 Section 3.2 (Conditions Precedent to all Credit Extensions). Section 3.2(a) of the Loan Agreement (conditions Precedent to all Credit Extensions) is deleted in its entirety and replaced with the following:

"(a) timely receipt of (i) the Credit Extension request and any materials and documents required by Section 3.4; (ii) with respect to the request for 2022 Term Loan Advances, an executed Payment/Advance Form and any materials and documents required by Section 3.4; (iii) with respect to the Initial Advance, a completed Borrowing Base Statement (and any schedules related thereto and including any other information requested by Bank with respect to Borrower's Accounts); and (iv) with respect to each Advance, Borrower shall be in pro-forma compliance with the financial covenants set forth in Section 6.15 both prior to and immediately following such Advance;"

5.7 Section 3.2 (Conditions Precedent to all Credit Extensions). Section 3.2(c) of the Loan Agreement (conditions Precedent to all Credit Extensions) is deleted in its entirety and replaced with the following:

"(c) Bank determines to its satisfaction that there has not been a Material Adverse Change."

5.8 Section 3.3 (Covenant to Deliver). Section 3.3 of the Loan Agreement (Covenant to Deliver) is deleted in its entirety and replaced with the following:

"(a) Borrower agrees to deliver to Bank each item required to be delivered to Bank under this Agreement as a condition precedent to any Credit Extension. Borrower expressly agrees that a Credit Extension made prior to the receipt by Bank of any such item shall not constitute a waiver by Bank of Borrower's obligation to deliver such item, and the making of any Credit Extension in the absence of a required item shall be in Bank's sole discretion.

(b) Within ninety (90) days after the Fifth Amendment Effective Date, Bank shall have received the completion of the Initial Audit."

5.9 Section 3.4 (Procedures for Borrowing). Section 3.4 of the Loan Agreement (Procedures for Borrowing) is deleted in its entirety and replaced with the following:

"**3.4 Procedures for Borrowing.**

(a) Revolving Line. Subject to the prior satisfaction of all other applicable conditions to the making of an Advance set forth in this Agreement, to obtain an Advance, Borrower

(via an individual duly authorized by an Administrator) shall notify Bank (which notice shall be irrevocable) by electronic mail by 12:00 p.m. Eastern time on the Funding Date of the Advance. Such notice shall be made by Borrower through Bank's online banking program, provided, however, if Borrower is not utilizing Bank's online banking program, then such notice shall be in a written format acceptable to Bank that is executed by an Authorized Signer. Bank shall have received satisfactory evidence that the Board has approved that such Authorized Signer may provide such notices and request Advances. In connection with any such notification, Borrower must promptly deliver to Bank by electronic mail or through Bank's online banking program such reports and information, including without limitation, sales journals, cash receipts journals, accounts receivable aging reports, as Bank may request in its sole discretion. Bank shall credit proceeds of an Advance to the Designated Deposit Account. Bank may make Advances under this Agreement based on instructions from an Authorized Signer or without instructions if the Advances are necessary to meet Obligations which have become due.

(b) 2022 Term Loan Advances. Subject to the prior satisfaction of all other applicable conditions to the making of a 2022 Term Loan Advance set forth in this Agreement, to obtain a 2022 Term Loan Advance, Borrower shall notify Bank (which notice shall be irrevocable) by electronic mail, facsimile or telephone by 12:00 noon Eastern time on the Funding Date of the 2022 Term Loan Advance. Bank shall have received satisfactory evidence that the provision of such notices and the requests for 2022 Term Loan Advances have been approved by the Board. In connection with such notification, Borrower must promptly deliver to Bank by electronic mail or facsimile a completed Payment/Advance Form executed by an Authorized Signer together with such other reports and information, as Bank may request in its sole discretion. Bank shall credit proceeds of any 2022 Term Loan Advance to the Designated Deposit Account. Bank may make 2022 Term Loan Advances under this Agreement based on instructions from an Authorized Signer or without instructions if the 2022 Term Loan Advances are necessary to meet Obligations which have become due."

5.10 Section 4.4 (ULC Shares). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 4.4 (ULC Shares) thereof:

" **Section 4.4 (ULC Shares)**. Notwithstanding anything else contained in this Agreement or any other Loan Document, Borrower acknowledges that certain of the collateral of Borrower may now or in the future consist of ULC shares, and that it is the intention of Bank and Borrower that neither Bank nor any beneficiary, successor in interest, agent or any other Affiliate of Bank should under any circumstances prior to realization thereon be held to be a "shareholder" or "member", as applicable, of a ULC for the purposes of any ULC laws. Therefore, notwithstanding any provisions to the contrary contained in this Agreement or any other Loan Document, where a Borrower has granted a security interest hereunder or in any other Loan Document in any ULC shares, such Borrower will remain the sole registered and beneficial owner of such ULC shares until such time as such ULC shares are effectively transferred into the name of Bank, or any beneficiary, successor in interest, agent or any other Affiliate of Bank, or any other Person on the books and records of the applicable ULC. Accordingly, Borrower shall be entitled to receive and retain for its own account any dividend on or other distribution, if any, in respect of such ULC shares (except for any stock dividend or distribution which shall be subject to the security interests created under Section 4.1) and shall have the right to vote such ULC shares and to control the direction, management and policies of the applicable ULC to the same extent as Borrower would if such ULC shares were not pledged to Bank pursuant hereto. Nothing

in this Agreement or any other Loan Document is intended to, and nothing in this Agreement or any other Loan Document shall, constitute Bank, or any beneficiary, successor in interest, agent or any other Affiliate of Bank, or any other Person other than Canadian Borrower, a member or shareholder of Drop Technologies Holdings ULC for the purposes of any ULC laws (whether listed or unlisted, registered or beneficial), until such time as notice is given to the applicable Borrower and further steps are taken pursuant hereto or thereto so as to register Bank or any beneficiary, successor in interest, agent or such other Person, as specified in such notice, as the holder of the ULC shares. To the extent any provision hereof would have the effect of constituting Bank as a shareholder or a member, as applicable, of any ULC prior to such time, such provision shall be severed herefrom and shall be ineffective with respect to ULC shares which are collateral of Borrower without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to collateral of Borrower which is not ULC shares. Except upon the exercise of rights of Bank to sell, transfer or otherwise dispose of ULC shares in accordance with this Agreement, Borrower shall not cause or permit, or enable an issuer of pledged interests that is a ULC to cause or permit, Bank or any beneficiary, successor in interest, agent or any other Affiliate of Bank to: (a) be registered as a shareholder or member of such ULC; (b) have any notation entered in its favor in the share register of such issuer; (c) be held out as a shareholder or member of such ULC; (d) receive, directly or indirectly, any dividends, property or other distributions from such ULC by reason of Bank holding the security interests over the ULC shares; or (e) act as a shareholder or member of such ULC, or exercise any rights of a shareholder or member including the right to attend a meeting of shareholders or members of such ULC or to vote the ULC shares of such ULC. Borrower, without limiting the generality of any provision of this Agreement, shall indemnify and hold harmless Bank and its officers, directors, agents, employees, advisors, and counsel and their respective Affiliates (each such Person, for the purposes of this Section 4.4 being an "indemnitee") from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable and documented legal fees and expenses) imposed on, incurred by or asserted against any of them in connection with any litigation, investigation, claim or proceeding commenced or threatened against an indemnitee in connection with Borrower or Bank being held or deemed to be a shareholder of Drop Technologies Holdings ULC or any other ULC, except for losses, claims, damages, liabilities, costs or expenses (including reasonable and documented legal fees and expenses) imposed on, incurred by or asserted against any indemnitee directly caused by such indemnitee's gross negligence or willful misconduct."

5.11 Section 5 (Representations and Warranties). Section 5.1 of the Loan Agreement (Due Organization, Authorization; Power and Authority) is deleted in its entirety and replaced with the following:

"**5.1 Due Organization, Authorization; Power and Authority.** Borrower is duly existing and in good standing in its jurisdiction of formation and is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its business or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to have a material adverse effect on Borrower's business. In connection with this Agreement, each Borrower has delivered to Bank a completed certificate, entitled "Perfection Certificate" (the "**Perfection Certificate**"). Borrower represents and warrants to Bank that (a) Borrower's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof; (b) Borrower is an organization of the type and is organized in the jurisdiction set forth in the Perfection

Certificate; (c) the Perfection Certificate accurately sets forth Borrower's organizational identification number or accurately states that Borrower has none; (d) the Perfection Certificate accurately sets forth Borrower's place of business, or, if more than one, its chief executive office as well as Borrower's registered office and mailing address (if different than its chief executive office); (e) the Perfection Certificate accurately sets forth each jurisdiction in which Borrower carries on business or keeps tangible personal property and all jurisdictions in which material account debtors of Borrower are located; (f) other than set out in the Perfection Certificate, Borrower (and each of its predecessors) has not changed its jurisdiction of formation, organizational structure or type, or any organizational number assigned by its jurisdiction; and (f) all other information set forth on the Perfection Certificate pertaining to Borrower and each of its Subsidiaries is accurate and complete (it being understood and agreed that Borrower may from time to time update certain information in the Perfection Certificate after the Effective Date to the extent permitted by one or more specific provisions in this Agreement).

The execution, delivery and performance by Borrower of the Loan Documents to which it is a party have been duly authorized, and do not (i) conflict with any of Borrower's Operating Documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Borrower or any of its Subsidiaries or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect), or (v) conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of, any material agreement by which Borrower is bound. Borrower is not in default under any agreement to which it is a party or by which it is bound in which the default could reasonably be expected to have a material adverse effect on Borrower's business.

This Agreement and the other Loan Documents have been duly executed and delivered by each Credit Party (as applicable) and constitute legal, valid and binding obligations of each Credit Party (as applicable), enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. Specifically but without limitation, Section 2.2(f)(i) satisfies the requirements of Section 4 of the *Interest Act* (Canada) to the extent it applies to the expression or statement of any interest payable under any Loan Document, and each Credit Party is able to calculate the yearly rate or percentage of interest payable under any Loan Document based upon the methodology set out in such Section."

5.12 Section 5 (Representations and Warranties). Section 5.8 of the Loan Agreement (Tax Returns and Payments; Pension Contributions) is deleted in its entirety and replaced with the following:

"**5.8 Tax Returns and Payments; Pension Contributions.** Borrower has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, provincial, state and local taxes, assessments, deposits and contributions owed by Borrower except (a) to the extent such taxes are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as such reserve or other

appropriate provision, if any, as shall be required in conformity with IFRS shall have been made therefor, or (b) if such taxes, assessments, deposits and contributions do not, individually or in the aggregate, exceed Fifty Thousand US Dollars (US$50,000).

To the extent Borrower defers payment of any contested taxes, Borrower shall (i) notify Bank in writing of the commencement of, and any material development in, the proceedings, and (ii) post bonds or take any other steps required to prevent the Governmental Authority levying such contested taxes from obtaining a Lien upon any of the Collateral that is other than a "Permitted Lien." Borrower is unaware of any claims or adjustments proposed for any of Borrower's prior tax years which could result in additional taxes becoming due and payable by Borrower in excess of Fifty Thousand US Dollars (US$50,000). Borrower has paid all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms, and Borrower has not withdrawn from participation in, and has not permitted partial or complete termination of, or permitted the occurrence of any other event with respect to, any such plan which could reasonably be expected to result in any liability of Borrower, including any liability to the pension benefit fund established under any other governmental agency. Borrower does not have, sponsor, administer, contribute to, participate in, or assume any liability (including any contingent liability) under any Defined Benefit Plan."

5.13 Section 5 (Representations and Warranties). Section 5.10 of the Loan Agreement (Ful Disclosure) is deleted in its entirety and replaced with the following:

"**5.10 Full Disclosure.** No written representation, warranty or other statement of Borrower in any report, certificate or written statement submitted to the Financial Statement Repository or otherwise submitted to Bank, as of the date such representation, warranty, or other statement was made, taken together with all such written reports, certificates and written statements submitted to the Financial Statement Repository or otherwise submitted to Bank, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the reports, certificates or written statements not misleading (it being recognized by Bank that the projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results)."

5.14 Section 5 (Representations and Warranties). Section 5 of the Loan Agreement (Representations and Warranties) is amended by (i) re-numbering Section 5.11 of the Loan Agreement (Definition of "Knowledge") as Section 5.13 and (ii) inserting the following new Sections 5.11 and 5.12:

"**5.11 Accounts Receivable.**

(a) For each Account with respect to which Advances are requested, on the date each Advance is requested and made, such Account shall be an Eligible Account.

(b) All statements made and all unpaid balances appearing in all invoices, instruments and other documents evidencing the Eligible Accounts are and shall be true and correct and all such invoices, instruments and other documents, and all of Borrower's Books are genuine and in all respects what they purport to be. All sales and other transactions underlying or giving rise to each Eligible Account shall comply in all material respects with all applicable laws and governmental rules and regulations. Borrower has no knowledge of any actual or imminent Insolvency

Proceeding of any Account Debtor whose accounts are Eligible Accounts in any Borrowing Base Statement. To the best of Borrower's knowledge, all signatures and endorsements on all documents, instruments, and agreements relating to all Eligible Accounts are genuine, and all such documents, instruments and agreements are legally enforceable in accordance with their terms.

5.12 Tax Credits. Bank has been granted or will be granted a first priority security interest under the laws of the Province of Ontario, on all claims, receivables and on all Accrued Tax Credits and Filed Tax Credits, present and future, of Borrower, which security interest shall have been registered under the PPSA."

5.15 Section 6.2 (Financial Statements, Reports, Certificates). Section 6.2 of the Loan Agreement (Financial Statements, Reports, Certificates) is deleted in its entirety and replaced with the following:

"**6.2 Financial Statements, Reports, Statements.** Provide Bank with the following by submitting to the Financial Statement Repository or otherwise submitting to Bank:

(a) a Borrowing Base Statement (and any schedules related thereto and including any other information requested by Bank with respect to Borrower's Accounts) and an aged listings of Filed Tax Credits (including a column showing conversion of the same from Canadian Dollars to Dollars) (i) no later than Friday of each week when a Streamline Period is not in effect and (ii) within seven (7) days after the end of each month when a Streamline Period is in effect;

(b) within thirty (30) days after the end of each month, (i) monthly accounts receivable agings, aged by invoice date, (ii) monthly accounts payable agings, aged by invoice date, and outstanding or held cheque registers, if any, (iii) monthly reconciliations of accounts receivable agings (aged by invoice date), (iv) a detailed report setting out key performance indicators (KPI) metrics reasonably requested by Bank and in a format to be mutually agreed upon by Borrower and Bank and (v) a detailed report setting out Borrower's points liability for cost related to Borrower's user balances in a format to be mutually agreed upon by Borrower and Bank;

(c) as soon as available, but no later than thirty (30) days after the last day of each month, a company prepared consolidated, balance sheet and income statement covering Borrower's consolidated operations for such month in a form acceptable to Bank (the "**Monthly Financial Statements**");

(d) within thirty (30) days after the last day of each month and together with the Monthly Financial Statements, a completed Compliance Statement, confirming that, as of the end of such month, Borrower was in full compliance with all of the terms and conditions of this Agreement, and setting forth calculations showing compliance with the financial covenants set forth in this Agreement and such other information as Bank may reasonably request, including, without limitation, a statement that at the end of such month there were no held cheques;

(e) within thirty (30) days after the end of each fiscal year of Borrower, and contemporaneously with any updates or amendments thereto, (A) annual operating budgets (including income statements, balance sheets and cash flow statements, by month) for the

upcoming fiscal year of Borrower, and (B) annual financial projections for the following fiscal year (on a quarterly basis), in each case as approved by the Board, together with any related business forecasts used in the preparation of such annual financial projections;

(f) within thirty (30) days after the end of each month, the closing balance as at the date of submission for each account of Borrower held at any bank or financial institution other than Bank or Bank's Affiliates;

(g) as soon as available, and in any event within one hundred eighty (180) days following the end of Borrower's fiscal year, audited consolidated financial statements prepared under IFRS, consistently applied, together with an unqualified opinion on the financial statements from an independent certified public accounting firm reasonably acceptable to Bank;

(h) in the event that Borrower becomes subject to the reporting requirements under the *Securities Act* (Ontario) within ten (10) days of filing, copies of all periodic and other reports, proxy statements and other materials filed by Borrower with any securities commission, stock exchange or similar entity, or distributed to its shareholders, as the case may be. Documents required to be delivered pursuant to the terms hereof (to the extent any such documents are included in materials otherwise filed with any securities commission, stock exchange or similar entity) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which Borrower posts such documents, or provides a link thereto, on Borrower's website on the internet at Borrower's website address; provided, however, Borrower shall promptly notify Bank in writing (which may be by electronic mail) of the posting of any such documents;

(i) within ten (10) days of delivery, copies of all statements, reports and notices made available to Borrower's security holders or to any holders of Subordinated Debt;

(j) other than as disclosed in the Perfection Certificate, prompt report of any legal actions pending or threatened in writing against Borrower or any of its Subsidiaries that could result in damages or costs to Borrower or any of its Subsidiaries of, individually or in the aggregate, Fifty Thousand US Dollars (US$50,000) or more; provided that in the event that there is a material change in the litigation disclosed in the Perfection Certificate, Borrower will provide Bank with prompt written notice of same;

(k) prompt written notice of any changes to the beneficial ownership information set out in item 14 of the Perfection Certificate. Borrower understands and acknowledges that Bank relies on true, accurate and up-to-date beneficial ownership information to meet Bank's regulatory obligations to obtain, verify and record information about the beneficial owners of its legal entity customers; and

(l) promptly, from time to time, such other information regarding Borrower or compliance with the terms of any Loan Documents as reasonably requested by Bank.

Any submission by Borrower of a Compliance Statement or any other financial statement submitted to the Financial Statement Repository pursuant to this Section 6.2 or otherwise submitted to Bank shall be deemed to be a representation by Borrower that (a) as of the date of such Compliance Statement or other financial statement, the information and calculations set forth therein are true, accurate and correct, (b) as of the end of the compliance period set forth in such submission, Borrower is in complete compliance with all required covenants except as noted in such Compliance Statement or other financial

statement, as applicable; (c) as of the date of such submission, no Events of Default have occurred or are continuing; (d) all representations and warranties other than any representations or warranties that are made as of a specific date in Article 5 remain true and correct in all material respects as of the date of such submission except as noted in such Compliance Statement or other financial statement, as applicable; (e) as of the date of such submission, Borrower and each of its Subsidiaries has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.8; and (f) as of the date of such submission, no Liens have been levied or claims made against Borrower relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank."

5.16 Section 6.9 (Access to Collateral; Books and Records). Section 6.9 (of the Loan Agreement (Access to Collateral; Books and Records) is deleted in its entirety and replaced with the following:

"**6.9 Access to Collateral; Books and Records.** At reasonable times, on one (1) Business Day's notice (provided no notice is required if an Event of Default has occurred and is continuing), Bank, or its agents, shall have the right to inspect the Collateral and the right to audit and copy Borrower's Books. Such inspections and audits shall be conducted as frequently as Bank determines in its sole discretion that conditions warrant. Without limiting the immediately preceding sentence, at least (1) inspection and audit shall be conducted every twelve (12) months. The foregoing inspections and audits shall be conducted at Borrower's expense and the charge therefor shall be One Thousand US Dollars (USD$1,000.00) per person per day (or such higher amount as shall represent Bank's then-current standard charge for the same), plus reasonable out-of-pocket expenses. In the event Borrower and Bank schedule an audit more than eight (8) days in advance, and Borrower cancels or seeks to or reschedules the audit with less than eight (8) days written notice to Bank, then (without limiting any of Bank's rights or remedies) Borrower shall pay Bank a fee of Two Thousand US Dollars (USD$2,000.00) plus any out-of-pocket expenses incurred by Bank to compensate Bank for the anticipated costs and expenses of the cancellation or rescheduling."

5.17 Section 6 (Affirmative Covenants). Section 6 of the Loan Agreement (Affirmative Covenants) is amended by (i) re-numbering Section 6.12 of the Loan Agreement (Financial Covenants") as Section 6.15 and (ii) inserting the following new Sections 6.12, 6.13 and 6.14:

"**6.12 Accounts Receivable.**

(a) Schedules and Documents Relating to Accounts. Borrower shall deliver to Bank transaction reports and schedules of collections, as provided in Section 6.2, on Bank's standard forms; provided, however, that Borrower's failure to execute and deliver the same shall not affect or limit Bank's Lien and other rights in all of Borrower's Accounts, nor shall Bank's failure to advance or lend against a specific Account affect or limit Bank's Lien and other rights therein. If requested by Bank, Borrower shall furnish Bank with copies (or, at Bank's reasonable request, originals) of all contracts, orders, invoices, and other similar documents, and all shipping instructions, delivery receipts, bills of lading, and other evidence of delivery, for any goods the sale or disposition of which gave rise to such Accounts. In addition, Borrower shall deliver to Bank, on its request, the originals of all instruments, chattel paper, security agreements, guarantees and other documents

and property evidencing or securing any Accounts, in the same form as received, with all necessary indorsements, and copies of all credit memos.

(b) Disputes. Borrower may forgive (completely or partially), compromise, or settle any Account for less than payment in full, or agree to do any of the foregoing so long as (i) Borrower does so in good faith, in a commercially reasonable manner, in the ordinary course of business, in arm's-length transactions, and reports the same to Bank in the regular reports provided to Bank; (ii) no Event of Default has occurred and is continuing; and (iii) after taking into account all such discounts, settlements and forgiveness, the total outstanding Advances will not exceed the lesser of the Revolving Line or the Borrowing Base.

(c) Collection of Accounts. Borrower shall direct Account Debtors to deliver or transmit all proceeds of Accounts into a lockbox account, or such other "blocked account" as specified by Bank (either such account, the "**Cash Collateral Account**"); provided that Borrower shall have 180 days following the Fifth Amendment Effective Date to setup and establish the Cash Collateral Account. Whether or not an Event of Default has occurred and is continuing, Borrower shall immediately deliver all payments on and proceeds of (i) Accounts and (ii) Filed Tax Credit Receivables, to the Cash Collateral Account. Subject to Bank's right to maintain a reserve pursuant to Section 6.12(d), all amounts received in the Cash Collateral Account shall be (i) when a Streamline Period is not in effect, applied to immediately reduce the Obligations under the Revolving Line (unless Bank, in its sole discretion, at times when an Event of Default exists, elects not to so apply such amounts), or (ii) when a Streamline Period is in effect, transferred on a daily basis to Borrower's operating account with Bank.. Borrower hereby authorizes Bank to transfer to the Cash Collateral Account any amounts that Bank reasonably determines are proceeds of the Accounts (provided that Bank is under no obligation to do so and this allowance shall in no event relieve Borrower of its obligations hereunder).

(d) Reserves. Notwithstanding any terms in this Agreement to the contrary, at times when an Event of Default exists, Bank may hold any proceeds of the Accounts and any amounts in the Cash Collateral Account that are not applied to the Obligations pursuant to Section 6.12(c) above (including amounts otherwise required to be transferred to Borrower's operating account with Bank when a Streamline Period is in effect) as a reserve to be applied to any Obligations regardless of whether such Obligations are then due and payable.

(e) Returns. Provided no Event of Default has occurred and is continuing, if any Account Debtor returns any Inventory to Borrower, Borrower shall promptly (i) determine the reason for such return, (ii) issue a credit memorandum to the Account Debtor in the appropriate amount, and (iii) provide a copy of such credit memorandum to Bank, upon written request from Bank. In the event any attempted return occurs after the occurrence and during the continuance of any Event of Default, Borrower shall hold the returned Inventory in trust for Bank, and immediately notify Bank of the return of the Inventory.

(f) Verifications; Confirmations; Credit Quality; Notifications. Bank may, from time to time, (i) verify and confirm directly with the respective Account Debtors the validity, amount and other matters relating to the Accounts, either in the name of

Borrower or Bank or such other name as Bank may choose, and notify any Account Debtor of Bank's security interest in such Account and/or (ii) conduct a credit check of any Account Debtor to approve any such Account Debtor's credit. In addition, Bank may notify Account Debtors to make payments in respect of Accounts directly to Bank; provided that if an Event of Default has not occurred Bank shall first consult with Borrower prior to contacting such Account Debtors with respect to such Account Debtors making payments in respect of Accounts directly to Bank.

(g) No Liability. Bank shall not be responsible or liable for any shortage or discrepancy in, damage to, or loss or destruction of, any goods, the sale or other disposition of which gives rise to an Account, or for any error, act, omission, or delay of any kind occurring in the settlement, failure to settle, collection or failure to collect any Account, or for settling any Account in good faith for less than the full amount thereof, nor shall Bank be deemed to be responsible for any of Borrower's obligations under any contract or agreement giving rise to an Account. Nothing herein shall, however, relieve Bank from liability for its own gross negligence or willful misconduct.

6.13 Remittance of Proceeds. Except as otherwise provided in Section 6.12(c), deliver, in kind, all proceeds arising from the disposition of any Collateral to Bank in the original form in which received by Borrower not later than the following Business Day after receipt by Borrower, to be applied to the Obligations (a) prior to an Event of Default, pursuant to the terms of Section 6.12(c) hereof, and (b) after the occurrence and during the continuance of an Event of Default, pursuant to the terms of Section 9.4 hereof; provided that, if no Event of Default has occurred and is continuing, Borrower shall not be obligated to remit to Bank the proceeds of the sale of worn out or obsolete Equipment disposed of by Borrower in good faith in an arm's length transaction for an aggregate purchase price of Twenty Five Thousand Dollars ($25,000) or less (for all such transactions in any fiscal year). Borrower agrees that it will not commingle proceeds of Collateral with any of Borrower's other funds or property, but will hold such proceeds separate and apart from such other funds and property and in an express trust for Bank. Nothing in this Section 6.12 limits the restrictions on disposition of Collateral set forth elsewhere in this Agreement.

6.14 Online Banking.

(a) Utilize Bank's online banking platform for all matters requested by Bank which shall include, without limitation (and without request by Bank for the following matters), uploading information pertaining to Accounts and Account Debtors, requesting approval for exceptions, requesting Credit Extensions, and uploading financial statements and other reports required to be delivered by this Agreement (including, without limitation, those described in Section 6.2 of this Agreement).

(b) Comply with the terms of Bank's Online Banking Agreement as in effect from time to time and ensure that all persons utilizing Bank's online banking platform are duly authorized to do so by an Administrator. Bank shall be entitled to assume the authenticity, accuracy and completeness on any information, instruction or request for a Credit Extension submitted via Bank's online banking platform and to further assume that any submissions or requests made via Bank's online banking platform have been duly authorized by an Administrator."

5.18 Section 6.15 (Financial Covenants). Section 6.15 of the Loan Agreement (Financial Covenants) is deleted in its entirety and replaced with the following:

"(a) Minimum Revenue. Maintain as of the last day of each calendar quarter after the Initial Advance and when amounts are outstanding under the Revolving Line, computed on a consolidated basis with respect to Borrower, minimum net revenue, determined in accordance with non-IFRS consistent with past practice, in an amount not less than the following:

Period	**Revenue**
Trailing six-month period ended September 30, 2021	CDN$4,200,000
Trailing six-month period ended December 31, 2021	CDN$6,400,000

Beginning as of March 31, 2022 and for each quarter thereafter up to and including the period ending December 31, 2023, minimum trailing six month revenue will be calculated on a trailing six-month period and such levels shall (i) be mutually agreed upon by Bank and Borrower based upon Borrower's board approved projections for the fiscal year ended December 31, 2022 and (ii) at a minimum be greater than the levels reported by Borrower for the respective six-month period for the prior year. The failure by Borrower and Bank to mutually agree in writing on or before February 28, 2022 to any minimum revenue covenant levels shall result in an immediate Event of Default for which there shall be no grace or cure period.

(b) Liquidity. Maintain at all times after the Initial Advance and when amounts are outstanding under the Revolving Line, subject to periodic reporting as of the last day of each month, on a consolidated basis with respect to Borrower, Liquidity of at least CDN$7,500,000.

(c) Notwithstanding any provision in this Agreement to the contrary, the financial covenants provided for in Section 6.9(a) and Section 6.9(b) shall only be tested after the Initial Advance and when amounts are outstanding under the Revolving Line (and the failure to satisfy such financial covenants shall not constitute an Event of Default hereunder prior to the Initial Advance or when no amounts are outstanding under the Revolving Line) and in any event shall not be tested after the Revolving Line Maturity Date.

5.19 Section 7.2 (Changes in Busines, Management, Ownership/Control or Business Locations). Section 7.2 (of the Loan Agreement (Changes in Busines, Management, Ownership/Control or Business Locations) is deleted in its entirety and replaced with the following:

"**7.2 Changes in Business, Management, Control, or Business Locations.** (a) Engage in or permit any of its Subsidiaries to engage in any business other than the businesses currently engaged in by Borrower and such Subsidiary, as applicable, or reasonably related thereto; (b) liquidate or dissolve; (c) fail to provide notice to Bank of any Key Persons departing from or ceasing to be employed by Borrower within five (5) days after their departure from Borrower; or (d) permit or suffer any Change in Control.

Borrower shall not, without at least thirty (30) days prior written notice to Bank: (1) add any new offices or business locations, including warehouses (unless such new offices or business locations contain less than Ten Thousand US Dollars (US$10,000.00) in

Borrower's assets or property) or deliver any portion of the Collateral valued, individually or in the aggregate, in excess of Twenty-Five Thousand US Dollars (US$25,000.00) to a bailee at a location other than to a bailee and at a location already disclosed in the Perfection Certificate, (2) change its jurisdiction of organization, chief executive office, registered office, head office or domicile, (3) change its organizational structure or type, (4) change its legal name, (5) add any new jurisdiction(s) in which it carries on business or keeps tangible personal property, (6) add any new jurisdiction(s) in which material account debtors are located, or (7) change any organizational number (if any) assigned by its jurisdiction of organization. If Borrower intends to add any new offices or business locations, including warehouses, containing in excess of Twenty-Five Thousand US Dollars (US$25,000.00) of Borrower's assets or property, then Borrower will first receive the written consent of Bank, and the landlord of any such new offices or business locations, including warehouses, shall execute and deliver a landlord consent in form and substance satisfactory to Bank. If Borrower intends to deliver any portion of the Collateral valued, individually or in the aggregate, in excess of Twenty-Five Thousand US Dollars (US$25,000.00) to a bailee, and Bank and such bailee are not already parties to a bailee agreement governing both the Collateral and the location to which Borrower intends to deliver the Collateral, then Borrower will first receive the written consent of Bank, and such bailee shall execute and deliver a bailee agreement in form and substance satisfactory to Bank. Borrower shall not effect or permit any of the above-mentioned changes unless all filings have been made and all other actions taken that are required in order for Bank to continue at all times following such change to have a valid and perfected first priority Lien with respect to all of the Collateral."

5.20 Section 7.10 (Compliance). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 7.10 (Compliance) thereof:

"**7.10 Compliance.** Become an "investment company" or a company controlled by an "investment company", under the Investment Company Act of 1940, as amended, or undertake as one of its important activities extending credit to purchase or carry margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System), or use the proceeds of any Credit Extension for that purpose; fail to meet the minimum funding requirements of ERISA, permit a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur; fail to comply with the Canada Labour Code or violate any other law or regulation, if the violation could reasonably be expected to have a material adverse effect on Borrower's business, or permit any of its Subsidiaries to do so; withdraw or permit any Subsidiary to withdraw from participation in, permit partial or complete termination of, or permit the occurrence of any other event with respect to, any present pension, profit sharing and deferred compensation plan which could reasonably be expected to result in any liability of Borrower, including any liability to any pension benefit fund established by any other governmental agency. Borrower shall not establish, sponsor, administer, contribute to, participate in, or assume any liability (including any contingent liability) under any Defined Benefit Plan."

5.21 Section 7.11 (Use of Proceeds). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 7.11 (Use of Proceeds) thereof:

"**7.11 Use of Proceeds.** Borrower will not request any Credit Extension, and Borrower shall not use, and shall procure that each other Credit Party and its and their respective directors, officers, employees and Relevant Agents shall not use, the proceeds of any Credit Extension:

(a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws;

(b) for the purpose of funding, financing or facilitating any prohibited activities, business or transaction of or with any Sanctioned Person; or

(c) in any other manner that would result in the violation of any Sanctions."

5.22 Section 8.1 (**Payment Default**). Section 8.1 of the Loan Agreement (Payment Default) is deleted in its entirety and replaced with the following:

" **Payment Default**. Borrower fails to (a) make any payment of principal or interest on any Credit Extension when due, or (b) pay any other Obligations within three (3) Business Days after such Obligations are due and payable (which three (3) Business Day cure period shall not apply to payments due on the 2022 Term Loan Maturity Date or the Revolving Line Maturity Date). During the cure period, the failure to make or pay any payment specified under clause (b) hereunder is not an Event of Default but no Credit Extension will be made during the cure period.

5.23 Section 8.2 (Covenant Default). Section 8.2(a) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(a) Borrower fails or neglects to perform any obligation in Sections 6.2, 6.3, 6.5, 6.6, 6.7, 6.9, 6.10, 6.11, 6.12, 6.13 or 6.15 or violates any covenant in Section 7; or"

5.24 Section 8.5 (Insolvency). Section 8.5 of the Loan Agreement (Insolvency) is deleted in its entirety and replaced with the following:

"**8.5 Insolvency.**

(a) Borrower or any of its Subsidiaries:

(i) admits in writing that it is insolvent or unable to pay its debts as they generally become due;

(ii) commits an act of bankruptcy under the United States Bankruptcy Code or the BIA, files a voluntary assignment in bankruptcy under the United States Bankruptcy Code or the BIA, makes a proposal (or files a notice of its intention to do so) under the United States Bankruptcy Code or the BIA or seeks any other relief in respect of itself under the United States Bankruptcy Code or the BIA;

(iii) institutes any proceedings seeking relief in respect of itself under the CCAA;

(iv) institutes any proceeding seeking relief in respect of itself under the WURA;

(v) in addition to the forgoing, institutes any other proceeding seeking: (a) to adjudicate itself an insolvent person or a bankrupt; (b) to liquidate, dissolve or wind-up its business or assets; (c) to compromise, arrange, adjust or declare a

moratorium in respect of the payment of, its debts; (d) to stay the rights of creditors generally (or any class of creditors); (e) any other relief in respect of itself under any federal, provincial or foreign applicable law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, receivership, restructuring of business, assets or debt, reorganization of business, assets or debt or protection of debtors from their creditors (such applicable law includes any applicable corporations legislation to the extent the relief sought under such corporations legislation relates to or involves the compromise, settlement, adjustment or arrangement of debt); or (f) any other relief which provides for plans or schemes of reorganization, plans or schemes of arrangement or plans or schemes of compromise, in respect of itself, to be submitted or presented to creditors (or any class of creditors);

(vi) applies for the appointment of, or has a Receiver (either court or privately appointed), sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official appointed in respect of it, or any substantial part of its property; or

(vii) threatens to do any of the foregoing, or takes any action, corporate or otherwise, to approve, effect, consent to or authorize any of the actions described in this Section 8.5;

(b) any petition is filed, application made or other proceeding instituted against or in respect of Borrower or any of its Subsidiaries:

(i) seeking to adjudicate it an insolvent person;

(ii) seeking a bankruptcy order against it under the United States Bankruptcy Code or the BIA;

(iii) seeking to institute proceedings against it under the CCAA;

(iv) seeking to institute proceedings against it under the WURA;

(v) seeking, in addition to the forgoing: (a) to adjudicate it an insolvent person or a bankrupt; (b) to liquidate, dissolve or wind-up its business or assets; (c) to compromise, arrange, adjust or declare a moratorium in respect of the payment of, its debts; (d) to stay the rights of creditors generally (or any class of creditors); (e) any other relief in respect of it under any federal, provincial or foreign applicable law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, receivership, restructuring of business, assets or debt, reorganization of business, assets or debt, or protection of debtors from their creditors (such applicable law includes any applicable corporations legislation to the extent the relief sought under such corporations legislation relates to or involves the compromise, settlement, adjustment or arrangement of debt); or (f) any other relief which provides plans or schemes of reorganization, plans or schemes of arrangement or plans or schemes of compromise in respect of it, to be submitted or presented to creditors (or any class of creditors); or

(vi) seeking the issuance of an order for the appointment of a Receiver, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official in respect of it or any substantial part of its property,

and such petition, application or proceeding continues undismissed, or unstayed and in effect, for a period of 30 days after the institution thereof, provided that: (a) if Borrower or any of its Subsidiaries fails to contest such petition, application or proceeding the 30 day grace period shall cease to apply; (b) if an order, decree or judgment is issued (whether or not entered or subject to appeal) against Borrower or any of its Subsidiaries thereunder within the 30 day period, such grace period will cease to apply, (c) Borrower or any of its Subsidiaries files an answer or other responding materials admitting the material allegations of a petition, application or other proceeding filed against it, such grace period will cease to apply; and (d) no Credit Extensions will be made during such 30-day period;

(c) any other event occurs which, under the laws of any applicable jurisdiction, has an effect equivalent to any of the events referred to in either of Sections 8.5(a) or 8.5(b);"

5.25 Section 10 (Notices). Section 10 of the Loan Agreement (Notices) is deleted in its entirety and replaced with the following:

"**10 NOTICES**

All notices, consents, requests, approvals, demands, or other communication by any party to this Agreement or any other Loan Document must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail or Canada Post, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by electronic mail or facsimile transmission; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. Bank or Borrower may change its mailing or electronic mail address or facsimile number by giving the other party written notice thereof in accordance with the terms of this Section 10.

If to Borrower: Drop Technologies Inc.
Drop Technologies USA Inc.
Drop Technologies Holdings ULC
103 Richmond Street East #202
Toronto, Ontario M5C 1N9
Attn: Derick Fung, Chief Executive Officer
Email: Derrick@earnwithdrop.com

with a copy to: Osler, Hoskin & Harcourt LLP
100 King Street West
1Frist Canadian Place, Suite 6200 P.O. Box 50
Toronto, Ontario M5X 1B8
Attn: Chad Bayne
Email: cbayne@osler.com

If to Bank: Silicon Valley Bank
161 Bay Street, Suite 4410
Toronto, Ontario
Canada M5J 2S1
Attn: Mark Kiyonaga
Email: mkiyonaga@svb.com

with a copy to: Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
Attn: Tony Gioia
Email: tgioia@airdberlis.com

5.26 Section 11 (Choice of Law, Venue, Jury Trail Waiver and Judicial reference). Section 11 of the Loan Agreement (Choice of Law, Venue, Jury Trail Waiver and Judicial reference) is deleted in its entirety and replaced with the following:

"**11 CHOICE OF LAW, VENUE**

This Agreement and the other Loan Documents shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract. Each party hereto agrees (a) that any action or proceeding relating to this Agreement shall be brought in any court of competent jurisdiction in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the exclusive jurisdiction of such Ontario court, (b) that it irrevocably waives any right to, and shall not, oppose any such Ontario action or proceeding on any jurisdictional basis, including forum non conveniens, and (c) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Ontario court as contemplated by this Section 11. Borrower hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Borrower at the address set forth in, or subsequently provided by Borrower in accordance with, Section 10 of this Agreement and that service so made shall be deemed completed upon the earlier to occur of Borrower's actual receipt thereof or three (3) Business Days after deposit in the U.S. mails or Canada Post, proper postage prepaid."

5.27 Section 12.1 (Termination Prior to Term Loan Maturity Date). Section 12.1 of the Loan Agreement (Termination Prior to Term Loan Maturity Date) is deleted in its entirety and replaced with the following:

"**Termination Prior to Term Loan Maturity Date or the Revolving Line Maturity Date; Survival.** All covenants, representations and warranties made in this Agreement continue in full force until this Agreement has terminated pursuant to its terms and all Obligations have been satisfied. So long as Borrower has satisfied the Obligations (other than inchoate indemnity obligations, and any other obligations which, by their terms, are to survive the termination of this Agreement, and any Obligations under Bank Services Agreements that are cash collateralized in accordance with Section 4.1 of this Agreement), this Agreement may be terminated prior to the 2022 Term Loan Maturity Date or Revolving Line Maturity Date by Borrower, effective three (3) Business Days after written

notice of termination is given to Bank. Those obligations that are expressly specified in this Agreement as surviving this Agreement's termination shall continue to survive notwithstanding this Agreement's termination."

5.28 Section 12.2 (Successors and Assigns). Section 12.2 of the Loan Agreement (Successors and Assigns) is deleted in its entirety and replaced with the following

"**Successors and Assigns**. This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Borrower may not assign this Agreement or any rights or obligations under it without Bank's prior written consent (which may be granted or withheld in Bank's discretion). Bank has the right, without the consent of or notice to Borrower, to sell, transfer, assign, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights, and benefits under this Agreement and the other Loan Documents (other than the Warrant, the 2018 Warrant, the 2019 Warrant and the 2022 Warrant, as to which assignment, transfer and other such actions are governed by the terms thereof)."

5.29 Section 12.16 (Anti-Money Laundering Legislation). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 12.16 (Anti-Money Laundering Legislation) thereof:

"**12.16 Anti-Money Laundering Legislation.** Borrower acknowledges that, pursuant to AML Legislation, Bank may be required to obtain, verify and record information regarding Borrower, its directors, authorized signing officers, direct or indirect shareholders or other Persons in control of Borrower, and the transactions contemplated hereby. Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Bank, or any prospective assignee or participant in order to comply with any applicable AML Legislation, whether now or hereafter in existence."

5.30 Section 12.17 (Quebec Matters). The Loan Agreement shall be amended by inserting the following new provisions to appear as Section 12.17 (Quebec Matters) thereof:

"**12.17 Québec Matters.** For purposes of any assets, liabilities or entities located in the Province of Québec and for all other purposes pursuant to which the interpretation or construction of this Agreement may be subject to the laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) "personal property" shall include "movable property", (b) "real property" or "real estate" shall include "immovable property", (c) "tangible property" shall include "corporeal property", (d) "intangible property" shall include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall include a "hypothec", "right of retention", "prior claim" , "reservation of ownership" and a resolutory clause, (f) all references to filing, perfection, priority, remedies, registering or recording under the Uniform Commercial Code or a Personal Property Security Act shall include publication under the *Civil Code of Québec,* (g) all references to "perfection" of or "perfected" liens or security interest shall include a reference to an "opposable" or "set up" hypothec as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall include a "right of compensation", (i) "goods" shall include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall include a "mandatary", (k) "construction liens" or "mechanics, materialmen, repairmen, construction contractors or other like Liens" shall include "legal hypothecs" and "legal hypothecs in favour of

persons having taken part in the construction or renovation of an immovable", (l) "joint and several" shall include "solidary", (m) "gross negligence or wilful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall include "ownership on behalf of another as mandatary", (o) "easement" shall include "servitude", (p) "priority" shall include "rank" or "prior claim", as applicable (q) "survey" shall include "certificate of location and plan", (r) "state" shall include "province", (s) "fee simple title" shall include "absolute ownership" and "ownership" (including ownership under a right of superficies), (t) "accounts" shall include "claims", (u) "legal title" shall be including "holding title on behalf of an owner as mandatory or prete-nom", (v) "ground lease" shall include "emphyteusis" or a "lease with a right of superficies, as applicable, (w) "leasehold interest" shall include a "valid lease", (x) "lease" shall include a "leasing contract" and (y) "guarantee" and "guarantor" shall include "suretyship" and "surety", respectively. The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement.*"

5.31 Section 13 (**Definitions**). The following terms and their respective definitions set forth in Section 13.1 of the Loan Agreement (Definitions) are deleted in their entirety and replaced with the followings:

"**Affiliate**" is, with respect to any Person, each other Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members. For purposes of the definition of Eligible Accounts, Affiliate shall include a Specified Affiliate.

"**Commodity Account**" is any "commodity account" or "futures account" as defined in the applicable Code with such additions to such term as may hereafter be made

"**Credit Extension**" is any 2022 Term Loan Advance, Advance, Overadvance or any other extension of credit by Bank for Borrower's benefit.

"**Deposit Account**" means a demand, time, savings, passbook, or similar account maintained with any organization that is engaged in the business of banking, including banks, savings banks, savings and loan associations, credit unions, and trust companies.

"**Designated Deposit Account**" is the deposit account maintained by Borrower with a bank located in Canada as designated by Borrower and agreed to by Bank from time to time and may include an account maintained by Borrower with Bank.

"**Dollars**" of "**US Dollars**" or use of the sign "US$" means only lawful money of the United States and not any other currency, regardless of whether that currency uses the "US$" sign to denote its currency or may be readily converted into lawful money of the United States.

"**Draw Period**" is the period of time commencing upon the Fifth Amendment Effective Date and continuing through the earlier to occur of (a) (i) March 31, 2023 if the Draw Period Extension Event has not occurred and (ii) June 30, 2023 if the Draw Period Extension Event has occurred or (b) an Event of Default (other than an Event of Default arising from a breach of any financial covenant set forth in Section 6.15).

"**General Intangibles**" is all "intangibles" or "general intangibles" as defined in the Code, as applicable, in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation, all Intellectual Property, claims, income and other tax refunds, security and other deposits, payment intangibles, contract rights, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind

"**Insolvency Proceeding**" means any proceeding seeking to adjudicate any Person an insolvent, seeking a receiving order against any Person under the BIA, or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief or composition of any Person or its debts or a stay of proceedings of any Person's creditors generally (or any class of creditors) or any other relief, under any federal, provincial or foreign law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the BIA, the CCAA, the WURA, the United States Bankruptcy Code and any similar legislation in any jurisdiction) or at common law or in equity.

"**Loan Documents**" are, collectively, this Agreement and any schedules, exhibits, certificates, notices, and any other documents related to this Agreement, the Warrant, the 2018 Warrant, the 2019 Warrant, the 2022 Warrant, the Perfection Certificate, any Bank Services Agreement, any subordination agreement, any note, or notes or guaranties executed by Borrower, and any other present or future agreement by Borrower with or for the benefit of Bank in connection with this Agreement or Bank Services, all as amended, restated, or otherwise modified

"**Material Adverse Change**" is (a) a material impairment in the perfection or priority of Bank's Lien in the Collateral or in the value of such Collateral; (b) a material adverse change in the business, operations, or condition (financial or otherwise) of Borrower; (c) a material impairment of the prospect of repayment of any portion of the Obligations; or (d) Bank determines, based upon information available to it and in its reasonable judgment, that there is a reasonable likelihood that Borrower shall fail to comply with one or more of the financial covenants in Section 6 during the next succeeding financial reporting period.

"**Obligations**" are Borrower's obligations to pay when due any debts, principal, interest, fees, Bank Expenses, the Prepayment Premium, the Accrued Portion of the Final Payment, the Deferred Portion of the Final Payment and other amounts Borrower owes Bank now or later, whether under this Agreement, the other Loan Documents, or otherwise, including, without limitation, all obligations relating to Bank Services and any interest accruing after Insolvency Proceedings begin and debts, liabilities, or obligations of Borrower assigned to Bank, and to perform Borrower's duties under the Loan Documents.

"**Payment Date**" is (a) with respect to Term Loan Advances, the first (1st) calendar day of

each month and (b) with respect to Advances, the last calendar day of each month.

"**PPSA**" is the *Personal Property Security Act* (Ontario), as such legislation may be amended, renamed or replaced from time to time, and includes all regulations from time to time made under such legislation; provided, that, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Bank's Lien on any Collateral is governed by the Personal Property Security Act in effect in a jurisdiction other than the Province of Ontario, the term "**PPSA**" shall mean the Personal Property Security Act or equivalent personal property security legislation as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

"**Prepayment Premium**" means (i) 1.5% of the prepaid amount of the 2022 Term Loan Advances if prepayment occurs on or before the date that is eighteen (18) months of the Fifth Amendment Effective Date; or (ii) 0% of the prepaid amount of the 2022 Term Loan Advances if prepayment occurs any time after eighteen (18) months of the Fifth Amendment Effective Date; or if the 2022 Term Loan Advances is refinanced by another credit facility established by Bank.

5.32 Section 13 (**Definitions**). The Loan Agreement is amended by inserting the following new terms and their respective definitions to appear alphabetically in Section 13.1 thereof:

"**2022 Term Loan Maturity Date**" means December 1, 2025.

"2022 Warrant" is that certain Warrant to purchase up to 64,785 common shares of Borrower dated as of the Fifth Amendment Effective Date executed by Borrower in favor of Bank.

"**Accrued Tax Credits**" means Borrower's accrued (but not yet filed) Federal Tax Credits and Provincial Tax Credits.

"**Accrued Portion of Final Payment**" means Eighty-Two Thousand Eleven US Dollars Sixty Cents (USD$82,011.60).

"**Advance**" or "**Advances**" means a revolving credit loan (or revolving credit loans) under the Revolving Line.

"**AML Legislation**" means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" applicable laws, whether within Canada or elsewhere, including any regulations, guidelines or orders thereunder.

"**Availability Amount**" is (a) the lesser of (i) the Revolving Line or (ii) the amount available under the Borrowing Base, *minus* (b) the outstanding principal balance of all Advances.

"**BIA**" means the *Bankruptcy and Insolvency Act* (Canada).

"**Borrowing Base**" is (a) (i) the Non-Formula Sublimit amount, *plus* (ii) fifty percent (50%) of Accrued Tax Credits, up to an aggregate amount of One Million Eight Hundred Thousand US Dollars ($1,800,000), *plus* (iii) eighty percent (80%) of Filed Tax Credits, *plus* (iv) eighty percent (80%) of Eligible Accounts, *minus* (b) the aggregate amount of all Priority Payables of Borrower, as may subsequently be updated by Bank based upon information received by Bank including, without limitation, Accounts that are paid and/or billed following the date of the Borrowing Base Statement; provided, however, Bank has the right to decrease the foregoing percentages in its good faith business judgment to mitigate the impact of events, conditions, contingencies, or risks which may adversely affect the Collateral or its value all as determined by Bank based upon information received by Bank.

"**Borrowing Base Statement**" is that certain report of the value of certain Collateral in the form specified by Bank to Borrower from time to time.

"**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

"**CDN Dollars**", "**Canadian Dollars**" "**Dollars**" or use of the signs "**CDN$**" or "$" means only lawful money of Canada and not any other currency, regardless of whether that currency uses the "$" sign to denote its currency or may be readily converted into lawful money of Canada.

"**Change in Control**" means (a) any sale or transaction by a Person or group of Persons acting jointly or otherwise in concert holding securities representing forty-nine percent (49%) or more of the aggregate ordinary voting power represented by the issued and outstanding securities of Borrower resulting in such Person or group of Persons no longer holding at least forty-nine percent (49%) or more of the aggregate ordinary voting power represented by the issued and outstanding securities of the Borrower other than by the sale of Borrower's equity securities in a public offering or to venture capital or private equity investors so long as Borrower identifies to Bank the venture capital or private equity investors at least seven (7) Business Days prior to the closing of the transaction and provides to Bank a description of the material terms of the transaction; (b) during any period of twelve (12) consecutive months, a majority of the members of the board of directors or other equivalent governing body of Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body; (c) Canadian Borrower ceases to own 100% of the voting securities of US Borrower or Drop ULC; or (d) at any time, Borrower shall cease to own and control, of record and beneficially, directly or indirectly, one hundred percent (100.0%) of each class of outstanding capital stock of each subsidiary of Borrower free and clear of all Liens (except Liens created by this Agreement).

"**Compliance Statement**" is that certain certificate in the form attached to this Agreement as Exhibit B.

"**Defined Benefit Plan**" means a pension plan registered under the *Income Tax Act* (Canada), the *Pension Benefits Act* (Ontario) or any other applicable pension standards legislation which contains a "defined benefit provision", as such term is defined in subsection 147.1(1) of the *Income Tax Act* (Canada).

"**Deferred Portion of Final Payment**" means Seventeen Thousand Nine Hundred Eighty-Eight US Dollars Forty Cents (USD$17,988.40).

"**Deferred Revenue**" is all amounts received or invoiced in advance of performance under contracts and not yet recognized as revenue.

"Draw Period Extension Event" delivery by Borrower to Bank, of evidence satisfactory to Bank in its sole discretion that Borrower has achieved trailing twelve month total revenue, determined in accordance with non-IFRS, of at least CDN$15,000,000 by September 30, 2022.

"**Drop ULC**" means DROP TECHNOLOGIES HOLDINGS ULC, an unlimited liability company organized under the laws of the Alberta.

"**Eligible Accounts**" means Accounts owing to Borrower which arise in the ordinary course of Borrower's business that meet all Borrower's representations and warranties in Section 5.11, that have been, at the option of Bank, confirmed in accordance with Section 6.13(f) of this Agreement, and are due and owing from Account Debtors deemed creditworthy by Bank in its sole discretion. Bank reserves the right, at any time after the Effective Date, in its sole discretion in each instance, upon prior written notice to Borrower to either (i) adjust any of the criteria set forth below and to establish new criteria or (ii) deem any Accounts owing from a particular Account Debtor or Account Debtors to not meet the criteria to be Eligible Accounts. Unless Bank otherwise agrees in writing, Eligible Accounts shall not include:

(a) Accounts (i) for which the Account Debtor is Borrower's Affiliate, officer, employee, investor, or agent, or (ii) that are intercompany Accounts;

(b) Accounts that the Account Debtor has not paid within ninety (90) days of invoice date regardless of invoice payment period terms;

(c) Accounts with Account Debtors, the credit balances for which are over ninety (90) days from invoice date;

(d) Accounts owing from an Account Debtor if fifty percent (50%) or more of the Accounts owing from such Account Debtor have not been paid within one ninety (90) days of invoice date;

(e) Accounts owing from an Account Debtor (i) which does not have its principal place of business in Canada or the United States or (ii) whose billing address (as set forth in the applicable invoice for such Account) is not in Canada or the United States, unless in the case of both (i) and (ii) such Accounts are otherwise approved by Bank in writing;

(f) Accounts billed from and/or payable to Borrower outside of Canada or the United States (sometimes called foreign invoiced accounts);

(g) Accounts in which Bank does not have a first priority, perfected security interest under all applicable laws;

(h) Accounts billed and/or payable in a Currency other than Canadian Dollars or US Dollars;

(i) Accounts owing from an Account Debtor to the extent that Borrower is indebted or obligated in any manner to the Account Debtor (as creditor, lessor, supplier or otherwise - sometimes called "contra" accounts, accounts payable, customer deposits or credit accounts);

(j) Accounts with or in respect of accruals for marketing allowances, incentive rebates, price protection, cooperative advertising and other similar marketing credits, unless otherwise approved by Bank in writing;

(k) Accounts owing from an Account Debtor which is a Canadian or United States government entity or any department, agency, or instrumentality thereof unless Borrower has assigned its payment rights to Bank and the assignment has been acknowledged under the Financial Administration Act (Canada) or any equivalent provincial statute, as applicable or the Federal Assignment of Claims Act of 1940, as applicable, as amended;

(l) Accounts with customer deposits and/or with respect to which Borrower has received an upfront payment, to the extent of such customer deposit and/or upfront payment;

(m) Accounts for demonstration or promotional equipment, or in which goods are consigned, or sold on a "sale guaranteed", "sale or return", "sale on approval", or other terms if Account Debtor's payment may be conditional;

(n) Accounts owing from an Account Debtor where goods or services have not yet been rendered to the Account Debtor (sometimes called memo billings or pre-billings); for certainty, otherwise Eligible Accounts billed by Borrower to customers of Borrower at the beginning of any such customer's rental contract with Borrower's before the end of the term of the applicable rental arrangement is complete shall be Eligible Accounts;

(o) Accounts subject to contractual arrangements between Borrower and an Account Debtor where payments shall be scheduled or due according to completion or fulfillment requirements (sometimes called contracts accounts receivable, progress billings, milestone billings, or fulfillment contracts);

(p) Accounts owing from an Account Debtor the amount of which may be subject to withholding based on the Account Debtor's satisfaction of Borrower's complete performance (but only to the extent of the amount withheld; sometimes called retainage billings);

(q) Accounts subject to trust provisions, subrogation rights of a bonding company, or a statutory trust;

(r) Accounts owing from an Account Debtor that has been invoiced for goods that have not been shipped to the Account Debtor unless Bank, Borrower, and the Account Debtor have entered into an agreement acceptable to Bank wherein the Account Debtor

acknowledges that (i) it has title to and has ownership of the goods wherever located, (ii) a bona fide sale of the goods has occurred, and (iii) it owes payment for such goods in accordance with invoices from Borrower (sometimes called "bill and hold" accounts);

(s) Accounts for which the Account Debtor has not been invoiced;

(t) Accounts that represent non-trade receivables or that are derived by means other than in the ordinary course of Borrower's business;

(u) Accounts for which Borrower has permitted Account Debtor's payment to extend beyond ninety (90) days (including Accounts with a due date that is more than ninety (90) days from invoice date);

(v) Accounts arising from chargebacks, debit memos or other payment deductions taken by an Account Debtor;

(w) Accounts arising from product returns and/or exchanges (sometimes called "warranty" or "RMA" accounts);

(x) Accounts in which the Account Debtor disputes liability or makes any claim (but only up to the disputed or claimed amount), or if the Account Debtor is subject to an Insolvency Proceeding (whether voluntary or involuntary), or becomes insolvent, or goes out of business;

(y) Accounts owing from an Account Debtor with respect to which Borrower has received Deferred Revenue (but only to the extent of such Deferred Revenue), excluding Deferred Revenue with respect to fixed term software or maintenance;

(z) Accounts owing from an Account Debtor, whose total obligations to Borrower exceed twenty-five percent (25.0%) of all Accounts; and

(aa) Accounts subject to privileged solicitor client communication.

"**Federal Tax Credits**" means investment tax credits earned or arising under the Scientific Research and Experimental Development Tax Incentive Program, in effect from time to time, as administered by the Canada Revenue Agency and any applicable provincial taxing authority, which are earned by and owing to Borrower by Her Majesty the Queen in right of Canada properly claimed or to be claimed by Borrower in its annual federal corporate tax return (such return to be filed within one hundred eighty (180) days of Borrower's fiscal year end) and certified as such by Borrower's auditor or consultant and that are acceptable to Bank in all respects.

"**Filed Tax Credits**" are Borrower's filed Federal Tax Credits and Provincial Tax Credits supported by a copy of the filed application (together with all supporting documentation) for such tax credit.

"**Filed Tax Credit Receivable**" means the proceeds received by Borrower from the applicable Governmental Authority in respect of the Filed Tax Credits.

"**Fifth Amendment Effective Date**" is January 12, 2022.

"**Financial Statement Repository**" is Bank's e-mail address, GroupCanadaEastReporting@svb.com, or such other means of collecting information approved and designated by Bank after providing notice thereof to Borrower from time to time.

"**Initial Advance**" is the first Advance (made under the Revolving Line) to Borrower.

"**Initial Audit**" is Bank's inspection of Borrower's Accounts, the Collateral, and Borrower's Books, with results satisfactory to Bank in its sole and absolute discretion.

"**Liquidity**" is, at any time, the difference of (a) the aggregate amount of unrestricted and unencumbered cash and Cash Equivalents held at such time by Borrower in Deposit Accounts or Securities Accounts maintained with Bank or its Affiliates or in the Existing Accounts or in Deposit Accounts or Securities Accounts maintained by other financial institutions that are subject to a control or a blocked account agreement in favour of Bank, plus the Availability Amount and (b) accumulate points liability for cost related to user balances over 25,000 points (or the minimum point balance threshold for point redemption), as reported on the Borrower's balance sheet on a consolidated basis for Borrower.

Non-formula Sublimit Amount" means (a) from the Fifth Amendment Effective Date through to March 31, 2022, Three Million US Dollars (USD$3,000,000); (b) from April 1, 2022 through to June 30, 2022, Two Million Seven Hundred Fifty Thousand US Dollars (USD$2,750,000); (c) from July 1, 2022 through to September 30, 2022, Two Million Five Hundred Thousand US Dollars (USD$2,500,000); (d) from October 1, 2022 through to December 31, 2022, Two Million Two Hundred Fifty Hundred Thousand US Dollars (USD$2,250,000); (e) from January 1, 2023 through to February 28, 2023, Two Million US Dollars (USD$2,000,000); and, if applicable, on the first day of each fiscal quarter thereafter the "Non-formula Sublimit Amount) shall be reduced by Two Hundred Thousand US Dollars (USD$250,000).

"**Overadvance**" is defined in 2.1.6(d).

"**Priority Payables**" means, with respect to any Person, any amount payable or accrued by such Person which is secured by a Lien which ranks or is capable of ranking prior to or pari passu with the Liens created by the Loan Documents, including amounts owing for wages, vacation pay, severance pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of GST input credits), income tax, workers compensation, government royalties, pension fund obligations including employee and employer pension plan contributions (including "normal cost", "special payments" and any other payments in respect of any funding deficiencies or shortfalls), overdue rents or taxes, and other statutory or other claims that have or may have priority over, or rank pari passu with, such Liens created by the Loan Documents.

"**Provincial Tax Credits**" means investment tax credits earned or arising under the Scientific Research and Experimental Development Tax Incentive Program, in effect from time to time, as administered by the Canada Revenue Agency and any applicable provincial taxing authority, which are earned by and owing to Borrower by the Province of British Columbia properly claimed or to be claimed by Borrower in its annual provincial corporate tax return (such return to be filed within one hundred eighty (180) days of Borrower's fiscal year end) and certified as such by Borrower's auditor or consultant and that are acceptable to Bank in all respects.

"**Reserves**" means, as of any date of determination, such amounts as Bank may from time to time establish and revise in its good faith business judgment, reducing the amount of Advances and other financial accommodations which would otherwise be available to Borrower (a) to reflect events, conditions, contingencies or risks which, as determined by Bank in its good faith business judgment, do or may adversely affect (i) the Collateral or any other property which is security for the Obligations or its value (including without limitation any increase in delinquencies of Accounts), (ii) the assets, business or prospects of Borrower or any Guarantor, or (iii) the security interests and other rights of Bank in the Collateral (including the enforceability, perfection and priority thereof); or (b) to reflect Bank's reasonable belief that any collateral report or financial information furnished by or on behalf of Borrower or any Guarantor to Bank is or may have been incomplete, inaccurate or misleading in any material respect; or (c) in respect of any state of facts which Bank determines constitutes an Event of Default or may, with notice or passage of time or both, constitute an Event of Default.

"**Revolving Line**" is (a) prior to completion of the Initial Audit, an aggregate principal amount equal to Three Million US Dollars (USD$3,000,000); and (b) after completion of the Initial Audit, an aggregate principal amount equal to Six Million US Dollars (USD$6,000,000).

"**Revolving Line Maturity Date**" is 548 days from the Fifth Amendment Effective Date.

"**Streamline Balance**" is defined in the definition of Streamline Period.

"**Streamline Period**" is, on and after the date that the Cash Collateral Account has been setup and established in accordance with Section 6.12(c) of this Agreement, provided no Event of Default has occurred and is continuing, the period (a) commencing on the first day of the month following the day that Borrower provides to Bank a written report that Borrower has, for the immediately preceding month maintained Liquidity of at least Ten Million Five Hundred Thousand Canadian Dollars (CDN$10,500,000), as determined by Bank in its discretion (the "**Streamline Balance**"); and (b) terminating on the earlier to occur of (i) the occurrence of an Event of Default, and (ii) the first day thereafter in which Borrower fails to maintain the Streamline Balance, as determined by Bank in its discretion. Upon the termination of a Streamline Period, Borrower must maintain the Streamline Balance each consecutive day for one (1) fiscal quarter as determined by Bank in its discretion, prior to entering into a subsequent Streamline Period. Borrower shall give Bank prior written notice of Borrower's election to enter into any such Streamline Period, and each such Streamline Period shall commence on the first day of the monthly period following the date Bank determines, in its reasonable discretion, that the Streamline Balance has been achieved.

"**Specified Affiliate**" is any Person (a) more than ten percent (10.0%) of whose aggregate issued and outstanding equity or ownership securities or interests, voting, non-voting or both, are owned or held directly or indirectly, beneficially or of record, by Borrower, and/or (b) whose equity or ownership securities or interests representing more than ten percent (10.0%) of such Person's total outstanding combined voting power are owned or held directly or indirectly, beneficially or of record, by Borrower.

"**Tranche 1 2022 Term Loan Advance**" is defined in Section 2.1.5(a).

"**Tranche 2 2022 Term Loan Advance**" is defined in Section 2.1.5(a).

"**Tranche 2 2022 Term Loan Event**" means delivery by Canadian Borrower to Bank, after the Fifth Amendment Effective Date, of evidence satisfactory to Bank in its sole discretion that Borrower has received at least USD$8,500,000 of additional gross proceeds from the sale and issuance of Canadian Borrower's Series C Convertible Preferred Shares following Canadian Borrower's receipt of USD$21,500,000 from the initial closing sale and issuance of Canadian Borrower's Series C Convertible Preferred Shares, for aggregate gross proceeds received by Canadian Borrower from both such closings totaling at least USD$30,000,000 by November 30, 2021.

"**Tranche 3 2022 Term Loan Advance**" is defined in Section 2.1.5(a).

"**Tranche 3 2022 Term Loan Event**" means (a) the occurrence of the Tranche 2 2022 Term Loan Event and (b) delivery by Canadian Borrower to Bank, after the Fifth Amendment Effective Date, of evidence satisfactory to Bank in its sole discretion that Canadian Borrower has received at least USD$5,000,000 of additional gross proceeds from the sale and issuance of Canadian Borrower's Series C Convertible Preferred Shares for aggregate gross proceeds received Canadian Borrower from sale and issuance of Canadian Borrower's Series C Convertible Preferred Shares of at least USD$35,000,000 by December 31, 2021.

"**Tranche 4 2022 Term Loan Advance**" is defined in Section 2.1.5(a).

"**Tranche 4 Term Loan Event**" means the occurrence of the Tranche 4 A 2022 Term Loan Event or Tranche 4 B 2022 Term Loan Event, as applicable.

"**Tranche 4 A 2022 Term Loan Event**" means (a) the occurrence of the Tranche 2 2022 Term Loan Event and (b) delivery by Borrower to Bank, after the Fifth Amendment Effective Date, of evidence satisfactory to Bank in its sole discretion that Borrower has achieved trailing twelve month total revenue, determined in accordance with non-IFRS, of at least CDN$15,000,000 but less than CDN$17,999,999 by September 30, 2022.

"**Tranche 4 B 2022 Term Loan Event**" means (a) the occurrence of the Tranche 2 2022 Term Loan Event and (b) delivery by Borrower to Bank, after the Fifth Amendment Effective Date, of evidence satisfactory to Bank in its sole discretion that Borrower has achieved trailing twelve month total revenue, determined in accordance with non-IFRS, of at least CDN$18,000,000 by September 30, 2022.

"**ULC**" means an issuer of any shares or other equity interests that is an unlimited company, unlimited liability company or unlimited liability corporation.

"**ULC laws**" means the *Business Corporations Act* (Alberta), *Companies Act* (Nova Scotia), the *Business Corporations Act* (British Columbia) and any other present or future laws governing ULCs.

"**ULC shares**" means shares or other equity interests in the capital stock of a ULC.

"**WURA**" means *Winding Up and Restructuring Act* (Canada).

5.33 Exhibit A (Collateral). The description of Collateral appearing as **Exhibit A** to the Loan Agreement is deleted in its entirety and replaced with the description of Collateral attached as **Schedule 1** hereto.

5.34 Exhibit B (Compliance Statement). The Compliance Certificate appearing as **Exhibit B** to the Loan Agreement is deleted in its entirety and replaced with the Compliance Statement attached as **Schedule 2** hereto.

5.35 Exhibit C (Payment/Advance Form). The Payment/Advance Form appearing as **Exhibit C** to the Loan Agreement is deleted in its entirety and replaced with the Payment/Advance Form attached as **Schedule 3** hereto.

6. Limitation of Amendments.

6.1 The amendments set forth in Section 5, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

6.2 This Agreement shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

7. Acknowledgement. Borrower hereby acknowledges and confirms that from and after the Fifth Amendment Effective Date, Bank under the Loan Agreement and the other Loan Documents is Silicon Valley Bank operating through its Canadian branch, which is an authorized foreign bank branch under the *Bank Act* (Canada), with offices located at 161 Bay Street, Suite 4410, Toronto, Ontario M5J 2S1.

8. Representations and Warranties. To induce Bank to enter into this Agreement, Borrower hereby represents and warrants to Bank as follows:

8.1 Immediately after giving effect to this Agreement (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

8.2 Borrower has the power and authority to execute and deliver this Agreement and to perform its obligations under the Loan Agreement, as amended by this Agreement;

8.3 The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

8.4 The execution and delivery by Borrower of this Agreement and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Agreement, have been duly authorized;

8.5 The execution and delivery by Borrower of this Agreement and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Agreement, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

8.6 The execution and delivery by Borrower of this Agreement and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Agreement, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with,

or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made.

9. This Agreement has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

10. Perfection Certificates. Each Borrower has delivered an updated Perfection Certificate in connection with this Agreement dated as of the date hereof (the "**Updated Perfection Certificate**"), which Updated Perfection Certificate shall supersede in all respects that certain Perfection Certificate by Borrower dated as of Third Amendment Effective Date as supplemented with disclosures made by Borrower on the Fourth Amendment Effective Date. All references in the Loan Agreement to "Perfection Certificate" shall hereinafter be deemed to be a reference to the Updated Perfection Certificate.

11. Integration. This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

12. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

13. Electronic Execution of Documents. The words "execution," "signed," "signature" and words of like import in any Loan Document, including this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, the *Electronic Commerce Act, 2000* (Ontario).

14. Choice of Law. The provisions of Section 11 of the Loan Agreement (as amended by this Agreement) apply to this Agreement.

15. Effectiveness. This Agreement shall be deemed effective upon: (i) the due execution and delivery to Bank of this Agreement by each party hereto; (ii) delivery to Bank of an officer's certificate of Borrower with respect to Borrower's articles, by-laws, shareholders' agreement (as applicable), incumbency and resolutions authorizing the execution and delivery of this Agreement; (iii) certified copies, dated as of a recent date, of UCC, PPSA and other lien searches of Borrower, as Bank may request and which shall be obtained by Bank, accompanied by written evidence (including any UCC termination statements, PPSA termination statements or PPSA confirmations/estoppels, as applicable) that the Liens revealed in any such searches either will be terminated prior to or in connection with this Agreement, or will constitute Permitted Liens; notice of assignment to the Canadian Revenue Agency duly executed by Canadian Borrower with respect to all of Canadian Borrower's Filed Tax Credits (iv) Bank's receipt of Canadian Borrower's signature to the 2022 Warrant; (v) the Updated Perfection Certificates, duly executed by Borrower; (vi) delivery to Bank of a legal opinion of Borrower's Canadian counsel; and (vii) such other documents as Bank may reasonably request.

16. Post-Closing Matter. Borrower shall, within thirty (30) days of the Fifth Amendment Effective Date, deliver to Bank a duly executed Control Agreement with RBC Dominion Securities Inc. covering the two (2) Securities Accounts described in Canadian Borrower's Updated Perfection Certificate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

BORROWER:

DROP TECHNOLOGIES INC.

By Derrick Fung
Name: Derrick Fung
Title: Chief Executive Officer

DROP TECHNOLOGIES USA INC.

By Derrick Fung
Name: Derrick Fung
Title: President

DROP TECHNOLOGIES HOLDINGS ULC

By Derrick Fung
Name: Derrick Fung
Title: President

BANK:

SILICON VALLEY BANK

By Mark Kiyonaga
Name: Mark Kiyonaga
Title: Vice-President

Schedule 1

EXHIBIT A – COLLATERAL

1. "**Collateral**" means all of the present and future:

(a) undertakings;

(b) interests; and

(c) Personal Property;

of Borrower, including Books and Records, Contracts and Permits, and including all such property in which Borrower now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by Borrower, and all Proceeds of any of the foregoing, wherever located.

2. Capitalized terms used but not otherwise defined in this Exhibit A shall have the meanings given to them in the Loan Agreement, and the following terms have the following meanings:

"**Accessions**", "**Chattel Paper**", "**Document of Title**", "**Equipment**", "**Goods**", "**Instrument**", "**Intangible**", "**Inventory**", "**Investment Property**", and "**Money**" have the meanings given to them in the Code.

"**Books and Records**" means all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the undertakings, interests and Personal Property of Borrower which are at any time owned by Borrower or to which Borrower (or any Person on Borrower's behalf) has access.

"**Personal Property**" means personal property and includes Accounts (including all present and future tax credits, tax refunds and other sums of a similar nature due to Borrower by any fiscal authority), Chattel Paper, Documents of Title, Equipment, Goods, Instruments, Intangibles, Inventory, Investment Property and Money and includes all Accessions to any of the foregoing; notwithstanding the foregoing, Personal Property shall not include any Intellectual Property provided, however, Personal Property shall include all Accounts and Proceeds of Intellectual Property).

Schedule 2

COMPLIANCE STATEMENT

TO: SILICON VALLEY BANK Date: _____
FROM: DROP TECHNOLOGIES INC.
DROP TECHNOLOGIES USA INC.
DROP TECHNOLOGIES HOLDINGS ULC
(collectively "**Borrower**")

The undersigned authorized officer of Borrower certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "**Agreement**"):

Borrower is in complete compliance for the period ending _____ with all required covenants except as noted below. Attached are the required documents evidencing such compliance, setting forth calculations prepared in accordance with IFRS (unless otherwise provided in the Agreement) consistently applied from one period to the next except as explained in an accompanying letter or footnotes. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement. Attached are the required documents supporting the certification.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenants	**Required**	**Complies**
Monthly financial statements with Compliance Statement	Monthly within 30 days	Yes No
Annual financial statements (CPA Audited)	FYE within 180 days	Yes No
A/R & A/P Agings, KPI report	Within 30 days after the end of each month	Yes No
Borrower's points liability report	Within 30 days after the end of each month	Yes No
Borrowing Base Statement	Within 7 days after the end of each month	Yes No
Board approved projections	FYE within 30 days and as amended/updated	Yes No

Account Balances				
Financial Institution	**Country**	**Denomination**	**Amount**	**mm/dd/yyyy**

Financial Covenant	**Required**	**Actual**	**Complies**
Maintain on a Quarterly Basis:			
Minimum Revenue*	CDN$	CDN$	Yes No N/A

**As set forth in Section 6.15(a) of the Agreement.*

Financial Covenant	**Required**	**Actual**	**Complies**
Maintain at all times (tested monthly)			
Liquidity	*CDN$7,500,000	CDN$_____ _____	Yes No N/A

**As set forth in Section 6.15(b) of the Agreement.*

Streamline Period	**Applies**
Is Borrower's Liquidity greater than or equal to CDN$10,500,000? If yes then Streamline Period applies	Yes No N/A

The following financial covenant and Streamline Period analyses and information set forth in Schedule 1 attached hereto are true and accurate as of the date of this Certificate

Other Matters

Have there been any amendments of or other changes to the capitalization table of Borrower and to the Operating Documents of Borrower or any of its Subsidiaries? If yes, provide copies of any such amendments or changes with this Compliance Certificate.	Yes	No
Has the Tranche 2 2022 Term Loan Event? If yes, please provide evidence of same to Bank (unless otherwise previously provided).	Yes	No
Has the Tranche 3 2022 Term Loan Event? If yes, please provide evidence of same to Bank (unless otherwise previously provided).	Yes	No
Has the Tranche 4 A 2022 Term Loan Event? If yes, please provide evidence of same to Bank (unless otherwise previously provided).	Yes	No
Has the Tranche 4 B 2022 Term Loan Event? If yes, please provide evidence of same to Bank (unless otherwise previously provided).	Yes	No

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

Schedule 1 to Compliance Statement

Financial Covenants of Borrower

In the event of a conflict between this Schedule and the Loan Agreement, the terms of the Loan Agreement shall govern.

Dated: _____

I. **MINIMUM REVENUE** (Section 6.15(a))

Required: Maintain as of the last day of each calendar quarter after the Initial Advance and when amounts are outstanding under the Revolving Line, computed on a consolidated basis with respect to Borrower, minimum net revenue, determined in accordance with non-IFRS consistent with past practice, in an amount not less than the following:

Period	Revenue
Trailing six-month period ended September 30, 2021	CDN$4,200,000
Trailing six-month period ended December 31, 2021	CDN$6,400,000
Trailing six-month period ended March 31, 2022	CDN$_____*
Trailing six-month period ended June 30, 2022	CDN$_____*
Trailing six-month period ended September 30, 2022	CDN$_____*
Trailing six-month period ended December 31, 2022	CDN$_____*

** Borrower and Bank shall mutually agree in writing, on or before February 28, 2022, to minimum revenue covenant levels.*

To be tested only after the Initial Advance and when amounts are outstanding under the Revolving Line.

Actual: $_____

_____ No, not in compliance _____ Yes, in compliance _____ Not Applicable

II. LIQUIDITY (Section 6.15(b))

Required: Maintain at all times after the Initial Advance and when amounts are outstanding under the Revolving Line, subject to periodic reporting as of the last day of each month, on a consolidated basis with respect to Borrower, Liquidity of at least CDN$7,500,000.

Actual:

A.	Unrestricted and unencumbered cash and Cash Equivalents	CDN$_____
B.	The Availability Amount	CDN$_____
C.	Accumulate points liability for cost related to user balances over 25,000 points (or the minimum point balance threshold for point redemption)	CDN$_____
D.	Liquidity (line A, plus B minus line C)	CDN$_____

Is line D equal to or greater than CDN$7,500,000?

_____ No, not in compliance _____ Yes, in compliance _____ Not Applicable

To be tested only after the Initial Advance and when amounts are outstanding under the Revolving Line.

Streamline Period

Is Line D greater than or equal to CDN$10,500,000?

_____ No, Streamline Period not in effect _____ Yes, Streamline Period in effect _____ Not Applicable

In the event of a conflict between this Schedule and the Loan Agreement, the terms of the Loan Agreement shall govern.

Schedule 3

LOAN PAYMENT/ADVANCE REQUEST FORM

DEADLINE FOR SAME DAY PROCESSING IS NOON EASTERN TIME

Fax To: Date: _____

LOAN PAYMENT:

DROP TECHNOLOGIES INC./DROP TECHNOLOGIES USA INC./ DROP TECHNOLOGIES HOLDINGS ULC

From Account #_____ To Account #_____
(Deposit Account #) (Loan Account #)

Principal USD$_____
and/or Interest USD$_____

Authorized Signature:_____ Phone Number: _____
Print Name/Title: _____

LOAN ADVANCE:

Complete *Outgoing Wire Request* section below if all or a portion of the funds from this loan advance are for an outgoing wire.

From Account #_____ To Account #_____
(Loan Account #) (Deposit Account #)

Amount of Term Loan Advance USD$_____

All Borrower's representations and warranties in the Loan and Security Agreement are true, correct and complete in all material respects on the date of the request for an advance; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date:

Authorized Signature:_____ Phone Number: _____
Print Name/Title: _____

OUTGOING WIRE REQUEST:

Complete only if all or a portion of funds from the loan advance above is to be wired.
Deadline for same day processing is noon (Eastern Time)

Beneficiary Name: _____ Amount of Wire: USD$_____
Beneficiary Bank: _____ Account Number: _____
City and Province: _____

Beneficiary Bank Transit (ABA) #: _____ Beneficiary Bank Code (Swift, Sort, Chip, etc.): _____
(For International Wire Only)

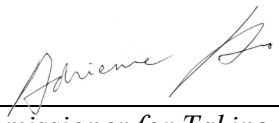
Intermediary Bank: _____ Transit (ABA) #: _____
For Further Credit to: _____

Special Instruction: _____

By signing below, I (we) acknowledge and agree that my (our) funds transfer request shall be processed in accordance with and subject to the terms and conditions set forth in the agreements(s) covering funds transfer service(s), which agreements(s) were previously received and executed by me (us).

Authorized Signature: _____ 2nd Signature (if required): _____
Print Name/Title: _____ Print Name/Title: _____
Telephone #: _____ Telephone #: _____

This is Exhibit "L" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

January 27, 2022

Drop Technologies Inc.
Drop Technologies USA Inc.
Drop Technologies Holdings ULC
103 Richmond Street East #202
Toronto, Ontario M5C 1N9

Re: Loan and Security Agreement

Dear Derrick Fung:

This letter is written in connection with that certain Loan and Security Agreement by and between (i) **SILICON VALLEY BANK**, an authorized foreign bank under the *Bank Act* (Canada) ("**Bank**"), and (ii) **DROP TECHNOLOGIES INC.** (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada ("**Canadian Borrower**"), **DROP TECHNOLOGIES USA INC.**, a corporation organized under the laws of the State of Delaware ("**US Borrower**") and **DROP TECHNOLOGIES HOLDINGS ULC**, an unlimited liability company organized under the laws of the Alberta ("**Drop ULC**" and together with Canadian Borrower and US Borrower, jointly and severally, individually and collectively, "**Borrower**"), dated as of September 14, 2017, as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2018, as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement dated as of September 13, 2019, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of December 8, 2020, as further amended by that certain Wavier and Fourth Amendment to Loan and Security Agreement dated as of September 27, 2021 and as further amended by that certain Joinder and Firth Amendment to Loan and Security Agreement dated as of January 12, 2022 (as may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

Section 2.1.5(a) of the Loan Agreement is amended by deleting "(iii) term loan advances up to an aggregate amount not to exceed (a) One Million US Dollars (USD$1,000,000), if the Tranche 4 A 2022 Term Loan Event has occurred or (b) Two Million US Dollars (USD$2,000,00), if the Tranche 4 B 2022 Term Loan Event has occurred, (each a "Tranche 4 2022 Term Loan Advance" and collectively, the "Tranche 4 2022 Term Loan Advances"), but only after the occurrence of the Tranche 4 2022 Term Loan Event; provided that the aggregate principal amount of the Tranche 2 Term Loan Advances, Tranche 3 Term Loan Advances and Tranche 4 Term Loan Advances, shall not exceed Three Million Five Hundred Thousand US Dollars (USD$3,500,000) in the aggregate." and replacing such text with the following:

> "(iii) term loan advances up to an aggregate amount not to exceed (a) One Million US Dollars (USD$1,000,000), if the Tranche 4 A 2022 Term Loan Event has occurred or (b) Two Million US Dollars (USD$2,000,000), if the Tranche 4 B 2022 Term Loan Event has occurred (each a "**Tranche 4 2022 Term Loan Advance**" and collectively, the "**Tranche 4 2022 Term Loan Advances**"), but only after the occurrence of the Tranche 4 2022 Term Loan Event; provided that the aggregate principal amount of the Tranche 2 Term Loan Advances, Tranche 3 Term Loan Advances and Tranche 4 Term Loan Advances, shall not exceed Three Million Five Hundred Thousand US Dollars (USD$3,500,000) in the aggregate."

By signing below and returning a copy of this letter to Bank, Borrower acknowledges that the Loan Agreement has not been amended in any way, other than as referenced above. In entering into this letter, Bank is relying upon Borrower's representations, warranties, and agreements, as set forth in the Loan Agreement. Except as expressly provided for herein pursuant to this letter, the terms of the Loan Agreement remain unchanged and in full force and effect. Bank's agreement to modify the Loan Agreement in accordance with the provisions set forth in this letter in no way obligate Bank to make any future waivers or modifications to the Loan Agreement. Nothing in this letter shall constitute a satisfaction of the Borrowers indebtedness to Bank. It is the intention of Bank and Borrower to retain as liable parties all makes and endorsers of the Loan Agreement, unless the party is expressly released by Bank in writing. No maker or endorser will be released by virtue of this letter. The terms of this paragraph apply not only to this letter, but also to all subsequent loan modification agreements.

The provisions of this letter shall not be deemed effective until such time as Borrower shall have returned a countersigned copy to Bank.

Very truly yours,

SILICON VALLEY BANK

By: Mark Kiyonaga
Name: Mark Kiyonaga
Title: Vice-President

By executing below, the undersigned acknowledges and confirms the effectiveness of this letter.

DROP TECHNOLOGIES INC.

By Derrick Fung
Name: Derrick Fung
Title: Chief Executive Officer

DROP TECHNOLOGIES USA INC.

By Derrick Fung
Name: Derrick Fung
Title: President

DROP TECHNOLOGIES HOLDINGS ULC

By Derrick Fung
Name: Derrick Fung
Title: President

DocuSign Envelope ID: A9341691-9427-4FD1-83FA-903A4CF16C48

svb

Silicon Valley Bank

Deferral Agreement

Deferral Agreement Effective Date:	April 7 , 20 20
Loan Agreement Date *(use restated date if applicable):*	September 14 , 20 17
Borrower:	DROP TECHNOLOGIES INC.
	☑ If this box is checked, additional Borrowers ("**Additional Borrowers**") are listed in the **Annex** attached hereto (Borrower and such Additional Borrowers, collectively, "**Borrower**").
Loan Agreement:	That certain Loan and Security Agreement, dated as of the Loan Agreement Date, between Borrower, Additional Borrowers, if any, and Silicon Valley Bank ("**Bank**"), as amended, restated or otherwise modified and in effect from time to time.
Guarantor(s) or Pledgor(s):	☐ If this box is checked, the obligations of Borrower are guaranteed or secured by a pledge of assets and the Consent and Ratification attached hereto shall apply and must be completed for each Guarantor and/or Pledgor.

Reference is made to the Loan Agreement and the other terms defined herein. Borrower and Bank hereby agree to the Terms and Conditions attached hereto and any applicable Annex and/or Consent and Ratification attached hereto, each of which is incorporated herein by reference (collectively, the "**Deferral Agreement**").

BANK:

SILICON VALLEY BANK

By: DocuSigned by: Christopher Leary ADD6956FAC5C40C...

Christopher Leary

Name

Director

Title

BORROWER:

DROP TECHNOLOGIES INC.

By: DocuSigned by: Derrick Fung F9F1CE4498C3475...

Derrick Fung

Name

Derrick Fung

Title

By: _____

Name

Title

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1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. Interest Payments. Borrower shall at all times continue to make regularly scheduled monthly payments of accrued interest on each applicable payment date under the Loan Agreement.

3. Extension of Principal Payment Dates.

   a. The payment dates for all monthly payments of principal in respect of any term loans (but not any other facilities) which are due following the Deferral Agreement Effective Date shall each be extended by six (6) months.

   b. To the extent that the Loan Agreement permits Borrower to extend the period during which Borrower is only required to make payments of accrued interest (and no principal payments) (the "**Interest Only Period**") upon achieving one or more milestones or other thresholds, which milestones or thresholds have not yet been achieved as of the Deferral Agreement Effective Date, by execution of the Deferral Agreement, Borrower agrees that (a) the six (6) month extension of the Interest Only Period provided for by this Deferral Agreement shall supersede and replace any and all extensions of the Interest Only Period set forth in the Loan Agreement, and (b) any and all extensions of the Interest Only Period set forth in the Loan Agreement as of the Deferral Agreement Effective Date are hereby void, and shall be of no further force and effect. Nothing herein shall be construed as a modification or amendment of the existing terms and conditions in the Loan Agreement that provide for Bank to increase availability or to make additional advances or extensions of credit to Borrower, including if such increase or additional advances or extensions of credit require Borrower to achieve the same milestone or threshold that would have previously extended the Interest Only Period prior to Borrower entering into this Deferral Agreement.

   c. The amount of each monthly payment of principal following the extension shall be the same as the amount of the scheduled monthly payment of principal prior to the Deferral Agreement Effective Date.

   d. All deferred principal payments shall continue to be secured by all Collateral granted or pledged to Bank under the Loan Documents.

4. Extension of Maturity Date. The maturity date(s) for all term loans (but not any other facilities) under the Loan Agreement that occur after the Deferral Agreement Effective Date shall be extended by six (6) months, and the corresponding definitions of such maturity dates in the Loan Agreement shall be deemed to be amended accordingly.

5. Representations and Warranties. Borrower hereby represents and warrants that (a) Borrower has the power and authority to execute and deliver to Bank the Deferral Agreement, (b) the execution and delivery to Bank by Borrower of the Deferral Agreement and the performance of Borrower's obligations under the Loan Agreement, as amended by the Deferral Agreement, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made and (c) the Deferral Agreement has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws and equitable principals relating to or affecting creditors rights.

6. Ratification. Borrower hereby ratifies, confirms, and reaffirms all terms and conditions of all Loan Documents and all security or other collateral granted to Bank, and confirms that the indebtedness secured thereby includes, without limitation, the Obligations and all deferred principal payments.

7. Release. For good and valuable consideration, Borrower hereby forever relieves, releases, and discharges Bank and its present or former employees, officers, directors, agents, representatives, attorneys, and each of them, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses, actions and causes of action, of every type, kind, nature, description or character whatsoever, whether known or unknown, suspected or unsuspected, absolute or contingent, arising out of or in any manner whatsoever connected with or related to facts,

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circumstances, issues, controversies or claims existing or arising from the beginning of time through and including the date of execution hereof (collectively "**Released Claims**"). Without limiting the foregoing, the Released Claims shall include any and all liabilities or claims arising out of or in any manner whatsoever connected with or related to the Loan Documents, any instruments, agreements or documents executed in connection with any of the foregoing or the origination, negotiation, administration, servicing or enforcement of any of the foregoing. Borrower expressly acknowledges and waives any and all rights under Section 1542 of the California Civil Code, which provides that:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

By entering into this release, Borrower recognizes that no facts or representations are ever absolutely certain and it may hereafter discover facts in addition to or different from those which it presently knows or believes to be true, but that it is the intention of Borrower hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected; accordingly, if Borrower should subsequently discover that any fact that it relied upon in entering into this release was untrue, or that any understanding of the facts was incorrect, Borrower shall not be entitled to set aside this release by reason thereof, regardless of any claim of mistake of fact or law or any other circumstances whatsoever. Borrower acknowledges that it is not relying upon and has not relied upon any representation or statement made by Bank with respect to the facts underlying this release or with regard to any of such party's rights or asserted rights. This release may be pleaded as a full and complete defense and/or as a cross-complaint or counterclaim against any action, suit, or other proceeding that may be instituted, prosecuted or attempted in breach of this release. Borrower acknowledges that the release contained herein constitutes a material inducement to Bank to enter into the Deferral Agreement, and that Bank would not have done so but for Bank's expectation that such release is valid and enforceable in all events. Borrower hereby represents and warrants to Bank, and Bank is relying thereon, that (a), except as expressly stated herein, neither Bank nor any agent, employee or representative of Bank has made any statement or representation to Borrower regarding any fact relied upon by Borrower in entering into the Deferral Agreement, (b) Borrower has made such investigation of the facts pertaining hereto and all of the matters appertaining thereto, as it deems necessary; (c) the terms hereof are contractual and not a mere recital; (d) the Deferral Agreement has been carefully read by Borrower, the contents hereof are known and understood by Borrower, and the Deferral Agreement is signed freely, and without duress, by Borrower and (e) Borrower represents and warrants that it is the sole and lawful owner of all right, title and interest in and to every claim and every other matter which it releases herein, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm or entity any claims or other matters herein released. Borrower shall indemnify Bank, defend and hold it harmless from and against all claims based upon or arising in connection with prior assignments or purported assignments or transfers of any claims or matters released herein.

8. Full Force and Effect; Limitations of Deferral Agreement. Other than as expressly provided in the Deferral Agreement, the terms of the Loan Agreement remain in full force and effect. Bank's agreement to defer principal payments pursuant to the Deferral Agreement in no way shall constitute a waiver of or forbearance from any existing defaults under any of the Loan Documents, nor shall it obligate Bank to defer any future payments or waive or forbear from any future defaults under any of the Loan Documents. Nothing in the Deferral Agreement shall constitute a satisfaction of the Obligations. It is the intention of Bank and Borrower to retain as liable parties all makers of Loan Documents, unless the party is expressly released by Bank in writing. No maker will be released by virtue of the Deferral Agreement.

9. Miscellaneous.

   a. The Deferral Agreement may be executed and delivered in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

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b. The words "execution," "signed," "signature" and words of like import in any Loan Document, including the Deferral Agreement, shall be deemed to include electronic signatures, including any Electronic Signature as defined in the Electronic Transactions Law (2003 Revision) of the Cayman Islands (the "**Cayman Islands Electronic Signature Law**"), or the keeping of records in electronic form, including any Electronic Record, as defined in Cayman Islands Electronic Signature Law, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Cayman Islands Electronic Signature Law; provided, however that sections 8 and 19(3) of the Cayman Islands Electronic Signature Law shall not apply to this Deferral Agreement or the execution or delivery thereof.

c. The Deferral Agreement shall be effective as of the Deferral Agreement Effective Date.

d. The Deferral Agreement is a Loan Document and will be construed, interpreted, and applied in accordance with the laws of the jurisdiction whose laws govern the Loan Agreement (excluding its body of law controlling conflicts of law). Each party to the Deferral Agreement submits to the jurisdiction of the same state and federal courts to which it submitted under the Loan Agreement.

e. In the event of any action or proceeding to enforce the Deferral Agreement, Bank shall be entitled to recover from Borrower its attorneys' fees and expenses, disbursements and court costs.

[End of Terms and Conditions – Annex and Consent and Ratification Follow]

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Annex
Deferral Agreement

Additional Borrowers

Deferral Agreement Effective Date: April 7 , 20 20

Borrower: DROP TECHNOLOGIES INC.

This Annex forms a part of the Deferral Agreement dated as of the date indicated above between Silicon Valley Bank and Borrower, as defined above. Capitalized terms used but not defined in this Annex shall have the meanings ascribed to them in the Deferral Agreement.

Each of the undersigned (collectively, the "**Additional Borrowers**") is a party to the Loan Agreement and hereby agrees to the terms and conditions set forth in the Deferral Agreement. Upon its execution hereof, each Additional Borrower shall be deemed to be a party to the Deferral Agreement.

DROP TECHNOLOGIES USA INC.

By: DocuSigned by: Derrick Fung F9E1CE4498C3475...
Derrick Fung

Name
Derrick Fung

Title

By: _____

Name

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Silicon Valley Bank

Consent and Ratification
Deferral Agreement

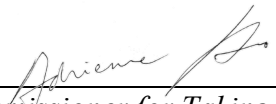
This Consent and Ratification should be signed only to the extent that the Deferral Agreement to which it is attached indicates that it is applicable. Otherwise, this Consent and Ratification is not applicable and void and the following signature blocks should be left blank.

Each of the undersigned, in its capacity as a guarantor or pledgor of the Obligations under the Loan Agreement and the other Loan Documents, acknowledges receipt of the Deferral Agreement. Each of the undersigned further: (i) consents to the Deferral Agreement and the transactions and agreements contemplated thereby; (ii) reaffirms and acknowledges its continuing obligations under the guaranty, pledge agreement or other Loan Document(s) to which it is a party, and that such obligations remain in full force and effect; and (iii) acknowledges that Bank may, but shall be under no obligation to, obtain from the undersigned from time to time further acknowledgment of its continuing obligation under such agreement(s) or with respect to any extension of the time for payment of the Obligations or of any amendment of the terms thereof, waiver of any default, or forbearance in the exercise of any remedy afforded Bank by the terms of such Obligations or by law.

By: _____	By: _____
Name	Name
Title	Title
By: _____	By: _____
Name	Name
Title	Title
By: _____	By: _____
Name	Name
Title	Title
By: _____	By: _____
Name	Name
Title	Title

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This is Exhibit "M" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

SIXTH AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Sixth Amendment to Loan and Security Agreement (this "**Agreement**") is entered into this 30th day of June, 2022, by and between (i) **SILICON VALLEY BANK**, an authorized foreign bank under the Bank Act (Canada) ("**Bank**") and (ii) **DROP TECHNOLOGIES INC.** (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada ("**Canadian Borrower**"), **DROP TECHNOLOGIES USA INC.**, a corporation organized under the laws of the State of Delaware ("**US Borrower**") and **DROP TECHNOLOGIES HOLDINGS ULC**, an unlimited liability company organized under the laws of the Alberta ("**Drop ULC**" and together with Canadian Borrower and US Borrower, jointly and severally, individually and collectively, "**Borrower**").

RECITALS

A. Bank and Borrower have entered into that certain Loan and Security Agreement dated as of September 14, 2017 as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2018, as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement dated as of September 13, 2019, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of December 8, 2020, as further amended by that certain Wavier and Fourth Amendment to Loan and Security Agreement dated as of September 27, 2021 and as further amended by that certain Joinder and Fifth Amendment to Loan and Security Agreement dated as of January 12, 2022 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has advised Bank that Borrower wishes to terminate and permanently cancel the Revolving Line, and in connection therewith Borrower has requested that Bank (i) amend the Loan Agreement to terminate and permanently cancel the Revolving Line and (ii) make certain other revisions to the Loan Agreement, as more fully set forth herein.

D. Bank has agreed to terminate and permanently cancel the Revolving Line and to amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in This Agreement shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Section 2.1.6 (Revolving Line Advances). Section 2.1.6 of the Loan Agreement (Revolving Line Advances) is deleted in its entirety and replaced with the following:

" **2.1.6 Reserved**. "

2.2 Section 2.2 (Payment of Interest on the Credit Extensions). Section 2.2(a) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(a) Interest Rate. Subject to Section 2.2(b), the principal amount outstanding for each 2022 Term Loan Advance shall accrue interest at a floating per annum rate equal to the greater of (A) one percent (1.00%) above the Prime Rate or (B) four point two five percent (4.25%), which interest shall be payable monthly in accordance with Section 2.2(d) below.

2.3 Section 3.2 (Conditions Precedent to all Credit Extensions). Section 3.2(a) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(a) timely receipt of (i) the Credit Extension request and any materials and documents required by Section 3.4; and (ii) with respect to the request for 2022 Term Loan Advances, an executed Payment/Advance Form and any materials and documents required by Section 3.4;"

2.4 Section 3.2 (Conditions Precedent to all Credit Extensions). Section 3.2(c) of the Loan Agreement (Conditions Precedent to all Credit Extensions) is deleted in its entirety and replaced with the following:

"(c) Reserved."

2.5 Section 3.3 (Covenant to Deliver). Section 3.3(b) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(b) Reserved."

2.6 Section 3.4 (Procedures for Borrowing). Section 3.4 of the Loan Agreement (Procedures for Borrowing) is deleted in its entirety and replaced with the following:

"**3.4 Procedures for Borrowing.**

(a) Reserved.

(b) 2022 Term Loan Advances. Subject to the prior satisfaction of all other applicable conditions to the making of a 2022 Term Loan Advance set forth in this Agreement, to obtain a 2022 Term Loan Advance, Borrower shall notify Bank (which notice shall be irrevocable) by electronic mail, facsimile or telephone by 12:00 noon Eastern time on the Funding Date of the 2022 Term Loan Advance. Bank shall have received satisfactory evidence that the provision of such notices and the requests for 2022 Term Loan Advances have been approved by the Board. In connection with such notification, Borrower must promptly deliver to Bank by electronic mail or facsimile a completed Payment/Advance Form executed by an Authorized Signer together with such other reports and information, as Bank may request in its sole discretion. Bank shall credit proceeds of any 2022 Term Loan Advance to the Designated Deposit Account. Bank may make 2022 Term Loan Advances under this Agreement based on instructions from an Authorized Signer or without instructions if the 2022 Term Loan Advances are necessary to meet Obligations which have become due."

2.7 Section 5 (Representations and Warranties). Section 5.11 (Accounts Receivable) and Section 5.12 (Tax Credits) of the Loan Agreement are each deleted in their entirety and replaced with the following:

"**5.11 Reserved.**

5.12 Reserved."

2.8 Section 6.2 (Financial Statements, Reports, Certificates). Section 6.2(a) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(a) Reserved;"

2.9 Section 6.9 (Access to Collateral; Books and Records). Section 6.12 of the Loan Agreement (Accounts Receivable) is deleted in its entirety and replaced with the following

"**6.9 Access to Collateral; Books and Records.** At reasonable times, on one (1) Business Day's notice (provided no notice is required if an Event of Default has occurred and is continuing), Bank, or its agents, shall have the right to inspect the Collateral and the right to audit and copy Borrower's Books. Such inspections and audits shall be conducted as frequently as Bank determines in its sole discretion that conditions warrant. The foregoing inspections and audits shall be conducted at Borrower's expense and the charge therefor shall be One Thousand US Dollars (USD$1,000.00) per person per day (or such higher amount as shall represent Bank's then-current standard charge for the same), plus reasonable out-of-pocket expenses. In the event Borrower and Bank schedule an audit more than eight (8) days in advance, and Borrower cancels or seeks to or reschedules the audit with less than eight (8) days written notice to Bank, then (without limiting any of Bank's rights or remedies) Borrower shall pay Bank a fee of Two Thousand US Dollars (USD$2,000.00) plus any out-of-pocket expenses incurred by Bank to compensate Bank for the anticipated costs and expenses of the cancellation or rescheduling."

2.10 Section 6.12 (Accounts Receivable). Section 6.12 of the Loan Agreement (Accounts Receivable) is deleted in its entirety and replaced with the following:

"**6.12 Reserved.**"

2.11 Section 6.15 (Financial Covenants). Section 6.15 of the Loan Agreement (Financial Covenants) is deleted in its entirety and replaced with the following:

"**6.15 Reserved.**"

2.12 Section 8.1 (**Payment Default**). Section 8.1 of the Loan Agreement (Payment Default) is deleted in its entirety and replaced with the following:

" **Payment Default**. Borrower fails to (a) make any payment of principal or interest on any Credit Extension when due, or (b) pay any other Obligations within three (3) Business Days after such Obligations are due and payable (which three (3) Business Day cure period shall not apply to payments due on the 2022 Term Loan Maturity Date). During the cure period, the failure to make or pay any payment specified under clause (b) hereunder is not an Event of Default but no Credit Extension will be made during the cure period."

2.13 Section 12.1 (Termination Prior to Term Loan Maturity Date or the Revolving Line Maturity Date; Survival). Section 12.1 of the Loan Agreement (Termination Prior to Term Loan Maturity Date or the Revolving Line Maturity Date; Survival) is deleted in its entirety and replaced with the following:

> "**Termination Prior to Term Loan Maturity Date; Survival.** All covenants, representations and warranties made in this Agreement continue in full force until this Agreement has terminated pursuant to its terms and all Obligations have been satisfied. So long as Borrower has satisfied the Obligations (other than inchoate indemnity obligations, and any other obligations which, by their terms, are to survive the termination of this Agreement, and any Obligations under Bank Services Agreements that are cash collateralized in accordance with Section 4.1 of this Agreement), this Agreement may be terminated prior to the 2022 Term Loan Maturity Date, effective three (3) Business Days after written notice of termination is given to Bank. Those obligations that are expressly specified in this Agreement as surviving this Agreement's termination shall continue to survive notwithstanding this Agreement's termination."

2.14 Section 13 (Definitions). The following terms and their respective definitions set forth in Section 13.1 of the Loan Agreement (Definitions) are deleted in their entirety and replaced with the followings:

> "**Affiliate**" is, with respect to any Person, each other Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members.
>
> "**Credit Extension**" is any 2022 Term Loan Advance or any other extension of credit by Bank for Borrower's benefit.
>
> "**Draw Period**" is the period of time commencing upon the Fifth Amendment Effective Date and continuing through the earlier to occur of (a) (i) March 31, 2023 if the Draw Period Extension Event has not occurred and (ii) June 30, 2023 if the Draw Period Extension Event has occurred or (b) an Event of Default.
>
> "**Material Adverse Change**" is (a) a material impairment in the perfection or priority of Bank's Lien in the Collateral or in the value of such Collateral; (b) a material adverse change in the business, operations, or condition (financial or otherwise) of Borrower; or (c) a material impairment of the prospect of repayment of any portion of the Obligations.
>
> "**Payment Date**" is with respect to Term Loan Advances, the first (1st) calendar day of each month.
>
> "**Permitted Investments**" are:
>
> (a) Investments (including, without limitation, Subsidiaries) existing on the Fifth Amendment Effective Date and shown on the Perfection Certificate;
>
> (b) Investments consisting of Cash Equivalents;

(c) Investments by Borrower in a Subsidiary (if applicable) not to exceed One Hundred Thousand Dollars ($100,000) in the aggregate in any fiscal year;

(d) Investments consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plans or agreements approved by Borrower' Board of Directors, in each case up to a maximum of $100,000 per year; and

(e) Investments in an amount not exceed in the aggregate Two Million US Dollars (USD$2,000,000), consisting of collateralized loans by Borrower to NYDIG Funding LLC pursuant to the terms of one or more loan and security agreements by and between Borrower and NYDIG Funding LLC, and one or more term loan notes issued by NYDIG Funding LLC to Borrower; provided that Bank's prior written consent shall be required for each such Investment by Borrower in NYDIG Funding LLC.

2.15 Section 13 (Definitions). The Loan Agreement is amended by deleting the following terms and their respective definitions from Section 13.1 thereof:

"**Accrued Tax Credits**" means Borrower's accrued (but not yet filed) Federal Tax Credits and Provincial Tax Credits.

"**Advance**" or "**Advances**" means a revolving credit loan (or revolving credit loans) under the Revolving Line.

"**Availability Amount**" is (a) the lesser of (i) the Revolving Line or (ii) the amount available under the Borrowing Base, *minus* (b) the outstanding principal balance of all Advances.

"**Borrowing Base**" is (a) (i) the Non-Formula Sublimit amount, *plus* (ii) fifty percent (50%) of Accrued Tax Credits, up to an aggregate amount of One Million Eight Hundred Thousand US Dollars ($1,800,000), *plus* (iii) eighty percent (80%) of Filed Tax Credits, *plus* (iv) eighty percent (80%) of Eligible Accounts, *minus* (b) the aggregate amount of all Priority Payables of Borrower, as may subsequently be updated by Bank based upon information received by Bank including, without limitation, Accounts that are paid and/or billed following the date of the Borrowing Base Statement; provided, however, Bank has the right to decrease the foregoing percentages in its good faith business judgment to mitigate the impact of events, conditions, contingencies, or risks which may adversely affect the Collateral or its value all as determined by Bank based upon information received by Bank.

"**Borrowing Base Statement**" is that certain report of the value of certain Collateral in the form specified by Bank to Borrower from time to time.

"**Deferred Revenue**" is all amounts received or invoiced in advance of performance under contracts and not yet recognized as revenue.

"**Eligible Accounts**" means Accounts owing to Borrower which arise in the ordinary course of Borrower's business that meet all Borrower's representations and warranties in Section 5.11, that have been, at the option of Bank, confirmed in accordance with Section 6.13(f) of this Agreement, and are due and owing from Account Debtors deemed

creditworthy by Bank in its sole discretion. Bank reserves the right, at any time after the Effective Date, in its sole discretion in each instance, upon prior written notice to Borrower to either (i) adjust any of the criteria set forth below and to establish new criteria or (ii) deem any Accounts owing from a particular Account Debtor or Account Debtors to not meet the criteria to be Eligible Accounts. Unless Bank otherwise agrees in writing, Eligible Accounts shall not include:

(a) Accounts (i) for which the Account Debtor is Borrower's Affiliate, officer, employee, investor, or agent, or (ii) that are intercompany Accounts;

(b) Accounts that the Account Debtor has not paid within ninety (90) days of invoice date regardless of invoice payment period terms;

(c) Accounts with Account Debtors, the credit balances for which are over ninety (90) days from invoice date;

(d) Accounts owing from an Account Debtor if fifty percent (50%) or more of the Accounts owing from such Account Debtor have not been paid within one ninety (90) days of invoice date;

(e) Accounts owing from an Account Debtor (i) which does not have its principal place of business in Canada or the United States or (ii) whose billing address (as set forth in the applicable invoice for such Account) is not in Canada or the United States, unless in the case of both (i) and (ii) such Accounts are otherwise approved by Bank in writing;

(f) Accounts billed from and/or payable to Borrower outside of Canada or the United States (sometimes called foreign invoiced accounts);

(g) Accounts in which Bank does not have a first priority, perfected security interest under all applicable laws;

(h) Accounts billed and/or payable in a Currency other than Canadian Dollars or US Dollars;

(i) Accounts owing from an Account Debtor to the extent that Borrower is indebted or obligated in any manner to the Account Debtor (as creditor, lessor, supplier or otherwise - sometimes called "contra" accounts, accounts payable, customer deposits or credit accounts);

(j) Accounts with or in respect of accruals for marketing allowances, incentive rebates, price protection, cooperative advertising and other similar marketing credits, unless otherwise approved by Bank in writing;

(k) Accounts owing from an Account Debtor which is a Canadian or United States government entity or any department, agency, or instrumentality thereof unless Borrower has assigned its payment rights to Bank and the assignment has been acknowledged under the Financial Administration Act (Canada) or any equivalent provincial statute, as applicable or the Federal Assignment of Claims Act of 1940, as applicable, as amended;

(l) Accounts with customer deposits and/or with respect to which Borrower has received an upfront payment, to the extent of such customer deposit and/or upfront payment;

(m) Accounts for demonstration or promotional equipment, or in which goods are consigned, or sold on a "sale guaranteed", "sale or return", "sale on approval", or other terms if Account Debtor's payment may be conditional;

(n) Accounts owing from an Account Debtor where goods or services have not yet been rendered to the Account Debtor (sometimes called memo billings or pre-billings); for certainty, otherwise Eligible Accounts billed by Borrower to customers of Borrower at the beginning of any such customer's rental contract with Borrower's before the end of the term of the applicable rental arrangement is complete shall be Eligible Accounts;

(o) Accounts subject to contractual arrangements between Borrower and an Account Debtor where payments shall be scheduled or due according to completion or fulfillment requirements (sometimes called contracts accounts receivable, progress billings, milestone billings, or fulfillment contracts);

(p) Accounts owing from an Account Debtor the amount of which may be subject to withholding based on the Account Debtor's satisfaction of Borrower's complete performance (but only to the extent of the amount withheld; sometimes called retainage billings);

(q) Accounts subject to trust provisions, subrogation rights of a bonding company, or a statutory trust;

(r) Accounts owing from an Account Debtor that has been invoiced for goods that have not been shipped to the Account Debtor unless Bank, Borrower, and the Account Debtor have entered into an agreement acceptable to Bank wherein the Account Debtor acknowledges that (i) it has title to and has ownership of the goods wherever located, (ii) a bona fide sale of the goods has occurred, and (iii) it owes payment for such goods in accordance with invoices from Borrower (sometimes called "bill and hold" accounts);

(s) Accounts for which the Account Debtor has not been invoiced;

(t) Accounts that represent non-trade receivables or that are derived by means other than in the ordinary course of Borrower's business;

(u) Accounts for which Borrower has permitted Account Debtor's payment to extend beyond ninety (90) days (including Accounts with a due date that is more than ninety (90) days from invoice date);

(v) Accounts arising from chargebacks, debit memos or other payment deductions taken by an Account Debtor;

(w) Accounts arising from product returns and/or exchanges (sometimes called "warranty" or "RMA" accounts);

(x) Accounts in which the Account Debtor disputes liability or makes any claim (but only up to the disputed or claimed amount), or if the Account Debtor is subject to an

Insolvency Proceeding (whether voluntary or involuntary), or becomes insolvent, or goes out of business;

(y) Accounts owing from an Account Debtor with respect to which Borrower has received Deferred Revenue (but only to the extent of such Deferred Revenue), excluding Deferred Revenue with respect to fixed term software or maintenance;

(z) Accounts owing from an Account Debtor, whose total obligations to Borrower exceed twenty-five percent (25.0%) of all Accounts; and

(aa) Accounts subject to privileged solicitor client communication.

"**Federal Tax Credits**" means investment tax credits earned or arising under the Scientific Research and Experimental Development Tax Incentive Program, in effect from time to time, as administered by the Canada Revenue Agency and any applicable provincial taxing authority, which are earned by and owing to Borrower by Her Majesty the Queen in right of Canada properly claimed or to be claimed by Borrower in its annual federal corporate tax return (such return to be filed within one hundred eighty (180) days of Borrower's fiscal year end) and certified as such by Borrower's auditor or consultant and that are acceptable to Bank in all respects.

"**Filed Tax Credits**" are Borrower's filed Federal Tax Credits and Provincial Tax Credits supported by a copy of the filed application (together with all supporting documentation) for such tax credit.

"**Filed Tax Credit Receivable**" means the proceeds received by Borrower from the applicable Governmental Authority in respect of the Filed Tax Credits.

"**Initial Advance**" is the first Advance (made under the Revolving Line) to Borrower.

"**Initial Audit**" is Bank's inspection of Borrower's Accounts, the Collateral, and Borrower's Books, with results satisfactory to Bank in its sole and absolute discretion.

"**Liquidity**" is, at any time, the difference of (a) the aggregate amount of unrestricted and unencumbered cash and Cash Equivalents held at such time by Borrower in Deposit Accounts or Securities Accounts maintained with Bank or its Affiliates or in the Existing Accounts or in Deposit Accounts or Securities Accounts maintained by other financial institutions that are subject to a control or a blocked account agreement in favour of Bank, plus the Availability Amount and (b) accumulate points liability for cost related to user balances over 25,000 points (or the minimum point balance threshold for point redemption), as reported on the Borrower's balance sheet on a consolidated basis for Borrower.

"**Non-formula Sublimit Amount**" means (a) from the Fifth Amendment Effective Date through to March 31, 2022, Three Million US Dollars (USD$3,000,000); (b) from April 1, 2022 through to June 30, 2022, Two Million Seven Hundred Fifty Thousand US Dollars (USD$2,750,000); (c) from July 1, 2022 through to September 30, 2022, Two Million Five Hundred Thousand US Dollars (USD$2,500,000); (d) from October 1, 2022 through to December 31, 2022, Two Million Two Hundred Fifty Hundred Thousand US Dollars (USD$2,250,000); (e) from January 1, 2023 through to February 28, 2023, Two Million US Dollars (USD$2,000,000); and, if applicable, on the first day of each fiscal quarter thereafter the "Non-formula Sublimit Amount) shall be reduced by Two Hundred Thousand US Dollars (USD$250,000).

"**Provincial Tax Credits**" means investment tax credits earned or arising under the Scientific Research and Experimental Development Tax Incentive Program, in effect from time to time, as administered by the Canada Revenue Agency and any applicable provincial taxing authority, which are earned by and owing to Borrower by the Province of British Columbia properly claimed or to be claimed by Borrower in its annual provincial corporate tax return (such return to be filed within one hundred eighty (180) days of Borrower's fiscal year end) and certified as such by Borrower's auditor or consultant and that are acceptable to Bank in all respects.

"**Reserves**" means, as of any date of determination, such amounts as Bank may from time to time establish and revise in its good faith business judgment, reducing the amount of Advances and other financial accommodations which would otherwise be available to Borrower (a) to reflect events, conditions, contingencies or risks which, as determined by Bank in its good faith business judgment, do or may adversely affect (i) the Collateral or any other property which is security for the Obligations or its value (including without limitation any increase in delinquencies of Accounts), (ii) the assets, business or prospects of Borrower or any Guarantor, or (iii) the security interests and other rights of Bank in the Collateral (including the enforceability, perfection and priority thereof); or (b) to reflect Bank's reasonable belief that any collateral report or financial information furnished by or on behalf of Borrower or any Guarantor to Bank is or may have been incomplete, inaccurate or misleading in any material respect; or (c) in respect of any state of facts which Bank determines constitutes an Event of Default or may, with notice or passage of time or both, constitute an Event of Default.

"**Revolving Line**" is (a) prior to completion of the Initial Audit, an aggregate principal amount equal to Three Million US Dollars (USD$3,000,000); and (b) after completion of the Initial Audit, an aggregate principal amount equal to Six Million US Dollars (USD$6,000,000).

"**Revolving Line Maturity Date**" is 548 days from the Fifth Amendment Effective Date.

"**Streamline Balance**" is defined in the definition of Streamline Period.

"**Streamline Period**" is, on and after the date that the Cash Collateral Account has been setup and established in accordance with Section 6.12(c) of this Agreement, provided no Event of Default has occurred and is continuing, the period (a) commencing on the first day of the month following the day that Borrower provides to Bank a written report that Borrower has, for the immediately preceding month maintained Liquidity of at least Ten Million Five Hundred Thousand Canadian Dollars (CDN$10,500,000), as determined by Bank in its discretion (the "**Streamline Balance**"); and (b) terminating on the earlier to occur of (i) the occurrence of an Event of Default, and (ii) the first day thereafter in which Borrower fails to maintain the Streamline Balance, as determined by Bank in its discretion. Upon the termination of a Streamline Period, Borrower must maintain the Streamline Balance each consecutive day for one (1) fiscal quarter as determined by Bank in its discretion, prior to entering into a subsequent Streamline Period. Borrower shall give Bank prior written notice of Borrower's election to enter into any such Streamline Period, and each such Streamline Period shall commence on the first day of the monthly period following the date Bank determines, in its reasonable discretion, that the Streamline Balance has been achieved.

"**Specified Affiliate**" is any Person (a) more than ten percent (10.0%) of whose aggregate issued and outstanding equity or ownership securities or interests, voting, non-voting or

both, are owned or held directly or indirectly, beneficially or of record, by Borrower, and/or (b) whose equity or ownership securities or interests representing more than ten percent (10.0%) of such Person's total outstanding combined voting power are owned or held directly or indirectly, beneficially or of record, by Borrower.

2.16 Exhibit B (Compliance Statement). The Compliance Certificate appearing as **Exhibit B** to the Loan Agreement is deleted in its entirety and replaced with the Compliance Statement attached as Schedule 1 hereto.

3. Limitation of Amendments.

3.1 The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Agreement shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Bank to enter into this Agreement, Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Agreement (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the power and authority to execute and deliver this Agreement and to perform its obligations under the Loan Agreement, as amended by this Agreement;

4.3 The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

4.4 The execution and delivery by Borrower of this Agreement and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Agreement, have been duly authorized;

4.5 The execution and delivery by Borrower of this Agreement and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Agreement, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

4.6 The execution and delivery by Borrower of this Agreement and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Agreement, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with,

or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made.

5. This Agreement has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

6. Perfection Certificates. Each Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in a certain Perfection Certificate dated as of the Fifth Amendment Effective Date by such Borrower, and acknowledges, confirms and agrees that the disclosures and information Borrower provided to Bank in such Perfection Certificate have not changed, as of the date hereof, except as set forth on Schedule 2 attached hereto. Borrower understands and acknowledges that Bank relies on true, accurate and up-to-date beneficial ownership information, as set forth on Schedule 2 hereto, to meet Bank's regulatory obligations to obtain, verify and record information about the beneficial owners of its legal entity customers.

7. Integration. This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

8. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

9. Electronic Execution of Documents. The words "execution," "signed," "signature" and words of like import in any Loan Document, including this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, the *Electronic Commerce Act, 2000* (Ontario).

10. Choice of Law. The provisions of Section 11 of the Loan Agreement apply to this Agreement.

11. Effectiveness. This Agreement shall be deemed effective upon: (i) the due execution and delivery to Bank of this Agreement by each party hereto; (ii) repayment in full of any obligations of Borrower with respect to the Revolving Line; and (iii) such other documents as Bank may reasonably request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

BORROWER:

DROP TECHNOLOGIES INC.

DocuSigned by:
By Derrick Fung
F641AF6591FA46D...
Name: Derrick Fung
Title: Chief Executive Officer

DROP TECHNOLOGIES USA INC.

DocuSigned by:
By Derrick Fung
F641AF6591FA46D...
Name: Derrick Fung
Title: President

DROP TECHNOLOGIES HOLDINGS ULC

DocuSigned by:
By Derrick Fung
F641AF6591FA46D...
Name: Derrick Fung
Title: President

BANK:

SILICON VALLEY BANK

DocuSigned by:
By Mark Kiyonaga
9D8C0ED2733A472...
Name: Mark Kiyonaga
Title: Vice-President

Schedule 1

COMPLIANCE STATEMENT

TO: SILICON VALLEY BANK Date: _____
FROM: DROP TECHNOLOGIES INC.
DROP TECHNOLOGIES USA INC.
DROP TECHNOLOGIES HOLDINGS ULC
(collectively "**Borrower**")

The undersigned authorized officer of Borrower certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "**Agreement**"):

Borrower is in complete compliance for the period ending _____ with all required covenants except as noted below. Attached are the required documents evidencing such compliance, setting forth calculations prepared in accordance with IFRS (unless otherwise provided in the Agreement) consistently applied from one period to the next except as explained in an accompanying letter or footnotes. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement. Attached are the required documents supporting the certification.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenants	**Required**	**Complies**
Monthly financial statements with Compliance Statement	Monthly within 30 days	Yes No
Annual financial statements (CPA Audited)	FYE within 180 days	Yes No
KPI report	Within 30 days after the end of each month	Yes No
Board approved projections	FYE within 30 days and as amended/updated	Yes No

Account Balances				
Financial Institution	**Country**	**Denomination**	**Amount**	**mm/dd/yyyy**

Other Matters

Have there been any amendments of or other changes to the capitalization table of Borrower and to the Operating Documents of Borrower or any of its Subsidiaries? If yes, provide copies of any such amendments or changes with this Compliance Certificate.	Yes	No
Has the Tranche 2 2022 Term Loan Event? If yes, please provide evidence of same to Bank (unless otherwise previously provided).	Yes	No
Has the Tranche 3 2022 Term Loan Event? If yes, please provide evidence of same to Bank (unless otherwise previously provided).	Yes	No
Has the Tranche 4 A 2022 Term Loan Event? If yes, please provide evidence of same to Bank (unless otherwise previously provided).	Yes	No
Has the Tranche 4 B 2022 Term Loan Event? If yes, please provide evidence of same to Bank (unless otherwise previously provided).	Yes	No

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

_____

_____

_____

Schedule 2

Perfection Certificates

CANADIAN BORROWER

14. BENEFICIAL OWNERSHIP INFORMATION

a. Is the Company any of the following:

(i) a public company or an issuer of securities that are registered with the Securities and Exchange Commission under Section 12 of the Securities Exchange Act of 1934 or that is required to file reports under Section 15(d) of that Act;

(ii) an investment company registered with the Securities and Exchange Commission under the Investment Company Act of 1940;

(iii) an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940; or

(iv) a pooled investment vehicle operated or advised by a regulated financial institution (including an SEC-registered investment adviser)?

Yes ☐ No ☒

If yes, no further information is required for Sections 14(b), 14(c) or 14(d) below. If no, continue to Section 14(b).

b. Is the Company a pooled investment vehicle that is ***not*** operated or advised by a regulated financial institution?

Yes ☐ No ☒

If yes, skip to Section 14(d) below. If no, continue to Section 14(c).

c. Does any **individual**, *directly or indirectly* (for example, if applicable, through such individual's equity interests in the Company's parent entity), through any contract, arrangement, understanding, relationship or otherwise, **own 25% or more** of the equity interests of the Company:

Yes ☐ No ☒

If yes, complete the following information. If no, continue to Section 14(d) below.

	Name	Date of birth	Residential address	For US Persons, Social Security Number: (non-US persons	For Non-US Persons: Type of ID, ID number, country of issuance,	Percentage of ownership (if indirect ownership, explain structure)

				should provide SSN if available)	expiration date	
1						
2						
3						
4						

d. Identify one individual with significant responsibility for managing the Company, i.e., an executive officer or senior manager (e.g., Chief Executive Officer, President, Vice President, Chief Financial Officer, Treasurer, Chief Operating Officer, Managing Member or General Partner) or any other individual who regularly performs similar functions. If appropriate, an individual listed in Section 14(c) above may also be listed here.

	Name	Date of birth	Residential address	For US Persons, Social Security Number: (non-US persons should provide SSN if available)	For Non-US Persons: Type of ID, ID number, country of issuance, expiration date
1	Derrick Fung	[redacted]	[redacted]	[redacted]	[redacted]

15. AUTHORIZED SIGNATORIES

The following lists the names, e-mail addresses and mobile telephone numbers for each individual that is authorized to sign documents on behalf of the Borrower or any affiliate that will be party to the Loan Documents. The numbers will be used for identification purposes during our electronic signature signing process.

Individual Name	E-mail Address	Mobile Telephone
Derrick Fung	derrick@earnwithdrop.com	[redacted]

US BORROWER

14. BENEFICIAL OWNERSHIP INFORMATION

a. Is the Company any of the following:

(v) a public company or an issuer of securities that are registered with the Securities and Exchange Commission under Section 12 of the Securities Exchange Act of 1934 or that is required to file reports under Section 15(d) of that Act;

(vi) an investment company registered with the Securities and Exchange Commission under the Investment Company Act of 1940;

(vii) an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940; or

(viii) a pooled investment vehicle operated or advised by a regulated financial institution (including an SEC-registered investment adviser)?

Yes ☐ No ☒

If yes, no further information is required for Sections 14(b), 14(c) or 14(d) below. If no, continue to Section 14(b).

b. Is the Company a pooled investment vehicle that is ***not*** operated or advised by a regulated financial institution?

Yes ☐ No ☒

If yes, skip to Section 14(d) below. If no, continue to Section 14(c).

c. Does any **individual**, *directly or indirectly* (for example, if applicable, through such individual's equity interests in the Company's parent entity), through any contract, arrangement, understanding, relationship or otherwise, **own 25% or more** of the equity interests of the Company:

Yes ☐ No ☒

If yes, complete the following information. If no, continue to Section 14(d) below.

	Name	Date of birth	Residential address	For US Persons, Social Security Number: (non-US persons should provide SSN if available)	For Non-US Persons: Type of ID, ID number, country of issuance, expiration date	Percentage of ownership (if indirect ownership, explain structure)
1						

2						
3						
4						

d. Identify one individual with significant responsibility for managing the Company, i.e., an executive officer or senior manager (e.g., Chief Executive Officer, President, Vice President, Chief Financial Officer, Treasurer, Chief Operating Officer, Managing Member or General Partner) or any other individual who regularly performs similar functions. If appropriate, an individual listed in Section 14(c) above may also be listed here.

	Name	Date of birth	Residential address	For US Persons, Social Security Number: (non-US persons should provide SSN if available)	For Non-US Persons: Type of ID, ID number, country of issuance, expiration date
1	Derrick Fung	[redacted]	[redacted]	[redacted]	[redacted]

15. AUTHORIZED SIGNATORIES

The following lists the names, e-mail addresses and mobile telephone numbers for each individual that is authorized to sign documents on behalf of the Borrower or any affiliate that will be party to the Loan Documents. The numbers will be used for identification purposes during our electronic signature signing process.

Individual Name	E-mail Address	Mobile Telephone
Derrick Fung	derrick@earnwithdrop.com	[redacted]

DROP ULC

14. BENEFICIAL OWNERSHIP INFORMATION

a. Is the Company any of the following:

(ix) a public company or an issuer of securities that are registered with the Securities and Exchange Commission under Section 12 of the Securities Exchange Act of 1934 or that is required to file reports under Section 15(d) of that Act;

(x) an investment company registered with the Securities and Exchange Commission under the Investment Company Act of 1940;

(xi) an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940; or

(xii) a pooled investment vehicle operated or advised by a regulated financial institution (including an SEC-registered investment adviser)?

Yes ☐ No ☒

If yes, no further information is required for Sections 14(b), 14(c) or 14(d) below. If no, continue to Section 14(b).

b. Is the Company a pooled investment vehicle that is ***not*** operated or advised by a regulated financial institution?

Yes ☐ No ☒

If yes, skip to Section 14(d) below. If no, continue to Section 14(c).

c. Does any **individual**, *directly or indirectly* (for example, if applicable, through such individual's equity interests in the Company's parent entity), through any contract, arrangement, understanding, relationship or otherwise, **own 25% or more** of the equity interests of the Company:

Yes ☐ No ☒

If yes, complete the following information. If no, continue to Section 14(d) below.

	Name	Date of birth	Residential address	For US Persons, Social Security Number: (non-US persons should provide SSN if available)	For Non-US Persons: Type of ID, ID number, country of issuance, expiration date	Percentage of ownership (if indirect ownership, explain structure)
1						
2						

3						
4						

d. Identify one individual with significant responsibility for managing the Company, i.e., an executive officer or senior manager (e.g., Chief Executive Officer, President, Vice President, Chief Financial Officer, Treasurer, Chief Operating Officer, Managing Member or General Partner) or any other individual who regularly performs similar functions. If appropriate, an individual listed in Section 14(c) above may also be listed here.

	Name	Date of birth	Residential address	For US Persons, Social Security Number: (non-US persons should provide SSN if available)	For Non-US Persons: Type of ID, ID number, country of issuance, expiration date
1	Derrick Fung	[redacted]	[redacted]	[redacted]	[redacted]

15. AUTHORIZED SIGNATORIES

The following lists the names, e-mail addresses and mobile telephone numbers for each individual that is authorized to sign documents on behalf of the Borrower or any affiliate that will be party to the Loan Documents. The numbers will be used for identification purposes during our electronic signature signing process.

Individual Name	E-mail Address	Mobile Telephone
Derrick Fung	derrick@earnwithdrop.com	[redacted]

This is Exhibit "N" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

DocuSign Envelope ID: F8B18A93-6B9B-4B64-B76D-95440B5D9C10

Execution Copy

FORBEARANCE AND SEVENTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS AGREEMENT is made as of the 8th day of May, 2024,

BETWEEN:

NATIONAL BANK OF CANADA
(as "Lender")

– and –

DROP TECHNOLOGIES INC. (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada **("Canadian Borrower"), DROP TECHNOLOGIES USA INC.,** a corporation organized under the laws of the State of Delaware **("US Borrower") and DROP TECHNOLOGIES HOLDINGS ULC,** an unlimited liability company organized under the laws of the Alberta **("Drop ULC" and together with Canadian Borrower and US Borrower, collectively, the "Borrowers").**

RECITALS:

A. The Lender and Borrowers have entered into that certain Loan and Security Agreement dated as of September 14, 2017 as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2018, as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement dated as of September 13, 2019, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of December 8, 2020, as further amended by that certain Wavier and Fourth Amendment to Loan and Security Agreement dated as of September 27, 2021 as further amended by that certain Joinder and Fifth Amendment to Loan and Security Agreement dated as of January 12, 2022, as further amended by a letter amending agreement dated January 27, 2022, and as further amended by that certain Sixth Amendment to Loan and Security Agreement dated June 30, 2022 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. The Borrowers have executed and delivered to the Lender various loan documents in connection with the Loan Agreement (collectively, the "**Loan Documents**").

C. The Borrowers are in default of various covenants and obligations to Lender under the Loan Agreement (the "**Existing Defaults**"). The Existing Defaults include but are not limited to i) the failure to make payments of principal for the months of December 2023, as well as January and February 2024 pursuant to Section 8.1 of the Loan Agreement; ii) the failure to make payments of principal and interest for the month of April 2024 pursuant to Section 8.1 of the Loan Agreement; iii) failure to provide monthly financial statements

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within thirty days after the last day of each month pursuant to Section 6.2 (c); iv) failure to provide monthly compliance statements within thirty days after the last day of the month; v) failure to provide audited consolidated annual financial statements pursuant to Section 6.2(g); and vi) the Borrowers and its Subsidiaries being unable to pay their debts (including trade debts) as they become due, or is otherwise insolvent pursuant to Section 8.5. In light of the Existing Defaults, the Lender is entitled to enforce its rights and remedies against the Borrowers. For greater clarity, the Lender has not waived any of the Existing Defaults.

D. The Borrowers have advised the Lender that they are committed to marketing and soliciting interest from prospective purchasers for their various businesses and assets.

E. The Lender has agreed to (i) further amend certain terms of the Loan Agreement, including establishing a forbearance period and (ii) provide the Borrowers with time to carry out a sales and marketing process such that they can repay their Obligations to the Lender in full, subject to and in accordance with the terms of this Forbearance and Loan Amendment Agreement (the "**Agreement**").

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 **Definitions**. In this Agreement, unless the context otherwise requires, all capitalized terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement, as applicable.

1.2 **Gender and Number**. Words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 **Time**. Time is of the essence in the performance of the Borrowers' obligations.

1.4 **Severability**. Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality, or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

1.5 **Headings**. The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.6 **Entire Agreement**. This Agreement, the Loan Agreement, and the Loan Documents together with the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions,

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understanding or other agreements, oral or written, express, implied, or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.7 **Governing Law**. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.8 **Conflicts**. If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Loan Agreement and the other Loan Documents or any other agreement executed in connection therewith or herewith, the provisions of this Agreement shall prevail to the extent of the inconsistency.

ARTICLE 2 - ACKNOWLEDGEMENTS

2.1 **Recitals**. The parties hereto acknowledge and agree that each of the foregoing recitals is true and accurate both in substance and in fact.

2.2 **Indebtedness**. The Borrowers hereby acknowledge, confirm and agree that as of April 3, 2024, the Borrowers were indebted to the Lender in respect of the loan advances and facilities made available pursuant to the Loan Agreement in the aggregate amount of $6,602,454.57 USD in principal and interest, exclusive of amounts which may be or become owing for the Lender's fees, agent costs, professional and legal fees, accruing interest at the rates set out in the Loan Agreement, costs and any additional borrowings from the date of this Agreement (collectively, the "**Outstanding Indebtedness**"), as detailed below:

Account	**Principal:**	**Interest:**	**Total:**
Credit facility loan # 10078335	US$6,545,454.57	US$57,000.00	US$6,602,454.57
TOTAL	**US$6,545,454.57**	**US$57,000.00**	**US$6,602,454.57**

2.3 The Borrowers confirm that the Outstanding Indebtedness is unconditionally owing to the Lender, they do not dispute that they are liable to pay the Outstanding Indebtedness to Lender on any ground whatsoever, they have no claim, demand, setoff, or counterclaim against Lender on any basis whatsoever, and there is no matter, fact or thing which may be asserted by any of them in extinction or diminution of the Outstanding Indebtedness or which may result in any bar to or delay in the recovery thereof. If there are any claims for setoff, counterclaim, or damages, they are hereby expressly released and discharged.

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2.4 **The Borrowers.** The Borrowers acknowledge and agree that the Loan Agreement and the Loan Documents now held by Lender for payment and performance of the Obligations have not been released, waived, or varied, and are valid, binding, and enforceable against them in accordance with their written terms.

2.5 **Lender Rights**. Each of the Borrowers acknowledges and agrees that except as provided in this Agreement, the Lender (by itself or through its employees or agents) has not made any promises, or taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Loan Agreement or any other Loan Documents, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Lender or its employees or agents shall create such a waiver or estoppel. Each of the Borrowers acknowledges and agrees that by entering into this Agreement, the Lender has not waived any of its rights under the Loan Agreement, or any other Loan Documents.

ARTICLE 3 - FORBEARANCE

3.1 The Borrowers have requested, and the Lender has agreed to extend to the Borrowers an accommodation period and standstill from taking any steps under the Loan Agreement, subject to and in accordance with the terms of this Agreement, to permit the Borrowers to complete the Sale Transaction (as defined below).

3.2 Notwithstanding anything to the contrary in the Loan Agreement, the Lender agrees to standstill and to refrain from taking any steps under the Loan Agreement until the earliest of:

(a) April 1, 2025

(b) immediately on the occurrence of an Event of Default other than the Existing Defaults; and

(c) immediately on the occurrence of a Forbearance Termination Event (as defined below).

(hereinafter referred to as the "**Forbearance Termination Date**" and the period commencing on the date hereof and ending on (but excluding) the Forbearance Termination Date is the "**Forbearance Period**").

3.3 During the Forbearance Period, the requirement of the Borrowers to make any payment of principal or interest under the Loan Agreement is suspended. Such amounts shall continue to accrue as amounts owing under the Loan Agreement but no payment shall be due until the expiry of the Forbearance Period.

3.4 During the Forbearance Period, in addition to the continuing with the SISP (as defined below) the Borrowers may at any time raise, in addition to the Equity Injection (as defined below) sufficient equity capital to repay the amounts owing under the Loan Documents in full.

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ARTICLE 4 - CONDITIONS PRECEDENT

4.1 The accommodations and amendments granted by the Lender hereunder are subject to approval by the Lender's credit committee. This Agreement becomes effective only if the Bank receives the following:

(a) approval from the Lender's Credit Committee of the terms of this Agreement;

(b) a duly authorized, executed and delivered original of this Agreement by the Borrowers and received by the Lender no later than 5:00 p.m. on the 5th business day from the date of this Agreement;

(c) written confirmation from the Borrowers that they have received an equity injection of $1,000,000.00 CAD ($1 million Canadian dollars) (the "**Equity Injection**") by May 31, 2024 to support the Borrowers' business during the SISP (as defined below);

(d) by no later than April 15, 2024, a revised financial forecast to March 31, 2025, including monthly profit & loss statements ("**P&L**") and cash flow statements indicating sufficient cash flow to support the Borrowers' operations during the SISP (the "**Financial Model**") and that is acceptable to the Lender;

(e) by no later than May 31, 2024, $20,000.00 USD from the Borrowers as partial payment for the Lender's legal and professional fees;

(f) upon execution of this Agreement, the Initial Amendment Fee from the Borrowers (as defined below);

(g) duly authorized, executed and delivered documents granting the Lender a first priority security interest in and over all of the Borrowers' Intellectual Property;

(h) written confirmation that all of the Borrowers' depository and operating accounts, securities/investment accounts (including, for greater certainty, but without limitation, accounts held with RBC Dominion Securities Inc.) and any funds therein have been transferred to the Lender within 90 days of the execution of this Agreement though such provision does not apply to the Borrowers' account at Silicon Valley Bank at 3005 Tasman Dr., Santa Clara, CA 95054, USA, bearing Account No. [redacted] (Routing No. 121140399/Swift Code SVBKUS6S) ("US Account"); and

(i) execution of any ancillary documentation to implement the terms of this Agreement.

4.2 The Conditions Precedent are for the sole benefit of the Lender and may be waived only by the Lender in writing. If the Conditions Precedent are not complied with to the satisfaction of the Lender by the date provided for above, and the Lender will not waive satisfaction thereof, then the offer of standstill and the other accommodations offered by the Lender hereunder shall be terminated.

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ARTICLE 5 - REPORTING OBLIGATIONS

5.1 The Borrowers shall adhere to all reporting requirements set out in the Loan Agreement and this Agreement, unless otherwise amended herein. During the Forbearance Period, the Borrowers shall**:**

(a) on or prior to 5pm EST on the 25th day of each month, provide to the Lender a variance report comparing the budget to the actual performance for the preceding month, including with respect to the Borrowers P&L and cash flow statements, and explaining, to the reasonable satisfaction of the Lender, any variances of 15% or more from the Financial Model;

(b) a revised Financial Model, if requested by the Lender;

(c) advise the Lender forthwith should the Borrowers expect that they will be unable to meet critical obligations to continue their operations and/or fulfill the SISP, including but not limited to with respect to (i) payments for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Borrowers' employees, and (ii) payments to vendors and suppliers critical to the Borrowers' business;

(d) a copy of the monthly bank statement for the US Account by the 25th day following the end of each month; and

(e) any other reports that the Lender reasonably requests.

5.2 The Borrowers shall provide promptly, or shall cause to be provided promptly, all information reasonably requested by the Lender, or its advisors, including its respective legal counsel, financial advisors or appraisers engaged on behalf of the Lender and, following reasonable notice by the Lender shall provide reasonable access to the books, records, property, assets and employees of the Borrowers wherever they may be situated, which right of access shall include the right to inspect and appraise such property and assets.

5.3 For greater certainty, notwithstanding the Lender has permitted the Borrowers to deliver unaudited financial statements for the 2023 fiscal year, the Borrowers acknowledge and agree that pursuant to the Loan Agreement, the Lender can require the Borrowers to deliver, as soon as available, and in any event within one hundred eighty (180) days following the end of Borrower's fiscal year, audited consolidated financial statements prepared under IFRS, consistently applied, together with an unqualified opinion on the financial statements from an independent certified public accounting firm reasonably acceptable to the Lender.

ARTICLE 6 - SALE PROCESS COVENANTS

6.1 During the Forbearance Period, in addition to the covenants contained in the Loan Agreement, the Borrowers covenant and agree to the following as it relates to the proposed sales and investment solicitation process ("**SISP**").

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6.2 The Borrowers covenant and agree to retain, at their sole cost and expense, a third party financial advisor (the "**Sales Agent**") by May 15, 2024 to assist with the implementation of the SISP, pursuant to an engagement letter that is in form satisfactory to the Lender (the "**Engagement Letter**"), and the Borrowers shall continue the engagement of the Sales Agent in accordance with the Engagement Letter unless otherwise consented to in writing by the Lender. Each Borrower continues to agree to grant all reasonable access and provide all reasonable information and documentation to, and to otherwise co-operate with the Sales Agent for the purpose of allowing the Sales Agent to satisfy and complete its mandate under the Engagement Letter.

6.3 The Borrowers covenant and agree to provide to the Bank copies of the final version of a Confidential Information Memorandum ("**CIM**") and any other marketing materials related to the SISP by no later than July 15, 2024.

6.4 Within 30 days of providing the Lender with a copy of the CIM, the Borrowers covenant and agree to provide to the Lender a detailed timeline, including appropriate interim milestone dates with respect to:

(i) the receipt of expressions of interest in respect of the Borrowers' assets or business, including the timeline for receipt of at least one expression of interest that is acceptable to the Lender, acting reasonably;

(ii) the execution of definitive, unconditional documents with respect to one or more sale or investment transactions in respect of the Borrowers' assets or business (collectively the "**Sale Transaction**"); and

(iii) the closing of the Sale Transaction which shall be no later than April 1, 2025, unless agreed to by the Lender, acting reasonably.

6.5 The Borrower covenants and agrees that the net proceeds from the Sale Transaction will be applied first to the Obligations owed to the Lender.

6.6 The Borrowers agree to provide, or authorize the Sales Agent to provide, to the Lender complete and unfettered disclosure regarding all aspects of the SISP, including but not limited to:

(a) advance copies of the list of parties that may have an interest in a potential transaction(s) with the Borrowers;

(b) advances copies of the list of parties that the Borrowers and/or the Sales Agent propose to contact with respect to the SISP, including any strategic, financial, private equity and other parties;

(c) advance copies of the non-confidential teaser letter describing the opportunity for the potential transaction(s);

(d) advance copies of the confidential information memorandum and any other marketing materials prepared in connection with the SISP;

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(e) copies of all expressions of interest, letters of intent, offers to purchase and any similar documentation in connection with the SISP forthwith within 2 business days of receipt by the Borrowers, which are to be reviewed and considered in consultation with the Lender prior to moving forward on any potential transaction(s);

(f) copies of draft and final definitive documentation including an agreement of purchase and sale and any similar documentation in connection with the SISP immediately upon receipt by the Borrower;

(g) communications with the purchaser in the Sale Transaction, including with respect to the satisfaction of any conditions to close, status of due diligence, receipt of all necessary approvals, and negotiation of consulting agreements with any key employees;

(h) documents associated with the valuation of the Sale Transaction, including an assessment of realization of the business units, its assets and liabilities; and

(i) all other reasonable information and documents that may be requested by the Lender;

6.7 If the Borrowers become aware of any event or circumstance that could delay the closing of the Sale Transaction, the Borrowers shall immediately provide the Lender with:

(a) A listing of outstanding conditions to closing of the Sale Transaction;

(b) An updated timeline with milestones to closing of the Sale Transaction;

(c) A revised target closing date with agreement/acknowledgement of the same from the potential purchaser(s) in the Sale Transaction; and

(d) Any other information relevant to the closing of the Sale Transaction.

6.8 The Borrowers shall also convene a call on a monthly basis, or more frequently at the Lender's discretion, with the Sales Agent and the Lender and its advisors to provide (i) an update on the status of the SISP, including any potential Sale Transactions; (ii) updates on any discussions and stages of due diligence for all parties; and (iii) any other information requested by the Lender.

ARTICLE 7 - FORBEARANCE TERMINATION EVENTS

7.1 **Forbearance Termination Events**. The forbearance by the Lender provided for in this Forbearance Agreement shall immediately and automatically terminate upon the happening of any of the following events (each of an "**Forbearance Termination Event**") and the Forbearance Termination Event shall continue unremedied for more than sixty (60) days after its occurrence or unless otherwise waived by the Lender in writing:

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(a) if at any time, the Borrowers (i) attempt to market, sell, seek offers for their assets or business and/or (ii) accept an offer in respect of a transaction involving any of their assets or business which offer has not been consented to by the Lender or as contemplated by the SISP, unless such offer provides for sufficient net proceeds to indefensibly repay all of the Borrowers' Obligations by April 1, 2025;

(b) if at any time, the Borrowers seek any form of additional financing that would rank in priority or *pari passu* to the Lender's Obligations, without the prior written approval of the Lender;

(c) if the engagement of the Sales Agent is terminated or otherwise modified such that the Sales Agent is no longer engaged to carry out its mandate as provided for in this Forbearance Agreement and set forth in the SISP;

(d) any Borrower fails to abide by or observe any term, condition, covenant or other provision contained in this Agreement or any document related to or executed in connection with this Agreement.

(e) the occurrence of an Event of Default (other than the Existing Defaults) under the Loan Agreement;

(f) any representation, warranty or certification made by any Borrower in connection with the execution and delivery of this Agreement, the Loan Agreement, or any other Loan Document, including the Financial Model (as updated from time to time), as applicable, shall prove to have been incorrect in any material respect at the time such representation, warranty or certification was made.

7.2 A Forbearance Terminating Event shall be deemed to be an Event of Default under the Loan Document. The Borrowers acknowledge and agree that the Lender shall retain all of its rights and remedies under the Loan Documents and if a Forbearance Terminating Event occurs, the Lender shall be entitled immediately to take any steps it determines in its sole and absolute discretion to enforce any or all of its rights and remedies against any of the Borrowers.

ARTICLE 8 - AMENDMENT FEE

8.1 **Amendment Fee**. In consideration for the Lender's forbearance and amendments contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers shall:

(a) Upon execution of this Agreement, pay to the Lender a non-refundable amendment fee of CAD $5000.00 ("**Initial Amendment Fee**"); and

(b) Pay to the Lender an additional non-refundable amendment fee of CAD $50,000.00 (the "**Additional Amendment Fee**"), which shall be fully earned on execution of this Agreement. The Additional Amendment Fee shall form part of the Obligations and shall be secured by the Loan Agreement and be payable on closing of the Sale Transaction.

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ARTICLE 9 - COVENANTS AND AGREEMENTS

9.1 Each Borrower shall adhere to and perform all of their respective covenants and obligations in the Loan Agreement and Loan Documents.

9.2 Commencing in respect of the month of May 2024, on the fifth (5^{th}) Business Day of the following month (each, a "**Sweep Date**"), any Cash and Cash Equivalents in excess of $3,000,000.00 (CAD $3 million) (the "**Sweep Threshold**"), based on the aggregate balance in the Borrowers' accounts with the Lender on the last Business Day of the immediate preceding week, shall be swept by the Lender on such Sweep Date and be used to indefeasibly repay the Obligations.

9.3 The Lender agrees to suspend principal and interest payments commencing on April 1, 2024 for the duration of the Forbearance Period.

9.4 The Borrowers covenant and agree to rectify any outstanding filings with the Ontario Ministry of Finance and take any other steps to have the PPSA security registration filed by the Ontario Ministry of Finance discharged by July 30, 2024, failing which this shall constitute an Event of Default.

9.5 The Borrowers covenant and agree to take steps to discharge any security registrations registered by First-Citizens Bank & Trust Company by July 30, 2024, failing which this shall constitute an Event of Default.

9.6 During the Forbearance Period, each Borrower shall not, without the Lender's prior written consent:

(a) incur any additional Indebtedness, including with respect to any Permitted Indebtedness not already incurred;

(b) make any capital expenditures;

(c) make any Investments, including Permitted Investments, with the exception of the Equity Injection;

(d) make any payment in cash or in kind (i) that provides an income (including interest or dividend) or a return on, or constitutes a distribution, redemption or purchase of, the capital stock of the Borrowers and its Subsidiaries; or (ii) to any shareholder, director or officer of the Borrowers and its Subsidiaries, including, without limitation, any management fees (but excluding payment of compensation in respect of employees of the Borrowers and its Subsidiaries in the ordinary course of business and in accordance with the Financial Model); or (iii) to any holder of Subordinated Debt or to any shareholder, director or officer of any holder of Subordinated Debt;

(e) pay the Borrowers' legal and advisor fees, including fees that have already been incurred, from the Equity Injection or from any other further cash injections prior

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to payment of all outstanding fees that the Lender has incurred to its professional advisors, including (without limitation) KSV Advisory Inc. and Aird & Berlis LLP.

9.7 **Remedies**. In addition to the rights and remedies available to the Lender under the Loan Agreement, any other Loan Document, and under this Agreement, at law or in equity, on the Forbearance Termination Date or upon the occurrence of an Event of Default, whichever is earlier:

(a) the outstanding balance of the Obligations owing by the Borrowers to Lender shall, at the option of Lender, become immediately due and payable; and

(b) the Loan Documents shall, at Lender's option, become enforceable in accordance with their terms, including without limitation, the Lender's right to the appointment of a private receiver or the court appointment of an interim receiver, national receiver and receiver and manager of the property, assets, and undertakings of any Borrower.

ARTICLE 10 - REPRESENTATIONS AND WARRANTIES

10.1 Each Borrower represents and warrants that:

(a) the execution, delivery and performance of this Agreement are within its respective corporate power and authority and have been duly authorized by all necessary corporate action and this Agreement constitutes a valid and legally binding agreement enforceable against the Borrowers in accordance with its terms; and

(b) the execution, delivery and performance of this Agreement does not and will not violate any Law to which a Borrower is subject, or conflict with a Borrower's constating documents.

10.2 Each Borrower hereby confirms and reaffirms that all representations and warranties made in Article 5 of the Loan Agreement are true, accurate, and complete in all material respects as of the date of this Agreement, except for those representations and warranties that are made as of a specific date in the Loan Agreement.

ARTICLE 11 - GENERAL PROVISIONS

11.1 **Reimbursement**. The Borrowers agree to reimburse the Lender in respect of all reasonable expenses (including fees and disbursements) which the Lender has incurred or will incur in connection with the negotiation and preparation of this Agreement, and the administration and the enforcement of the Loan Agreement, any other Loan Document, and this Agreement. To the extent such expenses have not been included in the Obligations, the Lender may pay such expenses directly and the amount so paid shall form part of the Obligations, shall bear interest from the date of payment at highest rate of interest set out in the Loan Agreement or any other Loan Document and shall be secured by the Loan Agreement.

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11.2 **Independent Legal Advice**. The Borrowers acknowledge that, in executing and delivering this Agreement, they have acted and continue to act freely and without duress. The Borrowers acknowledge that the actions of the Lender in entering into this Agreement have been fair and reasonable and that the Lender i) has not acted in a managerial capacity with respect to the Borrowers, and (ii) has no fiduciary duty to the Borrowers in connection with this Agreement, the Loan Agreement, or any other Loan Documents. The Borrowers confirm that they have had the benefit of independent legal advice in connection with the negotiation of this Agreement. The Borrowers hereby waive and agree not to assert or cause to be asserted any defence, right or claim with respect to any matter set forth in this Agreement.

11.3 **Capacity and Authority**. The Borrowers represent and warrant to the Lender that they have the capacity and authority to enter into and perform their obligations under this Agreement.

11.4 **Releases**: Each of the Borrowers hereby agrees that it absolutely and irrevocably releases the Lender and its officers, directors, employees, solicitors, advisors, and agents (collectively, the "**Releasees**") of and from any and all claims which they may have in respect of the Releasees up to and including the date hereof including, without limitation, any actions taken by the Lender in dealing with the Borrowers, the Obligations, the Loan Agreement, the Loan Documents, or with the administration of the Borrower's accounts with the Lender.

11.5 **Notices**. Any notice, consent or approval required or permitted to be given in connection with this Agreement (a **"Notice"**) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

(a) in the case of a Notice to the Lender:

National Bank of Canada
130 King Street West
Exchange Tower, 29th Floor
Toronto, ON M5X 1J9

Attention: John Karkoutlian
E-mail: john.karkoutlian@nbc.ca

and with a copy to:

Aird & Berlis LLP
Brookfield Place
181 Bay Street
Suite 1800
Toronto, ON M5J 2T9

Attention: Steve Graff

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E-mail: sgraff@airdberlis.com

(b) in the case of a Notice to the Borrowers:

c/o Drop Technologies Inc.
39 Queens Quay E #1202
Toronto, ON M5A 1B6

Attention: Derrick Fung
E-mail: Derrick@joindrop.com

and with a copy to:

Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. box 50
Toronto, ON M5X 1B8

Attention: Martha Martindale
E-mail: mmartindale@osler.com

The date of receipt of such notice shall be the date of the actual delivery to the address specified if delivered or the date of actual transmission to the electronic address if sent by electronic communication, respectively, unless such date is not a Business Day, in which event the date of receipt shall be the next Business Day immediately following the date of such delivery or transmission.

11.6 **Assignment**. The Borrowers may not assign this Agreement or any rights or obligations under this Agreement.

11.7 **Amendment**. No amendment, modification, waiver of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.

11.8 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party), and permitted assigns.

11.9 **No Third-Party Beneficiaries**. Unless expressly stated herein, this Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary hereof.

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11.10 **No Novation**. This Agreement shall not constitute and shall not be deemed or construed to be a satisfaction, reinstatement, novation or release of the Loan Agreement and any Loan Document.

11.11 **Execution and Delivery**. This Agreement may be executed in counterparts, and acceptance of this Agreement may be provided by email transmission in PDF format and, on such execution and transmission, this Agreement shall be binding on the parties with the same force and effect as if originally executed.

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IN WITNESS OF WHICH the parties have duly executed this Agreement on the date described above.

Lender
NATIONAL BANK OF CANADA

Per: DocuSigned by: C. Podsiadlo 6F81A541BDB542F...
Name: Caroline Podsiadlo
Title: Senior Director

Per: DocuSigned by: John Karkoutlian 9BC09D8895EC4B1...
Name: John Karkoutlian
Title: Senior Manager

Borrowers
DROP TECHNOLOGIES INC.

Per: DocuSigned by: Derrick Fung F9F1CE4498C3475...
Name: Derrick Fung
Title: Chief Executive Officer

Per:_____
Name:
Title:

I/We have authority to bind the corporation

DROP TECHNOLOGIES USA INC.

Per: DocuSigned by: Derrick Fung F9F1CE4498C3475...
Name: Derrick Fung
Title: President and Secretary

Per:_____
Name:
Title:

I/We have authority to bind the corporation

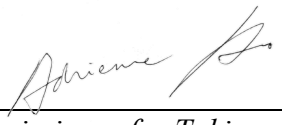
DROP TECHNOLOGIES HOLDINGS ULC

Per: DocuSigned by: Derrick Fung F9F1CE4498C3475...
Name: Derrick Fung
Title: Chief Executive Officer

Per:_____
Name:
Title:

I/We have authority to bind the corporation

This is Exhibit "O" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

Execution Version

EIGHTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS AGREEMENT is made as of the 28th day of May, 2024,

BETWEEN:

NATIONAL BANK OF CANADA
(as "Lender")

– and –

DROP TECHNOLOGIES INC. (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada **("Canadian Borrower"), DROP TECHNOLOGIES USA INC.,** a corporation organized under the laws of the State of Delaware **("US Borrower") and DROP TECHNOLOGIES HOLDINGS ULC,** an unlimited liability company organized under the laws of the Alberta **("Drop ULC" and together with Canadian Borrower and US Borrower, collectively, the "Borrowers").**

RECITALS:

A. The Lender and Borrowers have entered into that certain Loan and Security Agreement dated as of September 14, 2017 as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2018, as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement dated as of September 13, 2019, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of December 8, 2020, as further amended by that certain Wavier and Fourth Amendment to Loan and Security Agreement dated as of September 27, 2021 as further amended by that certain Joinder and Fifth Amendment to Loan and Security Agreement dated as of January 12, 2022, as further amended by a letter amending agreement dated January 27, 2022, as further amended by that certain Sixth Amendment to Loan and Security Agreement dated June 30, 2022, and as further amended by the Forbearance and Seventh Amendment to the Loan and Security Agreement dated May 8, 2024 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. The Borrowers have executed and delivered to the Lender various loan documents in connection with the Loan Agreement (collectively, the "**Loan Documents**").

C. The Borrowers and Lender have agreed to further amend certain terms of the Loan Agreement subject to and in accordance with the terms of this Eighth Amendment to Loan and Security Agreement (the "**Agreement**").

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 **Definitions**. In this Agreement, unless the context otherwise requires, all capitalized terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement, as applicable.

1.2 **Gender and Number**. Words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 **Time**. Time is of the essence in the performance of the Borrowers' obligations.

1.4 **Severability**. Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality, or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

1.5 **Headings**. The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.6 **Entire Agreement**. This Agreement, the Loan Agreement, and the Loan Documents together with the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understanding or other agreements, oral or written, express, implied, or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.7 **Governing Law**. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.8 **Conflicts**. If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Loan Agreement and the other Loan Documents or any other agreement executed in connection therewith or herewith, the provisions of this Agreement shall prevail to the extent of the inconsistency.

ARTICLE 2 - AMENDMENTS

2.1 **Definitions:**The following terms and their respective definitions set forth in Section 13.1 of the Loan Agreement (Definitions) are deleted in their entirety and replaced with the followings:

(a) "**Copyrights"** are any and all copyrights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes any other form of intellectual property including trade secrets

(b) **"Intellectual Property**" means, with respect to any Person, all of such Person's right, title, and interest in and to the following, including all IP Ancillary Rights relating thereto, now or hereafter existing, created, acquired or held:

(i) its Copyrights, Trademarks, Patents, Industrial Designs and IP Licenses;

(ii) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals;

(iii) any and all source code;

(iv) any and all design rights which may be available to such Person;

(v) any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(vi) any and all design rights that may be available to such Person now or hereafter existing, created, acquired or held;

(vii) any domain names and social media accounts (including the rights to the content therein) and social media handles, website names and world web addresses that are used primarily in connection with the business of each Person and that are owned or otherwise used by such Person;

(viii) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Industrial Designs and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(ix) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Industrial Designs;

(x) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

(xi) Any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation,

to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above.

(c) "**Trademarks"** are any and all trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Borrower connected with and symbolized by such trademarks and service marks

2.2 **Definitions:** The following Definitions are added in Section 13.1 of the Loan Agreement:

(a) "**Industrial Designs**" All industrial designs, designs and design patents, whether registered, issued or unregistered and applications for the same as well as, like protections

(b) "**IP Licences**" means all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Intellectual Property

(c) "**IP Ancillary Rights**" means, with respect to any Intellectual Property, as applicable, all rights to claim priority, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right throughout the world.

2.3 **Exhibit A (Collateral).** The description of Collateral appearing as Exhibit A to the Loan Agreement is deleted in its entirety and replaced with the description of Collateral attached as Schedule 1 hereto.

2.4 **Limitation of Amendments:** The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

2.5 This Agreement shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect

ARTICLE 3 - COVENANTS

3.1 The Borrowers covenant and agree to forthwith provide notice to the Lender if any applications are made to register Intellectual Property, as such term is defined in the Loan Agreement, as amended and restated from time to time.

ARTICLE 4 - GENERAL PROVISIONS

4.1 **Reimbursement**. The Borrowers agree to reimburse the Lender in respect of all reasonable expenses (including fees and disbursements) which the Lender has incurred or will incur in connection with the negotiation and preparation of this Agreement, and the administration and the enforcement of the Loan Agreement, any other Loan Document, and this Agreement. To the extent such expenses have not been included in the Obligations, the Lender may pay such expenses directly and the amount so paid shall form part of the Obligations, shall bear interest from the date of payment at highest rate of interest set out in the Loan Agreement or any other Loan Document and shall be secured by the Loan Agreement.

4.2 **Independent Legal Advice**. The Borrowers acknowledge that, in executing and delivering this Agreement, they have acted and continue to act freely and without duress. The Borrowers acknowledge that the actions of the Lender in entering into this Agreement have been fair and reasonable and that the Lender i) has not acted in a managerial capacity with respect to the Borrowers, and (ii) has no fiduciary duty to the Borrowers in connection with this Agreement, the Loan Agreement, or any other Loan Documents. The Borrowers confirm that they have had the benefit of independent legal advice in connection with the negotiation of this Agreement. The Borrowers hereby waive and agree not to assert or cause to be asserted any defence, right or claim with respect to any matter set forth in this Agreement.

4.3 **Capacity and Authority**. The Borrowers represent and warrant to the Lender that they have the capacity and authority to enter into and perform their obligations under this Agreement.

4.4 **Releases**: Each of the Borrowers hereby agrees that it absolutely and irrevocably releases the Lender and its officers, directors, employees, solicitors, advisors, and agents (collectively, the "**Releasees**") of and from any and all claims which they may have in respect of the Releasees up to and including the date hereof including, without limitation, any actions taken by the Lender in dealing with the Borrowers, the Obligations, the Loan Agreement, the Loan Documents, or with the administration of the Borrower's accounts with the Lender.

4.5 **Amendment**. No amendment, modification, waiver of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.

4.6 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party), and permitted assigns.

4.7 **No Third-Party Beneficiaries**. Unless expressly stated herein, this Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary hereof.

4.8 **No Novation**. This Agreement shall not constitute and shall not be deemed or construed to be a satisfaction, reinstatement, novation or release of the Loan Agreement and any Loan Document.

4.9 **Execution and Delivery**. This Agreement may be executed in counterparts, and acceptance of this Agreement may be provided by email transmission in PDF format and, on such execution and transmission, this Agreement shall be binding on the parties with the same force and effect as if originally executed.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS OF WHICH the parties have duly executed this Agreement on the date described above.

Lender
NATIONAL BANK OF CANADA

DocuSigned by:
Per: John Karkoutlian
5BC09D8895EC4B1...
Name: John Karkoutlian
Title: Senior Manager

DocuSigned by:
Per: C. Podsiadlo
16E81A91BDB522F...
Name: Caroline Podsiadlo
Title: Senior Director

Borrowers
DROP TECHNOLOGIES INC.

DocuSigned by:
Per: Derrick Fung
F9F1CE4498C3475...
Name: Derrick Fung
Title: Chief Executive Officer

Per:_____
Name:
Title:

I/We have authority to bind the corporation

DROP TECHNOLOGIES USA INC.

DocuSigned by:
Per: Derrick Fung
F9F1CE4498C3475...
Name: Derrick Fung
Title: President and Secretary

Per:_____
Name:
Title:

I/We have authority to bind the corporation

DROP TECHNOLOGIES HOLDINGS ULC

DocuSigned by:
Per: Derrick Fung
F9F1CE4498C3475...
Name: Derrick Fung
Title: Chief Executive Officer

Per:_____
Name:
Title:

I/We have authority to bind the corporation

Schedule 1

EXHIBIT A – COLLATERAL

1. "**Collateral**" means all of the present and future:

   (a) undertakings;

   (b) interests; and

   (c) Personal Property;

of Borrower, including Books and Records, Contracts and Permits, and including all such property in which Borrower now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by Borrower, and all Proceeds of any of the foregoing, wherever located.

2. Capitalized terms used but not otherwise defined in this Exhibit A shall have the meanings given to them in the Loan Agreement, and the following terms have the following meanings:

"**Accessions**", "**Chattel Paper**", "**Document of Title**", "**Equipment**", "**Goods**", "**Instrument**", "**Intangible**", "**Inventory**", "**Investment Property**", and "**Money**" have the meanings given to them in the Code.

"**Books and Records**" means all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the undertakings, interests and Personal Property of Borrower which are at any time owned by Borrower or to which Borrower (or any Person on Borrower's behalf) has access.

"**Personal Property**" means personal property and includes Accounts (including all present and future tax credits, tax refunds and other sums of a similar nature due to Borrower by any fiscal authority), Chattel Paper, Documents of Title, Equipment, Goods, Instruments, Intangibles, Inventory, Investment Property, Money, Intellectual Property and includes all Accessions and Proceeds to any of the foregoing).

DocuSign

Certificate Of Completion

Envelope Id: 023BC8FAF58B427DB448CC0517809E7E
Status: Completed
Subject: Complete with Docusign: Eighth Amendment - Execution Version.pdf
Source Envelope:
Document Pages: 8
Signatures: 5
Envelope Originator:
Certificate Pages: 5
Initials: 0
Adrienne Ho
AutoNav: Enabled
AHo@airdberlis.com
EnvelopeId Stamping: Disabled
IP Address: 99.229.219.170
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original
5/31/2024 9:50:01 PM
Holder: Adrienne Ho
AHo@airdberlis.com
Location: DocuSign

Signer Events	Signature	Timestamp
Caroline Podsiadlo caroline.podsiadlo@nbc.ca Senior Manager & Team Lead Security Level: Email, Account Authentication (None)	DocuSigned by:  6F81A541BDB542F... Signature Adoption: Drawn on Device Using IP Address: 163.116.130.112	Sent: 5/31/2024 9:54:54 PM Viewed: 6/2/2024 1:07:30 PM Signed: 6/2/2024 1:17:07 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2024 1:07:30 PM ID: a4178882-859b-4cf8-9d5e-7b15e9819f03		
Derrick Fung derrick@joindrop.com Security Level: Email, Account Authentication (None)	DocuSigned by:  F9F1CE4498C3475... Signature Adoption: Pre-selected Style Using IP Address: 205.175.214.217	Sent: 5/31/2024 9:54:56 PM Viewed: 5/31/2024 10:26:01 PM Signed: 5/31/2024 10:26:10 PM
Electronic Record and Signature Disclosure: Accepted: 5/31/2024 10:26:01 PM ID: e669b8c3-891a-4e8a-818f-9828a70042da		
John Karkoutlian john.karkoutlian@bnc.ca Security Level: Email, Account Authentication (None)	DocuSigned by:  5BC09D8895EC4B1... Signature Adoption: Pre-selected Style Using IP Address: 163.116.130.114	Sent: 5/31/2024 9:54:55 PM Viewed: 6/1/2024 9:31:17 AM Signed: 6/1/2024 9:31:25 AM
Electronic Record and Signature Disclosure: Accepted: 6/1/2024 9:31:17 AM ID: 41821fbf-a8cd-41a9-a3ad-d518a0d120f9		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Andrew Irwin AIrwin@osler.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/31/2024 9:54:56 PM Viewed: 5/31/2024 9:56:12 PM
Martha Martindale mmartindale@osler.com Principal Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/31/2024 9:54:57 PM
Matthew Di Prata mdiprata@osler.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/31/2024 9:54:57 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/31/2024 9:54:58 PM
Certified Delivered	Security Checked	6/1/2024 9:31:17 AM
Signing Complete	Security Checked	6/1/2024 9:31:25 AM
Completed	Security Checked	6/2/2024 1:17:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Aird & Berlis LLP or Aird & McBurney LP (we or us) may be required by law to provide certain written notices or disclosures. Described below are the terms and conditions for providing you with these notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully.

If you can access this information electronically to your satisfaction and agree to these terms and conditions, please check the 'I agree' box.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after they are first sent to you. After that time, if you want paper copies of any documents, you will be charged $0.25 per-page. You may request delivery of paper copies by following the procedure set out below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you, because we will need to send the required notices or disclosures in paper format, and wait for your acknowledgment of their receipt. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically and you will no longer be able to use the DocuSign system with us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described in this document, we will send electronically through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of our relation. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all required notices and disclosures by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of notices and disclosures electronically from us.

How to contact us:

You may contact us by e-mail message at help@airdberlis.com to inform us of changes to your contact information, request paper copies of certain information and withdraw your consent to receive notices and disclosures electronically.

To advise us of your new email address e-mail

To let us know of a change in your e-mail address where we should send notices and disclosures electronically, you must send an e-mail message to us at help@airdberlis.com stating your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign to arrange for your new e-mail address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from us

To request delivery of paper copies of notices and disclosures previously provided electronically, you must send us an e-mail message at help@airdberlis.com, stating your e-mail address, full name, postal address and telephone number. We will bill you for any fees at that time.

To withdraw your consent

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session and, on the subsequent page, select the check-box indicating you wish to withdraw your consent, or

ii. send an e-mail message to us at help@airdberlis.com, stating your e-mail, full name, postal address and telephone number. We do not need any other information from you to withdraw

consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and softwaresystem requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other

To confirm that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will send you, please verify that you were able to (a) read this electronic disclosure , (b) print on paper or electronically save this page for your future reference and access or (c) e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access.

If you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please check the 'I agree' box.

By checking the 'I agree' box, I confirm that:

- I can access and read this CONSENT TO RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Unless I notify Aird & Berlis LLP or Aird & McBurney LP as described above, I consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to me by Aird & Berlis LLP or Aird & McBurney LP during our relation.

This is Exhibit "P" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

NINTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS AGREEMENT is made as of the 20th day of December, 2024,

BETWEEN:

NATIONAL BANK OF CANADA
(as "Lender")

– and –

DROP TECHNOLOGIES INC. (formerly known as Drop Loyalty Inc.), a corporation organized under the laws of Canada **("Canadian Borrower"), DROP TECHNOLOGIES USA INC.,** a corporation organized under the laws of the State of Delaware **("US Borrower") and DROP TECHNOLOGIES HOLDINGS ULC,** an unlimited liability company organized under the laws of the Alberta **("Drop ULC" and together with Canadian Borrower and US Borrower, collectively, the "Borrowers").**

RECITALS:

A. The Lender and Borrowers have entered into that certain Loan and Security Agreement dated as of September 14, 2017 as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2018, as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement dated as of September 13, 2019, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of December 8, 2020, as further amended by that certain Wavier and Fourth Amendment to Loan and Security Agreement dated as of September 27, 2021 as further amended by that certain Joinder and Fifth Amendment to Loan and Security Agreement dated as of January 12, 2022, as further amended by a letter amending agreement dated January 27, 2022, as further amended by that certain Sixth Amendment to Loan and Security Agreement dated June 30, 2022, as further amended by the Forbearance and Seventh Amendment to the Loan and Security Agreement dated May 8, 2024, and as further amended by the Eighth Amendment to the Loan and Security Agreement dated May 28, 2024 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. The Borrowers have executed and delivered to the Lender various loan documents in connection with the Loan Agreement (collectively, the "**Loan Documents**").

C. The Borrowers and Lender have agreed to further amend certain terms of the Loan Agreement subject to and in accordance with the terms of this Ninth Amendment to Loan and Security Agreement (the "**Agreement**").

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 **Definitions**. In this Agreement, unless the context otherwise requires, all capitalized terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement, as applicable.

1.2 **Gender and Number**. Words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 **Time**. Time is of the essence in the performance of the Borrowers' obligations.

1.4 **Severability**. Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality, or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

1.5 **Headings**. The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.6 **Entire Agreement**. This Agreement, the Loan Agreement, and the Loan Documents together with the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understanding or other agreements, oral or written, express, implied, or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.7 **Governing Law**. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.8 **Conflicts**. If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Loan Agreement and the other Loan Documents or any other agreement executed in connection therewith or herewith, the provisions of this Agreement shall prevail to the extent of the inconsistency.

ARTICLE 2 - AMENDMENTS

2.1 Article 4.1(h) in the Forbearance and Seventh Amendment to the Loan and Security Agreement dated May 8, 2024 (the "**Forbearance Agreement**") shall be deleted in its entirety and replaced as follows:

> *written confirmation that all of the Borrowers' depository and operating accounts, securities/investment accounts (including, for greater certainty, but without limitation, accounts held with RBC Dominion Securities Inc.) and any funds therein have been transferred to the Lender within 90 days of the execution of this Agreement though such provision does not apply to i) the Borrowers' account at Silicon Valley Bank at 3005 Tasman Dr., Santa Clara, CA 95054, USA, bearing Account No.* [redacted] *(Routing No. 121140399/Swift Code SVBKUS6S) ("US Account"); and ii) the Borrowers' credit cards with the Royal Bank of Canada and related cash collateral, as long as such amount does not exceed $346,000 .*

2.2 The following clause shall be deleted from Forbearance and Seventh Amendment to the Loan and Security Agreement dated May 8, 2024 (the "**Forbearance Agreement**"):

> *9.5 The Borrowers covenant and agree to take steps to discharge any security registrations registered by First-Citizens Bank & Trust Company by July 30, 2024, failing which this shall constitute an Event of Default.*

ARTICLE 3 - GENERAL PROVISIONS

3.1 **Reimbursement**. The Borrowers agree to reimburse the Lender in respect of all reasonable expenses (including legal fees and disbursements) which the Lender has incurred or will incur in connection with the negotiation and preparation of this Agreement, and the administration and the enforcement of the Loan Agreement, any other Loan Document, and this Agreement. To the extent such expenses have not been included in the Obligations, the Lender may pay such expenses directly and the amount so paid shall form part of the Obligations, shall bear interest from the date of payment at highest rate of interest set out in the Loan Agreement or any other Loan Document and shall be secured by the Loan Agreement.

3.2 **Independent Legal Advice**. The Borrowers acknowledge that, in executing and delivering this Agreement, they have acted and continue to act freely and without duress. The Borrowers acknowledge that the actions of the Lender in entering into this Agreement have been fair and reasonable and that the Lender i) has not acted in a managerial capacity with respect to the Borrowers, and (ii) has no fiduciary duty to the Borrowers in connection with this Agreement, the Loan Agreement, or any other Loan Documents. The Borrowers confirm that they have had the benefit of independent legal advice in connection with the negotiation of this Agreement. The Borrowers hereby waive and agree not to assert or cause to be asserted any defence, right or claim with respect to any matter set forth in this Agreement.

3.3 **Capacity and Authority**. The Borrowers represent and warrant to the Lender that they have the capacity and authority to enter into and perform their obligations under this Agreement.

3.4 **Releases**: Each of the Borrowers hereby agrees that it absolutely and irrevocably releases the Lender and its officers, directors, employees, solicitors, advisors, and agents (collectively, the "**Releasees**") of and from any and all claims which they may have against the Releasees up to and including the date hereof including, without limitation, any actions taken by the Lender in dealing with the Borrowers, the Obligations, the Loan Agreement, the Loan Documents, or with the administration of the Borrower's accounts with the Lender.

3.5 **Amendment**. No amendment, modification, waiver of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.

3.6 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party), and permitted assigns.

3.7 **No Third-Party Beneficiaries**. Unless expressly stated herein, this Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary hereof.

3.8 **No Novation**. This Agreement shall not constitute and shall not be deemed or construed to be a satisfaction, reinstatement, novation or release of the Loan Agreement and any Loan Document.

3.9 **Execution and Delivery**. This Agreement may be executed in counterparts, and acceptance of this Agreement may be provided by email transmission in PDF format and, on such execution and transmission, this Agreement shall be binding on the parties with the same force and effect as if originally executed.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS OF WHICH the parties have duly executed this Agreement on the date described above.

Lender
NATIONAL BANK OF CANADA

DocuSigned by:
Per: John Karkoutlian
5BC09D8805EC4B1...
Name: John Karkoutlian
Title: Senior Manager

DocuSigned by:
Per: C. Podsiadlo
6F61A541BDB542F...
Name: Caroline Podsiadlo
Title: Senior Director

Borrowers
DROP TECHNOLOGIES INC.

DocuSigned by:
Per: Derrick Fung
F9F1CE4498C3475...
Name: Derrick Fung
Title: Chief Executive Officer

Per:_____
Name:
Title:

I/We have authority to bind the corporation

DROP TECHNOLOGIES USA INC.

DocuSigned by:
Per: Derrick Fung
F9F1CE4498C3475...
Name: Derrick Fung
Title: President and Secretary

Per:_____
Name:
Title:

I/We have authority to bind the corporation

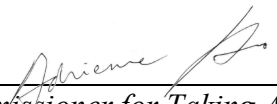
DROP TECHNOLOGIES HOLDINGS ULC

DocuSigned by:
Per: Derrick Fung
F9F1CE4498C3475...
Name: Derrick Fung
Title: Chief Executive Officer

Per:_____
Name:
Title:

I/We have authority to bind the corporation

This is Exhibit "Q" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

Execution Version

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of the 28th day of May, 2024, by and between **DROP TECHNOLOGIES INC. (formerly known as Drop Loyalty Inc.),** a corporation organized under the laws of Canada **("Canadian Borrower"), DROP TECHNOLOGIES USA INC.,** a corporation organized under the laws of the State of Delaware **("US Borrower") and DROP TECHNOLOGIES HOLDINGS ULC,** an unlimited liability company organized under the laws of the Alberta **("Drop ULC" and together with Canadian Borrower and US Borrower,** each a "**Grantor**" and collectively the "**Grantors**"**)** and **NATIONAL BANK OF CANADA** ("**NBC**"), as lender as defined in the Loan Agreement (as defined below).

RECITALS

A. The Lender and Grantors have entered into that certain Loan and Security Agreement dated as of September 14, 2017 as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2018, as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement dated as of September 13, 2019, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of December 8, 2020, as further amended by that certain Wavier and Fourth Amendment to Loan and Security Agreement dated as of September 27, 2021 as further amended by that certain Joinder and Fifth Amendment to Loan and Security Agreement dated as of January 12, 2022, as further amended by a letter amending agreement dated January 27, 2022, and as further amended by that certain Sixth Amendment to Loan and Security Agreement dated June 30, 2022, as further amended by the Forbearance and Seventh Amendment to the Loan and Security Agreement dated May 8, 2024 (the "**Forbearance Agreement**"), and as further amended by the Eighth Amendment to the Loan Agreement dated May 28, 2024 (the "**Eighth Amendment**"), as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. Pursuant to the Forbearance Agreement and the Eighth Amendment, the Grantors have agreed to grant the Lender a security interest in its Intellectual Property (as defined below) to secure the obligations.

C. Pursuant to the terms of the Loan Agreement, each Grantor has granted to the Lender a security interest in all each Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of each Grantor's obligations to the Lender, each hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure each Grantor's obligations to the Lender, each Grantor grants and pledges to the Lender, a continuing security interest in all of Grantor's right,

title and interest in, to and under its intellectual property, now or hereafter existing, created, acquired or held (all of which shall collectively be called the "**Intellectual Property**"), including, without limitation, the following:

(a) Any and all copyrights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes any other form of intellectual property including trade secrets, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals;

(i) Any and all source code;

(ii) Any and all design rights which may be available to such Grantor;

(c) Any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(d) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(f) Any and all trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks and service marks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(g) All industrial designs, designs and design patents, whether registered, issued or unregistered and applications for the same as well as, like protections including without limitation the industrial design and industrial design applications set forth on Exhibit D (collectively, the "**Industrial Designs**");

(h) Any domain names and social media accounts (including the rights to the content therein) and social media handles, website names and world web addresses, including without limitation the items set forth on Exhibit E, that are used primarily in connection with the business of each Grantor and that are owned or otherwise used by such Grantor;

(i) Any IP Ancillary Rights, which means, with respect to any Intellectual Property, as applicable, all rights to claim priority, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with

respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right throughout the world.

(j) All contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any of the Intellectual Property rights identified herein;

(k) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Industrial Designs and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(l) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Industrial Designs; and

(m) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

(n) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified herein.

2. Recordation. Each Grantor authorizes the Canadian Intellectual Property Office, United States Patent and Trademark Office, the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Lender.

3. Authorization. Grantor hereby authorizes the Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which are hereby incorporated herein by reference. The provisions of the Loan Agreement shall supersede and have control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Intellectual Property are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. This Agreement and the security interest granted herein shall automatically terminate when the Loan Agreement is terminated, and the Lender has no further obligations to extend any advances to any Grantor under the Loan Agreement.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DROP TECHNOLOGIES INC.

By: DocuSigned by: Derrick Fung F9F1CE4498C3475...

Name: Derrick Fung

Title: Chief Executive Officer

DROP TECHNOLOGIES USA INC.

By: DocuSigned by: Derrick Fung F9F1CE4498C3475...

Name: Derrick Fung

Title: President and Secretary

DROP TECHNOLOGIES HOLDINGS ULC

By: DocuSigned by: Derrick Fung F9F1CE4498C3475...

Name: Derrick Fung

Title: Chief Executive Officer

LENDER:

NATIONAL BANK OF CANADA

DocuSigned by:
By: John Karkoutlian
5BC09D8895EC4B1...
Name: John Karkoutlian
Title: Senior Manager

NATIONAL BANK OF CANADA

DocuSigned by:
By: C. Podisadlo
6F81A541BDB542F...
Name: Caroline Podisadlo
Title: Senior Director

EXHIBIT A

Copyrights

Nil.

EXHIBIT B

Patents

US Patent

Method and system for removing personally identifiable information from transaction histories, filed Nov. 16, 2021, Application No. 17/527,898, owner Drop Technologies Inc., Inventor I-Sheng Yang

EXHIBIT C

Trademarks

Common Law Trademarks:
"Drop", "Drop Loyalty", "Drop Points", "Drop Technologies"

EXHIBIT D

Industrial Designs

Nil.

EXHIBIT E

Domain Names and Social Media Accounts

Social Media Handles:

- Facebook - @JoinDrop
- LinkedIn - @joindrop
- Twitter - @JoinDrop
- Instagram - @joindrop

Domain Names:

cardifyinternal.com
drop.engineering
dropforbusiness.ca
dropforbusiness.com
dropinternal.com
earnwithdrop.com
ewd.io
joindrop.ca
joindrop.careers
joindrop.co
joindrop.co.uk
joindrop.com
joindrop.fail
joindrop.io
withdrop.com
drop.careers
drop.support
joindrop.app
cardify.ai
drop.vip
dropfinancial.com
dropblack.com
dropeats.com
dropinsights.com
dropfomo.com
droplife.com
earnwithdrop.co.uk

fomodrop.com
paymentsmarketing.com
mydropscore.com
rewardfind.com

DocuSign

Certificate Of Completion

Envelope Id: 0462521EEABA41768DFAA40DF27D2CA9
Status: Completed
Subject: Complete with Docusign: IP Pledge - Execution Version.pdf
Source Envelope:
Document Pages: 12
Signatures: 5
Envelope Originator:
Certificate Pages: 5
Initials: 0
Adrienne Ho
AutoNav: Enabled
AHo@airdberlis.com
EnvelopeId Stamping: Disabled
IP Address: 99.229.219.170
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original
5/31/2024 10:00:57 PM
Holder: Adrienne Ho
AHo@airdberlis.com
Location: DocuSign

Signer Events	Signature	Timestamp
Caroline Podsiadlo caroline.podsiadlo@nbc.ca Senior Manager & Team Lead Security Level: Email, Account Authentication (None)	DocuSigned by:  6F81A541BDB542F... Signature Adoption: Drawn on Device Using IP Address: 163.116.142.114	Sent: 5/31/2024 10:03:18 PM Viewed: 6/1/2024 11:26:57 AM Signed: 6/2/2024 3:17:10 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2024 3:15:08 PM ID: cf2dbe2d-682e-4dfe-a879-02b40b91cbef		
Derrick Fung derrick@joindrop.com Security Level: Email, Account Authentication (None)	DocuSigned by:  F9F1CE4498C3475... Signature Adoption: Pre-selected Style Using IP Address: 205.175.214.217	Sent: 5/31/2024 10:03:19 PM Viewed: 5/31/2024 10:26:25 PM Signed: 5/31/2024 10:26:34 PM
Electronic Record and Signature Disclosure: Accepted: 5/31/2024 10:26:25 PM ID: e1e9cb1b-8945-4e6c-8660-6cac93e20a9c		
John Karkoutlian john.karkoutlian@bnc.ca Security Level: Email, Account Authentication (None)	DocuSigned by:  5BC09D8895EC4B1... Signature Adoption: Pre-selected Style Using IP Address: 163.116.130.19	Sent: 5/31/2024 10:03:20 PM Viewed: 6/3/2024 8:54:37 AM Signed: 6/3/2024 8:54:53 AM
Electronic Record and Signature Disclosure: Accepted: 6/3/2024 8:54:37 AM ID: 986500dd-5ddc-4f35-b917-6f194b72df9a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Andrew Irwin AIrwin@osler.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 5/31/2024 10:03:21 PM
Martha Martindale mmartindale@osler.com Principal Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 5/31/2024 10:03:21 PM
Matthew Di Prata mdiprata@osler.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 5/31/2024 10:03:21 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/31/2024 10:03:23 PM
Certified Delivered	Security Checked	6/3/2024 8:54:37 AM
Signing Complete	Security Checked	6/3/2024 8:54:53 AM
Completed	Security Checked	6/3/2024 8:54:53 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Aird & Berlis LLP or Aird & McBurney LP (we or us) may be required by law to provide certain written notices or disclosures. Described below are the terms and conditions for providing you with these notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully.

If you can access this information electronically to your satisfaction and agree to these terms and conditions, please check the 'I agree' box.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after they are first sent to you. After that time, if you want paper copies of any documents, you will be charged $0.25 per-page. You may request delivery of paper copies by following the procedure set out below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you, because we will need to send the required notices or disclosures in paper format, and wait for your acknowledgment of their receipt. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically and you will no longer be able to use the DocuSign system with us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described in this document, we will send electronically through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of our relation. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all required notices and disclosures by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of notices and disclosures electronically from us.

How to contact us:

You may contact us by e-mail message at help@airdberlis.com to inform us of changes to your contact information, request paper copies of certain information and withdraw your consent to receive notices and disclosures electronically.

To advise us of your new email address e-mail

To let us know of a change in your e-mail address where we should send notices and disclosures electronically, you must send an e-mail message to us at help@airdberlis.com stating your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign to arrange for your new e-mail address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from us

To request delivery of paper copies of notices and disclosures previously provided electronically, you must send us an e-mail message at help@airdberlis.com, stating your e-mail address, full name, postal address and telephone number. We will bill you for any fees at that time.

To withdraw your consent

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session and, on the subsequent page, select the check-box indicating you wish to withdraw your consent, or

ii. send an e-mail message to us at help@airdberlis.com, stating your e-mail, full name, postal address and telephone number. We do not need any other information from you to withdraw

consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and softwaresystem requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other

To confirm that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will send you, please verify that you were able to (a) read this electronic disclosure , (b) print on paper or electronically save this page for your future reference and access or (c) e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access.

If you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please check the 'I agree' box.

By checking the 'I agree' box, I confirm that:

- I can access and read this CONSENT TO RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Unless I notify Aird & Berlis LLP or Aird & McBurney LP as described above, I consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to me by Aird & Berlis LLP or Aird & McBurney LP during our relation.

This is Exhibit "R" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 13, 2024

PTAS

MR. DAVID W. NAGLE JR.
400 WEST MARKET ST.
SUITE 1800
LOUISVILLE, KY 40202

508597845

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/12/2024
REEL/FRAME: 067708/0777
NUMBER OF PAGES: 14

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
DROP TECHNOLOGIES INC.
DOC DATE: 05/28/2024

ASSIGNOR:
DROP TECHNOLOGIES USA INC.
DOC DATE: 05/28/2024

ASSIGNOR:
DROP TECHNOLOGIES HOLDINGS ULC
DOC DATE: 05/28/2024

ASSIGNEE:
NATIONAL BANK OF CANADA
800, RUE SAINT-JACQUES, 32E ETAGE
MONTREAL, CANADA H3C1A3

APPLICATION NUMBER: 17527898
FILING DATE: 11/16/2021
PATENT NUMBER:
ISSUE DATE:
TITLE: METHOD AND SYSTEM FOR REMOVING PERSONALLY IDENTIFIABLE INFORMATION FROM TRANSACTION HISTORIES

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI295045

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
DROP TECHNOLOGIES INC.	05/28/2024
DROP TECHNOLOGIES USA INC.	05/28/2024
DROP TECHNOLOGIES HOLDINGS ULC	05/28/2024

RECEIVING PARTY DATA

Company Name:	NATIONAL BANK OF CANADA
Street Address:	800, rue Saint-Jacques, 32e etage
City:	Montreal
State/Country:	CANADA
Postal Code:	H3C1A3

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17527898

CORRESPONDENCE DATA

Fax Number: 5025876391

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 5025873400
Email: dnagle@stites.com
Correspondent Name: Mr. David W. Nagle Jr.
Address Line 1: 400 West Market St.
Address Line 2: Suite 1800
Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	David Nagle
SIGNATURE:	David Nagle
DATE SIGNED:	06/12/2024

Total Attachments: 12
source=Intellectual_Property_Security Agreement-052824#page1.tif
source=Intellectual_Property_Security Agreement-052824#page2.tif
source=Intellectual_Property_Security Agreement-052824#page3.tif
source=Intellectual_Property_Security Agreement-052824#page4.tif

Execution Version

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of the 28th day of May, 2024, by and between **DROP TECHNOLOGIES INC. (formerly known as Drop Loyalty Inc.),** a corporation organized under the laws of Canada **("Canadian Borrower"), DROP TECHNOLOGIES USA INC.,** a corporation organized under the laws of the State of Delaware **("US Borrower") and DROP TECHNOLOGIES HOLDINGS ULC,** an unlimited liability company organized under the laws of the Alberta **("Drop ULC" and together with Canadian Borrower and US Borrower,** each a "**Grantor**" and collectively the "**Grantors**"**)** and **NATIONAL BANK OF CANADA** ("**NBC**"), as lender as defined in the Loan Agreement (as defined below).

RECITALS

A. The Lender and Grantors have entered into that certain Loan and Security Agreement dated as of September 14, 2017 as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2018, as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement dated as of September 13, 2019, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of December 8, 2020, as further amended by that certain Wavier and Fourth Amendment to Loan and Security Agreement dated as of September 27, 2021 as further amended by that certain Joinder and Fifth Amendment to Loan and Security Agreement dated as of January 12, 2022, as further amended by a letter amending agreement dated January 27, 2022, and as further amended by that certain Sixth Amendment to Loan and Security Agreement dated June 30, 2022, as further amended by the Forbearance and Seventh Amendment to the Loan and Security Agreement dated May 8, 2024 (the "**Forbearance Agreement**"), and as further amended by the Eighth Amendment to the Loan Agreement dated May 28, 2024 (the "**Eighth Amendment**"), as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. Pursuant to the Forbearance Agreement and the Eighth Amendment, the Grantors have agreed to grant the Lender a security interest in its Intellectual Property (as defined below) to secure the obligations.

C. Pursuant to the terms of the Loan Agreement, each Grantor has granted to the Lender a security interest in all each Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of each Grantor's obligations to the Lender, each hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure each Grantor's obligations to the Lender, each Grantor grants and pledges to the Lender, a continuing security interest in all of Grantor's right,

title and interest in, to and under its intellectual property, now or hereafter existing, created, acquired or held (all of which shall collectively be called the "**Intellectual Property**"), including, without limitation, the following:

(a) Any and all copyrights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes any other form of intellectual property including trade secrets, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals;

(i) Any and all source code;

(ii) Any and all design rights which may be available to such Grantor;

(c) Any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(d) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(f) Any and all trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks and service marks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(g) All industrial designs, designs and design patents, whether registered, issued or unregistered and applications for the same as well as, like protections including without limitation the industrial design and industrial design applications set forth on Exhibit D (collectively, the "**Industrial Designs**");

(h) Any domain names and social media accounts (including the rights to the content therein) and social media handles, website names and world web addresses, including without limitation the items set forth on Exhibit E, that are used primarily in connection with the business of each Grantor and that are owned or otherwise used by such Grantor;

(i) Any IP Ancillary Rights, which means, with respect to any Intellectual Property, as applicable, all rights to claim priority, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with

respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right throughout the world.

(j) All contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any of the Intellectual Property rights identified herein;

(k) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Industrial Designs and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(l) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Industrial Designs; and

(m) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

(n) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified herein.

2. Recordation. Each Grantor authorizes the Canadian Intellectual Property Office, United States Patent and Trademark Office, the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Lender.

3. Authorization. Grantor hereby authorizes the Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which are hereby incorporated herein by reference. The provisions of the Loan Agreement shall supersede and have control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Intellectual Property are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. This Agreement and the security interest granted herein shall automatically terminate when the Loan Agreement is terminated, and the Lender has no further obligations to extend any advances to any Grantor under the Loan Agreement.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DROP TECHNOLOGIES INC.

By: DocuSigned by: Derrick Fung F9F1CE4498C3475...

Name: Derrick Fung

Title: Chief Executive Officer

DROP TECHNOLOGIES USA INC.

By: DocuSigned by: Derrick Fung F9F1CE4498C3475...

Name: Derrick Fung

Title: President and Secretary

DROP TECHNOLOGIES HOLDINGS ULC

By: DocuSigned by: Derrick Fung F9F1CE4498C3475...

Name: Derrick Fung

Title: Chief Executive Officer

LENDER:

NATIONAL BANK OF CANADA

DocuSigned by:
By: John Karkoutlian
5BC09D8895EC4B1...
Name: John Karkoutlian
Title: Senior Manager

NATIONAL BANK OF CANADA

DocuSigned by:
By: C. Podisadlo
1-6F81A541BDB542F...
Name: Caroline Podisadlo
Title: Senior Director

EXHIBIT A

Copyrights

Nil.

EXHIBIT B

Patents

US Patent

Method and system for removing personally identifiable information from transaction histories, filed Nov. 16, 2021, Application No. 17/527,898, owner Drop Technologies Inc., Inventor I-Sheng Yang

EXHIBIT C

Trademarks

Common Law Trademarks:
"Drop", "Drop Loyalty", "Drop Points", "Drop Technologies"

EXHIBIT D

Industrial Designs

Nil.

EXHIBIT E

Domain Names and Social Media Accounts

Social Media Handles:

- Facebook - @JoinDrop
- LinkedIn - @joindrop
- Twitter - @JoinDrop
- Instagram - @joindrop

Domain Names:

cardifyinternal.com

drop.engineering

dropforbusiness.ca

dropforbusiness.com

dropinternal.com

earnwithdrop.com

ewd.io

joindrop.ca

joindrop.careers

joindrop.co

joindrop.co.uk

joindrop.com

joindrop.fail

joindrop.io

withdrop.com

drop.careers

drop.support

joindrop.app

cardify.ai

drop.vip

dropfinancial.com

dropblack.com

dropeats.com

dropinsights.com

dropfomo.com

droplife.com

earnwithdrop.co.uk

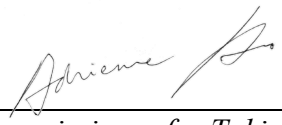
fomodrop.com

paymentsmarketing.com

mydropscore.com

rewardfind.com

This is Exhibit "S" referred to in the Affidavit of John Karkoutlian
Sworn by John Karkoutlian located in the City of Vaughan in the Province of Ontario
sworn before me at City of Toronto, in the Province of Ontario
this 20th day of August, 2025 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
Adrienne Ho (LSO# 68439N)

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.

FILE CURRENCY : 06AUG 2025

ENQUIRY NUMBER 20250807153528.30 CONTAINS 49 PAGE(S), 18 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

AIRD & BERLIS LLP
ATTN: JENAYA MCLEAN
HOLD FOR PICKUP
TORONTO ON M5J2T9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

CONTINUED... 2

Ontario

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C : FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	506188737										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD	
01		001		1		20240607 1736 1590 5665		P	PPSA	5	
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME					
02	DEBTOR										
03	NAME	BUSINESS NAME		DROP TECHNOLOGIES INC.							
								ONTARIO CORPORATION NO.			
04		ADDRESS		100 KING ST W #6200		TORONTO			ON	M5X 1B8	
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR										
06	NAME	BUSINESS NAME									
								ONTARIO CORPORATION NO.			
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT			NEW ENTERPRISE ASSOCIATES 16, L.P.							
09		ADDRESS		1954 GREENSPRING DR., SUITE 600		TIMONIUM			MD	21093	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY	DATE
10		X	X	X	X	X				

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT : OSLER, HOSKIN & HARCOURT LLP (M. MARTINDALE/P. SIDHU/1182081)

17 ADDRESS : 1 FIRST CANADIAN PLACE PO BOX 50 TORONTO ON M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	506188746								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001		1		20240607 1737 1590 5666	P PPSA	5	
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
02	DEBTOR								
03	NAME	BUSINESS NAME	DROP TECHNOLOGIES INC.						
							ONTARIO CORPORATION NO.		
04		ADDRESS	100 KING ST W #6200		TORONTO		ON	M5X 1B8	
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT	KENSINGTON VENTURE FUND II, L.P.							
09		ADDRESS	95 ST. CLAIR AVE. WEST #905		TORONTO		ON	M4V 1N6	

	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT	OSLER, HOSKIN & HARCOURT LLP (M. MARTINDALE/P. SIDHU/1182081)				
17		ADDRESS	1 FIRST CANADIAN PLACE PO BOX 50	TORONTO	ON	M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 506188755

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20240607 1737 1590 5667	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	DROP TECHNOLOGIES INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	100 KING ST W #6200			TORONTO		ON	M5X 1B8
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT		ROYAL BANK OF CANADA						
09		ADDRESS	200 BAY STREET			TORONTO		ON	M5J 2J5

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10		X	X	X	X	X		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT		OSLER, HOSKIN & HARCOURT LLP (M. MARTINDALE/P. SIDHU/1182081)			
17		ADDRESS	1 FIRST CANADIAN PLACE PO BOX 50	TORONTO	ON	M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 219
RUN DATE : 2025/08/07
ID : 20250807153528.30

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	506188764									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		001		1		20240607 1737 1590 5668		P	PPSA	5
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	NAME	BUSINESS NAME	DROP TECHNOLOGIES INC.							
								ONTARIO CORPORATION NO.		
04		ADDRESS	DROP TECHNOLOGIES INC.			TORONTO			ON	M5X 1B8
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME								
								ONTARIO CORPORATION NO.		
07		ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT		ROGUE INSIGHT CAPITAL LTD.							
09		ADDRESS	3100 STEELES AVENUE EAST, SUITE 601			MARKHAM			ON	L3R 8T3

	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT		OSLER, HOSKIN & HARCOURT LLP (M. MARTINDALE/P. SIDHU/1182081)			
17		ADDRESS	1 FIRST CANADIAN PLACE PO BOX 50	TORONTO	ON	M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 506188773

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20240607 1738 1590 5669	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	DROP TECHNOLOGIES INC.						
04		ADDRESS	100 KING ST W #6200			TORONTO	ONTARIO CORPORATION NO. ON	M5X 1B8	

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.		
07		ADDRESS							

08	SECURED PARTY / LIEN CLAIMANT	KENSINGTON PRIVATE EQUITY FUND				
09	ADDRESS	95 ST. CLAIR AVENUE WEST, SUITE 905	TORONTO	ON	M4V 1N6	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT	OSLER, HOSKIN & HARCOURT LLP (M. MARTINDALE/P. SIDHU/1182081)			
17	ADDRESS	1 FIRST CANADIAN PLACE PO BOX 50	TORONTO	ON	M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 506188791

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20240607 1738 1590 5670	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR NAME							
03		BUSINESS NAME	DROP TECHNOLOGIES INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	100 KING ST W #6200			TORONTO	ON	M5X 1B8

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR NAME							
06		BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						

08	SECURED PARTY / LIEN CLAIMANT	SIERRA VENTURES XI, L.P.					
09	ADDRESS	1400 FASHION ISLAND BLVD, SUITE 1010	SAN MATEO			CA	94404

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				

13	GENERAL COLLATERAL DESCRIPTION
14	
15	
16	REGISTERING AGENT: OSLER, HOSKIN & HARCOURT LLP (M. MARTINDALE/P. SIDHU/1182081)
17	ADDRESS: 1 FIRST CANADIAN PLACE PO BOX 50 TORONTO ON M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 506188818

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20240607 1739 1590 5671	P	PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	DROP TECHNOLOGIES INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	100 KING ST W #6200			TORONTO	ON	M5X 1B8
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		FF SAPPHIRE OPPORTUNITY FUND II, LLC					
09		ADDRESS	PO BOX 10188 SUITE 31732			NEWARK	NJ	071013188

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT : OSLER, HOSKIN & HARCOURT LLP (M. MARTINDALE/P. SIDHU/1182081)

17 ADDRESS : 1 FIRST CANADIAN PLACE PO BOX 50 TORONTO ON M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	506188836

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20240607 1739 1590 5672	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR NAME							
03	BUSINESS NAME	DROP TECHNOLOGIES INC.					ONTARIO CORPORATION NO.	
04	ADDRESS	100 KING ST W #6200			TORONTO		ON	M5X 1B8
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR NAME							
06	BUSINESS NAME						ONTARIO CORPORATION NO.	
07	ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT	SYNCHRONY FINANCIAL						
09	ADDRESS	777 LONG RIDGE ROAD			STAMFORD		CT	06902

	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				

12	
13	GENERAL COLLATERAL DESCRIPTION
14	
15	
16	REGISTERING AGENT: OSLER, HOSKIN & HARCOURT LLP (M. MARTINDALE/P. SIDHU/1182081)
17	ADDRESS: 1 FIRST CANADIAN PLACE PO BOX 50 TORONTO ON M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 219
RUN DATE : 2025/08/07
ID : 20250807153528.30

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(2542)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
506188845

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20240607 1739 1590 5673	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	DROP TECHNOLOGIES INC.					ONTARIO CORPORATION NO.	
04		ADDRESS	100 KING ST W #6200			TORONTO	ON	M5X 1B8	
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06	NAME	BUSINESS NAME						ONTARIO CORPORATION NO.	
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT		BROADER MEDIA HOLDINGS, LLC						
09		ADDRESS	125 WEST 55TH STREET, 11TH FLOOR			NEW YORK	NY	10019	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				
12					

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		OSLER, HOSKIN & HARCOURT LLP (M. MARTINDALE/P. SIDHU/1182081)			
17		ADDRESS	1 FIRST CANADIAN PLACE PO BOX 50	TORONTO	ON	M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	506188872

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20240607 1740 1590 5674	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	DROP TECHNOLOGIES INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	100 KING ST W #6200			TORONTO	ON	M5X 1B8
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		DROP DIRECT, LLC					
09		ADDRESS	524 WEST 19TH STREET, 2ND FLOOR			NEW YORK	NY	10011

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT — OSLER, HOSKIN & HARCOURT LLP (M. MARTINDALE/P. SIDHU/1182081)

17 ADDRESS — 1 FIRST CANADIAN PLACE PO BOX 50 — TORONTO — ON — M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 506188899

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20240607 1740 1590 5675	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	DROP TECHNOLOGIES INC.		
04		ADDRESS	100 KING ST W #6200	TORONTO	ONTARIO CORPORATION NO. ON M5X 1B8

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.

08	SECURED PARTY / LIEN CLAIMANT	KENSINGTON (PARALLEL) VENTURE FUND II, L.P.				
09		ADDRESS	95 ST. CLAIR AVE. WEST #905	TORONTO	ON	M4V 1N6

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT	OSLER, HOSKIN & HARCOURT LLP (M. MARTINDALE/P. SIDHU/1182081)			
17		ADDRESS	1 FIRST CANADIAN PLACE PO BOX 50	TORONTO	ON M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 778561506

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20211126 1722 1793 6876	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR NAME					
03	BUSINESS NAME	DROP TECHNOLOGIES INC.				ONTARIO CORPORATION NO.
04	ADDRESS	202 - 103 RICHMOND ST E			TORONTO	ON M5C1N9
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR NAME					
06	BUSINESS NAME					ONTARIO CORPORATION NO.
07	ADDRESS					
08	SECURED PARTY / LIEN CLAIMANT	SILICON VALLEY BANK				
09	ADDRESS	161 BAY STREET, SUITE 4410			TORONTO	ON M5J2S1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				

12 MOTOR VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT AIRD & BERLIS LLP (138068)

17 ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20230830 1027 9234 9782	

21 RECORD REFERENCED — FILE NUMBER 778561506

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			D ASSIGNMENT		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR — BUSINESS NAME	DROP TECHNOLOGIES INC.		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/05	DEBTOR/ — DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE — BUSINESS NAME			ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR	SILICON VALLEY BANK		
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		NATIONAL BANK OF CANADA		
09	ADDRESS	600 DE LA GAUCHETIERE STREET WEST	MONTREAL	QC H3B 4L2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION			

12	REGISTERING AGENT OR	MCCARTHY TETRAULT LLP (M. BELLEROSE)			
13	SECURED PARTY/ LIEN CLAIMANT — ADDRESS	5300-TORONTO DOMINION BANK TOWER	TORONTO	ON	M5K 1E6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20250228 0805 1793 6833	

21 RECORD REFERENCED — FILE NUMBER: 778561506

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/TRANSFEROR — BUSINESS NAME: DROP TECHNOLOGIES INC.

25 OTHER CHANGE
26 REASON/DESCRIPTION: AMENDED TO UPDATE THE SECURED PARTY'S ADDRESS
27
28

02/05 DEBTOR/ — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03/06 TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 NATIONAL BANK OF CANADA
09 ADDRESS: 800, RUE ST-JACQUES, 18TH FLOOR — MONTREAL — QC — H3C1A3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL COLLATERAL
13 DESCRIPTION
14
15
16 REGISTERING AGENT OR — AIRD & BERLIS LLP
17 SECURED PARTY/LIEN CLAIMANT — ADDRESS: 181 BAY STREET, SUITE 1800, BOX# 754 — TORONTO — ON — M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	753839379										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD	
01		001		3		20190729 1441 1793 7623		P	PPSA	6	
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME					
02	DEBTOR										
03	NAME	BUSINESS NAME		DROP TECHNOLOGIES INC.							
								ONTARIO CORPORATION NO.			
04		ADDRESS		202-103 RICHMOND ST E		TORONTO			ON	M5C1N9	
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR										
06	NAME	BUSINESS NAME									
								ONTARIO CORPORATION NO.			
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT			SILICON VALLEY BANK							
09		ADDRESS		3003 TASMAN DRIVE, HG-150		SANTA CLARA			CA	95054	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10		X	X	X	X	X		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				

13	GENERAL COLLATERAL DESCRIPTION	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.
14		NOTWITHSTANDING THE FOREGOING, THE COLLATERAL DOES NOT INCLUDE ANY
15		INTELLECTUAL PROPERTY OF THE DEBTOR PROVIDED, HOWEVER, THE

16	REGISTERING AGENT	AIRD & BERLIS LLP (138068-GT)			
17	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO	ON	M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 753839379

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20190729 1441 1793 7623		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME				
03		BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR NAME				
06		BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
10								OR	

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION: COLLATERAL SHALL INCLUDE ALL ACCOUNTS AND ALL PROCEEDS OF
14 INTELLECTUAL PROPERTY. PURSUANT TO THE TERMS OF A CERTAIN NEGATIVE
15 PLEDGE ARRANGEMENT WITH SECURED PARTY, DEBTOR HAS AGREED NOT TO

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 753839379

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20190729 1441 1793 7623		

		DATE OF BIRTH	FIRST GIVEN NAME	INITTIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS				
		DATE OF BIRTH	FIRST GIVEN NAME	INITTIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				
08	SECURED PARTY / LIEN CLAIMANT					
09		ADDRESS				

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

ENCUMBER ANY OF ITS INTELLECTUAL PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE SECURED PARTY.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjtfv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20190827 1450 1793 9162	

21 RECORD REFERENCED — FILE NUMBER: 753839379

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: DROP TECHNOLOGIES INC.

25 OTHER CHANGE REASON/
26 DESCRIPTION: AMENDED TO REMOVE THE GENERAL COLLATERAL DESCRIPTION FROM
27 REGISTRATION NO. 20190729 1441 1793 7623
28

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 DEBTOR/				

03/ TRANSFEREE — BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR AIRD & BERLIS LLP
17 SECURED PARTY/ ADDRESS 181 BAY STREET, SUITE 1800, BOX# 754 TORONTO ON M5J2T9
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20230912 1104 9234 0119	

21 RECORD REFERENCED — FILE NUMBER: 753839379

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			D ASSIGNMENT		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: DROP TECHNOLOGIES INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME / ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR — SILICON VALLEY BANK
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 NATIONAL BANK OF CANADA
09 ADDRESS: 600 DE LA GAUCHETIERE STREET WEST — MONTREAL — QC — H3B 4L2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			

12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — MCCARTHY TETRAULT LLP (M. BELLEROSE)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 5300-TORONTO DOMINION BANK TOWER — TORONTO — ON — M5K 1E6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20250228 0804 1793 6832	

21 RECORD REFERENCED — FILE NUMBER: 753839379

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR
24 BUSINESS NAME: DROP TECHNOLOGIES INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: AMENDED TO UPDATE THE SECURED PARTY'S ADDRESS
27
28

02/05 DEBTOR/ — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03/06 TRANSFEREE — BUSINESS NAME | ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 NATIONAL BANK OF CANADA
09 ADDRESS: 800, RUE ST-JACQUES, 18TH FLOOR — MONTREAL — QC — H3C1A3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR: AIRD & BERLIS LLP
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 181 BAY STREET, SUITE 1800, BOX# 754 — TORONTO — ON — M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01	001		20250228 1005 1462 2395	

21 RECORD REFERENCED — FILE NUMBER: 753839379

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	1	

	FIRST GIVEN NAME	INITIAL	SURNAME
23			

24 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: DROP TECHNOLOGIES INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/ TRANSFEREE — BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS: AIRD & BERLIS LLP
17 181 BAY STREET, SUITE 1800, BOX# 754 TORONTO ON M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C - FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 736601688

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	001		20180220 1934 1531 2898	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR NAME								
03	BUSINESS NAME	DROP TECHNOLOGIES INC.				ONTARIO CORPORATION NO.			
04	ADDRESS	# 202, 103 RICHMOND STREET EAST				TORONTO	ON	M5C 1N9	
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06	BUSINESS NAME								
07	ADDRESS					ONTARIO CORPORATION NO.			
08	SECURED PARTY / LIEN CLAIMANT	ROYAL BANK OF CANADA							
09	ADDRESS	36 YORK MILLS ROAD, 4TH FLOOR				TORONTO	ON	M2P 0A4	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10					X			

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE 12				

13 GENERAL COLLATERAL DESCRIPTION 14 15 PRIORITY AGREEMENT DATED FEBRUARY 8, 2018 BETWEEN SILICON VALLEY BANK AND ROYAL BANK OF CANADA, IN FAVOR OF SECURITY AGREEMENT BETWEEN ROYAL BANK OF CANADA AND DROP TECHNOLOGIES INC.

16	REGISTERING AGENT	CANADIAN SECURITIES REGISTRATION SYSTEMS				
17	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20230127 0819 1532 8494	

21 RECORD REFERENCED — FILE NUMBER: 736601688

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	5	

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR			
24	BUSINESS NAME	DROP TECHNOLOGIES INC.		

25 OTHER CHANGE REASON/ DESCRIPTION

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/				

		BUSINESS NAME	ONTARIO CORPORATION NO.
03/06	TRANSFEREE		
04/07		ADDRESS	

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

		ADDRESS
08/09		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT OR		D + H LIMITED PARTNERSHIP		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	736427988

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20180212 1933 1531 0561	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	DROP TECHNOLOGIES INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	# 202, 103 RICHMOND STREET EAST		TORONTO		ON	M5C 1N9
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		ROYAL BANK OF CANADA					
09		ADDRESS	36 YORK MILLS ROAD, 4TH FLOOR		TORONTO		ON	M2P 0A4

	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X		X				

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT		CANADIAN SECURITIES REGISTRATION SYSTEMS			
17		ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20220120 1703 1532 0938	

21 RECORD REFERENCED — FILE NUMBER 736427988

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	DROP TECHNOLOGIES INC.		

25 OTHER CHANGE
26 REASON/ DESCRIPTION — CHANGE DEBTOR ADDRESS TO SUITE 200 120 FRONT ST EAST TORONTO
27 ON CANADA M5A4L9
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/ TRANSFEREE				
03/ BUSINESS NAME	DROP TECHNOLOGIES INC.			

				ONTARIO CORPORATION NO.
06				
04/07 ADDRESS	SUITE 200 , 120 FRONT ST EAST	TORONTO	ON	M5A4L9

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10			X	X					

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR		D + H LIMITED PARTNERSHIP			
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20230113 0825 1532 5011	

21 RECORD REFERENCED — FILE NUMBER 736427988

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	5	

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR			
24	BUSINESS NAME	DROP TECHNOLOGIES INC.		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/				
03/06	TRANSFEREE	BUSINESS NAME			ONTARIO CORPORATION NO.
04/07		ADDRESS			

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR — D + H LIMITED PARTNERSHIP
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 2 ROBERT SPECK PARKWAY, 15TH FLOOR — MISSISSAUGA — ON — L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 735899418

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20180124 0929 1793 6240	P	PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	DROP TECHNOLOGIES INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	202-103 RICHMOND ST E			TORONTO	ON	M5C1N9
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		SILICON VALLEY BANK					
09		ADDRESS	3003 TASMAN DRIVE, HG-150			SANTA CLARA	CA	95054

	COLLATERAL CLASSIFICATION CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.
14	COLLATERAL	NOTWITHSTANDING THE FOREGOING, THE COLLATERAL DOES NOT INCLUDE ANY
15	DESCRIPTION	INTELLECTUAL PROPERTY OF THE DEBTOR PROVIDED, HOWEVER, THE

16	REGISTERING AGENT	AIRD & BERLIS LLP			
17	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO	ON	M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 735899418

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20180124 0929 1793 6240		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR NAME				

03 BUSINESS NAME — ONTARIO CORPORATION NO.

04 ADDRESS

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR NAME				

06 BUSINESS NAME — ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION — COLLATERAL SHALL INCLUDE ALL ACCOUNTS AND ALL PROCEEDS OF
14 INTELLECTUAL PROPERTY. PURSUANT TO THE TERMS OF A CERTAIN NEGATIVE
15 PLEDGE ARRANGEMENT WITH SECURED PARTY, DEBTOR HAS AGREED NOT TO

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	735899418

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20180124 0929 1793 6240		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			

08	SECURED PARTY / LIEN CLAIMANT
09	ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL COLLATERAL DESCRIPTION: ENCUMBER ANY OF ITS INTELLECTUAL PROPERTY WITHOUT THE PRIOR WRITTEN
14	CONSENT OF THE SECURED PARTY.
15	
16	REGISTERING AGENT
17	ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 31

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	1		20190729 1442 1793 7624	

RECORD REFERENCED	FILE NUMBER	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	735899418			B RENEWAL	2	

	FIRST GIVEN NAME	INITIAL	SURNAME
REFERENCE DEBTOR/ TRANSFEROR			

BUSINESS NAME: DROP TECHNOLOGIES INC.

OTHER CHANGE REASON/ DESCRIPTION

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
DEBTOR/ TRANSFEREE				

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

YEAR	MAKE	MODEL	V.I.N.

MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT ADDRESS: AIRD & BERLIS LLP, 181 BAY STREET, SUITE 1800, BOX# 754, TORONTO, ON, M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20220829 1234 5064 1025	

21 RECORD REFERENCED — FILE NUMBER: 735899418

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	05	

	FIRST GIVEN NAME	INITIAL	SURNAME
23			

24 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: DROP TECHNOLOGIES, INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/			

03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			

12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR — ESC CORPORATE SERVICES LTD. (CSC)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 445 KING STREET W, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20230830 1005 9234 9760	

21 RECORD REFERENCED — FILE NUMBER: 735899418

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		D ASSIGNMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	DROP TECHNOLOGIES INC.		

25 OTHER CHANGE REASON/ DESCRIPTION

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/ TRANSFEREE				

03/ BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE — SILICON VALLEY BANK

08 NATIONAL BANK OF CANADA

09 ADDRESS — 600 DE LA GAUCHETIERE STREET WEST — MONTREAL — QC — H3B 4L2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR — MCCARTHY TETRAULT LLP (M. BELLEROSE)

17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 5300-TORONTO DOMINION BANK TOWER — TORONTO — ON — M5K 1E6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2lv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20240603 1252 1793 2481	

21 RECORD REFERENCED: FILE NUMBER 735899418

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR			
24	BUSINESS NAME	DROP TECHNOLOGIES INC.		

25 OTHER CHANGE
26 REASON/ DESCRIPTION: AMENDED TO AMEND AND RESTATE THE GENERAL COLLATERAL DESCRIPTION
27 IN REGISTRATION NO. 20180124 0929 1793 6240
28

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/					
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07		ADDRESS			

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED OR MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL
13 COLLATERAL ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.
14 DESCRIPTION
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT: AIRD & BERLIS LLP
17 ADDRESS: 181 BAY STREET, SUITE 1800, BOX# 754 TORONTO ON M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20250228 0803 1793 6831	

21 RECORD REFERENCED — FILE NUMBER: 735899418

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22				

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: DROP TECHNOLOGIES INC.

25 OTHER CHANGE REASON/ DESCRIPTION: AMENDED TO UPDATE THE SECURED PARTY'S ADDRESS

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME: ONTARIO CORPORATION NO.

04/07 ADDRESS:

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 NATIONAL BANK OF CANADA
09 ADDRESS: 800, RUE ST-JACQUES, 18TH FLOOR — MONTREAL — QC — H3C1A3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS: AIRD & BERLIS LLP
17 181 BAY STREET, SUITE 1800, BOX# 754 — TORONTO — ON — M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 727789023

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20170518 1237 1793 5682	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME	DROP LOYALTY INC.			ONTARIO CORPORATION NO.
04		ADDRESS	100 FRONT STREET EAST, SUITE 302	TORONTO	ON	M5A1E1
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				
08	SECURED PARTY / LIEN CLAIMANT		SILICON VALLEY BANK			
09		ADDRESS	3003 TASMAN DRIVE, HG-150	SANTA CLARA	CA	95054

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR. NOTWITHSTANDING THE FOREGOING, THE COLLATERAL DOES NOT INCLUDE ANY INTELLECTUAL PROPERTY OF THE DEBTOR PROVIDED, HOWEVER, THE

16 REGISTERING AGENT
AIRD & BERLIS LLP (138068-TGIOIA)

17 ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 37

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 727789023

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20170518 1237 1793 5682		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS				
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
COLLATERAL SHALL INCLUDE ALL ACCOUNTS AND ALL PROCEEDS OF INTELLECTUAL PROPERTY. PURSUANT TO THE TERMS OF A CERTAIN NEGATIVE PLEDGE ARRANGEMENT WITH SECURED PARTY, DEBTOR HAS AGREED NOT TO

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crjtfv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER						
00	727789023						
	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003	3		20170518 1237 1793 5682		
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.	
04		ADDRESS					
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.	
07		ADDRESS					
08	SECURED PARTY / LIEN CLAIMANT						
09		ADDRESS					

	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION
14 ENCUMBER ANY OF ITS INTELLECTUAL PROPERTY WITHOUT THE PRIOR WRITTEN
15 CONSENT OF THE SECURED PARTY.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20170802 1738 1793 9012	

21 RECORD REFERENCED — FILE NUMBER: 727789023

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: DROP LOYALTY INC.

25 OTHER CHANGE REASON/ DESCRIPTION: TO CHANGE THE ADDRESS OF THE DEBTOR

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/

03/ TRANSFEREE — BUSINESS NAME: DROP LOYALTY INC.

06 ONTARIO CORPORATION NO.

04/07 ADDRESS: 202-103 RICHMOND ST E — TORONTO — ON — M5C1N9

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR — AIRD & BERLIS LLP
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 181 BAY STREET, SUITE 1800, BOX# 754 — TORONTO — ON — M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2lv 05/2022)

Ontario

RUN NUMBER : 219
RUN DATE : 2025/08/07
ID : 20250807153528.30

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20180109 1256 1793 5675	

21 RECORD REFERENCED — FILE NUMBER 727789023

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22					

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR			
24	BUSINESS NAME	DROP LOYALTY INC.		

25 OTHER CHANGE REASON/ DESCRIPTION
26 AMENDED TO CHANGE THE NAME OF THE DEBTOR PURSUANT TO ARTICLES OF
27 AMENDMENT DATED JANUARY 5, 2018.
28

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02/ 05	DEBTOR/							
03/	TRANSFEREE	BUSINESS NAME	DROP TECHNOLOGIES INC.					
06							ONTARIO CORPORATION NO.	
04/07		ADDRESS	202-103 RICHMOND ST E			TORONTO	ON	M5C1N9

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			

12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT OR		AIRD & BERLIS LLP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800, BOX# 754	TORONTO	ON	M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 41

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20190729 1443 1793 7625	

21 RECORD REFERENCED — FILE NUMBER: 727789023

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	3	

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR — BUSINESS NAME	DROP TECHNOLOGIES INC.		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/				
03/06	TRANSFEREE	BUSINESS NAME			ONTARIO CORPORATION NO.
04/07		ADDRESS			

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR — AIRD & BERLIS LLP
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 181 BAY STREET, SUITE 1800, BOX# 754 TORONTO ON M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20211231 1419 6083 4220	

21 RECORD REFERENCED — FILE NUMBER: 727789023

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	5	

	FIRST GIVEN NAME	INITIAL	SURNAME
23			

24 REFERENCE DEBTOR/TRANSFEROR — BUSINESS NAME: DROP TECHNOLOGIES, INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05				

03/06 DEBTOR/TRANSFEREE — BUSINESS NAME / ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR — ESC CORPORATE SERVICES LTD. - CSC
17 SECURED PARTY/LIEN CLAIMANT — ADDRESS: 445 KING STREET WEST, 4TH FL TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 43

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20230912 1103 9234 0118	

21 RECORD REFERENCED — FILE NUMBER: 727789023

RENEWAL YEARS | CORRECT PERIOD

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED

22 D ASSIGNMENT

FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: DROP TECHNOLOGIES INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR — SILICON VALLEY BANK
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 NATIONAL BANK OF CANADA
09 ADDRESS — 600 DE LA GAUCHETIERE STREET WEST — MONTREAL — QC — H3B 4L2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — MCCARTHY TETRAULT LLP (M. BELLEROSE)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 5300-TORONTO DOMINION BANK TOWER — TORONTO — ON — M5K 1E6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	1		20240603 1251 1793 2480	

21 RECORD REFERENCED — FILE NUMBER: 727789023

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: DROP TECHNOLOGIES INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: AMENDED TO AMEND AND RESTATE THE GENERAL COLLATERAL DESCRIPTION
27 IN REGISTRATION NO. 20170518 1237 1793 5682
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL — ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — AIRD & BERLIS LLP
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 181 BAY STREET, SUITE 1800, BOX# 754 TORONTO ON M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2lv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20250228 0803 1793 6830	

21 RECORD REFERENCED — FILE NUMBER: 727789023

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	DROP TECHNOLOGIES INC.		

25 OTHER CHANGE REASON/ DESCRIPTION: AMENDED TO UPDATE THE SECURED PARTY'S ADDRESS

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 NATIONAL BANK OF CANADA
09 ADDRESS: 800, RUE ST-JACQUES, 18TH FLOOR — MONTREAL — QC — H3C1A3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10							

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR — AIRD & BERLIS LLP
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 181 BAY STREET, SUITE 1800, BOX# 754 — TORONTO — ON — M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 46

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 723317976

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20161212 1437 1530 2745	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR NAME					
03	BUSINESS NAME	DROP LOYALTY INC.				ONTARIO CORPORATION NO.
04	ADDRESS	SUITE 302, 100 FRONT STREET EAST			TORONTO	ON M5A 1E1
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
06	BUSINESS NAME					
07	ADDRESS					ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT	ROYAL BANK OF CANADA				
09	ADDRESS	36 YORK MILLS ROAD, 4TH FLOOR			TORONTO	ON M2P 0A4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10			X		X				

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE				

12
13 GENERAL COLLATERAL DESCRIPTION
14
15

16 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 47

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20180209 1432 1530 3642	

21 RECORD REFERENCED — FILE NUMBER: 723317976

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	DROP LOYALTY INC.		

25 OTHER CHANGE REASON/ DESCRIPTION
26 DELETE DEBTOR - DROP LOYALTY INC.
27 ADD DEBTOR - DROP TECHNOLOGIES INC.
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/ TRANSFEREE	BUSINESS NAME	DROP TECHNOLOGIES INC.				ONTARIO CORPORATION NO.
04/07	ADDRESS	#202 103 RICHMOND STREET EAST	TORONTO	ON	M5C 1N9	

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR		CANADIAN SECURITIES REGISTRATION SYSTEMS			
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 48

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE Ccurrency : 06AUG 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20211112 0900 1532 5883	

21 RECORD REFERENCED — FILE NUMBER: 723317976

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	5	

	FIRST GIVEN NAME	INITIAL	SURNAME
23			

24 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: DROP TECHNOLOGIES INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/			

03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			

12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT OR		D + H LIMITED PARTNERSHIP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 49

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
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DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DROP TECHNOLOGIES INC.
FILE CURRENCY : 06AUG 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
506188737	20240607 1736 1590 5665			
506188746	20240607 1737 1590 5666			
506188755	20240607 1737 1590 5667			
506188764	20240607 1737 1590 5668			
506188773	20240607 1738 1590 5669			
506188791	20240607 1738 1590 5670			
506188818	20240607 1739 1590 5671			
506188836	20240607 1739 1590 5672			
506188845	20240607 1739 1590 5673			
506188872	20240607 1740 1590 5674			
506188899	20240607 1740 1590 5675			
778561506	20211126 1722 1793 6876	20230830 1027 9234 9782	20250228 0805 1793 6833	
753839379	20190729 1441 1793 7623	20190827 1450 1793 9162	20230912 1104 9234 0119	20250228 0804 1793 6832
	20250228 1005 1462 2395			
736601688	20180220 1934 1531 2898	20230127 0819 1532 8494		
736427988	20180212 1933 1531 0561	20220120 1703 1532 0938	20230113 0825 1532 5011	
735899418	20180124 0929 1793 6240	20190729 1442 1793 7624	20220829 1234 5064 1025	20230830 1005 9234 9760
	20240603 1252 1793 2481	20250228 0803 1793 6831		
727789023	20170518 1237 1793 5682	20170802 1738 1793 9012	20180109 1256 1793 5675	20190729 1443 1793 7625
	20211231 1419 6083 4220	20230912 1103 9234 0118	20240603 1251 1793 2480	20250228 0803 1793 6830
723317976	20161212 1437 1530 2745	20180209 1432 1530 3642	20211112 0900 1532 5883	

41 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

NATIONAL BANK OF CANADA
Applicant

- and -

DROP TECHNOLOGIES INC.. et al.
Respondents

Court File No. CV-25-00749775-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPLICATION RECORD – VOLUME I
(Returnable August 28, 2025)

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