

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF PAYSTONE HOLDINGS INC.,
PAYSTONE INC., ATOM GROWTH INC., AND ATOM
GROWTH (USA), INC.**

Applicants

**AFFIDAVIT OF ABDULLAH SAAB
(Sworn August 22, 2026)**

I, Abdullah Saab, of the City of London, in the Province of Ontario, **MAKE OATH AND
SAY:**

1. I am the Chief Financial Officer and a director of Paystone Inc. ("**Paystone**"), as well as a director of each of Paystone Holdings Inc., Atom Growth Inc., and Atom Growth (USA) Inc. (together with Paystone, the "**Applicants**").
2. On June 5, 2026, the Applicants sought and obtained protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), pursuant to an initial Order granted by the Ontario Superior Court of Justice (Commercial List) (the "**Court**").
3. Given my role with the Applicants, I have personal knowledge of the Applicants and the matters to which I depose in this affidavit. Where I have relied on other sources for information, I have so stated and I believe them to be true.
4. As set out in greater detail in the Fifth Report of the Monitor dated August 21, 2026 (the "**Fifth Report**"), the Monitor is seeking various relief from the Court at a motion returnable

August 27, 2026. The relief includes, among other things, an Approval and Vesting Order and an Assignment Order (each as defined therein), both of which are necessary to facilitate the transaction (the “**Transaction**”) contemplated in an asset purchase agreement (the “**APA**”) dated effective August 18, 2026 between the Applicants, as sellers, and 1001632600 Ontario Inc., as purchaser (the “**Purchaser**”). As noted in the Fifth Report, the Purchaser is controlled by myself and Tarique Al-Ansari, the Chief Executive Officer of Paystone and a director of all of the Applicants.

5. The Fifth Report describes the Transaction, the APA, and the Monitor’s basis for seeking the Approval and Vesting Order and the Assignment Order (as well as a related Ancillary Order that approves various other relief). That detail is not repeated herein. Capitalized terms used and not otherwise defined herein have the meanings ascribed in the Fifth Report.

6. The purpose of this affidavit is solely to provide the Court with further information regarding certain contracts that are proposed to be assigned pursuant to the Assignment Order, and the steps taken by the Applicants to provide notice to the relevant counterparties.

I. CONTRACTS FOR WHICH ASSIGNMENT IS SOUGHT

7. The Monitor is seeking the assignment of various contracts pursuant to the Assignment Order. Certain counterparties to those contracts, most of which are vendors to one or more of the Applicants, are specifically identified in Schedule “A” to the draft Assignment Order attached to the Monitor’s Motion Record dated August 21, 2026. These parties were added to the CCAA service list and served with the Monitor’s motion.

8. In addition, the Monitor is also seeking to assign certain contracts with the Applicants' customers and partners. None of these contracts have cure costs. A list of the additional contracts sought to be assigned pursuant to the Assignment Order is attached hereto as **Confidential Exhibit "1"** (the "**Confidential Exhibit**"), which the Monitor is seeking to seal, and further details on these contracts are provided below.

A. Customer Contracts

9. As noted in the Fifth Report, the Applicants have over 38,000 customers. The Purchaser intends to continue serving all of these customers following closing of the Transaction and, accordingly, has included all contracts with the Applicants' customers as "Assigned Contracts" pursuant to the APA.

10. The Applicants have reviewed their customer contracts to determine how best to effect the assignments. Following that review, which was ongoing while the Monitor was preparing its motion materials for service, the Applicants have concluded that only a limited number of customer contracts require consent in the circumstances. The rest of the customer contracts may be assigned by the Applicants to the Purchaser without requiring the consent of the customers. An example of a contract requiring consent, with redactions applied to confidential details (and without schedules and exhibits), is attached hereto as **Exhibit "A"**.

11. It is therefore only the customer contracts which require consent from the applicable counterparties (the "**Assigned Customers**") that the Purchaser has requested be assigned pursuant to the Assignment Order. The Purchaser intends to obtain an assignment of the contracts with all other customers contractually in connection with the closing of the Transaction.

B. Partner Contracts

12. The Applicants have a significant number of technology and integration partners that are critical to the operation of the Applicants' business. Pursuant to the relevant contracts, these third-party technology and integration partners, which typically themselves provide customers with some form of technology-based service, agree to introduce or provide access to merchants or mutual customers who may use the Applicants' services. The Purchaser therefore wishes to maintain the contracts with these partners (the "**Assigned Partners**") and has designated all contracts with the Assigned Partners as "Assigned Contracts" pursuant to the APA.

13. The Applicants have undertaken a review of these contracts, which review was also ongoing while the Monitor was finalizing its motion materials for service. While none of these contracts require the counterparty to consent to assignment in the circumstances, all such contracts require 30 days' notice be provided. A template technology and integration partner contract is attached hereto as **Exhibit "B"**.

14. Given that the Outside Date under the APA is September 18, 2026 (which is less than 30 days away), and that the Applicants are projected to have sufficient liquidity to continue operations without further DIP funding only until that date if the Transaction does not close, the Purchaser has requested that all contracts with the Assigned Partners be assigned pursuant to the Assignment Order.

15. I understand that the Purchaser may seek consents from each of the Assigned Customers and Assigned Partners in advance of the hearing. If a consent is received, I understand that the Purchaser intends to remove such counterparty from the purview of the Assignment Order. However, given the tight timeline between being selected as the Successful Bidder and the

expected closing date, and the number of critical counterparties whose consent is required, the Applicants were unable to obtain all requisite consents prior to service of the Monitor's motion materials. Accordingly, I understand that the Purchaser is not prepared to proceed without an Assignment Order. The Assignment Order is contemplated in the APA, and the Applicants support the granting of the Assignment Order in order to facilitate a seamless transition.

C. Confidentiality

16. The identity of the Applicants' customers and technology and integration partners, and the terms of the contracts with those counterparties, are commercially sensitive. As noted in the Fifth Report, public disclosure of such information could provide competitors and other market participants with insight into the Applicants' commercial relationships and contractual arrangements, and could cause harm to the Purchaser's business (if the Transaction closes) or the Applicants' business (if the Transaction fails to close). The Applicants therefore support the Monitor's request to seal the Confidential Exhibit.

II. NOTICE

17. As noted above, and given the volume of reviewable contracts, the Applicants were continuing to finalize the list of contracts with their customers and partners to determine which would need to be included in the Assignment Order while the Monitor was finalizing its motion materials. As such, and in light of the confidentiality concerns expressed above, the Applicants, in consultation with the Monitor, determined that it would be appropriate for the Applicants to contact the Assigned Customers and Assigned Partners directly, rather than adding such parties to the CCAA service list.

18. As such, I instructed staff at Paystone to send copies of a notification (the “**Customer Notice**”) to each of the Assigned Customers via email.

19. A copy of the Customer Notice is attached hereto as **Exhibit “C”**. I have reviewed the issued Customer Notices, and have confirmed that a Customer Notice was provided by email to the Applicants’ existing contact for each of the Assigned Customers on the evening of August 21, 2026.

20. I also instructed staff at Paystone to send copies of a notification (the “**Partner Notice**”) to each of the Assigned Partners. A copy of the Partner Notice is attached hereto as **Exhibit “D”**. I have reviewed the issued Partner Notices, and have confirmed that the Partner Notice was provided by email to the Applicants’ existing contact for each of the Assigned Partners on the evening of August 21, 2026.

III. CONCLUSION

21. I swear this affidavit in my capacity as a director and officer of the Applicants in support of the Monitor’s motion and for no other or improper purpose.

SWORN REMOTELY by Abdullah Saab,)
 stated as being located in the City of London,)
 in the Province of Ontario, before me at the)
 City of Toronto, in the Province of Ontario, on)
 August 22, 2026, remotely via videoconference)
 in accordance with O. Reg. 431/20,)
 Administering Oath or Declaration Remotely.)



Thomas Gray

A Commissioner for Taking Affidavits in and
 for the Province of Ontario

Signed by:



Abdullah Saab

THIS IS **CONFIDENTIAL EXHIBIT “1”** REFERRED TO IN THE
AFFIDAVIT OF ABDULLAH SAAB, SWORN BEFORE ME
THIS 22ND DAY OF AUGUST, 2026.



THOMAS GRAY

A Commissioner for taking Affidavits
(or as may be)

INTENTIONALLY OMITTED

To be filed with the Court subject to sealing request

THIS IS **EXHIBIT “A”** REFERRED TO IN THE AFFIDAVIT
OF ABDULLAH SAAB, SWORN BEFORE ME
THIS 22ND DAY OF AUGUST, 2026.

A handwritten signature in black ink, appearing to read 'T. Gray', is positioned above a horizontal line.

THOMAS GRAY

A Commissioner for taking Affidavits
(or as may be)



Master Services Agreement

This Master Services Agreement (this "**Agreement**"), is effective as of the effective date set forth in the applicable initial Statement of Work executed with this document referenced therein (the "**Effective Date**"), and is entered into between DataCandy (a trade name owned by Paystone Inc.) with office located at 3200 Wonderland Rd. S., London, ON N6L1A6, Canada (the "**Service Provider**" or "**DataCandy**"), and the other entity receiving services under this Agreement [REDACTED], together with [REDACTED] who have agreed to be bound by the provisions hereof [REDACTED]

BACKGROUND:

- A. [REDACTED]
- B. [REDACTED] is designated as the exclusive purchasing and distributing agent of [REDACTED] and the [REDACTED]
- C. [REDACTED] was mandated to arrange with a qualified company to provide gift card services to [REDACTED]
- D. [REDACTED] is of the opinion that the Service Provider has the necessary qualifications, experience, and abilities to provide gift card management services to [REDACTED]
- E. The Service Provider is agreeable to providing such services to the [REDACTED] on the terms and conditions set out in this Agreement.
- F. Service Provider is aware that only those who have been approved by [REDACTED] can supply goods or services to [REDACTED]; and accordingly, Service Provider is aware that if it is not already an approved supplier of [REDACTED], a condition of this Agreement is that Service Provider will become an approved supplier before providing any goods or services [REDACTED].
- G. The services under this Agreement are provided to [REDACTED] and accordingly neither [REDACTED] bears any responsibility for any fees or other amounts that may be due and owing to Service Provider hereunder, unless specifically provided herein to the contrary. [REDACTED] is a party hereto solely for the purpose of recognizing that it will act as agent for all applicable [REDACTED] in connection with issues arising from the agreements between one or more [REDACTED] and Service Provider that are common to all the applicable [REDACTED].

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, [REDACTED] and the Service Provider (individually the "**Party**" and collectively the "**Parties**" to this Agreement) agree as follows:

1. DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings set out below.

"Additional Services" means any new Services to be provided by Service Provider to [REDACTED] further to a SOW.

“Business Day” means any day which is not a Saturday, a Sunday or a bank or public holiday in the place where the Service Provider or [REDACTED] is located.

“Confidential Information” means information of either Party and [REDACTED] marked as “Confidential” or “Proprietary” or information which should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, the terms of this Agreement as well as business plans, data, strategies, methods, customer and client lists, technical specifications, transaction data, customer data, and any Personal Information, and shall exclude any information that the receiving party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving party at the time of disclosure of such information; (B) is independently developed by the receiving Party without use of or reference to the other Party’s Confidential Information, and without breaching any provisions of this Agreement; or (C) is thereafter rightly obtained by the receiving Party from a source other than the disclosing Party without breaching any provision of this Agreement.

“Client Data” means all data that is provided by or on behalf of Client or that is received by Service Provider in connection with this Agreement including any information derived from that data and all metadata or other similar information resulting from access or use of the Services. Client Data shall also include all gift card related information, including but not limited to, card numbers and transactions in a or a format commonly used in the industry.

“Client Materials” means and includes, but is not limited to, all Client information, content, trademarks, service marks, data (including Client Data), Client intellectual property, Client Confidential Information and all assets or other property provided or licensed to Service Provider by Client or to which Service Provider was granted access to or came in to possession of as a result of this Agreement. For clarity, Client Materials include [REDACTED] materials.

“Content” means the audio and visual information, documents, software, products and services contained or made available to [REDACTED] in the course of using the Service.

“Core Gift Card Transactional Services” refers to the transactions required for physical card purchase, activation and redemption.

“DataCandy Technology” means all of Service Provider’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to [REDACTED] by Service Provider in providing the Service, and shall include all future enhancements, updates, features, and customizations created, made, conceived or reduced to practice by Service Provider in the course of this Agreement.

“Deliverables” shall mean the deliverables, documents, code, software, websites, applications, services, designs, and other materials created, invented, developed or produced for a [REDACTED] in accordance with the applicable SOW and the terms and conditions hereunder.

“Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, DataCandy Technology, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

“Go-Live Date” means the date, as provided in Schedule A (SOW 001), when Subscription Services and applicable fees shall commence following the completion of required setup and configuration work.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, provincial, municipal, or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction that apply to the performance of the Services (in the case of Service Provider), or receipt and use of Services (in the case of [REDACTED]), as applicable.

“Losses” means all losses, liabilities, judgments, damages, fines, penalties, costs, expenses, interest, causes of action, suits, demands and claims (including taxes) of whatsoever nature, and all related costs and expenses (including any and all reasonable legal fees on a solicitor and own [REDACTED] basis).

“Personal Information” means information that (i) relates to an individual person; and (ii) identifies or can be used to identify, locate, or contact that individual alone or when combined with other personal or identifying information that is or can be associated with that specific individual.

“Services” means the gift and loyalty management services to be provided by Service Provider to [REDACTED] and includes **“Subscription Services”** as defined pursuant to Section 2.1 and **“Professional Services”** as defined pursuant to Section 2.2.

“Service Provider Personnel” means all employees and Permitted Subcontractors, if any, engaged by Service Provider or Service Provider’s Affiliates to perform the Services.

“Statement of Work” or **“SOW”** shall mean a document signed by [REDACTED] and Service Provider describing a specific set of Services and their applicable scope, objective, time frame, and fees.

“Work Product” or **“Work”** shall mean all results of performance of the Services, including all works of authorship, Deliverables, reproductions, derivatives and any elements thereof, developed, created or produced for a [REDACTED] pursuant to a SOW and the terms and conditions hereunder, regardless of the form.

2. SERVICES, ACCEPTANCE & DELIVERY

- 2.1. Service Provider shall provide the **“Subscription Service”** to [REDACTED], as applicable, as initially explained in SOW 001 attached hereto as Schedule A (DataCandy Subscription Services), and which shall include the gift card program subscription, automated clearing house subscription, customers and [REDACTED] Support subscription, and user configurable reports that can be generated based on a custom start and end date range and downloaded in Excel and CSV formats. For clarity, Service Provider and [REDACTED] may amend Subscription Services by signing a new SOW for Subscription Services from time to time as agreed to between the Service Provider and [REDACTED] or at Term renewals where applicable.
- 2.2. Service Provider shall provide the **“Professional Services”**, which shall include the initial setup and configuration services to [REDACTED], as applicable, as described in more detail in the SOW 002 attached hereto as Schedule B (“DataCandy Initial Setup Services”). SOW 002 shall cover all Service Provider fees for setup and configuration up and until the Go-Live Date, as mutually agreed to between the Service Provider and [REDACTED] hereby agrees that any delays in its part to the Go-Live Date will lead to additional Service Provider fees to cover additional time and effort, and such fees will be provided for in a separate SOW where applicable. Additional SOWs shall be signed among the Service Provider and [REDACTED] for any Additional Services to be provided from time to time by Service Provider to [REDACTED], as applicable, under this Agreement.
- 2.3. Each SOW shall include the following information, if applicable:

- a) a detailed description of the Services to be performed pursuant to the SOW;
 - b) the date upon which the Services will commence and the term of such SOW;
 - c) the hourly rates or fixed fees to be paid to Service Provider under the SOW;
 - d) a project implementation plan;
 - e) payment schedules for Professional Services;
 - f) any criteria for completion of the Services;
 - g) any applicable procedures for testing and acceptance of the Deliverables by [REDACTED] and [REDACTED] and
 - h) any other terms and conditions agreed upon by the Parties in connection with the Services to be performed pursuant to such SOW.
- 2.4. Subject to the following, final delivery and acceptance of Work Product or Deliverables as identified in the applicable SOW shall not be deemed to have taken place until (i) the applicable Work Product or Deliverables conform with this Agreement and the applicable SOW; (ii) Service Provider has corrected any non-compliance with this Agreement and the applicable SOW of which Service Provider has previously been informed; and (iii) [REDACTED] has reviewed any resubmitted Work Product and, acting promptly and reasonably, indicated its acceptance or rejection of the same.
- 2.5. Service Provider shall not submit Services or Deliverables as final until it has fully evaluated and corrected all material errors and defects that were present in any preliminary versions of such Services or Deliverables, and any related Work Product; such Services or Deliverable shall be at the satisfaction of [REDACTED] acting reasonably. Service Provider shall correct all errors, defects and omissions in the Services and Deliverables on a timely basis without any additional costs to [REDACTED]. Within fourteen (14) days of the delivery of any Services or Deliverable by Service Provider to [REDACTED] will indicate its acceptance or rejection of such Service or Deliverable.

3. SERVICE PROVIDER'S OBLIGATIONS

- 3.1. Service Provider shall provide support contact in both English and French with respect to this Agreement in connection with matters pertaining to this Agreement.
- 3.2. Unless otherwise set forth in a SOW, Service Provider agrees, at its own cost and expense, to obtain, maintain (consistent with industry best practices) and provide, all materials, equipment, personnel, ancillary services, hardware and software necessary to meet its obligations under each SOW. For clarity, fees included in SOW is all inclusive of the fees payable to Service Provider to provide Services contained in SOW.
- 3.3. Service Provider shall, prior to any Service Provider Personnel performing any Services hereunder: (i) ensure that such Service Provider Personnel have the legal right to work in the jurisdiction in which they will be performing the Services; (ii) ensure that Service Provider is registered and in good standing for any applicable statutory workers' compensation or workplace insurance programs, if applicable, or that Service Provider has obtained adequate insurance covering employee injury claims; and (iii) ensure that such Service Provider Personnel have the necessary certifications or professional designations and training required to perform the Services. Service Provider shall not permit any Service Provider Personnel

convicted of an offense involving theft, fraud, breach of trust, bribery, or other similar offenses (for which the Service Provider Personnel has not received a pardon, record suspension or equivalent) to perform the Services.

- 3.4. Service Provider acknowledges and agrees that time is of the essence with respect to performance of Services and provision of Deliverables. Service Provider further acknowledges that the period of performance and provision of the Services under this Agreement, may, in part, be determined by the ability to obtain necessary information from [REDACTED]. If at any time during the term of this Agreement, Service Provider becomes aware of possible problems that could result in a delay in the schedule for performance of Services or delivery of Deliverables, Service Provider shall immediately notify the designated representative of [REDACTED] by telephone, with confirmation in writing, giving the cause and probable effect, with good faith recommendations for alternative action.
- 3.5. Service Provider is responsible for all Service Provider Personnel and for the payment of their compensation, including, if applicable, termination payments or entitlements and statutory withholdings and deductions, such as income tax, Canada Pension Plan, employment insurance, workers' compensation premiums and other payroll taxes.
- 3.6. Service Provider will use best industry-standard up-to-date virus detection software to prevent the introduction of any harmful or malicious code into the Services, Deliverables or [REDACTED] Systems. In the event that any such harmful or malicious code is introduced into the Services or Deliverables, Service Provider will, at Service Provider's expense, promptly make all modifications thereto required to remove such harmful or malicious code, and will repair any damage done to [REDACTED] or their licensees or customers. Service Provider will ensure that the Services and Deliverables have been and will be scanned for harmful or malicious code using the most recent version of generally available anti-virus and anti-malware protection and Service Provider will take all necessary precautions so that the Services and Deliverables do not transmit any harmful or malicious code to any [REDACTED] System. [REDACTED] will reasonably cooperate with Service Provider to implement sufficient procedures to satisfy [REDACTED] particular requirements for protection against harmful or malicious code.

4. [REDACTED] OBLIGATIONS

- 4.1. [REDACTED] shall appoint and, in its reasonable discretion, replace, a [REDACTED] employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of [REDACTED] with respect to matters pertaining to this Agreement. [REDACTED] shall appoint [REDACTED] Personnel, who shall be suitably skilled, experienced and have decision-making authority to respond to Service Provider's questions and unblock Service Provider in a timely manner. [REDACTED] will endeavor to maintain the same [REDACTED] employee and other key Service Provider Personnel throughout the term of this Agreement, unless due to the resignation or termination of such personnel or other circumstances outside of the [REDACTED] reasonable control.
- 4.2. [REDACTED], as applicable, shall respond in a reasonably timely manner to any Service Provider requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement; and shall provide such materials or information and meet with Service Provider as Service Provider may reasonably request, in order to carry out the Services in a timely manner and ensure that it is complete and accurate in all material respects. [REDACTED] acknowledges that any significant delays on its part, especially with respect to initial setup, may lead to further charges where additional work and effort is required from Service Provider.

5. CHANGE ORDERS

The following change order process shall govern all SOWs, unless the applicable SOW expressly amends or replaces this Section.

If the SOW does not contain a change order process, the following procedures will govern. If either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Service Provider shall, within a reasonable time after such request and, if such request is initiated by [REDACTED], not more than ten (10) business days (or another period of time mutually agreed by the Parties) after receipt of [REDACTED] written request, provide a written estimate to [REDACTED] of (i) the likely time required to implement the change and impact to the total project timeline; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). [REDACTED] must sign the Change Order and pay the associated invoice, if applicable, prior to the Service Provider executing the new work in the agreement. Neither Party shall be bound by any Change Order unless mutually agreed upon.

6. TERM AND TERMINATION

- 6.1. The term of this Agreement commences as of the Effective Date and continues in full force for three (3) years ("Term"). This Agreement automatically renews after the Term for successive 1 year periods (each a "Renewal Term") on the same terms and conditions expressed herein and current SOW. Once renewed, any and all references to "Term" applies to the Renewal Term. Notwithstanding the foregoing, the Parties have right to terminate this Agreement with 12 months written notice during any Renewal Term or minimum 12 months written notice before the expiration of the then-current Term.

This Agreement is conditional upon (i) termination of any application agreement(s) with the current supplier and (ii) successful transition of services to the Service Provider, provided however, if this condition is not met, [REDACTED] shall pay Service Provider the One Time Implementation Services Fees, as outlined in SOW002. The Parties acknowledge that completing the transition of the gift card program from [REDACTED] Service Provider by [REDACTED] is of utmost importance to [REDACTED]. While Service Provider has developed a comprehensive project plan and is dedicating significant resources to this initiative, including reprioritizing other client commitments, the timely and successful execution of the project transition from [REDACTED] to Service Provider is materially dependent on the active participation and responsiveness of [REDACTED]. This includes, but is not limited to, answering phone calls, responding to emails, and completing necessary actions as requested. Service Provider will use commercially reasonable efforts to deliver the project within the agreed timeline. However, Service Provider shall not be held liable for delays, or deficiencies, or failures in performance resulting from factors beyond its reasonable control, including, but not limited to, if the delay was directly caused by the lack of cooperation, delayed responses, or inaction by [REDACTED] or the majority of its [REDACTED]. Parties further acknowledge that full [REDACTED] participation is not feasible; transition will be deemed successfully completed if at least [REDACTED] of the current [REDACTED] have joined and receive gift card services from Service Provider by [REDACTED]. Following this transition from [REDACTED] to Service Provider, [REDACTED] will cease to obtain gift card services from [REDACTED]. Any remaining [REDACTED] (due to such [REDACTED] failure to provide active participation as reasonably requested by Service Provider by the deadlines provided in advance) or new [REDACTED] will be transitioned to Service Provider within a reasonable period of time.

- 6.2. Unless expressly provided otherwise in a SOW, the term of the SOW shall commence on the effective date of the SOW and continue thereafter and expire on the same day as the Term of

this Agreement or (ii) when all of the Deliverables and Services under the SOW have been delivered or provided, unless terminated pursuant to this Section.

- 6.3. Subject to Section 6.6 and 6.7, either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party (i) materially breaches this Agreement, and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach, (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 6.4. Upon expiration or termination of this Agreement or the applicable SOW for any reason Service Provider shall (i) promptly deliver to [REDACTED] all Deliverables (whether complete and final or interim) for which [REDACTED] has paid and all Client Materials, (ii) [REDACTED] shall promptly remove any Service Provider equipment located at [REDACTED] premises, and (iii) provide reasonable cooperation and assistance to [REDACTED] in transitioning the Services to an alternate vendor subject to Service Provider's standard professional services rates and availability, if additional support is required beyond the Provider Standard data exports in csv or excel format, acting reasonably. Parties acknowledge and agree that such transition of Services: (i) may be time consuming (and may take up to 12 months to complete transition once termination notice has been sent to Service Provider), (ii) shall include Client Materials which must be provided at no additional cost to [REDACTED], and (iii) shall include, but not limited to, data transfer using Service Provider Standard data exports in csv or excel format to alternate vendor(s) upon [REDACTED] written request.
- 6.5. For clarity, except as provided for in a SOW and subject to Sections 6.6 and 6.7, the termination of this Agreement shall automatically terminate all SOWs. In addition, all license and usage rights granted by either Party to the other will also expire or terminate upon the termination of this Agreement.
- 6.6. Subject to Section 6.7, the Service Provider may suspend Services to [REDACTED] until such time as the default is rectified as follows:
- (a) If [REDACTED] defaults in any required payment to Service Provider, after 5 business days prior written notice from Service Provider; or
 - (b) If [REDACTED] defaults in any other obligation to Service Provider, after 10 business days prior written notice from Service Provider;
- Provided that Service Provider will not suspend Services if the [REDACTED] is dealing with a dispute expeditiously and in good faith and is otherwise performing its obligations under this Agreement.
- 6.7. Notwithstanding the foregoing, both Service Provider and [REDACTED] on behalf of the [REDACTED] agree that Service Provider shall not suspend Services or terminate this Agreement, and an [REDACTED] shall not be considered to be in default under this Agreement if [REDACTED] has a bona fide dispute with respect to: (i) an invoice submitted to the [REDACTED] or (ii) any alleged default of any obligation to Service Provider; and the applicable [REDACTED] is dealing with the dispute expeditiously and in good faith and is otherwise performing its obligations under this Agreement.
- 6.8. Termination of this Agreement shall not relieve the parties from any of their pre-termination obligations pursuant to this Agreement, including any obligations contained herein. Sections 8, 9 and 13 shall survive the termination of this Agreement.

7. FEES AND EXPENSES; PAYMENT TERMS

- 7.1. All fees, costs and expenses to be paid by [REDACTED] to Services Provider in relation to the provision of the Subscription Services are set out in SOW001 (DataCandy Service Description), and in relation to the Professional Services are set out in the initial SOW002. During the term of this Agreement, [REDACTED], as applicable, shall pay for Services rendered by Service Provider in accordance with the rates and fees set forth herein and in the applicable SOW.
- 7.2. Monthly fees for Subscription Service under this Agreement will begin on the Go-Live Date. Unless otherwise specified under the applicable SOW, all fees for the Professional Services fees shall be payable upon signing of such SOW. Subscription Services fees shall remain fixed during the Initial Term and during each Renewal Term, and shall be subject to increase upon the start of each Renewal Term, upon mutual agreement.
- 7.3. Service Provider shall issue invoices for Services to each [REDACTED], as applicable, only in accordance with the terms of this Section, and each [REDACTED], as applicable, shall pay all properly invoiced amounts due to Service Provider within thirty (30) days after each [REDACTED] or [REDACTED] receipt of such invoice. [REDACTED] will pay via pre-authorized Debit (PAD) to Service Provider's bank account, except for any amounts disputed by each [REDACTED] or [REDACTED] in good faith. Any amount not paid when due will bear interest from the due date until paid at a rate equal to [REDACTED] or the maximum allowed by the applicable law, whichever is less. All payments hereunder shall be in Canadian dollars. If [REDACTED], as applicable, in good faith disputes any charges contained in any invoice, the Parties will use reasonable efforts to resolve such dispute in a timely manner.

The Service Provider shall enter into PAD agreements with [REDACTED] and must therein provide details of all fees that will be charged directly to [REDACTED], such fees being only those applicable fees provided in SOW 001. For clarity, only those fees expressly set forth in this Agreement may be charged to [REDACTED].

- 7.4. Each [REDACTED], as applicable, shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial or municipal governmental entity on any amounts payable, wire transfer by each [REDACTED] hereunder; provided, that, in no event shall each [REDACTED] pay or be responsible for any taxes, statutory withholdings, deductions or remittances, imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets. Service Provider shall provide each [REDACTED] with its business identification number or other tax identifier and such other information required by each [REDACTED] regarding Service Provider's legal status and permanent establishment for taxation purposes.
- 7.5. Without prejudice to any other right or remedy it may have, [REDACTED] reserves the right to set off at any time any amount owing to it by Service Provider against any amount payable by [REDACTED] to Service Provider under this Agreement.

8. CONFIDENTIALITY & PRIVACY

- 8.1. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations under this Agreement and in accordance with any applicable obligations in this Agreement. Confidential Information includes [REDACTED] confidential information. Each Party agrees that it will take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information

to perform such Party's obligations (which in the case of Service Provider includes performing and improving the Services for the benefit of [REDACTED] and preparing the Deliverables for the benefit of [REDACTED], or in the case of [REDACTED], to make use of the Services and Deliverables) hereunder, who each will treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such Party that are at least as stringent as those contained herein; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement, provided that, if legally permitted, the receiving party will give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. The receiving Party shall promptly notify the disclosing Party of any unauthorized disclosure or use of the Confidential Information and shall cooperate and assist the disclosing Party in preventing or remedying any such unauthorized use or disclosure.

- 8.2. Service Provider shall manage and protect Personal Information in accordance with its privacy policy, as found at www.paystone.com/legal. Without limiting the terms of the privacy policy, [REDACTED] acknowledges that Service Provider may (but have no obligation to) access, preserve and disclose [REDACTED] account data if, in good faith, it believes that same is reasonably needed to (a) comply with applicable law or legal process, (b) enforce this Agreement, or (c) protect against imminent harm to any person, any safety of any person, or any property of any person. [REDACTED] further acknowledges that the Service uses the Internet and other third-party networks, and that, accordingly, any information may be processed or transmitted over various networks (including those outside of the Service Provider's control). Service Provider's will hold in confidence, restrict access to and not disclose to third parties or use for any purpose, other than as contemplated by this Agreement, including this Section, and will maintain reasonable safeguards and other security measures designed to ensure the security and confidentiality of such information.

9. INTELLECTUAL PROPERTY

- 9.1. Service Provider shall own all rights, titles and interests in features developed by Service Provider, all its Intellectual Property Rights including all DataCandy Technology, immediately upon their creation, regardless of their level of completion. [REDACTED] hereby irrevocably grants, transfers and assigns to Service Provider all rights, titles and interests, as applicable, in all Intellectual Property Rights, including translation and reproduction rights in any form or format whatsoever, and any related intellectual property rights, and [REDACTED] agrees that Service Provider may register copyrights relative to these materials in the name of Service Provider and renew, reissue or extend such copyrights for any period permitted by law.

10. LICENSE GRANT & RESTRICTIONS

- 10.1. Service Provider hereby grants each [REDACTED] [REDACTED] a non-exclusive, non-transferable (other than in connection with a permitted assignment pursuant to this Agreement) worldwide right to access and use the Service, solely for each [REDACTED] and the [REDACTED] own lawful business purposes in accordance with the terms and conditions of this Agreement. All rights not expressly granted to each [REDACTED] are reserved by Service Provider and its licensors. As used herein, the term "Service" shall include any update, upgrade or new version of the Service released by Service Provider during the Initial Term and any renewal term thereof, which shall be provided to each [REDACTED] at no additional cost excluding optional premium features that the Provider may offer for an extra cost to [REDACTED] from time to time with such fees to be documented on a SOW signed by both parties [REDACTED] may not access the Service if it or any of its affiliates is/are a direct competitor of Service Provider, except with Service Provider's prior written consent, which may be refused in its absolute discretion. In addition, [REDACTED] may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. [REDACTED] shall not, except as expressly permitted in the Agreement, (i) license,

sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, whether for remuneration or not, the Service or the Content in any way (ii) modify or make derivative works based upon the Service or the Content; (iii) create external internet "links" to the Service or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, and/or (c) copy any ideas, features, functions or graphics of the Service.

██████████ may use the Service only for its own lawful business purposes and, without limitation, shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including, without limitation, material harmful to children or violative of third party privacy rights; (iii) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) knowingly interfere with or disrupt the integrity or performance of the Service or the software contained therein; (v) attempt to gain unauthorized access to the Service or its related systems or networks; or (vi) use the Service as a service bureau or allow the use of the Service or the software contained therein by or on behalf of third parties, except as specifically permitted in the Agreement.

10.2. ██████████ hereby grants to Service Provider the non-exclusive right, without cost or charge, to access and use the Client Materials for the purpose of providing the Services pursuant to and in accordance with this Agreement. Client Data and Client Materials shall be and remain the exclusive property of ██████████, as applicable.

10.3. DataCandy agrees to not publish any marketing, advertising or promotional material relating to ██████████ name, logos or trade-marks in any marketing, advertising or promotional material, without ██████████ prior written consent.

11. THIRD PARTY PROVIDERS

During use of the Service, ██████████ may purchase or subscribe to goods and/or services from third-party providers. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between each ██████████ and the applicable third-party. Service Provider and its licensors shall have no liability, obligation or responsibility for any relationship between ██████████ and any such third-party. Service Provider does not provide guarantees with respect to any third-party software or services. Service Provider provides Application Programming Interfaces (API) only as a matter of integration needs, and in no event shall Service Provider be responsible for any issue relating to third party integration. Service Provider provides the Service to ██████████ pursuant to the terms and conditions of the Agreement. ██████████ recognizes, however, that certain third-party providers of ancillary software, hardware or services may require its agreement to additional or different license or other terms prior to its use of or access to such software, hardware or services. Service features that may interoperate with third party Applications such as email, payment terminal, POS, social media, 1st and 3rd party gift card distributors, BI, and other third-party systems depend on the continuing availability of their respective application programming interfaces ("API") and programs for use with the Service. If any of these respective parties ceases to make its respective API or program available on reasonable terms for the Service, if security is not sufficient or it's no longer feasible to use the API, Service Provider will use commercially reasonable efforts to find an alternative method to continue providing the core gift card transactional services, such as via a POS integration. Additional fees may apply and will be negotiated in good faith between the Service Provider and ██████████. In the event that despite the Service Provider's commercially reasonable efforts to find an alternative method of providing the core transactional services to ██████████ following its inability to use Third Party APIs,

the Service Provider may cease providing such Service features; however, the Service Provider shall provide [REDACTED] with no less than ninety (90) days written notice prior to discontinuing any such services or features. Such discontinuation shall not entitle [REDACTED] to any refund, credit or other compensation, but [REDACTED] may decide to terminate this agreement with a (30) days written notice to Service Provider if the API usage discontinuation prevents Service Provider's ability to process client core transactional services. The API guides are for [REDACTED] use only. Only third parties with expressed written consent from Service Provider have permission to use the API guides.

12. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. Service Provider represents and warrants that it will provide the Service in a good and workmanlike manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the Service Provider help documentation under normal use and circumstances. [REDACTED] represents and warrants that it has not falsely identified itself nor provided any false information to gain access to the Service and that its billing information is correct.

13. INDEMNIFICATION

- 13.1. [REDACTED] shall be liable to Service Provider for, and shall indemnify and hold harmless Service Provider and its affiliates from and against all Losses in connection with or relating to any of the following:
- a) any death or bodily injury to any third party to the extent caused by the acts or omissions of [REDACTED];
 - b) any loss or damage to any tangible personal property of any third party to the extent caused by the acts or omissions of [REDACTED];
 - c) any liability to third parties arising in connection with the performance of this Agreement to the extent of and in proportion to the negligence, breach of duty, violation of applicable Laws, or other fault of [REDACTED] (including any gross negligence, wilful misconduct or fraud or any theft or other misappropriation of Service Provider's property or funds by [REDACTED]); and
 - d) the misuse, disclosure or other misappropriation by [REDACTED] of Service Provider Confidential Information in breach of [REDACTED] obligations under this Agreement.
- 13.2. Service Provider shall be liable to [REDACTED], as applicable, for, and shall indemnify and hold harmless [REDACTED], as applicable, and its affiliates from and against all Losses in connection with or relating to any of the following:
- a) any death or bodily injury to any third party to the extent caused by the acts or omissions of Service Provider;
 - b) any loss or damage to any tangible personal property of any third party to the extent caused by the acts or omissions of Service Provider;
 - c) any liability to third parties arising in connection with the performance of this Agreement to the extent of and in proportion to the negligence, breach of duty, violation of applicable Laws, or other fault of Service Provider (including any gross negligence, wilful misconduct or fraud or any theft or other misappropriation of [REDACTED] property or funds by Service Provider); and
 - d) the misuse, disclosure or other misappropriation by Service Provider of [REDACTED] Confidential Information in breach of Service Provider's obligations under this Agreement.

14. SERVICE LEVELS

Service Provider will ensure that its Core Gift Card Transactional Services are Available for each [REDACTED] use, as applicable, no less than [REDACTED] of the time, seven days a week, 365 days a year, measured on a calendar month basis, except for

emergency actions taken in response to a severe security threat, force majeure events and/or scheduled maintenance. A [REDACTED] monthly downtime allowance equals to a maximum of [REDACTED] per month. This Service level for Availability is calculated by taking (A) the number of minutes in the Scheduled Available Time (defined below) during the Availability period of a calendar month, less the total minutes of Unscheduled Down Time (defined below) during the same period, and dividing it by (B) the minutes of Scheduled Available Time during the same Availability period, the result of which shall be expressed as a percentage. During scheduled downtime (which shall be limited and reasonable), Service Provider will make commercially reasonable efforts to ensure that the Service is available for use by [REDACTED], as applicable. For purposes of this Service availability level section, the following terms have the following meanings: a) "Availability" or "Available" means Core Gift Card Transactional Services are operating and accessible, b) "Unscheduled Down Time" means any period where the Core Gift Card Transactional Service is not Available, excluding scheduled maintenance windows, critical maintenance (scheduled or unscheduled), [REDACTED] requested maintenance downtime, force majeure events and emergency actions taken in response to a severe security threat, and c) "Scheduled Available Time" means 24 hours per day/7 days per week during the applicable calendar month.

Core Gift Card Transactional Services include: physical and digital card purchase, activation and redemption.

In addition to the availability commitments, if the Core Gift Card Transactional Services are unavailable for more than four (4) consecutive hours during any single incident (excluding scheduled maintenance, force majeure events or emergency actions taken in response to a severe security threat), the following additional remedies shall apply:

Incident-Based Credit

For each outage exceeding four (4) consecutive hours:

- [REDACTED] shall be entitled to a flat credit equal to [REDACTED] of the monthly DataCandy Pro Gift Card program (as defined in SOW 001) subscription fee on the following month's invoice.

15. LIMITATION OF LIABILITY

15.1. In no event shall either Party be liable for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) regardless of the form of action, whether in contract (including fundamental breach), tort (including negligence) or otherwise, whether or not foreseeable, and even if such Party has been advised of the possibility of such damage.

15.2. Subject to Section 15.1, each Party's aggregate liability in any and all causes of action arising under, out of, or in relation to this Agreement, its performance, breach or termination shall not exceed the aggregate of the total fees paid or payable by [REDACTED] under this Agreement during the 12 months preceding the occurrence that gave rise to the liability.

16. MISCELLANEOUS

16.1. The relationship between the parties, Service Provider and [REDACTED], as applicable, is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Nothing herein shall preclude the [REDACTED] from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by Service Provider or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

- 16.2. This Agreement, together with all Schedules, Exhibits, SOWs, and any documents incorporated herein by reference or attached to this Agreement, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

For clarity, the following documents are attached to this Agreement. The Parties agree to comply with all terms, conditions, and requirements contained in such attachments.

Schedule A - SOW 1

Schedule B - SOW 2

Exhibit C - Data Security

- 16.3. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- 16.4. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- 16.5. This Agreement is binding upon the parties' respective successors and permitted assigns. Neither party may assign this Agreement, and/or any of its rights and obligations hereunder, without the prior written consent of the other party, whose consent shall not be unreasonably withheld, except that [REDACTED] may assign this Agreement, upon written notice to the Service Provider, to [REDACTED], or an affiliated company without the consent of the Service Provider. In the event of any change in ownership, management or control of the Service Provider, the Service Provider shall notify [REDACTED] in writing before the earlier of 10 Business Days following the date of any such change and any performance by the Service Provider under this Agreement.

- 16.6. This Agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable in that Province, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Province of Ontario. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of Ontario in each case located in the city of Toronto, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

16.7. Each Party acknowledges that a breach by a Party of provisions related to Intellectual Property Rights, Confidential Information, or Privacy may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party shall be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at Law or in equity. Unless expressly provided otherwise, no remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under applicable Laws.

16.8. Each Party agrees to use all commercially reasonable efforts to resolve any dispute arising out of or relating to this Agreement or any SOW promptly and in an amicable and good faith manner by negotiations between the Parties. In the event one Party provides notice of a dispute relating to the other Party's performance of its obligations under this Agreement or any SOW, senior representatives of the Parties will meet within three (3) Business Days of such notice at a mutually agreed place and time for the purpose of resolving the dispute without the necessity of litigation or other proceedings. The notice of dispute shall set out the particulars of the dispute in reasonable detail and may be sent by email, personal delivery or by courier. Senior representatives will make a good faith effort to resolve the dispute.

16.9. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to Paystone as follows:

To: Paystone Inc. (DataCandy)
3200 Wonderland Rd. S, London, ON N6L 1A6
Phone: 1 888 336 9082
Email: support@paystone.com

[REDACTED]
[REDACTED]
[REDACTED]

16.10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16.11. The Parties hereto have requested that the present agreement and all other contracts, documents or notices relating thereto be drafted in the English language.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal effective the date first indicated at the top of this Agreement.

[Redacted signature block]

I have authority to bind the Corporation.

DATA CANDY (a division of Paystone Inc.)

Per: _____
Name: **Justin Litwin**
Title: **Enterprise Sales Manager**

Signed by:
JUSTIN LITWIN
CA15FE121CF54BE...

I have authority to bind the Corporation.

THIS IS **EXHIBIT “B”** REFERRED TO IN THE AFFIDAVIT
OF ABDULLAH SAAB, SWORN BEFORE ME
THIS 22ND DAY OF AUGUST, 2026.



THOMAS GRAY

A Commissioner for taking Affidavits
(or as may be)

REFERRAL PARTNER AGREEMENT



THIS REFERRAL PARTNER AGREEMENT (the “Agreement”) is made and entered into as of the [redacted] day of [redacted], 202[redacted] (the “Effective Date”) between:

PAYSTONE INC.

A Canadian corporation located at 3200 Wonderland Road South, London, Ontario, N6L 1A6
(hereinafter, “Paystone”)

AND

[INSERT PARTNER]

A [redacted] corporation located [redacted]
(hereinafter, the “Partner”).

(Paystone and the Partner each referred to herein individually, as a “Party”, and collectively, the “Parties”);

WHEREAS Paystone is in the business of, amongst other things, providing secure retail, e-commerce, gift and loyalty services, virtual payment processing and related services, reputation management, and building proprietary solutions and technological platforms for merchants who accept credit and debit card payments. (the “Services”);

AND WHEREAS the Partner and Paystone intend to implement a Partner relationship whereby the Partner or an agent of the Partner is authorized to refer the Services to potential customers (the “Referrals”);

AND WHEREAS the Parties wish to specify the terms and conditions by which Partner may market and refer the Services to the Referrals;

NOW THEREFORE, in consideration of the promises and agreements made herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Engagement

- a. Paystone hereby engages the Partner, and the Partner hereby accepts such engagement to act as Paystone’s non-exclusive referrer with respect to the Services during the Term, solely in accordance with the terms and conditions of this Agreement.
- b. Referrals must have expressly consented to the terms and conditions of Services and privacy policy provided on the Paystone websites, as amended from time to time, which consent is in accordance with all applicable laws, rules and regulations.
- c. Referrals shall be submitted by Partner through the “Lead Referral Form” as well as completing all required account opening documentation, or any other onboarding process required by Paystone, and must be approved by Paystone. Any leads not submitted through the required channel will not qualify for Partner Fees.
- d. Paystone and Partner shall track all fees applicable to the Referrals via the online Partner Relationship Management System (“PRM”) arranged by Paystone for its Partners.

2. Rights and Responsibilities of Partner

- a. Partner represents, warrants, and covenants to Paystone that it shall:
 - i. use commercially reasonable efforts to introduce the Paystone Service to Referrals and its existing customers through all media channels available to it, including but not limited to emails, events, landing pages, webinars, newsletters, and any joint marketing and promotional campaigns;

- ii. provide Paystone access to all current & future customers, be listed as preferred partner, and include its materials with all new onboardings, and giving it access to promote its services regularly through both online and in person events.
- iii. conduct business in a manner that always reflects favorably the Services and Paystone's goodwill and reputation;
- iv. not, directly or indirectly, take any steps to interfere with or disturb the business of Paystone or Paystone's relationship with any of its partners, contractors or customers, whether current, former, or prospective;
- v. not participate in any deceptive, misleading, illegal, immoral or unethical practices that might be detrimental to Paystone;
- vi. not make any commitment or representation, express or implied, on Paystone's behalf regarding Paystone's business or the Services unless such statements have been expressly authorized by Paystone in writing or are contained in promotional material given to Partner by Paystone;
- vii. notify Paystone within ten (10) days of any changes in information or issues that arise that may impact this Agreement, including without limitation, changes or issues affecting payment of any fees; and
- viii. not enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, Paystone. For the avoidance of doubt, Partner shall not, and does not have the authority to, sign, on Paystone's behalf, any contract.

b. **Publicity and Use of Marks.** Subject to the terms of Section 5, Partner may refer to itself as a party who is authorized to refer the Paystone Services to third parties and may identify Paystone, utilizing Paystone's Mark appropriately and accurately (and as directed by Paystone, from time to time) as a partner on its website.

c. The Partner may identify, label, brand and promote the Services as "[REDACTED] Payments powered by Paystone".

3. **Rights and Responsibilities of Paystone.** Paystone shall:

- a. be permitted to use the Partner's name and logo in electronic or print form for the purposes of marketing and promotional activities or other similar purposes insofar as said activities and/or purposes relate directly to the purpose of this Agreement;
- b. conduct business in a manner that reflects favorably on the Partner and the good name, goodwill and reputation of the Partner;
- c. not solicit a Referral that does not execute an Agreement for a period of at least 6 months after the Referral is shared with Paystone;
- d. provide Partner access to the PRM for applicable information related to Partner Fees as provided on the PRM;
- e. provide Services to Referrals onboarded by the Partner in accordance with this Agreement; and
- f. provide Partner with applicable training and promotional material.

4. **Payment of Fees.** The Partner shall get paid fees earned for referrals it provides to Paystone (the "Partner Fees") as provided below:

- a. **PAYMENT PROCESSING.** In return for providing Referrals with an executed sales agreement within ninety (90) days for each prospect, Paystone will pay the Partner monthly referral fees during the Term equivalent to [REDACTED] % of Paystone's net processing residual profit, less pass-through costs (including acquiring platform fees, interchanges fees, etc.), for the previous month's net volume of credit card payments processed by Paystone for the Referral (the "Partner Volume") [REDACTED]. Partner shall refer Services in accordance with the terms provided in Schedule A, which may be amended from time to time.
- b. **PAYMENT PROCESSING BONUS.** Paystone will pay the Partner one-time bonus payments based on the Partner Volume reaching specified milestones (the "Bonus Payments"). The Bonus Payments are payable for only the first instance the milestone is achieved, and where a Partner achieves two or more milestones for the first time during the same month, the cumulative Bonus Payment for the milestones achieved during the month will be paid to the Partner. The table below summarizes the Bonus Payments applicable to each milestone achieved during the applicable month.

REFERRAL PARTNER AGREEMENT



Partner Volume Milestones	Bonus Payment	Total Bonus Payments

- c. **Customer Engagement and/or Gift:** When Partner refers a prospect to Paystone, and a sales agreement is signed within ninety (90) days with the prospect, an amount equal to [REDACTED] % of the recurring software revenue generated in the first [REDACTED] months, exclusive of applicable federal, state, provincial, or other goods and services or sales taxes, or any other taxes or duties.
- d. **For Customer Engagement and/or Gift Only:** When Partner refers a prospect to Paystone and a sales agreement is signed within ninety (90) days with the prospect, an amount equal to [REDACTED] of the recurring software revenue generated in the first [REDACTED] months, exclusive of applicable federal, state, provincial, or other goods and services or sales taxes, or any other taxes or duties (the “Partner Fees”).
- e. **Minimum Monthly Target.** Partner Fees are subject to the Partner continuing to acquire, on average, a minimum of [REDACTED] new merchant Referrals for Paystone every month during the Term (the “Minimum Monthly Target”). Minimum Monthly Target shall be assessed on a quarterly basis, and prior to any holds on Partner Fees due to any deficiency in the Minimum Monthly Target, Paystone shall notify the Partner in writing of such a deficiency, and Partner shall have a 90-day period from the date of such notification to rectify such a deficiency. Where the Partner fails to rectify such a deficiency within the 90-day period and Paystone proceeds with a hold on the Partner Fees, Paystone shall be obligated to pay all Partner Fees withheld by it should the Partner rectify the deficiency within 12 months of the start of such a hold on Partner Fees. [REMOVE IF THERE ARE NO MONTHLY MINIMUMS]
- f. **Minimum Monthly Target.** Partner and Paystone agree that while there shall be no requirement for a monthly minimum number of new Referrals, the parties shall review the number of new Referrals referred by the Partner annually to assess the status of the relationship. Where the Partner has failed to bring any material new business such that the overall book of business with Paystone has depreciated, Paystone shall have the right to terminate this Agreement without further notice. [ALTERNATIVE TO MONTHLY MINIMUMS]
- g. All fees will be paid in Canadian currency from Paystone directly to the Partner, and not to its agents.
- h. All fees provided for in this Agreement are inclusive of all taxes, duties, or similar charges imposed by any government or taxing authority, unless mentioned otherwise.
- i. All Partner Fees and any other fees referenced in this Section 4 shall only accrue during the Term of this Agreement, subject to complete payment to Paystone by Referrals for the Services and shall be paid out on a quarterly basis to Partner by Paystone.

5. Intellectual Property, Confidential Information, and Non-Disparagement

- a. **Intellectual Property.** As between the Parties hereto, the Parties agree that Paystone is and shall remain the sole and exclusive owner of all right, title and interest in and to the Services and all patent rights (including patent applications and disclosures), rights of priority, mask work rights, trademark rights, copyrights, moral rights, designs, trade secrets, know-how contained, disclosed or expressed in any manuals, implementation guides, usage guidelines, advertising and promotional materials, customer forms and disclosures, all systems documentation, including design documents, process flows and code, including without limitation all APIs used/created to connect or integrate to any Partner platform in order to provide the Services and any other materials or services provided by or on behalf of Paystone during the Term (“Paystone IP”). Paystone grants Partner during the Term, the limited, non-exclusive, non-assignable, revocable right to use the Paystone IP, which includes the right to use the mark “Paystone” and associated logos and designs as it may change or be added to from time to time in Paystone’s sole discretion (“Mark”) solely in connection with Partner’s marketing

materials for the Paystone Services. Partner will take no actions to dispute the validity of such ownership. The Paystone IP shall be Confidential Information of Paystone pursuant to Section 5(b) below. Upon termination of this Agreement, (i), the limited rights granted to Partner to use the Paystone IP shall immediately terminate; (ii) Partner shall immediately cease and desist from all use of the Paystone IP; (iii) at Paystone's request, Partner will deliver to Paystone all material and papers upon which the Paystone IP appears or to which the Mark relates; and (iv) Partner will take all necessary actions to correct information that states or suggests that Partner is connected in any manner with Paystone or its Mark.

- b. Confidentiality.** During the term of this Agreement and thereafter, each Party, as a condition to the receipt of information of the other Party marked as “Confidential” or “Proprietary” or should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, the terms of this Agreement as well as business plans, data, strategies, methods, customer and client lists, technical specifications, transaction data, customer data, and Personal Information (“**Confidential Information**”), shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information (save where disclosure is required to auditors, counsel or other professional advisors of the Party, in each case only to the extent required and only for such purpose and, to the extent possible, subject to the limitations set forth in this Section 5); (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees, contractors and agents who need to have access thereto for the receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees, agents, contractors and professional advisors are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The receiving Party shall promptly notify the disclosing Party of any unauthorized disclosure or use of the Confidential Information and shall cooperate and assist the disclosing Party in preventing or remedying any such unauthorized use or disclosure. “Personal Information” herein means information that (i) relates to an individual person; and (ii) identifies or can be used to identify, locate, or contact that individual alone or when combined with other personal or identifying information that is or can be associated with that specific individual.
- c. Privacy Compliance.** Partner will comply, and will require all its representatives to comply, with all applicable data protection and privacy laws and regulations in the maintenance, disclosure and use of all Personal Information contained in any Confidential Information that is disclosed to the Partner by Paystone or by any Referral. Partner shall ensure that it deletes all Personal Information related to any Referral that was collected as part of its services under this Agreement once the Referral is either onboarded by Paystone, or otherwise fails to be onboarded for any reason.
- d. Data Breach.** In the event Partner becomes aware of a data breach of information shared under this Agreement that is Personal Information, the Partner will notify Paystone within 48 hours of identification of that data breach. After such notification is made, the Parties shall consult with one another about the steps that may be necessary or appropriate to investigate, mitigate and remediate the breach and to otherwise discharge their responsibilities under applicable privacy legislation.
- e. Required Disclosures.** Notwithstanding any provision of this Agreement, it will not be a breach of this Agreement for either Party to disclose Confidential Information of the other Party only to the extent required pursuant to regulatory requirements. A Party required to disclose Confidential Information of the other Party pursuant to this paragraph must take steps to minimize the extent of such disclosure and must provide as much advance notice as legally permissible to the other Party and cooperate in good faith, to the extent legally permitted, in efforts to resist such disclosure if so requested by the other Party.

- f. **Exceptions.** The confidentiality obligations shall not apply to information that (i) is or becomes public knowledge through no action or fault of the other Party; (ii) is known to either Party without restriction, prior to receipt from the other Party under this Agreement, from its own independent sources as evidenced by such Party's written records, and which was not acquired, directly or indirectly, from the other Party; (iii) either Party receives from any third party reasonably known by such receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or (iv) information independently developed by either Party's employees or agents provided that either Party can show that those same employees or agents had no access to the Confidential Information received hereunder.
- g. **Non-Disparagement.** Each Party shall respect the other Party's brand, reputation and goodwill, and not, directly or indirectly, make derogatory, defamatory or disparaging remarks about the other Party, and its shareholders, officers, directors, employees, affiliates, businesses, customers and systems.

6. Non-Solicitation and Non-Compete

- a. Partner acknowledges that this Section 6(a) is integral to the Purpose contemplated by this Agreement and further acknowledge and agree that Paystone would not consummate such agreement absent Partner's agreement to this Section 6(a) and this Section 6(a) being in full force and effect and valid, binding and enforceable against Partner as of the Effective Date of this Agreement and thereafter. In order to protect the value of the Merchants, from the Effective Date of this Agreement until the date five (5) years after the termination of this Agreement ("Non-Solicitation Period"), neither Partner nor any of Partner's affiliates, directly or indirectly (a) provide credit card authorization, settlement or related services to any Merchants it has been compensated for under this Agreement, (b) enter into any agreement with or solicit, directly or indirectly, any Merchant for transaction processing, authorization, settlement and related services, or (c) interfere with, disrupt or attempt to disrupt any past, present or prospective business relationship, contractual or otherwise, between any of the Merchants, the Paystone or any processor. Partner recognizes and affirms that in the event of breach by it of any of the provisions of this Section 6(a), money damages would be inadequate and Paystone would have no adequate remedy at law. For clarity, where Partner is contacted by any Merchant for any additional services, additional MIDs, additional locations, relocations, transfer of ownerships, etc., then Partner shall first contact Paystone, and Paystone shall have the discretion of servicing the Merchant directly or delegating Partner to service the Merchant with agreed compensation to the Partner. Accordingly, Partner agrees that Paystone shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and Partner's obligations under this Section 6(a) not only by an action or actions for damages, but also by an action or actions for specific performance, injunctive and/or other equitable relief (without posting a bond or other security) in order to enforce or prevent any violations (whether anticipatory, continuing or future) of the provisions of this Section 6(a) (including, without limitation, the extension of the Non-Solicitation Period by a period equal to (i) the length of the violation of this Section 6(a) plus (ii) the length of any court proceedings necessary to stop such violation). In the event of a breach or violation by Partner of any of the provisions of this Section 6(a), the running of the Non-Solicitation Period (but not of Partner's obligations under this Section 6(a)) shall be tolled during the continuance of any actual breach or violation. If, at the time of enforcement of this Section 6(a), a court holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area. Partner further acknowledges that the restrictions contained in this Section 6(a) are reasonable in all respects and necessary to protect the value of the MIDs and that, without such protection, the Paystone would not enter into this Agreement. Partner agrees that the covenants made in this Section 6(a) shall be construed as agreements independent of any other provision(s) of this Agreement and shall survive any order of a court of competent jurisdiction terminating any other provision(s) of this Agreement.
- b. The Partner agrees that during the Term, and for a period of 12 months after the termination or expiration of this Agreement, the Partner shall not, either directly or indirectly, on the Partner's own behalf or on the behalf of any other person, firm or business identity, recruit, solicit, persuade or otherwise induce or attempt to recruit, solicit,

persuade or induce any person who is an Employee of the Paystone to terminate their employment agreement with the Paystone.

- c. The Partner agrees that during the Term and for 12 months after the termination or expiration of this Agreement, the Partner shall not, either directly or indirectly, on the Partner's own behalf or on behalf of any other person, firm or business identity, solicit Business in the geographic area of Canada from any Customer of the Paystone.
 - d. The Partner agrees that during the Term and for 12 months after the termination or expiration of this Agreement, the Partner shall not, either directly or indirectly, on the Partner's own behalf or on behalf of any other person, firm or business identity, transact or accept business with respect to products or services that are substantially similar to, or competitive with, the Products and/or the Services from any Customer of the Paystone, wherever situated.
 - e. For the purposes of this Agreement, "Business" means the business of gift and loyalty services, reputation management services, promoting payment-processing services for merchants who accept credit and debit card payments through the sales or leasing of point-of-sale terminals, including payment processing integration with existing software and hardware platforms.
 - f. For the purposes of this Agreement, "Employee" means an employee who is employed by the Paystone at the date of the termination or expiration of this Agreement or at any time during the one (1) year period prior to the date of the termination or expiration of this Agreement and at the time of the attempted or actual recruitment, solicitation or inducement.
 - g. For the purposes of this Agreement, "Customer" means any individual or business who is or was a customer of the Paystone, other than a MID referred by the Partner, at any time during the then immediately preceding one (1) year period and with whom the Agent dealt, and/or about whom the Agent had information that is Confidential Information belonging to the Paystone, at any time during that same one (1) year period, wherever situated.
 - h. This Section 10 shall not be construed so as to restrict the Agent's right to accept employment with or to engage in any business that is not competitive with the Business of the Paystone.
7. **Term.** The term of this Agreement commences on the Effective Date and continues for a period of (1) year unless terminated otherwise ("**Initial Term**") and will automatically renew for one (1) year successive terms (each a "**Renewal Term**", collectively with Initial Term, the "**Term**") on the anniversary of the Initial Term unless either Party provides thirty (30) days written notice to the other Party before the expiry of the Term of its intent not to renew.
8. **Termination.** This Agreement may be terminated:
- a. By either Party on sixty (60) days' written notice to the other Party;
 - b. By either Party for breach of any term, covenant, representation or warranty in this Agreement that is not cured within thirty (30) days following written notice of said breach; or
 - c. Immediately by either Party in the event that: (A) a receiver, receiver-manager, trustee or similar official is appointed for the other Party or any of its property; (B) the other Party makes or proposes an assignment or arrangement for the benefit of creditors or becomes insolvent, bankrupt or ceases operations; or (C) the other Party becomes subject to or commences any proceeding in bankruptcy or insolvency or for liquidation, dissolution, restructuring, winding up or relief from creditors, or any analogous proceeding.
9. **Indemnification.** Each Party shall indemnify the other from and against any and all third-party losses, liabilities, claims, demands, actions, damages, costs and expenses (including legal expenses on a solicitor/client basis) incurred, directly or indirectly, as a result of:
- a. any improper, fraudulent, dishonest or negligent act, omission or intentional error of the Partner or Partner personnel;
 - b. any misrepresentation made by the Partner or Partner personnel;
 - c. any breach by the Partner or Partner personnel of any of their obligations under this Agreement; or
 - d. any violation of any legal or regulatory requirement.

REFERRAL PARTNER AGREEMENT



- 10. Limitation of Liability.** Nothing in this Agreement shall operate to exclude or restrict a Party's liability for (a) fraud and fraudulent misrepresentation; (b) willful and malicious misconduct; (c) damage to real or tangible personal property; (d) a breach of Section 5 (Intellectual Property, Confidentiality, and Non-Disparagement) or Section 6 (Non-Solicitation and Non-Competition); (e) violation of applicable regulatory or legislated requirements; and (f) to the extent that such exclusion or restriction is prohibited under applicable law. Each Party's aggregate liability in contract, tort, negligence or otherwise arising out of or in connection with this Agreement shall be limited to the net revenue earned by Partner in the previous twelve-month period pursuant to this Agreement.
- 11. Representation of Authority.** Each Party represents and warrants to the other Party that it has the right to enter into this Agreement, that it is not subject to any agreements or other restrictions which would prohibit that Party from performing its obligations under this Agreement and that it has all necessary licenses, consents and registrations to operate its business.
- 12. Compliance with Applicable Regulations and Legislation.** The Parties agree to comply with all applicable laws, including, without limitation, the requirements of *An Act to Promote the Efficiency and Adaptability of the Canadian Economy by Regulating Certain Activities that Discourage Reliance on Electronic Means of Carrying Out Commercial Activities, and to Amend the Canadian Radio-Television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*, SC 2010, c.23 ("CASL"), the *Competition Act* RSC 1984 c. C-34 and privacy and consumer protection legislation, as applicable, in each of the jurisdiction where Services are provided. If there is any conflict between a part of this Agreement or the applicable Paystone acquirer agreement and any present or future regulatory or legal requirement, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the acquirer, regulation, or law.
- 13. General**
- a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior negotiations or agreements.
 - b. The headings used in this agreement are for convenience only and are not to be construed as defining, limiting or describing the scope or intent of this Agreement.
 - c. Section 5 (Confidential Information, Intellectual Property, and Non-Disparagement), Section 6 (Non-Solicitation and Non-Competition), Section 9 (Indemnification), Section 10 (Limitation of Liability), Section 11 (Representations of Authority), Section 12 (Compliance with Applicable Legislation), this Section 13 (General), and Section 15 (Governing Law) shall survive the expiration or termination of this Agreement.
 - d. Each Party agrees to continually act in a professional and timely manner, consistent with industry standards.
 - e. Each Party shall at any time and from time to time, upon each request by the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request to evidence, carry out, and give full effect to the terms, conditions, intent and meaning of this Agreement. Notwithstanding any other provision of this Agreement, the provisions of this Section shall survive any such termination of this Agreement.
 - f. This Agreement cannot be amended except in writing duly executed by both parties.
 - g. The failure of either Party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
 - h. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision will be severed to the extent of its invalidity, illegality, or unenforceability, and all other provisions will continue in full force and effect to the extent permitted by law.
 - i. All notices and other communications required or permitted under this Agreement shall be in writing and delivered at the addresses set forth in the first paragraph of this Agreement or at the email address specified below. Notice will be effective when received.
 - a. To Paystone: compliance@paystone.com (Attn: Legal Dept.)
 - b. To Partner: _____ (Attn: _____)

REFERRAL PARTNER AGREEMENT



- j. The relationship of Paystone and the Partner is that of an independent contractor only. Nothing herein shall be deemed to create any partnership, agency, joint venture or other relationship between the Parties, and neither Party shall hold itself out as the same. Except as expressly authorized in writing, neither Party may bind the other or make representations on behalf of the other.
14. **Assignment.** Neither Party may transfer or assign this Agreement or any part thereof without the other Party's written approval, except that Paystone may transfer its rights and obligations under this Agreement to an affiliate or in connection with a sale of substantially all of the business and assets of Paystone. Paystone shall provide Partner reasonable notice of such transfer but no less than thirty (30) days' written notice. A Change of Control of Partner shall constitute an assignment for purposes of this Section. "Change of Control" shall mean: 1) a sale of all or substantially all of the assets or business of the party, 2) any merger or consolidation of the party into another corporation, and 3) the direct or indirect sale or exchange in a single or series of related transactions of more than 50% of the voting stock of the party.
15. **Governing Law.** This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Delivery of this Agreement may be made by e-mail transmission of PDF files. A copy of this Agreement duly executed in several counterparts by the Parties hereto and delivered by e-mail transmission of PDF files shall constitute a valid and binding agreement.

[Signature Page Follows]

REFERRAL PARTNER AGREEMENT



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

[Enter Partner Name]

PAYSTONE INC.

Per:

(I have authority to bind the Partner)

Per:

(I have authority to bind Paystone)

Name:

Name:

Title:

Title:

[Signature Page to Referral Partner Agreement]

REFERRAL PARTNER AGREEMENT



SCHEDULE A

Merchant Terms – Outline for Sales Agent*

[NTD: To populate terms with partner]

THIS IS **EXHIBIT “C”** REFERRED TO IN THE AFFIDAVIT
OF ABDULLAH SAAB, SWORN BEFORE ME
THIS 22ND DAY OF AUGUST, 2026.

A handwritten signature in black ink, appearing to read 'T. Gray', is positioned above a horizontal line.

THOMAS GRAY

A Commissioner for taking Affidavits
(or as may be)

Paystone – Customer and Merchant Email Notice

To our valued customers and merchants:

We are pleased to announce that Paystone Inc. and its related entities, including DataCandy, NiceJob, Ackroo, and Giffly (collectively, "Paystone"), have reached an agreement to complete a strategic restructuring transaction that will position the business for continued growth and stability. Pursuant to that transaction, the business will continue under its existing management team with a strengthened balance sheet, ensuring continuity of service and operations.

1001632600 Ontario Inc., which will do business on a go-forward basis as Paystone Corp. (the "**Purchaser**"), an entity controlled by Paystone's principals, has been selected as the successful bidder through a Court-supervised sale and investment solicitation process conducted in connection with Paystone's proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). The Purchaser intends to continue operating substantially the same business as Paystone, with the existing leadership team remaining in place.

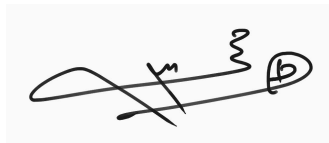
The transaction, which is subject to Court approval, contemplates the transfer of Paystone's material assets and the assignment of certain contracts (including all of Paystone's contracts with its customers and merchants) to the Purchaser. If the Court grants the requested relief, your contract will be assigned to the Purchaser – all terms of that contract, including pricing, will remain unchanged.

Court approval of the transaction and related contract assignments will be sought on August 27, 2026 at 2:00 p.m. (ET), and the parties expect to close the transaction shortly thereafter. Additional information related to the upcoming motion and the CCAA proceedings can be found on the Monitor's [website](#).

Upon closing, the Purchaser will assume responsibility for all of Paystone's go-forward obligations under your contract(s), and it is expected that operations will continue in the ordinary course without disruption. Should you have any questions regarding the transaction, please do not hesitate to contact Jean-Francois Tetreault at jftetreault@paystone.com.

We appreciate your continued partnership and look forward to serving you through Paystone Corp.

Tarique Al-Ansari
CEO, Paystone

A handwritten signature in black ink, appearing to read 'Tarique Al-Ansari', with a stylized flourish at the end.

THIS IS **EXHIBIT “D”** REFERRED TO IN THE AFFIDAVIT
OF ABDULLAH SAAB, SWORN BEFORE ME
THIS 22ND DAY OF AUGUST, 2026.



THOMAS GRAY

A Commissioner for taking Affidavits
(or as may be)

Paystone – Technology Partners Email Notice

To our valued technology partners:

We are pleased to announce that Paystone Inc. and its related entities, including DataCandy, NiceJob, Ackroo, and Giffly (collectively, "Paystone"), have reached an agreement to complete a strategic restructuring transaction that will position the business for continued growth and stability. Pursuant to that transaction, the business will continue under its existing management team with a strengthened balance sheet, ensuring continuity of service and operations.

1001632600 Ontario Inc., which will do business on a go-forward basis as Paystone Corp. (the "Purchaser"), an entity controlled by Paystone's principals, has been selected as the successful bidder through a Court-supervised sale and investment solicitation process conducted in connection with Paystone's proceedings under the Companies' Creditors Arrangement Act (the "CCAA"). The Purchaser intends to continue operating substantially the same business as Paystone, with the existing leadership team remaining in place.

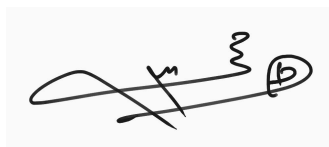
The transaction, which is subject to Court approval, contemplates the transfer of Paystone's material assets and the assignment of certain contracts (including all contracts with Paystone's technology partners) to the Purchaser. The Purchaser has identified you as a technology partner and, if the Court grants the requested relief, your contract will be assigned to the Purchaser – all terms of that contract, including compensation, will remain unchanged.

Court approval of the transaction and related contract assignments will be sought on August 27, 2026 at 2:00 p.m. (ET), and the parties expect to close the transaction shortly thereafter. Additional information related to the upcoming motion and the CCAA proceedings can be found on the Monitor's [website](#).

Upon closing, the Purchaser will assume responsibility for all of Paystone's go-forward obligations under your contract(s), and it is expected that operations will continue in the ordinary course without disruption. Should you have any questions regarding the transaction, please do not hesitate to contact Majid Daia at majid@paystone.com.

We appreciate your continued partnership and look forward to serving you through Paystone Corp.

Tarique Al-Ansari
CEO, Paystone

A handwritten signature in black ink, appearing to read 'Tarique Al-Ansari', with a stylized flourish at the end.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36,
AS AMENDED

Court File No.: CL-26-00000261-0000

AND IN THE MATTER OF PAYSTONE HOLDINGS INC., PAYSTONE INC., ATOM GROWTH INC., and ATOM GROWTH (USA), INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings Commenced in Toronto

AFFIDAVIT OF
ABDULLAH SAAB
(Sworn August 22, 2026)

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