

This is the 3rd affidavit of Douglas Mordy in this case and was made on February 3, 2025

> No. S-240514 Vancouver Registry

#### IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57

**AND** 

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FELIX PAYMENT SYSTEMS LTD.

**PETITIONER** 

#### **AFFIDAVIT**

I, **DOUGLAS MORDY**, business person, of 650-1188 West Georgia Street Vancouver, BC V6E 4A2 SWEAR THAT:

#### INTRODUCTION

- 1. I am the Trustee of CA Mordy Legacy Trust ("Mordy Trust"). I am authorized to make this affidavit on behalf of the Stalking Horse Bidders and the First Lien Lenders (defined below). Where necessary, I have reviewed the books and records maintained by the Stalking Horse Bidders and the First Lien Lenders in the ordinary course of business. As such, I have personal knowledge of the matters described in this affidavit, except where I say that my knowledge is based on the information of others, in which case I believe the same to be true.
- 2. I swear this Affidavit further to my Affidavit sworn December 19, 2024 (the "First Mordy Affidavit") and my Affidavit sworn January 28, 2025 (the "Second Mordy Affidavit").

- 3. Capitalized terms not otherwise defined in this Affidavit have the meaning set forth in the First Mordy Affidavit.
- 4. This Affidavit is sworn in response to the application response filed by DapIT NA, LLC, filed January 31<sup>st</sup>, 2025. in particular the first affidavit of Warren Hogg made January 30, 2025 (the "**First Hogg Affidavit**").

#### FIRST HOGG AFFIDAVIT

- 5. In the First Hogg Affidavit, Mr. Hogg affirms that he:
  - (a) Did not sign a Secured Demand Promissory Note with Jake Boxer dated March 14, 2024 for \$60,000 on behalf of Felix Payment Systems Ltd. ("Felix");
  - (b) Does not recognize his signature on a Secured Demand Promissory Note with CA Mordy Legacy Trust dated March 14, 2024 for \$30,000 on behalf of Felix and he does not recall digitally signing this promissory note; and
  - (c) Does not recognize his signature on a Secured Demand Promissory Note with Brookridge Chartered Professional Accountants Inc. dated March 14, 2024 for \$10,000 on behalf of Felix and he does not recall digitally signing this promissory note
    - ((a) through (c), collectively, the "Disputed Promissory Notes").

#### SIGNING OF THE DISPUTED PROMISSORY NOTES

6. With the assistance of my assistant, Emily Kuo, I retrieved the "Final Audit Report" of Adobe Acrobat Sign dated March 14, 2024 and corresponding locked PDF titled: "Felix Payment Systems Ltd. - Resolution and Promissory Notes on March 14, 2024" (the

- "Locked PDF"). Attached hereto as <u>EXHIBIT "A"</u> is a true copy of the Final Audit Report and attached hereto as <u>EXHIBIT "B"</u> is a true copy of the Locked PDF.
- 7. The Final Audit Report shows that the Locked PDF was sent by my assistant, Emily Kuo to "warren.hogg@payfelix.com" for signing via Adobe Acrobat Sign at 9:22 PM GMT on March 14, 2024.
- 8. The Final Audit Report shows that the email was viewed by "warren.hogg@payfelix.com", the signer entered the name as "Warren Hogg" and the Locked PDF was e-signed by Warren Hogg at 9:30 PM GMT on March 14, 2024.
- 9. The Locked PDF titled "Felix Payment Systems Ltd. Resolution and Promissory Notes on March 14, 2024" contains four documents, each with the name "Warren Hogg" on the signature line, these are:
  - (a) A director's resolution of Felix dated March 14, 2024 authorizing Felix to issue three promissory notes:
    - (i) Secured demand promissory note dated March 14, 2024 in the principal amount of \$60,000 in respect of Jake Boxer;
    - (ii) Secured demand promissory note dated March 14, 2024 in the principal amount of \$30,000 in respect of CA Mordy Legacy Trust; and
    - (iii) Secured demand promissory note dated March 14, 2024 in the principal amount of \$10,000 in respect of Brookridge Chartered Professional Accountants Inc.;
  - (b) A secured demand promissory note dated March 14, 2024 in the principal amount of \$60,000 in respect of Jake Boxer;
  - (c) A secured demand promissory note dated March 14, 2024 in the principal amounts of \$30,000 in respect of CA Mordy Legacy Trust; and
  - (d) A secured demand promissory note dated March 14, 2024 in the principal amount of \$10,000 in respect of Brookridge Chartered Professional Accountants Inc.

- 10. The promissory notes authorized by the resolution and the promissory notes contained in the Locked PDF directly correspond to the Disputed Promissory Notes outlined in the First Hogg Affidavit.
- 11. No one in my office has the ability to edit a Locked PDF once returned by Adobe Acrobat Sign.
- 12. I confirm that the Locked PDF was generated by Adobe Acrobat Sign and returned to Emily Kuo of my office following the signing by the email "warren.hogg@payfelix.com" on March 14, 2024.
- 13. For certainty, attached hereto as **EXHIBIT "C"** is a true copy screen shot of the Locked PDF showing the Adobe Acrobat Sign Signature Panel confirming that:
  - (a) No changes are allowed to this document;
  - (b) It is a valid certified document;
  - (c) The document has not been modified since it was created;
  - (d) The signer's identity is valid; and
  - (e) The signing time is from the clock on the singer's computer.
- 14. For certainty, attached hereto as **EXHIBIT "D"** is a true copy screen shot of the Locked PDF showing the Adobe Acrobat Sign Security Panel confirming that this document cannot be edited.

SWORN (OR AFFIRMED) BEFORE ME at Vancouver, British Columbia, February 3<sup>rd</sup>, 2025.

A Commissioner for taking affidavits for British Columbia

**Douglas Mordy** 

TATUM MILLER
BARRISTER & SOLICITOR
Osler, Hoskin & Harcourt LLP
Suite 3000, Bentall Four
1055 Dunsmuir Street
Vancouver, BC V7X 1K8
TELEPHONE: 236,469,2646

This is Exhibit "A" referred to in the Affidavit #3 of Douglas Mordy sworn before me at Vancouver, BC, this 3rd day of February 2025

A Commissioner/Notary Public for the Province of British Columbia

TATUM MILLER
BARRISTER & SOLICITOR
Osler, Hoskin & Harcourt LLP
Suite 3000, Bental Four
1086 Dunamuli Street
Vancouver, BC V7X 1K8
TELEPHONE: 236,486,2646

### Felix Payment Systems Ltd. - Resolution and Promissory Notes on March 14, 2024

Final Audit Report

2024-03-14

Created:

2024-03-14

Ву:

Emily Kuo (emily@mordypalmer.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAykrxhcxf0VAzCRXwVhzVBG32rZH\_ufYc

### "Felix Payment Systems Ltd. - Resolution and Promissory Notes on March 14, 2024" History

- Document created by Emily Kuo (emily@mordypalmer.com) 2024-03-14 9:22:58 PM GMT- IP address: 174.7.68.22
- Document emailed to warren.hogg@payfelix.com for signature 2024-03-14 9:24:24 PM GMT
- Email viewed by warren.hogg@payfelix.com 2024-03-14 9:28:50 PM GMT- IP address: 24.109.189.98
- Signer warren.hogg@payfelix.com entered name at signing as Warren Hogg 2024-03-14 9:30:12 PM GMT- IP address: 24.109.189.98
- Document e-signed by Warren Hogg (warren.hogg@payfelix.com)

  Signature Date: 2024-03-14 9:30:14 PM GMT Time Source: server- IP address: 24.109.189.98
- Agreement completed. 2024-03-14 - 9:30:14 PM GMT

This is Exhibit "B" referred to in the Affidavit #3 of Douglas Mordy sworn before me at Vancouver, BC, this 3rd day of February 2025

A Commissioner/Notary Public for the Province of British Columbia

TATUM MILLER
BARRISTER & SOLICITOR
Osler, Hoskin & Harcourt LLP
Suite 9000, Bentall Four
1055 Dunamult Street
Vancouver, BC V7X 1K8
TELEPHONE: 238.466.2845

#### FELIX PAYMENT SYSTEMS LTD. (the "Corporation")

#### RESOLUTIONS OF THE BOARD OF DIRECTORS

**DATED:** as of March 14, 2024.

#### **RECITALS:**

- A. The director of the Corporation is authorized from time to time to borrow money on the credit of the Corporation, to guarantee the performance of an obligation and to charge, mortgage, hypothecate, pledge or otherwise create a security interest in all or any of the real or personal property of the Corporation to secure any obligations of the Corporation.
- B. The Corporation wishes to issue to each of Jake Boxer, CA Mordy Legacy Trust and Brookridge Chartered Professional Accountants Inc. (collectively, the "Lenders", and each, a "Lender") a secured demand promissory note dated as of or about the date hereof in the following principal amounts: (i) \$60,000 in respect of Jake Boxer, (ii) \$30,000 in respect of CA Mordy Legacy Trust, and (iii) \$10,000 in respect of Brookridge Chartered Professional Accountants Inc. (collectively, the "Notes", and each, a "Note").
- C. The principal amount under each Note will accrue interest at a rate of 15% per annum, be calculated monthly and payable on demand.
- D. To secure the obligations of the Corporation to each Lender under the respective Notes, the Corporation will grant a security interest in favour of each Lender in all of the present and after-acquired personal property of the Corporation, as more particularly set forth in each Note (the "Security").
- E. In connection with the Notes and the Security, the Corporation may be required to enter into other agreements, instruments or security as may be required by the Lenders from time to time (such documents, together with the Notes, the "Loan Documents").

#### BE IT RESOLVED THAT:

- 1. The Corporation is authorized to borrow from the Lenders under the Notes, and the entering into, execution and delivery of the Notes and the performance of the Corporation's obligations under the Notes upon the terms and conditions set forth in the Notes are hereby authorized and approved in all respects.
- 2. The Corporation is authorized and directed to grant in favour of each Lender the Security, and to enter into, execute, grant and deliver all such further and other security as may be required by the Lenders from time to time.
- 3. The Corporation is authorized and directed to enter into, deliver and perform its obligations under all other Loan Documents, in the forms required by the Lenders from time to time, all upon the terms and conditions set forth in such Loan Documents.

- 4. The Corporation is authorized and directed to pay all fees and/or expenses in accordance with the terms of the Notes and any other Loan Documents, as the case may be.
- 5. The sole director of the Corporation is authorized and directed to negotiate, finalize, execute and deliver the Notes and all such other Loan Documents as may be required by the Lenders, with or without the corporate seal affixed, which shall be in such form and contain such terms and conditions as may be required by the Lenders and with such additions, deletions or other changes to any such documents as such director or officer, in such director's or officer's sole discretion, may approve, such approval to be conclusively evidenced by such director's or officer's execution and delivery of the Notes and all such other Loan Documents as may be required, as the case may be.
- 6. The sole director of the Corporation is authorized and directed to negotiate, finalize, execute and deliver all such other documents and to do or cause to be done all such other acts and things as may be necessary or desirable to give effect to these resolutions, or in connection with the documents authorized hereby, or as may otherwise be required by the Lenders from time to time, such determination to be conclusively evidenced by such director's or officer's execution and delivery of any such documents or the taking of any such action, as the case may be.
- 7. Any agreements, instruments or other documents executed and delivered and any and all acts and things done by any officer or director of the Corporation on or before the date hereof determined to be necessary or desirable by such officer or director in order to complete the transactions contemplated by these resolutions are ratified, approved and confirmed in all respects.
- 8. These resolutions may be executed in counterparts and by means of facsimile signature or other electronic means including DocuSign, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

The foregoing resolutions are passed as evidenced by the signatures of the directors of the Corporation pursuant to the provisions of the *Business Corporations Act* (British Columbia)

DATED as of the date first written above.

Warren Hogg

Warren Hogg

Director Resolutions - Felix Payment Systems Ltd. re: Secured Demand Promissory Notes

#### SECURED DEMAND PROMISSORY NOTE

CDN\$10,000

#### VANCOUVER, BRITISH COLUMBIA

**DATE: MARCH 14, 2024** 

#### 1. Promise to Pay

FOR VALUE RECEIVED, FELIX PAYMENT SYSTEMS LTD. (the "Borrower") unconditionally promises to pay to BROOKRIDGE CHARTERED PROFESSIONAL ACCOUNTANTS INC, a company incorporated under the laws of the Province of British Columbia (the "Lender"), its successors and assigns, or to its order (or at such other address as the Lender shall notify the Borrower), in lawful money of Canada, the amount of TEN THOUSAND DOLLARS (\$10,000) (the "Principal Amount") together with interest on the Principal Amount outstanding from time to time. The Principal Amount and all interest owing thereon shall be due and be paid on demand by the Lender.

For the purposes of this Note, capitalized terms used herein but not otherwise defined shall have the meaning given to such term in the *Personal Property Security Act* (British Columbia).

#### 2. Interest

The Principal Amount outstanding at any time, and from time to time, and any overdue interest, shall bear simple interest at 15% per annum, both before and after the maturity, default, demand and judgment, and be calculated monthly, and will be owing on demand.

#### 3. Prepayment

When not in default under this Note, the Borrower shall be entitled to prepay, in whole or in part, the Principal Amount outstanding and any accrued interest, without notice, bonus or penalty, provided that the Borrower deliver to the Lender a notice of prepayment at least seven (7) days prior to the date of repayment.

#### 4. Security

In order to secure the due payment of the Principal Amount and all interest owing thereon, the Borrower hereby grants in favour of the Lender a continuing, specific and fixed security interest in all present and after acquired personal property of the Borrower, and all personal property in which the Borrower has or in the future may acquire rights, of whatever nature or kind and wherever situate, including, without limitation, all Goods, Investment Property, Instruments, Accounts, Intangibles, and Money, and all proceeds of the foregoing (the "Collateral"). The security interest of the Lender in the Collateral is intended to attach upon the execution of this Note.

The security interest created herein shall not extend or apply to (a) Consumer Goods or (b) the last day of the term of any lease or agreement to lease real property; but upon the enforcement of this Note, the Borrower shall stand possessed of such last day in trust to assign and dispose thereof as the Lender may direct.

The security granted by the Borrower to the Lender hereunder is granted in addition to and shall in no event replace or supersede any other security granted by the Borrower to the Lender, including, without limitation, that certain security agreement dated as of or about February 10, 2024 and registered by way of a financing statement in the British Columbia Personal Property Registry under base registration number 186604Q.

#### 5. Events of Default

An event of default has occurred and is continuing (each, an "Event of Default") in any one of the following situations:

- (a) the Borrower fails to make payment when due of the Principal Amount outstanding;
- (b) the Borrower is unable to meet its obligations as they generally become due;
- (c) a proceeding in bankruptcy or insolvency of the Borrower, or any proceeding related to protection from creditors, or any proceeding or action is taken for the appointment of a monitor, receiver or trustee for any of its property is filed by or against the Borrower, including any proceeding under the Bankruptcy and Insolvency Act, the Companies' Creditor's Arrangement Act, the Winding-Up and Restructuring Act or the Business Corporations Act;
- (d) an order is made or a resolution is passed for the liquidation or winding-up of the Borrower; or
- (e) any breach of any covenant, representation, warranty or obligation of the Borrower to the Lender under any other agreement or security granted to the Lender which has not otherwise been waived by the Lender in accordance with the terms of such agreement or security.

#### 6. Rights and Remedies

At any time after an Event of Default has occurred, the Lender may, at its option:

- (a) acceleration upon default require the Principal Amount and interest thereon become immediately due and payable in full;
- (b) **appointment of receiver -** appoint by instrument in writing a receiver (which term shall for the purposes of this Note include a receiver and manager or agent) of the Borrower and of all or any part of the Collateral;
- (c) retain the Collateral retain and administer the Collateral in the Lender's sole and unfettered discretion, which discretion the Borrower acknowledges is commercially reasonable;
- (d) **dispose of the Collateral** dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Borrower to the extent permitted by law;

- (e) **enforcing third party obligations** in the Borrower's name, perform, at the Borrower's expense, any and all of the Borrower's obligations or covenants relating to the Collateral and enforce performance by any other parties of its obligations in relation to the Collateral and settle any disputes with other parties upon terms that the Lender deems appropriate, in its discretion;
- (f) **other rights** exercise any or all other rights and remedies available to the Lender under this Note or applicable law.

In addition, the Borrower shall pay all reasonable costs and expenses, including solicitor fees and court costs, of collecting the outstanding Principal Amount and interest due under this Note and any other reasonable costs and expenses incurred by the Lender in enforcing and preserving its rights hereunder. It is expressly understood and agreed that the rights and remedies of the Lender under this Note are cumulative, non-exclusive and are in addition to and not in substitution for any rights or remedies provided by law or equity.

#### 7. Criminal Rate of Interest

In no event shall the aggregate "interest" (as defined in Section 347 (the "Criminal Code Section") of the Criminal Code (Canada)), payable to the Lender under this Note exceed the effective annual rate of interest lawfully permitted under the Criminal Code Section. Further, if any payment, collection or demand pursuant to this Note in respect of such "interest" is determined to be contrary to the provisions of the Criminal Code Section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Lender and the Borrower and such "interest" shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in the receipt by the Lender of interest at a rate not in contravention of the Criminal Code Section.

#### 8. Waiver by the Borrower

The Borrower hereby waives demand, presentment for payment, notice of non-payment, notice of dishonour, notice of acceleration and notice of protest of this Note and waive any defences based upon indulgences which may be granted by the Lender to any party liable hereon. The Borrower also waives the benefit of any days of grace, and the right to assert in any action or proceeding with regard to this Note any setoffs or counterclaims which the Borrower may have against the Lender.

#### 9. No Waiver by the Lender

Neither the extension of time for making any payment which is due and payable under this Note at any time or times, nor the failure, delay, or omission of the Lender to exercise or enforce any of its rights or remedies under this Note, shall constitute a waiver by the Lender of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Lender's further exercise of such right or remedy or any other right or remedy.

#### 10. Non-Transferrable

This Note, including all rights and obligations associated hereunder, shall not be transferrable, except with the prior written consent of the Lender. The Lender may assign its rights under this Note.

#### 11. Further Assurances

The Borrower and the Lender shall at all times promptly do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Note, and shall promptly provide such further documents or instruments required by the other parties as may be necessary or desirable to effect the purpose of this Note and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, granting control over, confirming or perfecting the security interest in the Collateral and the priority accorded to them by law or under this Note or to enable the Lender to exercise and enforce its rights and remedies hereunder.

#### 12. Severability

If any provision of this Note is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions of this Note will continue in full force and effect.

#### 13. Issuance of Replacement Note

The Borrower hereby covenants and agrees with the Lender that if this Note becomes mutilated, lost, destroyed or stolen, the Borrower shall, upon receipt of a declaration of loss from the Lender in a form satisfactory to the Borrower, issue and deliver to the Lender a new secured promissory note of like date and tenor as the one mutilated, lost, destroyed or stolen, in exchange for and in place of and upon cancellation of such mutilated, lost, destroyed or stolen secured promissory note.

#### 14. Governing Law and Successors

This Note is made under and shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia, and shall enure to the benefit of the Lender and its successors (including any successor by reason of amalgamation) and assigns, and shall be binding on the Borrower and its successors (including any successor by reason of amalgamation) and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF the Borrower has caused its respective duly authorized signatory to execute and deliver this Note to the Lender as of the day and year first above written.

FELIX PAYMENT SYSTEMS LTD.

Warren Hogg

By: \_

Name: Warren Hogg Title: Director

#### SECURED DEMAND PROMISSORY NOTE

CDN\$30,000

#### VANCOUVER, BRITISH COLUMBIA

**DATE: MARCH 14, 2024** 

#### 1. Promise to Pay

FOR VALUE RECEIVED, FELIX PAYMENT SYSTEMS LTD. (the "Borrower") unconditionally promises to pay to CA MORDY LEGACY TRUST, a trust formed under the laws of the Province of British Columbia (the "Lender"), its successors and assigns, or to its order (or at such other address as the Lender shall notify the Borrower), in lawful money of Canada, the amount of THIRTY THOUSAND DOLLARS (\$30,000) (the "Principal Amount") together with interest on the Principal Amount outstanding from time to time. The Principal Amount and all interest owing thereon shall be due and be paid on demand by the Lender.

For the purposes of this Note, capitalized terms used herein but not otherwise defined shall have the meaning given to such term in the *Personal Property Security Act* (British Columbia).

#### 2. Interest

The Principal Amount outstanding at any time, and from time to time, and any overdue interest, shall bear simple interest at 15% per annum, both before and after the maturity, default, demand and judgment, and be calculated monthly, and will be owing on demand.

#### 3. Prepayment

When not in default under this Note, the Borrower shall be entitled to prepay, in whole or in part, the Principal Amount outstanding and any accrued interest, without notice, bonus or penalty, provided that the Borrower deliver to the Lender a notice of prepayment at least seven (7) days prior to the date of repayment.

#### 4. Security

In order to secure the due payment of the Principal Amount and all interest owing thereon, the Borrower hereby grants in favour of the Lender a continuing, specific and fixed security interest in all present and after acquired personal property of the Borrower, and all personal property in which the Borrower has or in the future may acquire rights, of whatever nature or kind and wherever situate, including, without limitation, all Goods, Investment Property, Instruments, Accounts, Intangibles, and Money, and all proceeds of the foregoing (the "Collateral"). The security interest of the Lender in the Collateral is intended to attach upon the execution of this Note.

The security interest created herein shall not extend or apply to (a) Consumer Goods or (b) the last day of the term of any lease or agreement to lease real property; but upon the enforcement of this Note, the Borrower shall stand possessed of such last day in trust to assign and dispose thereof as the Lender may direct.

The security granted by the Borrower to the Lender hereunder is granted in addition to and shall in no event replace or supersede any other security granted by the Borrower to the Lender, including, without limitation, that certain security agreement dated as of or about February 10, 2024 and registered by way of a financing statement in the British Columbia Personal Property Registry under base registration number 186604Q.

#### 5. Events of Default

An event of default has occurred and is continuing (each, an "Event of Default") in any one of the following situations:

- (a) the Borrower fails to make payment when due of the Principal Amount outstanding;
- (b) the Borrower is unable to meet its obligations as they generally become due;
- (c) a proceeding in bankruptcy or insolvency of the Borrower, or any proceeding related to protection from creditors, or any proceeding or action is taken for the appointment of a monitor, receiver or trustee for any of its property is filed by or against the Borrower, including any proceeding under the Bankruptcy and Insolvency Act, the Companies' Creditor's Arrangement Act, the Winding-Up and Restructuring Act or the Business Corporations Act;
- (d) an order is made or a resolution is passed for the liquidation or winding-up of the Borrower; or
- (e) any breach of any covenant, representation, warranty or obligation of the Borrower to the Lender under any other agreement or security granted to the Lender which has not otherwise been waived by the Lender in accordance with the terms of such agreement or security.

#### 6. Rights and Remedies

At any time after an Event of Default has occurred, the Lender may, at its option:

- (a) **acceleration upon default -** require the Principal Amount and interest thereon become immediately due and payable in full;
- (b) **appointment of receiver -** appoint by instrument in writing a receiver (which term shall for the purposes of this Note include a receiver and manager or agent) of the Borrower and of all or any part of the Collateral;
- (c) retain the Collateral retain and administer the Collateral in the Lender's sole and unfettered discretion, which discretion the Borrower acknowledges is commercially reasonable;
- (d) **dispose of the Collateral** dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Borrower to the extent permitted by law;

- (e) **enforcing third party obligations** in the Borrower's name, perform, at the Borrower's expense, any and all of the Borrower's obligations or covenants relating to the Collateral and enforce performance by any other parties of its obligations in relation to the Collateral and settle any disputes with other parties upon terms that the Lender deems appropriate, in its discretion;
- (f) **other rights** exercise any or all other rights and remedies available to the Lender under this Note or applicable law.

In addition, the Borrower shall pay all reasonable costs and expenses, including solicitor fees and court costs, of collecting the outstanding Principal Amount and interest due under this Note and any other reasonable costs and expenses incurred by the Lender in enforcing and preserving its rights hereunder. It is expressly understood and agreed that the rights and remedies of the Lender under this Note are cumulative, non-exclusive and are in addition to and not in substitution for any rights or remedies provided by law or equity.

#### 7. Criminal Rate of Interest

In no event shall the aggregate "interest" (as defined in Section 347 (the "Criminal Code Section") of the Criminal Code (Canada)), payable to the Lender under this Note exceed the effective annual rate of interest lawfully permitted under the Criminal Code Section. Further, if any payment, collection or demand pursuant to this Note in respect of such "interest" is determined to be contrary to the provisions of the Criminal Code Section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Lender and the Borrower and such "interest" shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in the receipt by the Lender of interest at a rate not in contravention of the Criminal Code Section.

#### 8. Waiver by the Borrower

The Borrower hereby waives demand, presentment for payment, notice of non-payment, notice of dishonour, notice of acceleration and notice of protest of this Note and waive any defences based upon indulgences which may be granted by the Lender to any party liable hereon. The Borrower also waives the benefit of any days of grace, and the right to assert in any action or proceeding with regard to this Note any setoffs or counterclaims which the Borrower may have against the Lender.

#### 9. No Waiver by the Lender

Neither the extension of time for making any payment which is due and payable under this Note at any time or times, nor the failure, delay, or omission of the Lender to exercise or enforce any of its rights or remedies under this Note, shall constitute a waiver by the Lender of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Lender's further exercise of such right or remedy or any other right or remedy.

#### 10. Non-Transferrable

This Note, including all rights and obligations associated hereunder, shall not be transferrable, except with the prior written consent of the Lender. The Lender may assign its rights under this Note.

#### 11. Further Assurances

The Borrower and the Lender shall at all times promptly do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Note, and shall promptly provide such further documents or instruments required by the other parties as may be necessary or desirable to effect the purpose of this Note and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, granting control over, confirming or perfecting the security interest in the Collateral and the priority accorded to them by law or under this Note or to enable the Lender to exercise and enforce its rights and remedies hereunder.

#### 12. Severability

If any provision of this Note is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions of this Note will continue in full force and effect.

#### 13. Issuance of Replacement Note

The Borrower hereby covenants and agrees with the Lender that if this Note becomes mutilated, lost, destroyed or stolen, the Borrower shall, upon receipt of a declaration of loss from the Lender in a form satisfactory to the Borrower, issue and deliver to the Lender a new secured promissory note of like date and tenor as the one mutilated, lost, destroyed or stolen, in exchange for and in place of and upon cancellation of such mutilated, lost, destroyed or stolen secured promissory note.

#### 14. Governing Law and Successors

This Note is made under and shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia, and shall enure to the benefit of the Lender and its successors (including any successor by reason of amalgamation) and assigns, and shall be binding on the Borrower and its successors (including any successor by reason of amalgamation) and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF the Borrower has caused its respective duly authorized signatory to execute and deliver this Note to the Lender as of the day and year first above written.

FELIX PAYMENT SYSTEMS LTD.

By: Name: Warren Hogg

Title: Director

#### SECURED DEMAND PROMISSORY NOTE

CDN\$60,000

#### VANCOUVER, BRITISH COLUMBIA

**DATE: MARCH 14, 2024** 

#### 1. Promise to Pay

FOR VALUE RECEIVED, FELIX PAYMENT SYSTEMS LTD. (the "Borrower") unconditionally promises to pay to JAKE BOXER, an individual residing in Vancouver, British Columbia (the "Lender"), his successors and assigns, or to his order (or at such other address as the Lender shall notify the Borrower), in lawful money of Canada, the amount of SIXTY THOUSAND DOLLARS (\$60,000) (the "Principal Amount") together with interest on the Principal Amount outstanding from time to time. The Principal Amount and all interest owing thereon shall be due and be paid on demand by the Lender.

For the purposes of this Note, capitalized terms used herein but not otherwise defined shall have the meaning given to such term in the *Personal Property Security Act* (British Columbia).

#### 2. Interest

The Principal Amount outstanding at any time, and from time to time, and any overdue interest, shall bear simple interest at 15% per annum, both before and after the maturity, default, demand and judgment, and be calculated monthly, and will be owing on demand.

#### 3. Prepayment

When not in default under this Note, the Borrower shall be entitled to prepay, in whole or in part, the Principal Amount outstanding and any accrued interest, without notice, bonus or penalty, provided that the Borrower deliver to the Lender a notice of prepayment at least seven (7) days prior to the date of repayment.

#### 4. Security

In order to secure the due payment of the Principal Amount and all interest owing thereon, the Borrower hereby grants in favour of the Lender a continuing, specific and fixed security interest in all present and after acquired personal property of the Borrower, and all personal property in which the Borrower has or in the future may acquire rights, of whatever nature or kind and wherever situate, including, without limitation, all Goods, Investment Property, Instruments, Accounts, Intangibles, and Money, and all proceeds of the foregoing (the "Collateral"). The security interest of the Lender in the Collateral is intended to attach upon the execution of this Note.

The security interest created herein shall not extend or apply to (a) Consumer Goods or (b) the last day of the term of any lease or agreement to lease real property; but upon the enforcement of this Note, the Borrower shall stand possessed of such last day in trust to assign and dispose thereof as the Lender may direct.

The security granted by the Borrower to the Lender hereunder is granted in addition to and shall in no event replace or supersede any other security granted by the Borrower to the Lender,

including, without limitation, that certain security agreement dated as of or about February 10, 2024 and registered by way of a financing statement in the British Columbia Personal Property Registry under base registration number 186604Q.

#### 5. Events of Default

An event of default has occurred and is continuing (each, an "Event of Default") in any one of the following situations:

- (a) the Borrower fails to make payment when due of the Principal Amount outstanding;
- (b) the Borrower is unable to meet its obligations as they generally become due;
- (c) a proceeding in bankruptcy or insolvency of the Borrower, or any proceeding related to protection from creditors, or any proceeding or action is taken for the appointment of a monitor, receiver or trustee for any of its property is filed by or against the Borrower, including any proceeding under the Bankruptcy and Insolvency Act, the Companies' Creditor's Arrangement Act, the Winding-Up and Restructuring Act or the Business Corporations Act;
- (d) an order is made or a resolution is passed for the liquidation or winding-up of the Borrower; or
- (e) any breach of any covenant, representation, warranty or obligation of the Borrower to the Lender under any other agreement or security granted to the Lender which has not otherwise been waived by the Lender in accordance with the terms of such agreement or security.

#### 6. Rights and Remedies

At any time after an Event of Default has occurred, the Lender may, at its option:

- (a) **acceleration upon default** require the Principal Amount and interest thereon become immediately due and payable in full;
- (b) **appointment of receiver -** appoint by instrument in writing a receiver (which term shall for the purposes of this Note include a receiver and manager or agent) of the Borrower and of all or any part of the Collateral;
- (c) retain the Collateral retain and administer the Collateral in the Lender's sole and unfettered discretion, which discretion the Borrower acknowledges is commercially reasonable;
- (d) **dispose of the Collateral** dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Borrower to the extent permitted by law;
- (e) **enforcing third party obligations** in the Borrower's name, perform, at the Borrower's expense, any and all of the Borrower's obligations or covenants

relating to the Collateral and enforce performance by any other parties of its obligations in relation to the Collateral and settle any disputes with other parties upon terms that the Lender deems appropriate, in its discretion;

(f) **other rights** – exercise any or all other rights and remedies available to the Lender under this Note or applicable law.

In addition, the Borrower shall pay all reasonable costs and expenses, including solicitor fees and court costs, of collecting the outstanding Principal Amount and interest due under this Note and any other reasonable costs and expenses incurred by the Lender in enforcing and preserving its rights hereunder. It is expressly understood and agreed that the rights and remedies of the Lender under this Note are cumulative, non-exclusive and are in addition to and not in substitution for any rights or remedies provided by law or equity.

#### 7. Criminal Rate of Interest

In no event shall the aggregate "interest" (as defined in Section 347 (the "Criminal Code Section") of the Criminal Code (Canada)), payable to the Lender under this Note exceed the effective annual rate of interest lawfully permitted under the Criminal Code Section. Further, if any payment, collection or demand pursuant to this Note in respect of such "interest" is determined to be contrary to the provisions of the Criminal Code Section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Lender and the Borrower and such "interest" shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in the receipt by the Lender of interest at a rate not in contravention of the Criminal Code Section.

#### 8. Waiver by the Borrower

The Borrower hereby waives demand, presentment for payment, notice of non-payment, notice of dishonour, notice of acceleration and notice of protest of this Note and waive any defences based upon indulgences which may be granted by the Lender to any party liable hereon. The Borrower also waives the benefit of any days of grace, and the right to assert in any action or proceeding with regard to this Note any setoffs or counterclaims which the Borrower may have against the Lender.

#### 9. No Waiver by the Lender

Neither the extension of time for making any payment which is due and payable under this Note at any time or times, nor the failure, delay, or omission of the Lender to exercise or enforce any of its rights or remedies under this Note, shall constitute a waiver by the Lender of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Lender's further exercise of such right or remedy or any other right or remedy.

#### 10. Non-Transferrable

This Note, including all rights and obligations associated hereunder, shall not be transferrable, except with the prior written consent of the Lender. The Lender may assign its rights under this Note.

#### 11. Further Assurances

The Borrower and the Lender shall at all times promptly do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Note, and shall promptly provide such further documents or instruments required by the other parties as may be necessary or desirable to effect the purpose of this Note and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, granting control over, confirming or perfecting the security interest in the Collateral and the priority accorded to them by law or under this Note or to enable the Lender to exercise and enforce its rights and remedies hereunder.

#### 12. Severability

If any provision of this Note is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions of this Note will continue in full force and effect.

#### 13. Issuance of Replacement Note

The Borrower hereby covenants and agrees with the Lender that if this Note becomes mutilated, lost, destroyed or stolen, the Borrower shall, upon receipt of a declaration of loss from the Lender in a form satisfactory to the Borrower, issue and deliver to the Lender a new secured promissory note of like date and tenor as the one mutilated, lost, destroyed or stolen, in exchange for and in place of and upon cancellation of such mutilated, lost, destroyed or stolen secured promissory note.

#### 14. Governing Law and Successors

This Note is made under and shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia, and shall enure to the benefit of the Lender and its successors (including any successor by reason of amalgamation) and assigns, and shall be binding on the Borrower and its successors (including any successor by reason of amalgamation) and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF the Borrower has caused its respective duly authorized signatory to execute and deliver this Note to the Lender as of the day and year first above written.

FELIX PAYMENT SYSTEMS LTD.

Warren Hogg

By: \_

Name: Warren Hogg

Title: Director

This is Exhibit "C" referred to in the Affidavit #3 of Douglas Mordy sworn before me at Vancouver, BC, this 3rd day of February 2025

A Commissioner/Notary Public for the Province of British Columbia

TATUM MILLER
BARRISTER & SOLICITOR
Oslet, Floskin & Harcourt LLP
Buits 8000, Bentall Four
1088 Curismult Street
Vancauver BC V7X 1K8
TELEPHONE: \$88,488,2848

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# FELIX PAYMENT SYSTEMS LTD. (the "Corporation")

# RESOLUTIONS OF THE BOARD OF DIRECTORS

## DATED: as of March 14, 2024.

### RECITALS:

- The director of the Corporation is authorized from time to time to borrow money on the credit of the Corporation, to guarantee the performance of an obligation and to charge, morigage, hypotherate, piedge or otherwise create is security interest in all or any of the real or personal property of the Corporation to secure any obligations of the Corporation.
- The Corporation wisters to issue to each of Jake Boxer, CA Morely Legacy Trust and Brookfidge Chartered Professional Accountants in. (collectively, "L'enders", and each, a "Lender"); ascented demand promissory note direct as of or about the date hereof in the following principal amounts: (i) \$50,000 in respect of Jake Boxer. (ii) \$50,000 in respect of Above Legacy Trust, and (iii) \$10,000 in respect of bookingle Chartered Professional Accountants Inc. (collectively, the "Yotes"; and each, a"Yotes"). щi
- The principal amount under each Note will accrue interest at a rate of 15% per amum, be calculated monthly and payable on demand. ن
- To secure the obligations of the Corporation to each Lender under the respective Notes, the Corporation will grant a security interest in favour of each Lender in all of the present and after-acquired personal property of the Corporation, as more particularly set forth in each Note (the "Security"). a
- In councerion with the Notes and the Security, the Corporation may be required to enter into other agreements, instruments or security as may be required by the Lenders from time to time (such documents, together with the Notes, the "Loan Documents"). ьį

## BE IT RESOLVED THAT:

- The Corporation is authorized to borrow from the Lenders under the Notes, and the entering into, execution and otherway of the Notes and the performance of the Corporation's obligations under the Notes upon the terms and conditions set forth in the Notes are hereby authorized and approved in all respects.
- The Corporation is authorized and directed to grant in favour of each Lender the Security, and to entir inci, execute, grant and definer all such further and other security as may be required by the Lenders from time to fine.
- The Corporation is authorized and directed to enter into definer and perform its obligations under all other Loan Downments, in the forms required by the Loaders from time to time, all upon the terms and conditions set forth in such Loan Documents.

DOAL SEEDINGS

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Source of Trust obtained from Adobe Approved Trust List (AATL) and Adobe Root CA. Ô ✓ Q Certified by Adobe Acrobat Sign <acrobat-sign-certified@adobe</p> Document has not been modified since it was certified Signing time is from the clock on the signer's computer. Field: SignatureField] (invisible signature) Last Checked: 2025.01.31 15:15:10 -08'00' Signature is LTV enabled Signer's identity is valid Valid certified document: No changes are allowed > Signature Details x Signatures The sole director of the Copocation is authorized and directed to negotiate, finalize, execute and deliver the Notes and all such other Loan Documents as may be required by the Lenders, with or without the copocate seal affixed, which shall be in such form and contain such terms and conditions, san may be required by the Lenders and with such additions, delections or other changes to any such documents as such director or officer, in such director's or officer's so deferetion, any approve, such approval to be conclusively evidenced by such director's or officer's confidered seeming and delivery of the Notes and all such other Loan Documents as may be required, as the case may be. The sole director of the Corporation is authorized and directed to negotiate, finalize, execute and deliver all such other documents and to do or crases to be done all such other accounts and things as may be necessary or desirable to give effect to these resolutions, or in connection with the decuments authorized hereby, or as may otherwise be required by the Lenders flow thus to think, such determination to be conclusively evidenced by such determination to be conclusively evidenced by such such actions as of filter's execution and delivery of any such documents or the taking of any such action, as the case may be. Any agreements, instruments or other documents executed and delivered and any and all acts and fitnings done by any officer or director of the Corporation on or before the date hereof determined to be necessary or desirable by such officer or director in order to complete the transactions contemplated by these resolutions are raiffied, approved and confirmed in all respects. The Corporation is authorized and directed to pay all fees and/or expenses in accordance with the terms of the Notes and any other Loan Documents, as the case may be. Dese resolutions may be executed in counterparts and by means of facsimile signature or other electronic means including DocuSign, each of vittid when so executed and delivered sistal be an original, and all such counterparts shall together constitute one and the same instrument. [Remainder of this page intentionally left blank.] 🌹 "Certified by Addobe Acrobat Sign sacrobat sign-sertified@addobe.coms; prochism, certificate, issued by Addobe COS CA. oo. o, 7

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Left links by Accose Accostacy gives the legaconomic many brockism, certainaire maned by Accose Cub Cut.			The foregoing resolutions are passed as evidenced by the signatures of the directions of the Comocation outsuant to the provisions of the Business Corporations, Act (British Columbia)	DATED as of the date first written above.	warren Hogg	Warren Hogg									Director Resolutions – Felix Payment Systems Lid. res. Secured Demand Promissory Notes	news vest

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# VANCOUVER, BRITISH COLUMBIA

SECURED DEMAND PROMISSORY NOTE

DATE: MARCH 14, 2024

### Promise to Pay

FOR VALUE RECEIVED, FELIX PAYARENT SYSTEMS LID. (the "Barrower") unconditionally promises to pay to BROOKRUGE CHAIRTRED PROFESSIONAL ACCOUNTANTS INC., a company incorporated under the laws of the Province of British Columbia (the "Hardy State Sta

For the purposes of this Note, capitalized terms used herein but not otherwise defined shall have the meaning given to such term in the Personal Property Security Act (British Columbia).

### Interest

The Principal Amount outstanding at any time, and from time to time, and any overdue interest, shall bear simple interest at 15% per annum, both before and after the manuity, default, demand and judgment, and be calculated monthly, and will be owing on demand.

### Prepayment

When not in default under this Note, the Borrower shall be entitled to prepay, in whole or in part, the Pancipal Amount outstanding and any accused inferest, without notice, bonus or penalty, provided that the Borrower deliver to the Lender a notice of prepayment at least serien (7) days prior to the deet of repayment.

### Security

In order to secure the due payment of the Phincipal Annount and all interest owing thereon, the Browner hereby grants in shown of the Londer a continuing, specific and facts executly interest in all present and after acquired personal property of the Bornover, and all personal property in which the Bornover is not in the future may appear rightly of whatever barner of kind and wherever since in the order of the future may appear to the whole of the future and wherever since including, without limitation, all Goods Investment Property. In the Accounts, Intengibles, and Money, and all proceeds of the foregoing (the "Collateral"). The security interest of the Londer in the Collateral is intended to attach upon the execution of this Noise.

The security interest created herein shall not extend or apply to (a) Consumer Goods or (b) the last day of the term of any lease or agreement to lease real property, but upon the enforcement of this Note, the Borrower shall stand possessed of such last day in trust to assign and disposements as a Lander may direct.

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The security granted by the Borrower to the Lender hereunder is granted in addition to and shall in no event replace or supersecte any other security granted by the Borrower to the Lender, including without limitation, that certain security agreement dated as of or about February 10, 2004 and registered by way of a financing statement in the British Columbia Personal Property Registry under base registration number 186604Q.

## 5. Events of Default

An event of default has occurred and is continuing (each, an "Event of Default") in any one of the following sinations:

- the Borrower fails to make payment when due of the Principal Amount outstanding.
- (b) the Borrower is unable to meet its obligations as they generally become due;
- (c) a proceeding in bankrupicy or insolvency of the Borrower, or any proceeding related to protection from creditions, or any proceeding or action is laken for the appointment of a monitor, receiver or trustee for any of its property is filed by or against the Borrower, including any proceeding under the Bonkrupicy and Inolvency Act in Companies' Cheditor's Armagonent Act, the Illinding-Up and Returnetuming Act or the Business Component Act,
- (d) an order is made or a resolution is passed for the liquidation or winding-up of the Borrower, or
- (e) any breach of any covenant, representation, warranty or obligation of the Burtower to the Leuder under any other agreement or security granted to the Londer which has not otherwise been waived by the Lender in accordance with the terms of such agreement or security.

## Rights and Remedies

At any time after an Event of Default has occurred, the Lender may, at its option:

- (a) acceleration upon default require the Principal Amount and interest thereon become immediately due and payable in full;
- appointment of receiver appoint by instrument in writing a receiver (which term shall for the purposes of this Note include a receiver and manager or agent) of the Dornover and of all or any part of the Collateral;
- (c) retain the Collateral retain and administer the Collateral in the Lender's sole and underleted discretion. Which discretion the Borrower admovledges is commercially reasonable.
- (4) dispose of the Collateral dispose of any Collateral by public auction, private tender or private connact with or without univer, advertaing or any other formality, all of which are waived by the Borrower to the extent permitted by law.

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enforting third party obligations – in the Borrover's name, perform, at the Borrower's superace, any and enforce performance by any other parties of its relating to the Collateral and endforce performance by any other parties of its obligations in relation to the Colladeral and settle any disputes with other parties upon terms that the Lender deems appropriate, in its discretion. છ

other rights - exercise any or all other rights and remedies available to the Lender under this Note or applicable law. 9

In addition, the Borrower shall pay all reasonable costs and expenses, including solicitor frees and court costs, of Collecting the outsidening Plantading Philadia Amount and interest the under this Note and any other reasonable costs and expenses incurred by the Lander in enfecting and preserving it rights hereunder. It is expressly understood and agreed that the rights and remedies of the Lender under this Note are cumulative, more exclusive and are in addition to and not in substitution for any rights or remedies provided by Jaw or equity.

## Criminal Rate of Interest

In no event shall the aggregate "interest" (as defined in Section 347 (the "Criminal Code Section") of the Criminal Code (Canada), payable to the Lander under this Note exceed the effective ament rate of interest lawfully permitted under the Criminal Code Section. Further, if any payment, collection or demand pursuan to this Note in respect of such "interest" is determined to be compary to the provisions of the Criminal Code Section, such payment, collection, or demand shall be deemed to have been ande by muntal missiase of the Lander and the Borower and such "interest" shall be deemed to have been adjusted with retroactive effect) the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in the receipt by the Lander of interest at a rate not in contravention of the Criminal Code Section.

## Waiver by the Borrower

The Borrower hereby waives demand, presentment for payment, notice of non-payment, andre of dishonors, notice of acceleration and notice of protest of this Note and waive any defences based upon indugences which may be granted by the Lender to any party liable hereon. The Borrower also waives the benefit of any days of grace, and the right to assert in any action or proceeding with regard to this Note any setoffs or counterclaims which the Borrower may have against the Lender.

## No Waiver by the Lender

Neither the extension of time for making any payment which is the and payable under this Note at any time of times, nor the failure, delay, or outsisson of the Lander to exercise or enforce any of its rights or remedies under this Note, shall constitute a waiver by the Lander of its right to endorce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not prechude the Lander's further exercise of such right or remedy of any other right or remedy and the Lander's further exercise of such right or remedy or any other right or remedy or any

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This Note, including all rights and obligations associated heremoder, shall not be transferrable, except with the prior written consent of the Lender. The Lender may assign its rights under this Note.

## 11. Further Assurances

The Borrower and the Lender shall at all times promptly do all such things and provide all such reasonable assurances as may be required to consummate the transactions confernipated by this Note, and shall promptly growide such further documents or instruments required by the other parties as may be necessary or destaible to effect the purpose of this Note and carry out is provisions, and for the better granting, transferring, assigning, chaging, sething over, assuring painting control over, confirming or perfecting the security interest in the Collaberal and the entire transferring the security interest in the Collaberal and the entire its control over the provision.

### 12. Severability

If any provision of this Note is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions of this Note will continue in full force and effect.

# 13. Issuance of Replacement Note

The Borrower hereby covenants and agrees with the Lender that if this Note becomes mutilated, lost, destroyed or stolen, the Borrower shall, upon receipt of a declaration of loss from the Lorder in a form statisfactory to the Borrower, issue and deliver to the Lender a new secured promissory note of like date and tenor as the one mutilated, lost, destroyed or stolen, in exchange for and upon cancellation of such mutilated, lost, destroyed or stolen secured

# 14. Governing Law and Successors

This Note is made under and shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable in the Province of British Columbia, and shall enter to the benefit of the Lender and its successors (including any successor by reason of analgamation) and assigns, and shall be binding on the Bornwer and its successors (including any successor by reason of analgamation) and assigns,

[Signature Page Follows]

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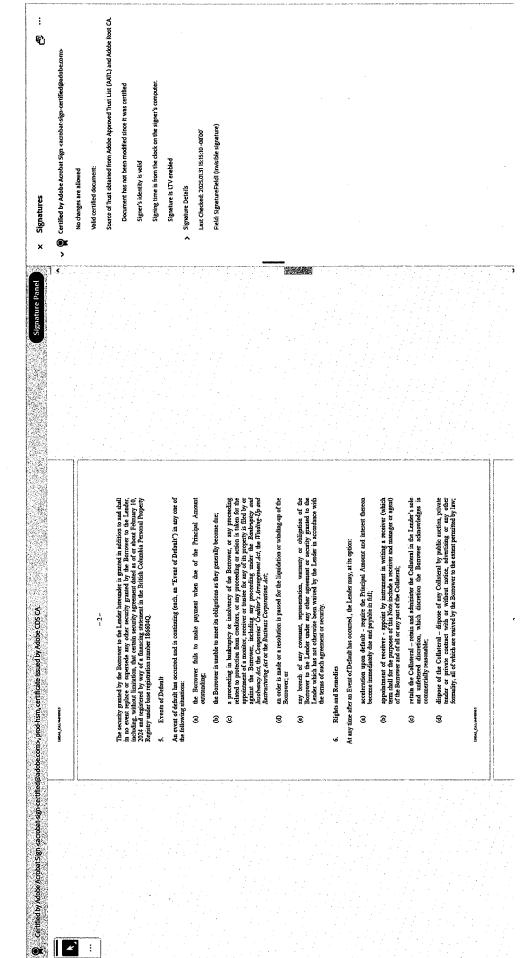
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	TRAIN OF PRINCE				IN WITNESS WHEREOF the Borrower has caused its respective duly authorized signalory to execute and deliver this Note to the Lender as of the day and year first above	Wriffen.	FELL FAXILET SYSTEMS LID. Warren Hogg	By: Name: Warren Hogg	litte: Director		

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Simmon Piere - Promissor Nov Arochitze Charmed Professional Accommon Inc.)		SECURED DEMAND PROMISSORY NOTE  THE SECURED DEMAND PROMISSORY NOTE  THE SECURED FOR THE SECURE SECURITIES AND THE SECURED SECURITIES.			FOR VALUE RECEIVED, FEILY PAYMENT SYSTEMS, I.D. (the "Borrover") moondineally promise to pay to CA MORDY LEGACY INUST, a trust formed under the laws of the Province of British Columbia (the "Londer"), its successors and ussigns, or to its order (or at such other address as the Lander shall notify the Borrover), in lawful money of Canada, the amount of IHRRIY THOUSAND DOLLARS (SM,000) (the "Principal Amount") together with interest on the Principal Amount outstanding from time to time. The Principal Amount and all interest owing thereon shall be due and be paid on demand by the Lender.	For the purposes of this Note, capitalized terms used herein but not otherwise defined shall have the meaning given to such term in the Personal Property Security Act (British Columbia).	원골루	<ol> <li>Prepayment When not in default this Note, the Borrower shall be entitled to prepay, in whole or in part, When not in default that the State of the State of the State of the Phicidal Ansum custanding and my secracl interest, without notice, boms or peaulty, provided that the Borrower deliver to the Lender a notice of prepayment at least seven (7) days prior to the date of repayment.</li> <li>Security</li> </ol>	In order to secure the date payment of the Principal Annount and all interest owing thereon, the Bonnwer hereby grams in favour of the Lender a continuing, specific and freed security interest in all present and after sequinced personal property of the Bonnwer, and all personal property in which the Bonnwer has or in the future may origine rights, of wheterer nature of chiral and whenever situate, including, without limitation, all Goods, inventment Property, Instituments, Accounts, Instangibles, and Moncy, and all proceeds of the foregoing (the "Collaters!). The security interest of the Lender in the Collaters! is instanded to attach upon the execution of this Note.  The security interest created herein shall not extend or apply to (8) Consumer Goods or (8) the last sizy of the term of any less or agreement to lesse real property; but upon the estimement of	this Note, the Borrower shall stand possessed of such last day in trust to assign and dispose thereof as the Lender may direct.
						-				



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MONI CALMINING

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enforcing third party obligations — in the Borrover's name, perform, at the Natureev's expense, any and all of the Borrover's obligations or covenant retaing to the Collestal and enforce performance by any other parties of its obligations in rations to the Collestal and entite by the surface of the upon terms that the Londer deem symptopiale, in its discretion.

other rights - exercise any or all other rights and remedies available to the Lender under this Note or applicable law. 9

In addition, the Bornwer shall pay all reasonable costs and expenses, including solicitor fees and court costs, of collecting the custaminate brimpiel Annuan and interest cusher than the sun any other reasonable costs and expenses incurred by the Lender in endorcing and preserving it rights heremake. It is expectly understood and agreed that the rights and remedies of the Lender under this toler are remaintrive, now exclusive and are in addition to and not in substitution for any rights or remedies provided by law or equity.

## 7. Criminal Rate of Interest

In no event shall the aggregate "interest" (as defined in Section 347 (the "Criminal Code Section.) To the Criminal Code (Enada), payable to the Lacter under this Note exceed the excitors armal rate of interest having permariled under the Criminal Code Section. Further, if any payment, collection or demand pursuant to this Note in respect of such "interest" is demand to the commant to the interest of sold "interest" is demand to the command to the payment collection, or demand that they became do that the demand to have been made by mutual mission of the Lindor and the Bourover and earth "interest" shall be deemed to have been adjusted with retoutive effect in the monitum amount or rate of interest, as the case may be, as would not be so prohibited by framinal Code Section.

### 8. Waiver by the Borrower

The Bornwer hereby waives demand, presentment for payment, notice of non-payment, notice of of subnounce, notice of ocception and waive any defences bused upon insulgences which may be granted by the Lender to any party liable berson. The Bornwer also waives the benefit of any days of grace, and the right to steer in any scrion or proceeding with regard to this Note my scrioffs or counterclaims which the Bornwer may lave against the Lender.

## 9. No Wairer by the Lender

Neither the extension of time for making any payment which is due and payable under this Note at any institute or times, now failure, elibrate, editing, editing, and or mission of the Linder of the times, edit or in right some removes made in him Note, shall consider a variety by the Lender of its right to efforce any such nights and remedies subsequently. The single or partial exercise of any anth right or tremely shall not preclude the Lender's fauther exercise of such ingit or remedy on my other right or remedy or my

x Signatures

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፥ Source of Trust obtained from Adobe Approved Trust List (AATL) and Adobe Root CA. **©** 🗸 🍳 Certified by Adobe Acrobat Sign <acrobat-sign-certified@adobe Signing time is from the clock on the signer's computer. Document has not been modified since it was certified Field: SignatureField! (invisible signature) Last Checked: 2025.01.31 15:15:10 - 08'00' Signature is LTV enabled Signer's identity is valid Valid certified document: No changes are allowed Signature Details x Signatures 11. Further Assumances
The Borrower and the Lender shall at all times promptly do all such things and provide all such researchle seasuraces as may be required to consummant the transcribed by this Vole, and shall promptly provide and further documents or instruments required by this Vole, and shall promptly provide and further documents or instruments required by this opposite and yet be externy or desirable to effect the purpose of this Yole and array out is previous, and for the better graning, transferming assigning, charging, serving over, assuming sprainty occuring very control over, continuing or parfecting the accurity interest in the Collateral and the enforce its rights and remedies bereemder. The Borrower bereky covenants and agrees with the Lender that if this Note becomes mutilated, lost, destroyed or steled. the Borrower hall, upon receipt of a declaration of lost from the Lender in a form satisfactory to the Borrower, issue and editive to the Lender a twa secured promissory use of like date and insort so the one mutilated, lost destroyed or stelen, in exchange for and in place of and upon cancellation of such mutilated, lost, destroyed or stelen secured premisery under This Note is made under and shall be governed by and construed in accordance with the laws of the Province of Birish of Chimath and Birish Chimath applicable in the Province of Birish Chimath and shall mant to the benefit of the Luider and its successors (including any successor by treat of other and part of the Single and the birish collection and successors (including any successors (including any successors of virtual or any accessors of virtual paramitrical susping. This Note, including all rights and obligations associated hereunder, shall not be transfermble, except with the prior written consent of the Lender. The Lender may assign its rights under this Note. If any provision of this Note is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will stack only to such provision or part thereof and the remaining part of such provisions of this Note will continue in full force and effect. [Signature Page Follows] 🗣 . Certified by Adobe Acrobat Sign sacrobat-sign-certified@adobe.com>, prod-hsm; certificate issued by Adobe CDS CA. 14. Governing Law and Successors 13. Issuance of Replacement Note 12. Severability

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Signature Panel																				
dobe.com.) prod-hsm, certificate issued by Adobe COS CA:	linia, Calestoria		the statement of the st	IN WILNESS WHERKUP the Borrower has caused its respective duly authorized grant grant or execute and deliver this Note to the Lender as of the day and year first above written.	FELIX PAYMENT SYSTEMS LTD.	Warren Hogg	D): Name: Waren Hogg Title - Director	TANAMA TORIN											Separah Pare - Pronecoy Non (CA Morb) Legis (Trus)	
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	(mu) Coders (hardy Company) and Command Summary Summar	X Signatures  X Signatures  C.*  O ® Certified by Adoba Sien sambarsien-certified@adobe.com>
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	SECTIBED DEVIAND PROAGSORY NOTE	Source of Tust obtained from Adobe Approved Trust List (AATL) and Adobe Rook CA.
	CDNS60.000 VANCOUYER BRITISH COLUMBIA	Document has not been modified since it was certified
		Signer's identity is valid
	1. Promise to Pay	Signing time is from the clock on the signer's computer.
		Signature is LTV enabled
	unconditionally promises to pay to JAKE BONER, an individual residing in Vancouver, British Columbia (the "Lender"), his successors and assigns, or to his order (or at such other address as	> Signature Details
	the Lander shall notify the Borrover; in lawful money of Chatch, the amount of SLA11 V ITHOUSAND DOLLARS (Sof)000) (the "Phircipal Amount Oberhavith interest on the Principal Amount outstanding from func to fine. The Principal Amount and all interest owing	Last Checked: 2025,0131 15;15:10 -08'00'
	thereon shall be due and be paid on demand by the Lender.	Field: SignatureField! (invisible signature)
	For the purposes of this Note, capitalized terms used herein but not otherwise defined shall have the meaning given to such term in the Personal Property Security Act (British Columbia).	
	2. Interest	
	The Principal Amount outstanding at any time, and from time to time, and any overthe interest,	_
	and judgment, and be calculated monthly, and will be owing on demand.	
	3. Prepayment	
	When not in default under this Note, the Borrower shall be emitted to prepay, in whole or in part, the Principal Amount outstanding and any secreted interest, without protice, bonus or penalty.	
	provided that the Borrower deliver to the Lender a notice of prepayment at least seven (7) days prior to the date of repayment.	
	4. Security	
	In order to secure the due payment of the Principal Amount and all interest owing thereon, the	
	Borrower hereby grants in favour of the Lender a continuing, specific and fixed security interest in all present and after acquired personal property of the Borrower, and all personal property in	
	which the Borrower has or in the future may acquire rights, of whatever nature or kind and wherever situate, including without limitation, all Goods, Investment Property, Instruments	
	Accounts, Intangibles, and Money, and all proceeds of the foregoing (the "Collateral"). The security interest of the Lender in the Collateral is intended to attach mon the execution of this	
	Note.	
	The security interest created herein shall not extend or apply to (3) Consumer Goods or (0) the last do (7 the term of any even or any extended to lease set importery, but upon the entirement of the last of the contract of the last of	
	uns trotte, the bottower status status possessed of such tast day in trust to assign and dispose thereof as the Lender may direct.	
	The security granted by the Borrower to the Lender hereunder is granted in addition to and shall in no event renlace or smersede any other security granted by the Borrower to the Lender.	
	Івпл. Содінтеми	
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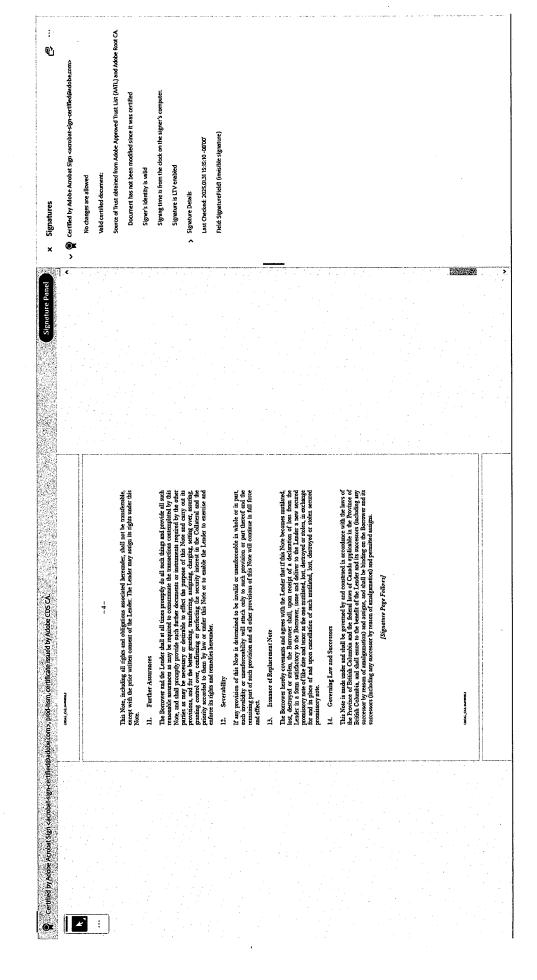
Source of Trust obtained from Adobe Approved Trust List (AATL) and Adobe Root CA. 6 Document has not been modified since it was certified Signing time is from the clock on the signer's computer Field: SignatureField! (invisible signature) Last Checked: 2025,01.31 15:15:10 -08'00' Signature is LTV enabled Signer's identity is valid Valid certified document: No changes are allowed > Signature Details x Signatures incheding, without limitation, that certain security agreement dated as of or about February 10, 2024 and registered by wey of a financing statement in the British Columbia Personal Property Rigisty under buse registration number 13606402, An event of default has occurred and is combining (each, an "Event of Default") in any one of the following situations: (a) the Borrower fails to make payment when due of the Principal Amount outstanding. a proceeding in bankrupicy or insolvency of the Borrover, or any proceeding related to profection from recitality or any protecting or status is then for the appointment of a monitor, reseiver or trustee for any of its property is flict by or against the Borrower, including any proceeding under the Borrower, including any proceeding under the Ronkrupicy and functionary stat the Companies' Confider's Armagement Act, the Illuding-thy and Ronrestring, stat on the Business Corporations Leg. any breach of any covenant, representation, warramy or obligation of the Bonnew to the Lender under any other agreement or security granted to the Lender which has non otherwise been waived by the Lender in accordance with the terms of such agreement or security. (a) acceleration upon default - require the Principal Amount and interest thereon become immediately due and payable in full; dispose of the Collateral – dispose of any Collateral by public suction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Bonower to the extent permitted by law, an order is made or a resolution is passed for the liquidation or winding-up of the Borrower; or appointment of receiver - appoint by instrument in writing a receiver (which term shall for the purposes of this Note include a receiver and manager or agent) of the Borrower and of all or any part of the Collateral; retain the Collateral - retain and administer the Collateral in the Lender's sole and unfettered discretion, which discretion the Borrower admowledges is commercially reasonable; enforcing third party obligations - in the Borrower's name, perform, at the Borrower's expense, any and all of the Borrower's obligations or covenants the Borrower is unable to meet its obligations as they generally become due; At any time after an Event of Default has occurred, the Lender may, at its option: 🗣 . Certified by Adoge Acrobat Sign sacrobat sign reertified @adobe.com.s. proc-hsm. certificate issued by Adobe CDS CA -3-6. Rights and Remedies 5. Events of Default € 3 € • છ € € €

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	турк соминая			IN WIINESS WHEREOF the Borrower has caused its respective daly authorized againsty to execute and deliver this Note to the Lender as of the day and year first above syriten.	FELLY PAYMENT SYSTEMS LTD.  WATTON HOGG	Name: Warren Hogg Tile: Director	Streams Streams Pere - Prenting Note (Jobs Berry)

This is Exhibit "D" referred to in the Affidavit #3 of Douglas Mordy sworn before me at Vancouver, BC, this 3rd day of February 2025

A Commissioner/Notary Public for the Province of British Columbia

TATUM MILLER
BARRISTER & SOLICITOR
Osler, Hoskin & Harcourt LLP
Suite 3000, Bentall Four
1055 Dunamuir Street
Vancouver, BC V7X 1K8
TELEPHONE: 238.466.2845

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# RESOLUTIONS OF THE BOARD OF DIRECTORS

FELIX PAYMENT SYSTEMS LTD. (the "Corporation")

### DATED: as of March 14, 2024.

### RECITALS:

- The director of the Corporation is authorized from time to time to borrow money on the carde of the Corporation, to grantee the performance of an obligation and to charge, impropriests, pieleg or otherwise create a security interest in all or may of the real or personal property of the Corporation to secure any obligations of the Corporation
- The Corporation wither to issue to each of lake Boxer, CA Mondy Legacy Trust and Boxchige Charterle Professional Accommunts. Inc. (collectively, the "Lenders", and each, a "Lender") a secured demand promissory note dated as of or short the date heroof, a "Lender") a secured demand promissory note dated as of or short the date theroof the following principal amounts: (050000 in respect of Les Boxer, (6) 530,000 in respect of LeA Morch', Legacy Trust, and (60) 510,000 in respect of Ed Boxchinger Chartered Professional Accommunit Inc., (collectively, the "Notes", and each, a "Note").
  - The principal amount under each Note will accrue interest at a rate of 13% per annum, be calculated monthly and payable on demand. ن
- To secure the obligations of the Corporation to each Lender under the respective Notes, the copromition will grant a security interest in throw of each Lender in all of the present and after-acquired personal property of the Corporation, as more particularly set forth in each Note (the "Security"). ų
- In connection with the Notes and the Security, the Corporation may be required to enter into other agreements, instruments or security as may be required by the Lenders from time to time (such documents, together with the Notes, the "Loan Documents").

### BE IT RESOLVED THAT:

- The Corporation is authorized to borrow from the Lenders under the Notes, and the entering the sections and delivery of the Notes and the performance of the Corporation's obligations under the Notes upon the terms and conditions set forth in the Notes are bereby authorized and approved in all respects.
- The Coporation is authorized and directed to grant in favour of each Lender the Security, and to enter into, execute, grant and deliver all such further and other security as may be required by the Lenders from time to time.
- The Corporation is authorized and directed to enser into, deliver and perform its obligations under all other Loan Documents, in the forms required by the LoanGears from time to time, all upon the terms and conditions set forth in such Loan Documents.

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	-2-	4. The Comporation is authorized and directed to pay all fees and/or expenses in accordance with the terms of the Notes and any other Loan Documents, as the case may be.  5. The sole timetor of the Coopuration is anticited and anticited in originite, familize, execute and deliver the Notes and all such other Loan Documents as may be required by the Leaders, with or without the corporate ad affirsted, which thall be in such form and contain note herms and conditions as may be required by the Leaders and with such additions, deletions or other changes to any such documents as such director or officer, and such declaration and approve, are supproved to confusively evidenced by such director or officer; a such director of our fixed to officer; a such director of the confusively evidenced by such directors or officer; a such director is or officer; a secretion and delivery of the Notes and all such a confusively.	other Loun Documents is tany be required, as the case may a directed to negotists, finalize, of extent and deliver all such other documents and to do or cause to be done all raich other exercise modeliver all such other documents and to do or cause to be done all raich other extent and delivers all such other documents and to do or cause to be done all raich other exercisents with the documents authorized hereby, or a may otherwise be required by the Lenders from time to time, and determination to be conclusively evidenced by such director's cor ordified; second man delivery of any such documents or the taking of any such documents or the taking of any such documents are the taking of any such documents or the taking of any such documents.	7. Any agreements, instruments or other documents executed and delivered and any and all acts and things done by any officer or director of the Corporation on or before the date bereof determined to be necessary or destrable by such officer or director in order to compile the transactions condemplated by these resolutions are rarified, approved and confirmed in all respects.	<ol> <li>These resolutious may be executed in counterparts and by means of facsimile signature or other electronic means including DocuSign, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument.</li> </ol>	[Remainder of this page intentionally left blank]	

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DATED as of the date first written above.  Warren Hogg  Warren Resolutions — Faltr Payment Systems Liel 1vs. Secured Demand Prontesory Nones				
DATED as of the date if  WAYYEN H  Waren E  Darent Resolutions - F		olutions are passed as evidenced by the signatures of the directors of the provisions of the Business Corporations. Act (British Columbia) est written above.		elix Papment Systems Ltd. re: Secured Demend Promissory Notes
Signature of the state of the s	Padobecomp, prod-istant	The foregoing resonation pursuant to it DATED as of the dite fit.  WAYPEN HO  Waren H		Director Resolutions – Fi

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# SECURED DEMAND PROMISSORY NOTE

CDNS10,000

Promise to Pay

VANCOUVER, BRITISH COLUMBIA

DATE: MARCH 14, 2024

FOR VALUE RECEIVED, FELIX PAYALENT SYSTEMS LID. (the "Borrower") unconditionally promises to pay to BROOKRIDGE CHARITERED PROFESSIONAL ACCOUNTANTS INC, a company incorporated under the laws of the Province of British Columbia (the "Lender Stall notify the Borrower), in lawful money of Canada, the amount of TEN IHOUSAND DOLLLAKS (\$10,000) (the "Principal Amount") together with interest on the Principal Amount outstanding from time to hime. The Principal Amount and all interest on the theorem shall be due and be paid on demand by the Lender.

For the purposes of this Note, capitalized terms used herein but not otherwise defined shall have the meaning given to such term in the Parsonal Property Security Act (British Columbia).

The Principal Amount outstanding at any time, and from time to time, and any overdue interest, stable bear simple interest at 15% per ammun, both bothe and after the manurity, defauit, demand and judgment, and be calculated monthly, and will be owing on demand.

Prepayment

When not in default under this Note, the Borrower shall be entitled to prepay, in whole or in part, the Principal Amount outstanding and any accused interest, without notice, bonus or penalty, provided that the Borrower deliver to the Lender a notice of prepayment at least seven (7) days prior to the date of repayment.

Security

In order to secure the due payment of the Principal Amount and all interest owing thereon, the Browner hereby grains in favour of the Lender a continuing, specific and fixed security interest in all present and after acquired personal property of the Borrower, and all personal property of the Borrower, and all personal property of the Borrower and all personal property in which the Borrower has or in the future may acquire rights, of whatever nature or kind and wherever sinaue, including, without himithout, all Goods, hursermort Property, Instruments, Accounts, Intangibles, and Money, and all proceeds of the foregoing (the "Collateral"). The security interest of the Lender in the Collateral is intended to attach upon the execution of this

The security interest created herein shall not extend or apply to (a) Consumer Goods or (b) the last day of the term of any lease or agreement to lease real property, but upon the enforcement of this Note, the Borrower shall stand possessed of such last day in trust to assign and dispose thereof as the Lender may direct.

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Permission Details

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	-2-		You cannot edit this document.
	The security granted by the Borrower to the Lender hereunder is granted in addition to and shall in no event replace or supersede any other security granted by the Borrower to the Lender, including without infiniation, that certain security agreement dated as of or about February 10.		remission Details
	2024 and registered by way of a financing statement in the British Columbia Personal Property Registry under base registration number 186094Q.		
	5. Events of Default		
	An event of default has occurred and is continuing (each, an "Event of Default") in any one of the following situations:		
	<ul> <li>(a) the Borrower fails to make payment when due of the Principal Amount outstanding.</li> </ul>		
	(b) the Borrower is unable to meet its obligations as they generally become due;		
	(c) a proceeding in bankruptry or insolvency of the Borrower, or any proceeding related to protection from reactions, or any proceeding or action is before for the appointment of a monitor, receiver or trustee for any of its property is filed by or against the Borrower: including, any proceeding under the Borrbrapicy, and Insolvency Acit, the Compounds' Orealion's Arrangement Acit, the Whiding-Lip and Naturenting Act on the Business Corporations Acit,		
	(d) an order is made or a resolution is passed for the liquidation or winding-up of the Borrower, or		-
	(e) any breach of any coverant, representation, warranty or obligation of the Borrower in the Lender under any other agreement or security granted to the Lender which has not otherwise been waived by the Lender in accordance with the terms of such agreement or security.		
	6. Rights and Remedies		
	At any time after an Event of Default has occurred, the Lender may, at its option:		
	<ul> <li>acceleration upon default - require the Principal Amount and interest thereon become immediately due and payable in full;</li> </ul>		
	<ul> <li>appointment of receiver - appoint by instrument in writing a receiver (which term shall for the purposes of this Note include a receiver and manager or agent) of the Borrower and of all or any part of the Collateral;</li> </ul>		
	<ul> <li>retain the Collateral – retain and administer the Collateral in the Lender's sole and unfettered discretion, which discretion the Borrower acknowledges is commercially reasonable;</li> </ul>		
	<ul> <li>dispose of the Collateral – dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Borrower to the extent permitted by law;</li> </ul>		
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enforcing third party obligations – in the Borrower's name, perform, at the Borrower's expense, any and all of the Borrower's obligations or coverants relating to the Collareal and enforce performance by any other parties of its obligations in relation to the Collareal and settle any disputes with other parties upon terms that the Lender deems appropriate, in its discretion; e

other rights - exercise any or all other rights and remedies available to the Lender under this Note or applicable law. Θ

In addition, the Borrower shall pay all reasonable costs and expenses, including solicitor fees and court costs, of collecting the outstanding Pincipida Amount and inferest due under finis Note and any other reasonable costs and expenses incurred by the Lender in enforcing and preserving its rights berunder. It is expressly understood and agreed that the rights and remedies of the Lender under this Note are examilative, non-exclusive and are in addition to and not in substitution for any rights or termodes provided by law or equity.

## 7. Criminal Rate of Interest

In no event shall the aggregate "interest" (as defined in Section 347 (the "Criminal Code Section") of the Criminal Code (Canada)), payable to the Lender under this Note exceed the effective annual rate of interest lawthly seminted under the Criminal Code Section. Further, if any symment, collection or demand pursuant to this Note in respect of such "interest" is electrimized to be contrary to the provisions of the Criminal Code Section, such payment collection, or demand shall be deemed to have been made by murtual misslee of the Lender and the Borover and such "interest" shall be deemed to have been adjusted with retroactive effect to he maximum amount or rate of interest, as the case may be, as would not be so prohibited by he wor so creatl in the receipt by the Lender of interest at a rate not in contravention of the Criminal Code Section.

## Waiver by the Borrower

The Borrower hereby waives demand, presemment for payment, notice of non-payment, notice of dishonour, notice of acceleration and notice of profests of this Note and waive any defences based upon indulgences which may be granted by the Lender to any party liable hereon. The Borrower also waives the benefit of any days of grace, and the right to assert in any action or specially with regard to this Note any setoffs or counterclaims which the Borrower may have against the Lender.

## No Waiver by the Lender

Neither the extension of time for making any payment which is due and payable under this Note at any time or times, nor the failure, delay, or omission of the Londer to exercise or enforce any of its rights or remedeue under this Note, hall oursitute a waiver by the Londer of its right to effect on a constitute as waiver by the Londer of its right to effect eath out in the areacties subsequently. The single or parial exercise of any such right or remedy shall not preclude the Lender's further exercise of such right or remedy or any other right or remedy.

### Non-Transferrable

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This Note, including all rights and obligations associated heretuder, shall not be transferrable, except with the prior written consent of the Lender. The Lender may assign its rights under this Note.

### 11. Further Assurances

The Borrower and the Lender shall at all times promptly do all such things and provide all such reasonable assurances as may be required to consumant the transactions contemplated by this Not, and shall promptly provide such further documents or instruments required by the other parties as may admit promptly provide such further documents or instruments required by the other parties as may be necessary or desirable to effect the purpose of this Note and earny out is provisions, and for the before gradular, transferring, assigning, charging, setting over, assaring granting control over, confinming or perfecting the security interest in the Collateral and the priority accorded to them by him or under this Note or to enable the Lender to exercise and enforces for the state of the control of th

### . Severability

If any provision of this Note is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions of this Note will continue in full force and effect.

# 13. Issuance of Replacement Note

The Borrower hereby coverants and agrees with the Lender that if this Note becomes mutilated, lost, destroyed or stolken, the Borrower shall, upon receipt of a declaration of loss from the Lender in a form satisfactory to the Borrower, issue and deliver to the Lender a new secured promissory note of like date and fenor as the one mutilated, lost, destroyed or stolen, in exchange for and in place of and upon cancellation of such mutilated, lost, destroyed or stolen secured promissory one.

## Governing Law and Successors

This Note is made under and shall be governed by and construed in accordance with the laws of the Province of British Columbia and the Referal laws of Canada applicable in the Province of British Columbia, and shall enter to the benefit of the Lander and its successors (including any successor by reason of analgamation) and assegias, and shall be binding on the Borrower and its successors (including any successors by reason of analgamation) and permitted assigns.

### [Signature Page Follows]

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syprochem, certificate state by Adobe CDS CA.	IN WITNESS WHEREOF the Borrower has caused its respective duly authorized signatory to execute and deliver this Note to the Lender as of the day and year first above written.	FELIX PANNENT SYSTEMS LTD.  Warpen Hogg  By: Name: Waren Hogg  Title: Director	Signatur Paes – Pramissorv Nois (Brookriège Chartered Professional Accountants Inc.)
. Contined by Addise Acrobial Sign sacrobal signs acrobial signs of the doas come, prod-hon, continuate sound by Addise CDS CA.			

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# SECURED DEMAND PROMISSORY NOTE

CDNS30,000

# VANCOUVER, BRITISH COLUMBIA

### **DATE: MARCH 14, 2024**

### Promise to Pay

FOR VALUE RECEIVED, FELIX PAYMENT SYSTEMS LID. (the "Borrower") unconditionally promises to pay to CA MORDY LECACY TRUST, a most formed under the laws of the Province of British Columbia (the "Lander"), its successors and assigns, or to its order (or at such other address as the Lender shall notify the Borrower), in lawful money of Canada, the amount of THIRIY THOUSAND DOLLARS (\$30,000) (the "Principal Amount") together with interest on the Principal Amount outstanding from time to time. The Principal Amount and all interest owing thereon shall be due and be paid on demand by the Lender.

For the purposes of this Note, capitalized terms used herein but not otherwise defined shall have the meaning given to such term in the Parsonal Property Security Act (British Columbia).

### Interest

The Principal Amount outstanding at any time, and from time to time, and any overdue interest, shall beer simple interest at 15% per animum, but before and after the maturity, default, demand adjudgment, and be calculated monthly, and will be owing on demand.

### Prepayment

When not in default under this Note, the Borrower shall be entitled to prepay, in whole or in part, the Phincipal Amount outstanding and any accured interest, without notice, bonus or penalty, provided that the Borrower deliver to the Lender a notice of prepayment at least seven (7) days prior to the date of repayment.

### Security

In order to secure the due payment of the Principal Amount and all interest owing thereon, the Browner hereby grants in favour of the Lender a continuing, specific and fixed security interest in all present and after acquired personal property of the Borrower, and all personal property of the Borrower, and all personal property of the Borrower, and all personal property of the Amount and the acquired personal property of the Borrower sinae, including, without limitation, all Goods, Investment Property, Instruments, Accounts, Instruments, and Money, and all proceeds of the foregoing (the "Collateral"). The security interest of the Lender in the Collateral is intended to attach upon the execution of this Note

The security interest created herein shall not extend or apply to (a) Consumer Goods or (b) the last day of the term of any lease or agreement to lease real property, but upon the enfoncement of this Note, the Borrower shall stand possessed of such last day in tust to assign and dispose thereof as the Lender may direct.

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The security granted by the Borrower to the Lender hereunder is granted in addition to and shall in no event replace or supersock any other security granted by the Borrower to the Lender, including without limitation, that certain security agreement dated as of or about February 10, 2024 and registered by way of a financing statement in the British Columbia Personal Property Registry under base registration number 186604Q.

### 5. Events of Default

An event of default has occurred and is continuing (each, an "Event of Default") in any one of the following situations:

- (a) the Borrower fails to make payment when due of the Principal Amount outstanding,
- (b) the Borrower is unable to meet its obligations as they generally become due;
- (c) a proceeding in bankruptcy or insolvency of the Borrower, or any proceeding related to protection than crothors, or any proceeding or admin is then for the appointment of a monitor, acceiver or trustee for any of its property is filted by or against the Borrower, including any proceeding under the Bankrupicy and Incolourcy, Act, the Componies' Crodilor's Arrangement Act, the Winding-Up and Restructuring Act on the Business Corporations Act,
- (d) an order is made or a resolution is passed for the liquidation or winding-up of the Borrower, or
- (e) any breach of any covenant, representation, warranty or obligation of the Borrower to the Leader under any other agreement or security granted to the Lender which has not otherwise been waived by the Lender in accordance with the terms of such agreement or security.

### . Rights and Remedies

At any time after an Event of Default has occurred, the Lender may, at its option:

- (a) acceleration upon default require the Principal Amount and interest thereon become immediately due and payable in full;
- appointment of receiver appoint by instrument in writing a receiver (which
  term shall for the purposes of this Note include a receiver and manager or agent)
  of the Borrower and of all or any part of the Collateral;
- retain the Collateral retain and administer the Collateral in the Lender's sole and undiffered discretion, which discretion the Borrower acknowledges is commercially reasonable;
- (d) dispose of the Collateral dispose of any Collateral by public auxino, private tender or private contract with or without unite, advertising or any other formality, all of which are waived by the Borrower to the extent permitted by Jaw.

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enforcing third party obligations – in the Borrower's name, perform, at the Borrower's expense, any and all of the Borrower's obligations or coverants relating to the Colladrant and enforce performance by any other parties of its obligations in relation to the Colladrant and settle any disputes with other parties upon terms that the Lender deems appropriate, in its discretion;

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 other rights – exercise any or all other rights and remedies available to the Lender under this Note or applicable law. In addition, the Borrower shall pay all reasonable costs and expenses, including solicitor fees and court costs, of collecting the outstanding Pincipal Amount and interest due tunder this Note and any other reasonable costs and expenses incurred by the Lander in enforcing and preserving its rights hereunder. It is expressly understood and agreed that the rights and remedies of the Lender mader this Note are cumulative, non-exclusive and are in addition to and not in substitution for any rights or remedies provided by law or equity.

## Criminal Rate of Interest

In no event shall the aggregate "interest" (as defined in Section 347 (the "Criminal Code Section") of the Criminal Code (Canada), payable to the Lender under this Note exceed the effective annual rate of interest lawfully permitted under the Criminal Code Section. Further, if any payment, Codietion or demand pursuant to this Note in respect of such 'innerest, defermined to be contrary to the provisions of the Criminal Code Section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Lender and the Borrower and stab! the deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by the Criminal Code Section.

## . Waiver by the Borrower

The Borrower hereby waives demand, presentment for payment, notice of non-payment notice of dishonour, notice of arcetarion and notice of protest of this Note and waive any defences based upon indugences which may be granted by the Lander to any party liable hereon. The Borrower also waives the benefit of any days of grace, and the right to assert in any action or proceeding with regard to this Note any setoffs or counterchains which the Borrower may have against the Lender.

## 9. No Waiver by the Lender

Neither the extension of time for making any payment which is due and payable under this Note at any time for times, on the failure, delay, or unaission of the Lender to exercise or enforce any of its rights or remedes under this Note, shall constitute a waiver by the Lender of its right to effect any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Lender's further exercise of such right or remedy aball not preclude the Lender's further exercise of such right or remedy or any other right or remedy a remedy.

### 9. Non-Transferrable

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This Note, including all rights and obligations associated heretunder, shall not be transferrable, except with the prior written consent of the Lender. The Lender may assign its rights under this Note.

### 11. Further Assurances

The Borrower and the Lender shall at all times promptly do all such things and provide all such resonanche assurances as may be required to consummate the transactions contemplated by this Note, and shall promptly provide such further documents or instruments required by the other parties as may be necessary or desirable to effect the purpose of this Note and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, granting control over, confirming or perfecting the security interest in the Collareal and the priority accorded to them by law or under this Note or to enable the Lender to exercise and enforce its rights and remedies hereunder.

### Severability

If any provision of this Note is determined to be invalid or unenforceable in whole or in part, such invalidity or unemforceablity will attach only to such provision or part thereof and the remaining part of such provision and all other provisions of this Note will continue in full force and effect.

# 13. Issuance of Replacement Note

The Borrower hereby coverants and agrees with the Lender that if this Note becomes mutilated, lost, destroyed or stoken, the Borrower shall, upon receipt of a declaration of loss from the Lorder in a form satisfactory to the Borrower, issue and deliver to the Lender a raw secured promissory note of like date and tenor as the one mutilated, lost, destroyed or stoken, in exchange for and in place of and upon cancellation of such mutilated, lost, destroyed or stoken in exchange for and in place of and upon cancellation of such mutilated, lost, destroyed or stoken secured monissory rote.

# 4. Governing Law and Successors

This Note is made under and shall be governed by and construed in accordance with the laws of Britis Northmitia and the Rederal laws of Canada applicable in the Province of British Columbia and aball caure to the benefit of the Lender and its successor (including any successor by reason of analganation) and assigns, and shall be binding on the Borrower and its successors (including any successor by reason of analganation) and savigns, and shall be binding on the Borrower and its successors (including any successor by reason of analganation) and permitted assigns.

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	IN WITNESS WHEREOF the Borrower has caused its respective duly authorized signatory to execute and deliver this Note to the Lender as of the day and year first above written.  FELIX PAYAMENT SYSTEMIS LID.  WALTEN HOUGH  By:  Name: Warren Hogg  Title: Director	Sterame Pass – Promizsony Note (C.1 Morty Legacy Trax)
	in the state of th	

This document has an open password or a modify password. Security Settings You cannot edit this document. Permission Details FOR VALUE RECEIVED, FELIX PAYMENT SYSTEMS LID. (the "Borrower") unconditionally promises to pay to JAKE BOXIER, an indvidual residing in Vancouver, British unconditionally promises to pay to JAKE BOXIER, an indvidual residing in Vancouver, British Londer adail notify the Borrower), in lawfill money of Canada, the amount of SIXIY THOUSAND DOIL-LAKE (560, 4000) (the "Principal Amount") together with interest on the Principal Amount outstanding from time to time. The Principal Amount and all interest on the thereon shall be due and be paid on demand by the Lender. Borrower hereby grants in žavour of the Lender a continuing, specific and fixed security interest that all present and all present and all personal property of the Borrower, and all personal property in which the Borrower has or in the future may acquire rights, of whatever rature or kind and wherever rature or kind and wherever studies, including, without limitation, all Goods, Investment Property, Instruments. Accounts, Intrangibles, and Money, and all proceeds of the foregoing (the "Collateral"). The security interest of the Lender in the Collateral is intended to attach upon the execution of this Note. The security interest created herein shall not extend or apply to (a) Consumer Goods or (b) the last day of the term of any lease or agreement to lease real property, but upon the enforcement of this Note, the Borrower shall stand possessed of such last day in trust to assign and dispose thereof as the Lander may direct. The security granted by the Borrower to the Lender hereunder is granted in addition to and shall in no event replace or supersede any other security granted by the Borrower to the Lender, DATE: MARCH 14, 2024 For the purposes of this Note, capitalized terms used herein but not otherwise defined shall have the meaning given to such term in the Personal Property Security Act (British Columbia). The Principal Amount outstanding at any time, and from time to time, and any overthe interest, shall bear simple interest at 15% per amum, both before and after the maturity, default, demand and judgment, and be calculated monthly, and will be owing on demand. When not in default under this Note, the Borrower shall be emitted to prepay, in whole or in part, the Phincipal Amount outstanding and any accused interest, without notice, boms or penalty, provided that the Borrower deliver to the Lender a notice of prepayment at least seven (7) days prior to the date of repayment. VANCOUVER, BRITISH COLUMBIA In order to secure the due payment of the Principal Amount and all interest owing thereon, the SECURED DEMAND PROMISSORY NOTE Certified by Adobe Acrobat Sign cacrobat-sign-certifiel@adobe.com.; prod-tsm, certificate Issued by Adobe CDS CA Promise to Pay Prepayment Interest Security CDNS60,000 7 :

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including, without limitation, that certain security agreement dated as of or about February 10, 2024 and registered by way of a financing statement in the British Columbia Personal Property Registry under base registration number 186604Q.

### Events of Default v;

An event of default has occurred and is continuing (each, an "Event of Default") in any one of the following situations:

- the Borrower fails to make payment when due of the Principal Amount
- the Borrower is unable to meet its obligations as they generally become due; E
- a proceeding in bankupicy or insolvency of the Borrower, or any proceeding related to protection from creditors, or any proceeding or action is taken for the appointment of a monitor, receiver or trustee for any of its property is filted by or against the Borrower, including any proceeding under the Bonkupicy and Insolvency Act, the Companies Orditor's Arrangement Act, the Whathig-Up and Restructuring Act or the Bustness Corporations Act, છ
- an order is made or a resolution is passed for the liquidation or winding-up of the Воггомет, ог 3
- any breach of any covenant, representation, warranty or obligation of the Borrower to the Lendert under any other agreement or security granted to the Lender which has not otherwise been waived by the Lender in accordance with the terms of such agreement or security. e

### Rights and Remedies ٠,

At any time after an Event of Default has occurred, the Lender may, at its option:

- acceleration upon default require the Principal Amount and interest thereon become immediately due and payable in full; ල
- appointment of receiver appoint by instrument in writing a receiver (which term shall for the purposes of this Note include a receiver and manager or agent) of the Borrower and of all or any part of the Collateral; ê
- retain the Collateral retain and administer the Collateral in the Lender's sole and unfettered discretion, which discretion the Borrower acknowledges is commercially reasonable; છ
- dispose of the Collateral dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Borrower to the extent permitted by law; ઈ
- enforcing third party obligations in the Borrower's name, perform, at the Borrower's expense, any and all of the Borrower's obligations or coverants Ð

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relating to the Collateral and enforce performance by any other parties of its obligations in relation to the Collateral and settle any disputes with other parties upon terms that the Lender deems appropriate, in its discretion;

(f) other rights – exercise any or all other rights and remedies available to the Lender under this Note or applicable law.

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## Waiver by the Borrower

The Borrower hereby waives demand, presentment for payment, notice of non-payment, notice of dishonour, notice of acceleration and notice of protest of this Note and waive any defences based upon includences which may be granted by the Lender to any party liable hereon. The Borrower also waives the benefit of any days of grace, and the right to assert in any action or proceeding with regard to this Note any setoffs or counterchains which the Borrower may have against the Lender.

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10. Non-Transferrable

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# 13. Issuance of Replacement Note

The Borrower hereby covenants and agrees with the Lender that if this Note becomes mutilated, lost, destroyed or stolet, the Borrower stall, input recteip to & declaration of loss from the Lender in a form satisfactory to the Borrower, issue and deliver to the Lender a new secured promissory note of like date and tener as the one mutilated, lost, destroyed or stolen, in exchange for and in place of and upon cancellation of such mutilated, lost, destroyed or stolen, in exchange from and in place of and upon cancellation of such mutilated, lost, destroyed or stolen secured promissory note.

# 14. Governing Law and Successors

This Note is made under and shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia, and shall enure to the benefit of the Lender and its successor (including any successor by reason of amalganation) and sasigns, and shall be binding on the Borrower and its successors by reason of amalganation) and sasigns, and shall be binding on the Borrower and its successors (including any successors by reason of amalganation) and permitted assigns.

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This document has an open password or a modify password. x Security Settings You cannot edit this document. Permission Details IN WIINESS WHEREOF the Borrower has caused its respective duly authorized signatory to execute and deliver this Note to the Lender as of the day and year first above written. FELIX PAYMENT SYSTEMS LTD. Wavyen Hogg By: Name: Warren Hogg Title: Director Signature Page – Promissory Note (Jake Boxer) 🙀 Certified by Agobe Acrobal Sign sacrobal sign vertifiel (Badobe com ) prodysm certificate issued by Adobe CDS CA