



This is the 3rd affidavit of
Andrew Clough in this case and
was made on October 28, 2025

No. S-248103
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
1527920 B.C. LTD.

PETITIONER

AFFIDAVIT

I, **ANDREW CLOUGH**, businessperson, of #2302 – 750 Lexington Ave, New York, N.Y.,
SWEAR THAT:

1. I am a co-founder and the current Chief Operating Officer of Dapit NA, LLC ("**Dapit**"), and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be made upon information and belief, and, as to such facts, I verily believe the same to be true.

Background

2. Dapit is a Delaware limited liability company. Dapit's head office and principal place of business is in New York, New York, United States.

3. Dapit's corporate records are located in New York, New York, United States.

4. As is described in my first and second affidavit filed in this proceeding, Affidavit #1 of Andrew Clough made January 31, 2025, and Affidavit #2 of Andrew Clough made February 27, 2025, Dapit is an innovative fintech company with extensive experience in the payment industry and internet security. The company aims to revolutionize payment processing and financial management for businesses of all sizes by offering a comprehensive, cloud-based solution that addresses numerous challenges in the current payment landscape.

5. The “**Dapit Group**” – comprised of Dapit, BBSG Hall Investments, LLC; Ripcord Capital, LLC; Steve Hall; S.R. Hall Management, LLC; and MaxaFi Holdings, LLC – was, collectively, the largest creditor of Felix Payment Systems Ltd. (“**Felix**”) at the time of Felix’s restructuring in February 2025.

6. Between 2021 to 2024, the Dapit Group consistently funded Felix’s operations, contributing, to my knowledge and belief, over 70% of all external funding since Felix’s inception. Between February 2023 to February 2024, Dapit provided 100% of Felix’s funding.

7. By December 2023, the Dapit Group had entered into agreements with Felix and its founders to acquire Felix outright, and Dapit believed it had acquired Felix, including Felix’s patent rights, and continued funding on this basis. In total, the Dapit Group provided funding to Felix in the amount of approximately CAD\$16.9 million.

Dapit Group acquires a significant equity stake in Felix

8. Between May and July 2023, Dapit engaged in strategic discussions with Owen Newport, who held himself out to me as the Chief Executive Officer of Felix. These discussions culminated on July 13, 2023, with Dapit delivering a non-binding Letter of Intent (the “**LOI**”) contemplating Dapit’s acquisition of no less than 51% of Felix’s equity interests. Attached as **Exhibit “A”** is a copy of the LOI.

9. On or about July 20, 2023, Dapit, Felix, and Owen Newport executed a Term Sheet and Equity Purchase Agreement (the “**Term Sheet**”). The Term Sheet contemplated Dapit’s eventual acquisition, directly or indirectly, of 100% of Felix’s equity interests. The Term Sheet contains a binding confidentiality clause and is not exhibited for that reason. It will be disclosed as required in an appropriate court process.

10. On or about October 6, 2023, a Stock Purchase Agreement (the “**SPA**”) was entered into by and among Steve Hall and certain of Mr. Hall’s associates and affiliates; Owen Newport and Kim Fleury (individual shareholders, and the Co-CEOs, of Felix); Felix; and Dapit. Attached as **Exhibit “B”** is an executed copy of the SPA. Mr. Hall is, as I stated above, a member of the Dapit Group.

11. The SPA provided for, among other things, the acquisition by Steve Hall of the 32.87% of the issued and outstanding common shares of Felix (on a fully diluted basis) then owned by Owen Newport and Kim Fleury, in exchange for: (1) the full cancellation and expungement of a

debt obligation of USD\$3.8 million owed to Mr. Hall and his associates by Felix; and (2) other good and valuable consideration, including the issuance by Dapit to Owen Newport of a USD\$5 million promissory note (the “**SPA Transaction**”).

12. On or about October 9, 2023, in connection with the closing of the SPA Transaction, Dapit issued a convertible promissory note to Owen Newport in the principal amount of USD\$5 million (the “**Original Promissory Note**”). Attached as **Exhibit “C”** is a copy of the Original Promissory Note.

13. On or about October 9, 2023, also in connection with the closing of the SPA Transaction, Steve Hall signed a joinder agreement to Felix’s shareholders’ agreement. Attached as **Exhibit “D”** is a copy of the joinder agreement.

14. On or about December 19, 2023, a letter agreement (the “**Letter Agreement**”) was entered into which, among other things, amended the SPA to increase the number of Felix shares being acquired by Steve Hall to 57.47% (on a fully diluted basis), and to provide for the issuance of a replacement convertible promissory note by Dapit to the Felix shareholders whose shares were being acquired by Mr. Hall. Attached as **Exhibit “E”** is executed counterparts constituting the Letter Agreement.

15. On or about December 19, 2023, Dapit issued the new convertible promissory note to the selling Felix shareholders in the principal amount of USD\$5 million (the “**New Promissory Note**”). Attached as **Exhibit “F”** is executed counterparts constituting the New Promissory Note.

16. As of December 20, 2023, arising from a series of agreements and transactions, including those contemplated in the SPA and described above, the Dapit Group owned 79.47% of the outstanding equity interests in Felix.

Dapit acquires the patent application from Felix

17. On or about December 20, 2023, Felix and Dapit made an agreement to assign U.S. Patent Application No. 17/996,200, titled “Systems and Methods for Centralized Authentication of Financial Transactions” (the “**Patent Application**”), and the rights to any later-filed related patent applications, from Felix to Dapit, and executed a written Assignment of Patent Properties Agreement (the “**Original Assignment Instrument**”). Attached as **Exhibit “G”** is a copy of the Original Assignment Instrument.

18. The Original Assignment Instrument is signed on Felix's behalf by Owen Newport and Kim Fleury. As of December 20, 2023, I understood Owen Newport and Kim Fleury to be Felix's Co-CEOs and principals. I also understood Owen Newport to be the Chairman of Felix's board of directors and Kim Fleury to be a Felix board member. They held themselves out to Dapit as having the authority to execute the Original Assignment Instrument on Felix's behalf.

19. I am also aware of an Assignment of Patent Properties Agreement dated January 5, 2024 (the "**Second Assignment Instrument**"). Attached as **Exhibit "H"** is a copy of the Second Assignment Instrument.

20. The assignment of the patent rights from Felix to Dapit was recorded with the United States Patent and Trademark Office (the "**USPTO**") on January 10, 2024, under Reel/Frame 066080/0949. Attached as **Exhibit "I"** is a copy of the patent assignment recorded by the USPTO.

After assignment, Dapit takes steps to prosecute Patent Application

21. After acquiring the Patent Application, Dapit and its legal advisors took steps to prosecute the Patent Application, as well as a continuation patent application made by Dapit in respect of the Patent Application (together with the Patent Application, the "**USPTO Applications**"). The USPTO accepted a Power of Attorney permitting Dapit's patent counsel to take over representation/prosecution of the Patent Application.

22. Since January 10, 2024, I estimate Dapit has expended approximately USD\$300,000, for the purpose of prosecuting the USPTO Applications and, therefore, maximizing the value of the associated intellectual property rights for the benefit of the owner of the USPTO Applications. Dapit also expended time and effort in modifying the Patent Application, which work was accretive to the value of the USPTO Applications.

23. In making the expenditures referred to in paragraph 22, above, Dapit relied on the validity of the assignment of the Patent Application from Felix to Dapit.

24. Felix did not question the validity of the assignment of the Patent Application from Felix to Dapit until April 2025, after the Approval and Reverse Revesting Order was pronounced by this Court on February 28, 2025.

25. Dapit intends to file, and its U.S. counsel is in the process of filing, a complaint in the U.S. courts, seeking a declaratory judgment affirming that the Patent Application was validly transferred to, and is owned by, Dapit.

Present location of key actors

26. I presently reside in New York, New York, United States.

27. To the best of my knowledge, Steve Hall presently resides in Savannah, Georgia, United States.

28. To the best of my knowledge, Owen Newport presently resides in Montreal, Quebec.

29. To the best of my knowledge, Kim Fleury presently resides in Montreal, Quebec.

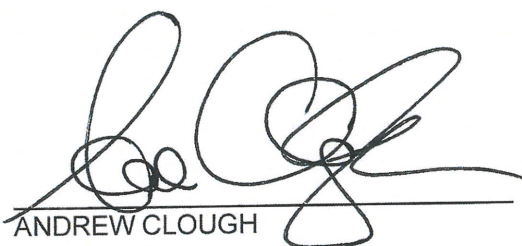
General

30. I was not physically present before the commissioner of this affidavit, but was present before the commissioner by video technology, and was advised by the commissioner and believe that this affidavit was commissioned following the process for remote commissioning of affidavits as set out in Appendix "A" to the Law Society of British Columbia's *Code of Professional Conduct*.

31. I acknowledge the solemnity of making this affidavit and the consequences of making an untrue statement herein.

SWORN BEFORE ME at Vancouver,)
British Columbia on October 28, 2025)

A Commissioner for taking Affidavits for)
British Columbia)


ANDREW CLOUGH

GABRIEL RINCON
Barrister & Solicitor
DENNIS DAWSON JAMES AITKEN LLP
770 - 666 Burrard Street
Vancouver, BC V6C 2X8
(604) 238-0118



July 13, 2023

Felix Payment Systems, LTD
300-1286 Homer Street
Vancouver, BC Canada V6B 2Y5

Attention: Mr. Owen Newport

This is **Exhibit "A"** referred to in the affidavit of
Andrew Clough made before me on this 28th day of
October, 2025

A Commissioner for taking
Affidavits in British Columbia

Re: Letter of Intent to Purchase no less than 51% of the equity interests of **Felix Payment Systems, LTD.**, a Canadian Private limited Company (collectively with its subsidiaries, the "**Company**" or "**Felix**")

Dear **Owen**:

This letter (this "**Letter**") is intended to summarize the principal terms of a proposal being considered by **Dapit, NA, LLC** ("**Buyer**"), regarding the Buyer's intended acquisition of no less than 51% of the equity interests of **Felix Payment Sysytems, LTD.** (collectively, the "**Sellers**"). The intended acquisition is referred to as the "**Transaction**" and Buyer and Seller are referred to collectively herein as the "**Parties**."

1. Acquisition of Assets, Valuation, and Purchase Price.

(a) **Valuation:** Our proposed valuation for 51% of the equity interests (the "Interests") will be determined upon satisfactory completion of financial and intellectual property due diligence and we anticipate that the valuation of the Interests will be approximately US\$100 Million. We have significant plans for growth of Felix and would like to ensure that the Sellers partner with us in, and participate in, Felix's expected future growth and value. As such, we propose that the Sellers participate in the future upside in the form of "**Seller Rollover Equity**" at a percentage and value to be determined.

(b) **Acquisition:** Subject to the satisfaction of the conditions described in this Letter, at the closing of the Transaction, Buyer would acquire approximately 51% of the equity interests at the purchase price set forth in **Section 1(a)**. Liabilities for all taxes will be retained by Seller through the date of closing.

(c) **Cash at Close to Sellers:** We propose to pay cash at close to the Sellers of approximately **US \$10 Million** on a debt free basis.

(d) **Cash to be paid after Closing to Sellers:** On the remaining amount of approximately **US \$90 Million** we propose to pay cash to the Sellers as follows:

- October 1, 2023: Payment of US \$10 Million

- November 1, 2023: Payment of US \$10 Million
- December 1, 2023: Payment of US \$10 Million
- January 1, 2024: Payment of US \$10 Million
- February 1, 2024: Payment of US \$10 Million
- March 1, 2024: Payment of US \$10 Million
- April 1, 2024: Payment of US \$10 Million
- May 1, 2024: Payment of US \$10 Million
- June 1, 2024: Payment of US \$10 Million

(e) The Buyer has calculated the purchase price on the basis of information provided to the Buyer prior to the date of this letter and on the basis of the following assumptions:

(i) At the closing the Company will have no outstanding long term debts.

(ii) The Company will have Working Capital at the closing at an amount to be determined (“working capital requirement”). Working capital shall be defined as current assets minus current liabilities, but excluding cash, tax accruals, excluded assets and liabilities and other items to be negotiated.

2. Proposed Definitive Agreement. As soon as reasonably practicable after the execution of this Letter, the Parties shall commence to negotiate a definitive purchase agreement (the “**Definitive Agreement**”) relating to Buyer's acquisition of the Interests, to be drafted by Buyer's counsel and subject to final agreement on terms acceptable to the Sellers in good faith. The Definitive Agreement would include the terms summarized in this Letter and such other representations, warranties, conditions, covenants, indemnities and other terms that are customary for transactions of this kind and are not inconsistent with this Letter.

3. Conditions. Buyer's and Seller's obligation to close the proposed Transaction will be subject to customary conditions, including:

(a) Buyer's satisfactory completion of due diligence;

(b) Buyer's receipt of sufficient proceeds from financing transactions in order to enable Buyer to pay the purchase price at closing;

(c) the required Board of Directors, stockholders, members, and managers of Buyer and Seller approving the Transaction; provided, however, that the Seller shall use his or their utmost best efforts to assure approval of the Transaction by the Board of Directors and shareholders of the Company;

(d) the Parties' execution of the Definitive Agreement and any ancillary agreements;

(e) the receipt of any regulatory approvals and third party consents, on terms satisfactory to the Parties;

(f) Sellers entering into restrictive covenants, in a form agreeable and acceptable to the Parties, agreeing not to: (i) compete with the business of the Company for a period of **five (5) years** following the closing; and, (ii) hire or solicit any employee of the Company or encourage any such employee to leave such employment for a period of **five (5) years** following the closing; and

(g) there being no material adverse changes in the business, results of operations, assets, liabilities, prospects, conditions (financial or otherwise), of the Company.

4. Tax Matters. No portion of the purchase price will be allocated to Seller's non-compete or non-solicit obligations.

5. Due Diligence. From and after the date of this Letter, Sellers will authorize the Company's management to allow Buyer and its advisors full access to the Company's facilities, records, key employees, customers, suppliers, and advisors for the purpose of completing Buyer's due diligence review. The due diligence investigation will include, but will not be limited to, a complete review of the Company's financial, legal, tax, environmental, intellectual property and labor records and agreements, and any other matters as Buyer's accountants, tax and legal counsel, and other advisors deem relevant.

6. Covenants of Seller. During the period from the signing of this Letter through the termination of the Exclusivity Period, Seller will cause the Company to: (i) conduct its business in the ordinary course in a manner consistent with past practice, (ii) maintain its properties and other assets in good working condition (normal wear and tear excepted), and (iii) use commercially reasonable efforts to maintain the business and employees, customers, assets and operations as an ongoing concern in accordance with past practice.

1. Exclusivity.

(a) In consideration of the expenses that Buyer has incurred and will incur in connection with the proposed Transaction, Seller agrees that until such time as this Letter has terminated in accordance with the provisions of paragraph 8 or by September 15, 2023 (such period, the "**Exclusivity Period**"), neither the Company or any of its representatives, including without limitation, Owen Newport, officers, employees, directors, agents, stockholders, subsidiaries or affiliates nor Seller (the Seller collectively with the Company and all such persons and entities, the "**Seller Group**") shall initiate, solicit, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer from any person or group of persons other than Buyer and its affiliates (an "**Acquisition Proposal**") to acquire all or any significant part of the business and properties, capital stock or capital stock equivalents of the Company, whether by merger, purchase of stock, purchase of assets, tender offer or otherwise, or provide any non-public information to any third party in connection with an Acquisition Proposal or enter into any agreement, arrangement or understanding requiring it to abandon, terminate or fail to consummate the Transaction with Buyer. Seller agrees to immediately notify Buyer if any member of the Seller Group receives any indications of interest, requests for information or offers in respect of an Acquisition Proposal, and will communicate to Buyer in reasonable detail the terms of any such indication, request or offer, and will provide Buyer with copies of all written communications relating to any such indication, request or offer. Immediately upon execution of this Letter,

Seller shall, and shall cause the Seller Group to, terminate any and all existing discussions or negotiations with any person or group of persons other than Buyer and its affiliates regarding an Acquisition Proposal. Seller represents that no member of the Seller Group is party to or bound by any agreement with respect to an Acquisition Proposal other than under this Letter.

7. Termination. This Letter will automatically terminate and be of no further force and effect upon the earlier of (i) execution of the Definitive Agreement by Buyer and Seller (and the Company, if required), or (ii) September 15, 2023. Notwithstanding anything in the previous sentence, Sections 8 through 14 shall survive the termination of this Letter in accordance with their terms and the termination of this Letter shall not affect any rights any Party has with respect to the breach of such Sections of this Letter by another Party prior to such termination.

8. Governing Law. **THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF DELAWARE.**

9. Confidentiality. The Parties agree that upon the execution of this Letter by all Parties listed below, the Parties will enter into a mutual non-disclosure agreement that governs and protects all confidential information exchanged between the Parties in connection with the Transaction.

10. No Third Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Letter.

11. Expenses. The parties will each pay their own transaction expenses, including the fees and expenses of investment bankers and other advisors, incurred in connection with the proposed Transaction.

12. Binding and Non- Binding Provisions. Sections 7-14 of the Letter are the only binding provisions of this Letter (the "Binding Provisions"). Except for the Binding Provisions, the terms of this Letter do not constitute a complete or definitive statement of, or legally binding or enforceable agreement or commitment on the part of, the Buyer or Seller or any enforceable commitment to negotiate in good faith or in any other way with respect to the matters addressed in this Letter or to execute any Definitive Agreement. Except for the Binding Provisions, this Letter expressly contemplates that the only enforceable agreements regarding the proposed Transaction will be set forth in the Definitive Agreement should a Definitive Agreement be executed. No party to this Letter shall be liable to any other person or party for failure to negotiate in good faith or otherwise or to execute a Definitive Agreement or to consummate the Transaction. This Section supersedes all other conflicting or ambiguous language in this Letter or any contemporaneous document or other instrument that precedes this Letter.

13. Miscellaneous. This Letter may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this Letter have been inserted for reference only and shall not be deemed to be a part of this Letter.

[SIGNATURE PAGE FOLLOWS]

If you are in agreement with the terms set forth above and desire to proceed with the proposed Transaction on that basis, please sign this Letter in the space provided below and return an executed copy to our attention.

Very truly yours,

Frank Cistaudo
Chief Executive Officer
Dapit NA, LLC

Agreed to and accepted by Sellers, by:

FELIX PAYMENT SERVICES, LTD.

By:

Name: Owen Newport
Title: CEO

EXECUTION VERSION
OCTOBER 6, 2023

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this “**Agreement**”), dated as of October 6, 2023, is entered into by and among Steve Hall, an individual (the “**Buyer**”), and Mr. Hall’s associates and Affiliates (together with the Buyer, the “**Obligation Holders**”), Owen Newport and Kim Fleury Bertrand, individual stockholders of the Company (collectively, the “**Sellers**”), Felix Payment Systems Ltd., a Canadian private limited company organized under the laws of the province of British Columbia (the “**Company**”), and DapIT NA, LLC, a Delaware limited liability company (“**DapIT**”). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, the Sellers own 32.87% of the issued and outstanding shares of Common Stock of the Company on a Fully Diluted Basis (as defined and described in Section 3.03(d) herein) (the “**Shares**”);

WHEREAS, the Company currently owes a debt obligation of \$3,800,000 to the Obligation Holders (the “**Debt Obligation**”), which includes prior loan(s) of \$2,300,000 from the Obligation Holders to the Company and certain fees and penalties as a result of nonpayment and noncompliance on the part of the Company;

WHEREAS, subject to the terms and conditions set forth herein, the Sellers will transfer the Shares to the Buyer, in exchange for the full expungement and cancellation of the Debt Obligation and other good and valuable consideration, subject to the terms and conditions set forth herein, (the “**Transaction**”);

WHEREAS, the parties acknowledge and agree that the Transaction will amend and supplement and be in aid of implementing the transactions contemplated by that certain Term Sheet and Equity Purchase Agreement, dated as of July 20, 2023, attached hereto as Appendix I (the “**Term Sheet**”); and

WHEREAS, the Company acknowledges and agrees that the Transaction is in the best interests of the Company and its stockholders.

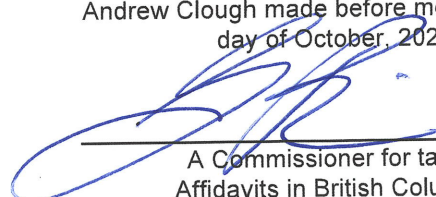
NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, either (i) the Sellers shall sell, transfer and deliver to the Buyer the Shares or (ii) the Company shall issue and deliver the Shares to the Buyer at the direction and under the authority of the Sellers, free and clear of any mortgage, pledge, lien, charge, security interest, claim, community property interest, option, equitable interest, restriction of any kind (including any restriction on use, voting, transfer, receipt of income, or exercise of any other ownership attribute), or other encumbrance (each, an “**Encumbrance**”).

Section 1.02 Purchase Price. The aggregate purchase price for the Shares shall be deemed to be the full expungement, cancellation, waiver and release of the Debt Obligation acknowledged and agreed to by the Company and the Obligation Holders, and other good and valuable consideration

This is **Exhibit “B”** referred to in the affidavit of
Andrew Clough made before me on this 28th
day of October, 2025


A Commissioner for taking
Affidavits in British Columbia

including a promissory note issued by DapIT to Mr. Newport substantially in the form attached hereto as Exhibit A (the “**Purchase Price**”).

ARTICLE II CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place remotely via the exchange of documents and signatures (or their electronic counterparts) as of October 9, 2023 or such other date as the parties may mutually agree (the “**Closing Date**”).

Section 2.02 Sellers Closing Deliverables. At the Closing, or prior to the Closing to be held in escrow, the Sellers shall deliver to the Buyer the following (by mutual agreement these deliverables may be delivered post-Closing):

(a) Share certificates evidencing the Shares, free and clear of all Encumbrances, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank.

(b) A certificate of the Secretary (or other officer) of the Company certifying: (i) that attached thereto are true and complete copies of all resolutions of the board of directors and the stockholders of the Company authorizing the execution, delivery, and performance of this Agreement and the other agreements, instruments, and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the “**Transaction Documents**”) to which the Sellers are a party and the consummation of the transactions contemplated hereby and thereby, and that such resolutions are in full force and effect; (ii) the names, titles, and signatures of the officers of the Company authorized to sign this Agreement and the other Transaction Documents; and (iii) that attached thereto are true and complete copies of the governing documents of the Company, including any amendments or restatements thereof, and that such governing documents are in full force and effect.

(c) A good standing certificate (or its equivalent) for the Company from the secretary of state or similar Governmental Authority of the jurisdiction in which the Company is organized and each jurisdiction where the Company is required to be qualified, registered, or authorized to do business. The term “**Governmental Authority**” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction.

(d) A bring down certificate, subject to the Buyer’s reasonable satisfaction, confirming (i) the accuracy of its representations and warranties as of the Closing Date and (ii) the performance of and compliance with its covenants and obligations to be performed or complied with at or prior to the Closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each Seller, jointly and severally, represents and warrants to the Buyer and the Obligation Holders that the statements contained in this ARTICLE III are true and correct as of the date hereof. For purposes of this ARTICLE III, “**the Sellers’ knowledge**,” “**the knowledge of the Sellers**,” and any

similar phrases shall mean the actual or constructive knowledge of any director or officer of the Sellers, after due inquiry.

For purposes of this Agreement: (x) “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; and (y) the term “**control**” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or other ownership interests, by contract, or otherwise.

Section 3.01 Authority of Sellers. The Sellers have full power and authority to enter into this Agreement and the other Transaction Documents to which the Sellers are a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Sellers of this Agreement and any other Transaction Document to which the Sellers are a party, the performance by the Sellers of their obligations hereunder and thereunder, and the consummation by the Sellers of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of the Sellers. This Agreement and each Transaction Document to which the Sellers are a party constitute legal, valid, and binding obligations of the Sellers enforceable against each Seller in accordance with their respective terms.

Section 3.02 Organization, Authority, and Qualification of the Company. The Company is a corporation duly organized, validly existing, and in good standing under the Laws of the Province of British Columbia and has full corporate power and authority to own, operate, or lease the properties and assets now owned, operated, or leased by it and to carry on its business as it has been and is currently conducted.

Section 3.03 Capitalization.

(a) The authorized shares of the Company consist of [] shares of Common Stock, of which 4,115,247 shares are issued and outstanding. All of the Shares have been duly authorized, are validly issued, fully paid and nonassessable, and are owned of record and beneficially by the Sellers, free and clear of all Encumbrances. Upon the transfer, assignment, and delivery of the Shares and payment therefor in accordance with the terms of this Agreement, the Buyer shall own all of the Shares, free and clear of all Encumbrances. The current capitalization table of the Company attached hereto as Appendix II is true and accurate as of the date hereof and the Company hereby confirms that there are sufficient authorized shares of common stock to implement the issuances and conversions set forth in 3.03(d).

(b) All of the Shares were issued in compliance with applicable Laws. None of the Shares were issued in violation of any agreement or commitment to which the Sellers or the Company are a party or are subject to or in violation of any preemptive or similar rights of any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity (each, a “**Person**”).

(c) There are no outstanding or authorized options, warrants, convertible securities, stock appreciation, phantom stock, profit participation, or other rights, agreements, or commitments relating to the shares of the Company or obligating the Sellers or the Company to issue or sell any shares of, or any other interest in, the Company, other than as described herein. There are no voting trusts, stockholder agreements, proxies, or other agreements in effect with respect to the voting or transfer of any of the Shares.

(d) The Shares are equivalent to and/or no less than (including in terms of the value, rights and authority that the Buyer receives thereunder) a direct equity interest of 32.87% of the fully diluted equity interests of the Company as of the Effective Date of this Agreement, assuming conversion and/or exercise of all outstanding securities, as well as shares reserved for issuance under any Company's equity incentive plan as of the Effective Date of this Agreement; *and including* all prior transactions agreed to by the Sellers and the Company to issue shares of Common Stock to the Buyer, MaxaFi, LLC, Ripcord Capital and BBSG in return for certain transactions and services (all conversions together, the **"Fully Diluted Basis"**).

Section 3.04 No Subsidiaries. The Company does not have, or have the right to acquire, an ownership interest in any other Person.

Section 3.05 No Conflicts or Consents. The execution, delivery, and performance by the Sellers of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the [articles of incorporation, by-laws] or other governing documents of the Company; (b) violate or conflict with any provision of any statute, law, ordinance, regulation, rule, code, treaty, or other requirement of any Governmental Authority (collectively, **"Law"**) or any order, writ, judgment, injunction, decree, determination, penalty, or award entered by or with any Governmental Authority (**"Governmental Order"**) applicable to the Sellers or the Company; (c) require the consent, notice, or filing with or other action by any Person or require any Permit, license, or Governmental Order; (d) violate or conflict with, result in the acceleration of, or create in any party the right to accelerate, terminate, or modify any contract, lease, deed, mortgage, license, instrument, note, indenture, joint venture, or any other agreement, commitment, or legally binding arrangement, whether written or oral (collectively, **"Contracts"**), to which the Sellers or the Company are a party or by which the Sellers or the Company are bound or to which any of their respective properties and assets are subject; or (e) result in the creation or imposition of any Encumbrance on any properties or assets of the Company.

Section 3.06 Financial Statements. Complete copies of the Company's financial statements consisting of the balance sheet of the Company as at December 31 in each of the years 2020, 2021 and 2022, and the related statements of income and retained earnings, stockholders' equity, and cash flow for the years then ended (the **"Financial Statements"**) have been delivered to the Buyer. The Financial Statements have been prepared in accordance with generally accepted accounting principles in effect in the Canada from time to time, applied on a consistent basis throughout the period involved. The Financial Statements are based on the books and records of the Company and fairly present the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated. The balance sheet of the Company as of December 31, 2022 is referred to herein as the **"Balance Sheet"** and the date thereof as the **"Balance Sheet Date"**.

Section 3.07 Undisclosed Liabilities. The Company has no liabilities, obligations, or commitments of any nature whatsoever, whether asserted, known, absolute, accrued, matured, or otherwise (collectively, **"Liabilities"**), except: (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date; and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

Section 3.08 Absence of Certain Changes, Events, and Conditions. Since the Balance Sheet Date, the Company has been operating in the ordinary course of business consistent with past practice and there has not been, with respect to the Company, any change, event, condition, or development that is, or could reasonably be expected to be, individually or in the aggregate, materially adverse to the business, results of operations, condition (financial or otherwise), or assets of the Company.

Section 3.09 Material Contracts.

(a) “**Material Contracts**” means any Contract that is material to the Company (such Contracts, together with all Contracts concerning the occupancy, management, or operation of any Real Property (as defined in Section 3.10(a)), including the following:

(i) each Contract of the Company involving aggregate consideration in excess of \$25,000 and which, in each case, cannot be cancelled by the Company without penalty or without more than ninety (90) days’ notice;

(ii) all Contracts that provide for the indemnification by the Company of any Person or the assumption of any Tax (as defined in Section 3.19(a)), environmental, or other Liability of any Person;

(iii) all Contracts relating to Intellectual Property (as defined in Section 3.11(a)), including all licenses, sublicenses, settlements, coexistence agreements, covenants not to sue, and permissions;

(iv) except for Contracts relating to trade payables, all Contracts relating to indebtedness (including, without limitation, guarantees) of the Company; and

(v) all Contracts that limit or purport to limit the ability of the Company to compete in any line of business or with any Person or in any geographic area or during any period of time.

Each Material Contract is valid and binding on the Company in accordance with its terms and is in full force and effect. None of the Company or, to the Sellers’ knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. Complete and correct copies of each Material Contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been made available to the Buyer.

Section 3.10 Real Property; Title to Assets.

(a) “**Real Property**” means all real property in which the Company has an ownership or leasehold (or subleasehold) interest (together with all buildings, structures, and improvements located thereon. The Sellers have delivered or made available to the Buyer true, correct, and complete copies of all Contracts, title insurance policies, and surveys relating to the Real Property.

(b) The Company has good and valid (and, in the case of owned Real Property, good and indefeasible fee simple) title to, or a valid leasehold interest in, all Real Property and personal property and other assets reflected in the Financial Statements or acquired after the Balance Sheet Date (other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date). All Real Property and such personal property and other assets (including leasehold interests) are free and clear of Encumbrances.

(c) The Company is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to possess, lease, occupy, or use any leased Real Property. The use of the Real Property in the conduct of the Company’s business does not

violate in any material respect any Law, covenant, condition, restriction, easement, license, permit, or Contract and no material improvements constituting a part of the Real Property encroach on real property owned or leased by a Person other than the Company.

Section 3.11 Intellectual Property.

(a) The term “**Intellectual Property**” means any and all of the following in any jurisdiction throughout the world: (i) issued patents and patent applications; (ii) trademarks, service marks, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing; (iii) copyrights, including all applications and registrations; (iv) trade secrets, know-how, inventions (whether or not patentable), technology, and other confidential and proprietary information and all rights therein; (v) internet domain names and social media accounts and pages; and (vi) other intellectual or industrial property and related proprietary rights, interests, and protections.

(b) “**Company IP Registrations**” means all issued patents, registered trademarks, domain names and copyrights, and pending applications for any of the foregoing and all material unregistered Intellectual Property that are owned by the Company. The Company owns or has the valid and enforceable right to use all Intellectual Property used or held for use in or necessary for the conduct of the Company’s business as currently conducted or as proposed to be conducted (the “**Company Intellectual Property**”), free and clear of all Encumbrances. All of the Company Intellectual Property is valid and enforceable, and all Company IP Registrations are subsisting and in full force and effect. The Company has taken all reasonable and necessary steps to maintain and enforce the Company Intellectual Property.

(c) The conduct of the Company’s business as currently and formerly conducted and as proposed to be conducted has not infringed, misappropriated, or otherwise violated and will not infringe, misappropriate, or otherwise violate the Intellectual Property or other rights of any Person. No Person has infringed, misappropriated, or otherwise violated any Company Intellectual Property.

Section 3.12 Intentionally Omitted.

Section 3.13 Insurance. “**Insurance Policies**” means all current policies or binders of insurance maintained by the Sellers or their Affiliates (including the Company) and relating to the assets, business, operations, employees, officers, and directors of the Company. Such Insurance Policies: (a) are in full force and effect; (b) are valid and binding in accordance with their terms; (c) are provided by carriers who are financially solvent; and (d) have not been subject to any lapse in coverage. Neither the Sellers nor any of their Affiliates (including the Company) have received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have been paid. None of the Sellers or any of its Affiliates (including the Company) are in default under, or have otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Company and are sufficient for compliance with all applicable Laws and Contracts to which the Company is a party or by which it is bound.

Section 3.14 Legal Proceedings; Governmental Orders.

(a) There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, “**Actions**”) pending or, to the Sellers’ knowledge, threatened against or by the Company, the Sellers, or any Affiliate of the Sellers: (i) relating to or affecting the Company or any of the Company’s properties or assets; or (ii) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding, and the Company is in compliance with all, Governmental Orders against, relating to, or affecting the Company or any of its properties or assets.

Section 3.15 Compliance with Laws; Permits.

(a) The Company has complied, and is now complying, with all Laws applicable to it or its business, properties, or assets.

(b) All permits, licenses, franchises, approvals, registrations, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Authorities (collectively, “**Permits**”) in order for the Company to conduct its business, including, without limitation, owning or operating any of the Real Property, have been obtained and are valid and in full force and effect. No event has occurred that would reasonably be expected to result in the revocation or lapse of any such Permit.

Section 3.16 Environmental Matters.

(a) The terms: (i) “**Environmental Laws**” means all Laws, now or hereafter in effect, in each case as amended or supplemented from time to time, relating to the regulation and protection of human health, safety, the environment, and natural resources, including any federal, state, or local transfer of ownership notification or approval statutes; and (ii) “**Hazardous Substances**” means: (A) “hazardous materials,” “hazardous wastes,” “hazardous substances,” “industrial wastes,” or “toxic pollutants,” as such terms are defined under any Environmental Laws; (B) any other hazardous or radioactive substance, contaminant, or waste; and (C) any other substance with respect to which any Environmental Law or Governmental Authority requires environmental investigation, regulation, monitoring, or remediation.

(b) The Company has complied, and is now complying, with all Environmental Laws. Neither the Company nor the Sellers have received notice from any Person that the Company, its business or assets, or any real property currently or formerly owned, leased, or used by the Company is or may be in violation of any Environmental Law or any applicable Law regarding Hazardous Substances.

(c) There has not been any spill, leak, discharge, injection, escape, leaching, dumping, disposal, or release of any kind of any Hazardous Substances in violation of any Environmental Law: (i) with respect to the business or assets of the Company; or (ii) at, from, in, adjacent to, or on any real property currently or formerly owned, leased, or used by the Company. There are no Hazardous Substances in, on, about, or migrating to any real property currently or formerly owned, leased, or used by the Company, and such real property is not affected in any way by any Hazardous Substances.

Section 3.17 Employee Benefit Matters.

(a) Each “employee benefit plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 (as amended, and including the regulations thereunder, “ERISA”), whether or not written and whether or not subject to ERISA, and each supplemental retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, equity, change in control, retention, severance, salary continuation, and other similar agreement, plan, policy, program, practice, or arrangement which is or has been established, maintained, sponsored, or contributed to by the Company or under which the Company has or may have any Liability, shall be deemed a “**Benefit Plan**.”

For each Benefit Plan, the Sellers have made available to the Buyer accurate, current, and complete copies of each of the following: (i) the plan document with all amendments, or if not reduced to writing, a written summary of all material plan terms; (ii) any written contracts and arrangements related to such Benefit Plan, including trust agreements or other funding arrangements, and insurance policies, certificates, and contracts; (iii) in the case of a Benefit Plan intended to be qualified under Section 401(a) of the Code, the most recent favorable determination or national office approval letter issued by the Internal Revenue Service and any legal opinions issued thereafter with respect to the Benefit Plan’s continued qualification; (iv) the most recent Form 5500 filed with respect to such Benefit Plan; and (v) any material notices, audits, inquiries, or other correspondence from, or filings with, any Governmental Authority relating to the Benefit Plan.

(b) Each Benefit Plan and related trust has been established, administered, and maintained in accordance with its terms and in compliance with all applicable Laws (including ERISA and the Code). Nothing has occurred with respect to any Benefit Plan that has subjected or could reasonably be expected to subject the Company or, with respect to any period on or after the Closing Date, the Buyer or any of its Affiliates, to a civil action, penalty, surcharge, or Tax under applicable Law or which would jeopardize the previously-determined qualified status of any Benefit Plan. All benefits, contributions, and premiums relating to each Benefit Plan have been timely paid in accordance with the terms of such Benefit Plan and all applicable Laws and accounting principles. Benefits accrued under any unfunded Benefit Plan have been paid, accrued, or adequately reserved for to the extent required by under applicable law.

(c) The Company has not incurred and does not reasonably expect to incur: (i) any Liability under Title I or Title IV of ERISA, any related provisions of the Code, or applicable Law relating to any Benefit Plan; or (ii) any Liability to the Pension Benefit Guaranty Corporation. No complete or partial termination of any Benefit Plan has occurred or is expected to occur.

(d) The Company has not now or at any time within the previous six years contributed to, sponsored, or maintained: (i) any “multiemployer plan” as defined in Section 3(37) of ERISA; (ii) any “single-employer plan” as defined in Section 4001(a)(15) of ERISA; (iii) any “multiple employer plan” as defined in Section 413(c) of the Code; (iv) any “multiple employer welfare arrangement” as defined in Section 3(40) of ERISA; (v) a leveraged employee stock ownership plan described in Section 4975(e)(7) of the Code; or (vi) any other Benefit Plan subject to required minimum funding requirements.

(e) Other than as required under Sections 601 to 608 of ERISA or other applicable Law, no Benefit Plan provides post-termination or retiree welfare benefits to any individual for any reason.

(f) Neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will, either alone or in combination with any other event: (i) entitle any current or former director, officer, employee, independent contractor, or consultant of the Company to any severance pay, increase in severance pay, or other payment; (ii) accelerate the time of payment, funding, or vesting, or increase the amount of compensation (including stock-based compensation) due to any such individual; (iii) limit or restrict the right of the Company to amend or terminate any Benefit Plan; (iv) increase the amount payable under any Benefit Plan; (v) result in any “excess parachute payments” within the meaning of Section 280G(b) of the Code; or (vi) require a “gross-up” or other payment to any “disqualified individual” within the meaning of Section 280G(c) of the Code.

Section 3.18 Employment Matters.

(a) All compensation payable to all employees, independent contractors, or consultants of the Company for services performed on or prior to the Closing Date have been paid in full.

(b) The Company is not, and has not been, a party to or bound by any collective bargaining agreement or other Contract with a union or similar labor organization (collectively, “**Union**”), and no Union has represented or purported to represent any employee of the Company. There has never been, nor has there been any threat of, any strike, work stoppage, slowdown, picketing, or other similar labor disruption or dispute affecting the Company or any of its employees.

(c) The Company is and has been in compliance with: (i) all applicable employment Laws and agreements regarding hiring, employment, termination of employment, plant closings and mass layoffs, employment discrimination, harassment, retaliation, and reasonable accommodation, leaves of absence, terms and conditions of employment, wages and hours of work, employee classification, employee health and safety, engagement and classification of independent contractors, payroll taxes, and immigration with respect to all employees, independent contractors, and contingent workers; and (ii) all applicable Laws relating to the relations between it and any labor organization, trade union, work council, or other body representing employees of the Company.

Section 3.19 Taxes.

(a) The terms: (i) “**CARES Act**” means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136), as amended, and all requests, rules, guidelines, requirements, directives, executive orders or executive memos thereunder or issued in connection therewith or in implementation thereof, regardless of the date enacted, adopted, issued or implemented (including any changes in state or local applicable Law that are analogous to provisions of the Coronavirus Aid, Relief, and Economic Security Act or adopted to conform to the Coronavirus Aid, Relief, and Economic Security Act) and any legislative or regulatory guidance issued pursuant to such applicable Laws; (ii) “**COVID-19 Laws**” means (A) Presidential Proclamation 9994 of March 13, 2020 Declaring a National Emergency Concerning the COVID-19 Outbreak, (B) the CARES Act, (C) the Families First Coronavirus Response Act of 2020, (D) Presidential Memorandum of August 8, 2020, Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, 85 FR 49587, (E) the American Rescue Plan Act of 2021, (F) the Health and Economic Recovery Omnibus Emergency Solutions Act, (G) the Consolidated Appropriations Act of 2021, and (H) any related Laws, orders, rules, rulings, proclamations, regulations, guidelines or FAQs issued or enacted from time to time by a Governmental Authority; (iii)

“PPP” means U.S. Small Business Administration’s Paycheck Protection Program; (iv) “PPP Loan” means, collectively, the amounts borrowed by the Company pursuant to the terms of any and all “Paycheck Protection Program” loan through the U.S. Small Business Administration under the CARES Act; (v) “Taxes” means (A) all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto and (B) any obligation imposed by contract or law to indemnify or otherwise assume or succeed to the Tax liability of any other Person; and (vi) “Tax Return” means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(b) All Tax Returns required to be filed by the Company with any Governmental Authority on or before the Closing Date have been timely filed. Such Tax Returns are true, correct, and complete in all respects. All Taxes due and owing by the Company (whether or not shown on any Tax Return), including but not limited to any and all Taxes incurred by or imposed on the Company or the Sellers as a result of the receipt or forgiveness of any PPP Loan (or similar loans granted by any Governmental Authority), including the aggregate impact of any disallowance of deductions from taxable income taken by the Sellers or the Company as a result of its receipt of any PPP Loan (or similar loans granted by any Governmental Authority) or the forgiveness thereof, have been timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of the Company. The Sellers have delivered to the Buyer copies of all Tax Returns and examination reports of the Company and statements of deficiencies assessed against, or agreed to by, the Company, for all Tax periods ending after December 31, 2018.

(c) The Company has not been a member of an affiliated, combined, consolidated, or unitary Tax group for Tax purposes. The Company has no Liability for Taxes of any Person (other than the Company) under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local, or foreign Law), as transferee or successor, by contract, or otherwise.

(d) There are no liens for Taxes (other than for current Taxes not yet due and payable) upon the assets of the Company or the Shares nor, to knowledge of the Sellers, is any Governmental Authority in the process of imposing any liens for Taxes on any of the assets of the Company or the Shares (other than for current Taxes not yet due and payable).

(e) Neither the Sellers nor the Company are, and have been, a party to, or a promoter of, a “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

(f) The Company has not (i) made any election to defer any material amounts of payroll Taxes or (ii) taken, claimed, or applied for material amounts of an employee retention tax credit under any COVID-19 Laws (or similar credits granted by any Governmental Authority). The Company has (A) properly complied with all applicable Laws in order to defer the amount of the employer’s share of any “applicable employment taxes” under Section 2302 of the CARES Act and any applicable other payroll Taxes under the CARES Act (or similar other payroll Taxes imposed by any Governmental Authority), and (B) to the extent applicable, properly complied with all applicable Law and duly accounted for any available Tax credits under Sections 7001

through 7005 of the Families First Act and Section 2301 of the CARES Act (or similar obligations with any Governmental Authority).

(g) No Governmental Authority has asserted, proposed or assessed against the Company any deficiency or claim for Taxes which has not been settled, paid or otherwise resolved, and no claim has ever been made by any jurisdiction in which the Company does not file Tax Returns to the effect that the Company is or may be subject to any Tax imposed by that jurisdiction other than any claim which has been settled or otherwise resolved.

(h) There is no pending or, to the knowledge of the Sellers, threatened action, audit, proceeding, or investigation by any Governmental Authority against or with respect to Company with respect to (i) the assessment or collection of Taxes or (ii) a claim for refund made by the Company with respect to Taxes previously paid.

(i) The Company has not made (and will not make) or become obligated to make, as a result of any transactions contemplated hereby, any “parachute payments” as defined in Section 280G of the Code, or similar obligations with any Governmental Authority, (without regard to subsection (b)(4) thereof).

(j) The Company has not constituted either a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code.

(k) The Company has established adequate accruals and reserves, in accordance with applicable law, on the Financial Statements of the Company for all Taxes payable by the Company for all taxable periods and portions thereof through the date of such Financial Statements. Since the date of such Financial Statements, the Company has not incurred any Taxes outside the ordinary course of business.

Section 3.20 Books and Records. The minute books and share record and transfer books of the Company, all of which are in the possession of the Company and have been made available to the Buyer, are complete and correct.

Section 3.21 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Sellers.

Section 3.22 Full Disclosure. No representation or warranty by the Sellers in this Agreement and no statement contained in any certificate or other document furnished or to be furnished to the Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV COVENANTS

Section 4.01 Confidentiality. From and after the Closing, the Sellers shall, and shall cause their Affiliates and their and their respective directors, officers, employees, consultants, counsel, accountants, and other agents (collectively, “Representatives”) to, hold in confidence any and all information, in any form, concerning the Company, except to the extent that the Sellers can show that such information: (a) is generally available to and known by the public through no fault of the Sellers, any

of their Affiliates, or their respective Representatives; or (b) is lawfully acquired by the Sellers, any of their Affiliates, or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by any obligation. If the Sellers or any of their Affiliates or their respective Representatives are compelled to disclose any information by Governmental Order or Law, such Seller shall promptly notify the Buyer in writing and shall disclose only that portion of such information which is legally required to be disclosed; *provided, however*, the disclosing Seller shall use best efforts to obtain as promptly as possible an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 4.02 Non-Competition; Non-Solicitation.

(a) For a period of five (5) years commencing on the Closing Date (the “**Restricted Period**”), the Sellers shall not, and shall not permit any of their Affiliates to, directly or indirectly: (i) engage in or assist others in engaging in cloud-based EMV, or any, payment and payment acceptance technology worldwide, other than with respect to the Company with the consent of the Buyer (the “**Restricted Business**”); (ii) have an interest in any Person, other than the Company, that engages, directly or indirectly, in the Restricted Business in any capacity, including as a partner, stockholder, director, officer, member, manager, employee, contractor, principal, agent, volunteer, intern, advisor, or consultant; or (iii) intentionally interfere in any material respect with the business relationships (whether formed prior to or after the date of this Agreement) between the Company and customers or suppliers of the Company. Notwithstanding the foregoing, the each Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if the Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person.

(b) During the Restricted Period, the Sellers shall not, and shall not permit any of their Affiliates to, directly or indirectly, hire or solicit any current or former employee of the Company or encourage any employee to leave the Company’s employment, except pursuant to a general solicitation which is not directed specifically to any such employees; *provided, however*, nothing in this Section 4.02(b) shall prevent the each Seller or any of its Affiliates from hiring: (i) any employee terminated by the Company; or (ii) after one hundred and eighty (180) days from the date of resignation, any employee that has resigned from the Company.

(c) The Sellers acknowledge that a breach or threatened breach of this Section 4.02 would give rise to irreparable harm to the Buyer, for which monetary damages would not be an adequate remedy, and hereby agree that in the event of a breach or a threatened breach by any Seller of any such obligations, the Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, or specific performance (without any requirement to post bond).

(d) The Sellers acknowledge that the restrictions contained in this Section 4.02 are reasonable and necessary to protect the legitimate interests of the Buyer and constitute a material inducement to the Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 4.02 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction or any Governmental Order, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law or such Governmental Order. The covenants contained in this

Section 4.02 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 4.03 Percentage Interest Confirmation. The Sellers hereby jointly covenant to use all of their corporate authority and power, in their respective capacities as officers and/or directors of the Company, to confirm and ensure that upon receipt of the Shares, the Buyer and its Affiliates will collectively hold a greater than 50% share of both the (i) outstanding equity ownership and (ii) voting power in the Company; *however*, to the extent that such 50% threshold is not met for any reason the Sellers shall use all of their corporate authority and power, in their respective capacities as officers and/or directors of the Company, to have the Company issue a sufficient number of shares of common stock to have the Buyer and its Affiliates achieve the majority of (i) outstanding equity ownership and (ii) voting power in the Company. Regardless of the (i) outstanding equity ownership or (ii) voting power in the Company that Buyer and its Affiliates may hold, each Seller will also assist the Buyer in preparing an offer to purchase some or all of the remaining outstanding shares of the Company, in such portion as determined by the Buyer in its sole discretion.

Section 4.04 Common Stock Issuances. Mr. Newport, in his capacity as an officer and director of the Company, represents that the Company shall issue all such shares of Common Stock to the Buyer, MaxaFi, LLC, Ripcord Capital and BBSG in the those amounts previously certified to by the Sellers and the Company and as reflected in the capitalization table attached hereto; and to the extent that such shares have not been issued as of the Closing Date, the Sellers each covenant that they will take any and all actions necessary to cause the Company to issue such shares as soon as practicable, including but not limited to by the conversion of any SAFE Notes or debt instruments of the Company, as applicable.

Section 4.05 Owen Term Sheet Obligations. Mr. Newport hereby acknowledges his outstanding responsibilities and obligations toward and owing to the Buyer and DapIT pursuant to the Term Sheet, as modified, in both his individual capacity and in his capacity as the Sellers' Representative (as defined therein); and Mr. Newport further agrees to use his best efforts to fulfill and implement all such responsibilities and obligations to the reasonable satisfaction of the Buyer.

Section 4.06 Company Term Sheet Obligations. Mr. Newport, in his capacity as an officer and director of the Company, hereby restates and recommits on behalf of the Company to all of the responsibilities and obligations to which the Company is bound subject to the Term Sheet, as modified; and Mr. Newport agrees to use his best efforts, in his officer capacity, to have the Company take all reasonable actions necessary to implement and achieve all such responsibilities and obligations to the reasonable satisfaction of the Buyer.

Section 4.07 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents and instruments and take such further actions as may be reasonably required to carry out the provisions hereof and the intent of the parties hereto, and to give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE V TAX MATTERS

Section 5.01 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with

this Agreement and the other Transaction Documents shall be borne and paid by the Sellers when due. The Sellers shall, at their own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and the Buyer shall cooperate with respect thereto as necessary).

Section 5.02 Tax Indemnification. The Sellers shall indemnify the Company, the Buyer, and each Buyer Indemnitee (as defined in Section 6.01) and hold them harmless from and against any loss, damage, liability, deficiency, Action, Tax, judgment, interest, award, penalty, fine, cost or expense of whatever kind (collectively, including reasonable attorneys' fees and the cost of enforcing any right to indemnification under this Agreement, "**Losses**") attributable to or arising from (a) any breach of or inaccuracy in any representation or warranty made in Section 3.19; (b) any breach or violation of, or failure to fully perform, any covenant, agreement, undertaking, or obligation in ARTICLE V; (c) all Taxes of the Company or relating to the business of the Company for all Pre-Closing Tax Periods, including any liability arising under Section 1374 of the Code (or any corresponding election under state, local or foreign Law); (d) all Taxes of any member of an affiliated, consolidated, combined, or unitary group of which the Company (or any predecessor of the Company) is or was a member on or prior to the Closing Date by reason of a liability under Treasury Regulation Section 1.1502-6 or any comparable provisions of foreign, state, or local Law; and (e) any and all Taxes of any Person imposed on the Company arising under the principles of transferee or successor liability or by contract or otherwise relating to an event or transaction occurring before the Closing Date. In each of the above cases, together with any out-of-pocket fees and expenses (including attorneys' and accountants' fees) incurred in connection therewith, the Sellers shall reimburse the Buyer for any Taxes of the Company that are the responsibility of the Sellers pursuant to this Section 5.02 within ten (10) days after payment of such Taxes by the Buyer or the Company.

Section 5.03 Cooperation and Exchange of Information. The Sellers and the Buyer shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return pursuant to this ARTICLE V or in connection with any proceeding in respect of Taxes of the Company, including providing copies of relevant Tax Returns and accompanying documents. Each of the Sellers and the Buyer shall retain all Tax Returns and other documents in its possession relating to Tax matters of the Company for any Pre-Closing Tax Period (collectively, "**Tax Records**") until the expiration of the statute of limitations of the taxable periods to which such Tax Records relate.

Section 5.04 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 3.19 and this ARTICLE V shall survive for the full period of all applicable statutes of limitations.

ARTICLE VI INDEMNIFICATION

Section 6.01 Indemnification by Sellers. Subject to the other terms and conditions of this ARTICLE VI, the Sellers shall indemnify and defend each of the Buyer and its Affiliates (including the Company) and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to, or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of the Sellers contained in this Agreement or the other Transaction Documents; or

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Sellers pursuant to this Agreement or the other Transaction Documents.

Section 6.02 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the “**Indemnified Party**”) shall promptly provide written notice of such claim to the other party (the “**Indemnifying Party**”). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.03 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein (other than any representations or warranties contained in Section 3.19 which are subject to ARTICLE V) and all related rights to indemnification shall survive the Closing and shall remain in full force and effect until the date that is five (5) years from the Closing Date; *provided, however*, the representations and warranties in Section 3.01, Section 3.02, Section 3.03, Section 3.04, Section 3.05 and Section 3.21 shall survive indefinitely. Subject to ARTICLE V, all covenants and agreements of the parties contained herein shall survive the Closing indefinitely unless another period is explicitly specified herein. Notwithstanding the foregoing, any claims which are timely asserted in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved].

Section 6.04 Tax Claims. Notwithstanding any other provision of this Agreement, the control of any claim, assertion, event, or proceeding in respect of Taxes of the Company (including, but not limited to, any such claim in respect of a breach of the representations and warranties in Section 3.19 hereof or any breach or violation of or failure to fully perform any covenant, agreement, undertaking, or obligation in ARTICLE V) shall be governed and directed exclusively by the Buyer.

Section 6.05 Cumulative Remedies. The rights and remedies provided for in this ARTICLE VI (and in ARTICLE V) are cumulative and are in addition to and not in substitution for any other rights and remedies available at Law or in equity or otherwise.

ARTICLE VII MISCELLANEOUS

Section 7.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 7.02 Notices. All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight

courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, if sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02):

If to the Sellers:

[ADDRESS]

[ADDRESS]

Email:

Attention:

[ADDRESS]

[ADDRESS]

Email:

Attention:

If to the Buyer or Company:

Steve Hall

[ADDRESS] 4405 ABERCORN ST. Suite 204

[ADDRESS] SAVANNAH GA. 31405

Email: SH@DAPET.COM

Attention: Steve Hall

with a copy (which shall not constitute notice) to:

McCarter & English, LLP

265 Franklin Street

Boston, MA 02110

Email: tgrannatt@mccarter.com

Attention: Theodore Grannatt, Esq.

Section 7.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.04 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

Section 7.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter; *provided that* this Agreement merely complements and does not supersede any of the binding obligations of the parties hereto set forth in the Term Sheet unless mutually agreed among such parties. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the statements in the body of this Agreement will control.

Section 7.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, and permitted assigns and transferees. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 7.08 Governing Law; Required Arbitration; WAIVER OF JURY TRIAL.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby shall first be discussed in good faith with a view to reaching an amicable resolution. Any dispute, controversy or claim arising out of or relating to this Agreement that cannot be so resolved, as well as any determination of the scope or applicability of this agreement to arbitrate, will be referred to and finally determined by arbitration administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules. The Tribunal will consist of three arbitrators. The place of arbitration will be New York. The language to be used in the arbitral proceedings will be solely English. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof and is agreed that it will be able to be domesticated in all jurisdictions relevant to both the Buyer and the Sellers. Within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within thirty (30) days of the commencement of the arbitration. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by the AAA in accordance with its rules. All arbitrators shall serve as neutral, independent, and impartial arbitrators. Any arbitration shall be subject to the confidentiality provisions of this Agreement. Each Party shall (a) share equally all fees, costs and expenses of any arbitration, and (b) bear their own attorneys' fees and costs of its case.

(c) FOR THE AVOIDANCE OF DOUBT, THE PARTIES ACKNOWLEDGE AND AGREE AND UNDERSTAND THAT BY AGREEING TO ARBITRATE ANY CLAIM OR CLAIMS ARISING BETWEEN THE PARTIES UNDER THIS AGREEMENT, THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.08.

Section 7.09 Opportunity to Consult Legal Counsel. Each party hereto recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party hereto agrees and acknowledges that he, she or it has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so. This Agreement has resulted from negotiations and discussions between the parties and no one party shall be treated as drafting this Agreement for purposes of interpreting any provision hereof.

Section 7.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

BUYER:

By: 
Name: Steve Hall

SELLERS:

By: owen newport
Name: Owen Newport

By: Kim Fleury Bertrand
Name: Kim Fleury Bertrand

Acknowledged and agreed by:

THE COMPANY:

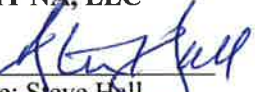
Felix Payment Systems Ltd.

By: owen newport
Name: Owen Newport
Title: Co-Chief Executive Officer

By: Kim Fleury Bertrand
Name: Kim Fleury Bertrand
Title: Co-Chief Executive Officer

Further acknowledged and agreed by:

DapIT NA, LLC

By: 
Name: Steve Hall
Title: Authorized Signatory

The Obligation Holders

By: 
Name: Steve Hall, on behalf of himself and his associates and affiliates

Appendix I**Term Sheet and Equity Purchase Agreement**

(See attached.)

Appendix II

Capitalization Table

Person	Share Number	Percentage
Cryptonomicom PTY Ltd.	60,000	1%
Cynthia M Sheppard & John G Sheppard Jr Living Trust	11,536	0%
Gentek Investment PTY Ltd.	0	0%
Gentek Resourcing Pty Ltd.	0	0%
Jay Donovan	190,000	5%
Kieran Moloney	267,500	7%
Kim Fleury Bertrand	114,854	3%
Kimberly M. Moore	17,304	0%
Mineral Royalties Online Pty Ltd.	46,145	1%
Noah Fitzgerald	50,000	1%
Oliver Ransford	190,000	5%
Owen Newport	1,237,827	30%
Rankin Tech PTY Ltd.	190,000	5%
Sean Dennis	267,500	7%
Steve Sayers	40,000	1%
Transaction Data USA Inc.	50,000	1%
Warren Hogg	287,500	7%
BBSG	399,000	9.70%
MaxaFi, LLC	104,090	2.53%
Ripcord Capital	399,000	9.70%
Steve Hall	192,991	4.69%
TOTAL	4,115,247	100%

Exhibit A**Form of Promissory Note**

(See attached.)

CONVERTIBLE PROMISSORY NOTE

\$5,000,000.00 USD

October 9, 2023

FOR VALUE RECEIVED, and subject to the terms and conditions set forth herein, DapIT NA, LLC (the "**Borrower**") hereby unconditionally promises to pay to the order of Owen Newport (the "**Noteholder**," and together with the Borrower, the "**Parties**"), the principal amount of Five Million Dollars (\$5,000,000.00) (the "**Loan**"), together with all accrued interest thereon, as provided in this Convertible Promissory Note (the "**Note**").

1. Payments; Prepayments.

1.1 Payments. The Borrower shall pay all amounts outstanding under this Note to the Noteholder, including principal and any accrued interest thereon in a full single lump-sum payment, on October 8, 2026.

1.2 Optional Prepayments. The Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium.

2. Interest.

2.1 Except as provided in Section 2.2, the outstanding principal amount of the Loan shall bear simple interest at the rate of 10%, calculated per annum. All computations of interest shall be made on the basis of 365 or 366 days, as the case may be and the actual number of days elapsed.

2.2 If any amount payable hereunder is not paid when due, whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the rate set forth in Section 2.1 *plus* 5%.

3. Payment Mechanics.

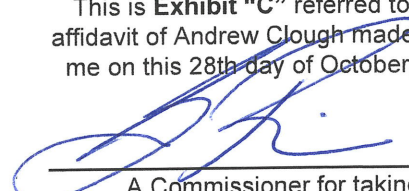
3.1 Manner of Payments. All payments of interest and principal shall be made in lawful money of the United States of America no later than 12:00 p.m. on the date on which such payment is due by cashier's check, certified check, or by wire transfer of immediately available funds to the Noteholder's account at a bank specified by the Noteholder in writing to the Borrower from time to time.

3.2 Application of Payments. All payments made hereunder shall be applied first to the payment of any fees or charges outstanding hereunder, second to accrued interest, and third to the payment of the principal amount outstanding under the Note.

3.3 Rescission of Payments. If at any time any payment made by the Borrower under this Note is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, the Borrower's obligation to make such payment shall be reinstated as though such payment had not been made.

4. Convertibility. At the sole discretion of the Noteholder and at any time while the Note remains outstanding, the outstanding amount of unpaid principal plus interest may be converted, in part or entirely, into common equity interests of the Borrower at the then (conversion date) fair market value of the common equity interest of the Borrower.

This is **Exhibit "C"** referred to in the
affidavit of Andrew Clough made before
me on this 28th day of October, 2025



A Commissioner for taking
Affidavits in British Columbia

5. Representations and Warranties. The Borrower hereby represents and warrants to the Noteholder on the date hereof as follows:

5.1 Power and Authority. The Borrower has the power and authority, and the legal right, to execute and deliver this Note and to perform its obligations hereunder and thereunder.

5.2 Authorization; Execution and Delivery. The execution and delivery of this Note by the Borrower and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary limited liability company action in accordance with all applicable laws. The Borrower has duly executed and delivered this Note and this Note represents the valid and legally binding obligation of the Borrower enforceable against him in accordance with its terms.

6. Events of Default. The occurrence of any of the following events or circumstances, which continues and remains uncured for fourteen (14) days following written notice from Noteholder to Borrower, shall constitute an event of default ("**Event of Default**") hereunder:

6.1 The Borrower fails to pay any amount due hereunder when due;

6.2 Any representation or warranty made or deemed made by the Borrower to the Noteholder herein is incorrect in any material respect on the date as of which such representation or warranty was made or deemed made;

6.3 The Borrower commences any case, proceeding or other action (i) under any existing or future law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (ii) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Borrower makes a general assignment for the benefit of its creditors;

6.4 There is commenced against the Borrower any case, proceeding or other action of a nature referred to in Section 6.3 above which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged or unbonded for a period of ninety (90) days;

6.5 There is commenced against the Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, or stayed or bonded pending appeal within ninety (90) days from the entry thereof; or

6.6 The Borrower is generally not, or shall be unable to, or admits in writing its inability to, pay its debts as they become due.

7. Remedies. Upon the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, the Noteholder may at its option, by written notice to the Borrower (a) declare the entire principal amount of this Note, together with all accrued interest thereon and all other amounts payable hereunder, immediately due and payable and/or (b) exercise any or all of its rights, powers or remedies under applicable law.

8. Miscellaneous.

8.1 Notices. All notices, payments (except for wire transfers) and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid..

8.2 No Waiver; Cumulative Remedies. The Noteholder shall not by any act (except by a written instrument signed by the Noteholder), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

8.3 Amendments. None of the terms or provisions of this Note may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Borrower therefrom shall be effective unless the same shall be in writing and signed by the Parties, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

8.4 Governing Law; WAIVER OF JURY TRIAL. This Note and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Note and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS NOTE.

8.5 Counterparts; Integration. This Note and any amendments, waivers, consents or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. This Note constitutes the entire contract between the Parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Note. Notwithstanding the foregoing provisions of this Section 8.5, the original of this Note shall promptly be delivered to the Noteholder.

8.6 Successors and Assigns. This Note and the rights and obligations hereunder may not be assigned or transferred without the prior written consent of the other Party. This Note shall inure to the benefit of, and be binding upon, the Parties and their permitted assigns.

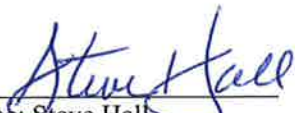
8.7 Waiver of Notice. Except for any notice required pursuant to any provision of Section 5 of this Note, Borrower hereby waives demand for payment, presentment for payment, protest, notice of payment, notice of dishonor, notice of nonpayment, notice of acceleration of maturity and diligence in taking any action to collect sums owing hereunder.

8.8 Severability. If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Note as of the date first set forth above.

BORROWER:

DapIT NA, LLC

By: 
Name: Steve Hall
Title: Authorized Signatory

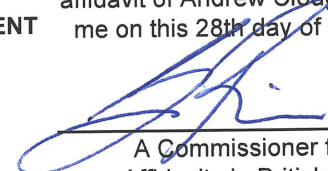
Acknowledged and accepted by:

NOTEHOLDER:

By: 
Name: Owen Newport

JOINDER TO THE SHAREHOLDER AGREEMENT
AND
ACKNOWLEDGEMENT TO BE BOUND

This is **Exhibit "D"** referred to in the affidavit of Andrew Clough made before me on this 28th day of October, 2025


A Commissioner for taking
Affidavits in British Columbia

DATE: October 9, 2023

TO: The parties to the Shareholder Agreement (the **"Shareholder Agreement"**) dated May 30, 2020 between, *inter alia*, Felix Payment Systems Ltd. (the **"Corporation"**) and the Shareholders (as defined in the Shareholder Agreement).

This Joinder to the Shareholder Agreement and Acknowledgement to Be Bound is herein referred to as the **"Joinder Agreement"**. All capitalized words not otherwise defined in this Joinder Agreement will have the meanings given to them in the Shareholder Agreement.

WHEREAS Article 7.8 of the Shareholder Agreement states that any Permitted Transferee who receives Shares must agree in writing to be bound by the terms and conditions of the Shareholder Agreement as if it were an additional original party thereto and such transferee remains at all times a Permitted Transferee of such Shareholder, failing which the Shares Transferred must be forthwith re-transferred to the original Shareholder or its Permitted Transferee;

WHEREAS Owen Newport & Kim Fleury Bertrand (the **"Original Shareholders"**) wishes to transfer a total of 1,352,681 Shares it holds in the capital of the Corporation to Steve Hall (the **"New Shareholder"**) who is a Permitted Transferee pursuant to the Shareholder Agreement, subject to the terms and for the consideration contained in that Stock Purchase Agreement, dated as of October 6, 2023, by and among the Corporation, the Original Shareholders, the New Shareholder and the other parties thereto; and

WHEREAS the New Shareholder will hereby agree to observe and to be bound by the terms of the Shareholder Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the undersigned, intending to be legally bound hereby, hereby covenants and agrees as follows:

1. The New Shareholder acknowledges that the foregoing recitals are true and correct and acknowledges having received and reviewed a copy of the Shareholder Agreement, a copy of which is attached hereto as Schedule A.
2. The New Shareholder covenants and agrees to be bound by the terms of the Shareholder Agreement as if the New Shareholder had entered into the Shareholder Agreement in place of the Original Shareholder and to remain a Permitted Transferee of the Original Shareholder as long as it is the registered or beneficial owner of any Shares or securities convertible into Shares.
3. The New Shareholder hereby covenants, represents and warrants that neither the execution and delivery of this Joinder Agreement by the New Shareholder, nor the performance of its obligations hereunder, will conflict with or result in the violation, contravention or breach of, or any default under, any of the terms or provisions of any agreement, obligation, contract, commitment, law or regulation to which the New Shareholder is a party or by which it is bound.
4. This Joinder Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and will be binding upon the undersigned and its successors and permitted assigns. Subject to Article 11 of the Shareholder

Agreement, the courts of the Province of British Columbia shall have the exclusive jurisdiction to hear all disputes arising in connection with the Shareholder Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF the undersigned has duly executed this Joinder Agreement as of the date first written above.

DocuSigned by:
By: Steve Hall
Name: Steve Hall

SCHEDULE A

SHAREHOLDER AGREEMENT

(Copy Attached)

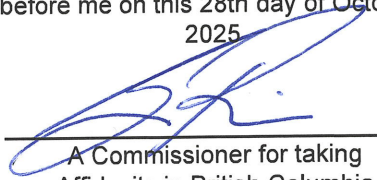
DAPIT NA, LLC

December 19, 2023

Felix Payment Systems Ltd.
250 Howe Street, 20th Floor
Vancouver, Canada V6C 3R8

This is **Exhibit "E"** referred to in the
affidavit of Andrew Clough made
before me on this 28th day of October,
2025.

Attention: Owen Newport,
Kim Fleury Bertrand,
Warren Hogg,
Sean Dennis,
Oliver Ransford, and
Kieran Moloney


A Commissioner for taking
Affidavits in British Columbia

Re: Certain Amendments to and Restatements of Stock Purchase Agreement

To the undersigned principals of Felix Payment Systems Ltd.:

This letter agreement (the "**Letter Agreement**") is to confirm the understanding among the undersigned concerning the matters described herein.

Reference is made to that certain Stock Purchase Agreement attached hereto as Exhibit A (the "**SPA**"), dated as of October 6, 2023, by and among Steve Hall and certain of Mr. Hall's associates and affiliates, Owen Newport, Kim Fleury Bertrand, Felix Payment Systems Ltd., a Canadian private limited company organized under the laws of the province of British Columbia (the "**Company**"), and DapIT NA, LLC, a Delaware limited liability company ("**DapIT**"). Capitalized terms that are not defined herein shall have the meanings ascribed to them in the SPA.

Under the terms of the SPA, Mr. Newport and Ms. Fleury Bertrand, collectively as the "**Sellers**," agreed to transfer the Shares to the Buyer in consideration of (i) the full expungement and cancellation of the Debt Obligation, (ii) the delivery of a \$5,000,000 Convertible Promissory Note (the "**Promissory Note**"), dated as of October 9, 2023, to Mr. Newport from DapIT and (iii) other good and valuable consideration contained therein. The Sellers also (a) made certain representations and warranties to the Buyer and Obligations Holders and (b) agreed to fulfill certain covenants in furtherance of the Transaction, which specifically included Mr. Newport's promise to fulfill all of his responsibilities and obligations toward and owing to the Buyer and DapIT pursuant to the Term Sheet, in his individual capacity and in his multiple other capacities as the Sellers' Representative and as an officer and director of the Company.

As of the date of this Letter Agreement, the SPA parties mutually agree that many of the promises and the delivery of the full consideration set forth in the SPA and the Term Sheet have not been achieved as previously envisaged, including but not limited to (i) the transfer to the Buyer of the sole right and title to all of the equity interests of the Company and (ii) the good faith delivery to DapIT of all of the information concerning the Company and its affiliates that were requested by DapIT as part of its diligence of the Transaction. In light of these challenges faced by the SPA parties attempting to consummate the Transaction and uphold each party's responsibilities and obligations, the undersigned parties intend that this Letter Agreement serve as, in part, (1) an amendment and/or amendment and restatement of certain portions of

the SPA and (2) and a joinder to the SPA for the additional new parties who agree to be bound by all of the terms and conditions of the SPA as a Seller, as further outlined below.

In addition to the other agreements and promises exchanged in this Letter Agreement, with the goal of implementing the original intent of the Transaction, the undersigned parties hereby agree as follows:

- The defined term “**Sellers**” in the preamble of SPA is hereby amended such that it includes all of Owen Newport, Kim Fleury Bertrand, Warren Hogg, Sean Dennis, Oliver Ransford and Kieran Moloney; and Messrs. Hogg, Dennis, Ransford and Moloney hereby acknowledge and agree that by their execution of this Letter Agreement, they each agree to become a party of the SPA as amended herein and relating back to the SPA effective date, and they agree to be bound by all of the terms and conditions of the SPA as a Seller as set forth therein.
- The defined term “**Shares**” in the first recital of the SPA is hereby amended such that it means 57.47% of the issued and outstanding shares of Common Stock of the Company on a Fully Diluted Basis.
- Section 1.02 of the SPA, “**Purchase Price**,” is hereby amended and restated in its entirety as follows:

“**Purchase Price.** The aggregate purchase price for the Shares shall be deemed to be the full expungement, cancellation, waiver and release of the Debt Obligation acknowledged and agreed to by the Company and the Obligation Holders, and other good and valuable consideration including a convertible promissory note in the principal amount of \$5,000,000 (the “**Purchase Price**”) issued by DapIT to the Sellers in proportion to their ownership of the Shares or as otherwise agreed among them, substantially in the form attached hereto as Exhibit A, and executed by Mr. Newport on behalf of the Sellers in his capacity as the Sellers’ Representative (as defined in the Term Sheet).”

- Mr. Newport, as himself, as the original Seller Representative and on behalf of all prior Seller parties to the SPA, will deliver and return the Promissory Note to DapIT, which is hereby cancelled and all of the obligations contained therein are hereby terminated.
- DapIT will reissue a single new convertible promissory note to the Sellers by way of the Sellers’ Representative, who will allocate it among the Sellers *pro rata* or in whatever format they choose without any recourse to the Company or DapIT, in the principal amount of \$5,000,000, substantially in the form attached hereto as Exhibit B (the “**New Promissory Note**”), which shall replace in its entirety Exhibit A of the SPA.

Furthermore, the Sellers hereby acknowledge and affirm that they are jointly and severally liable to the Buyer and Obligation Holders for the truth and accuracy of the representations and warranties contained in this Letter Agreement, the New Promissory Note and Article III of the SPA up to the full amount of the New Promissory Note. The parties hereto acknowledge that since the Closing Date, Buyer and DapIT have been made aware, over the course of their diligence, of certain reseller and partner agreements of the Company whereby the Company has licensed, liened, pledged, hypothecated and/or otherwise burdened certain Company rights to and over its intellectual property assets. **In light of the foregoing, the parties hereto agree that any disclosures within the Disclosure Schedules that were made as a result of**

Buyer's or DapIT's own diligence shall not relieve the Sellers from liability related to any costs and direct or indemnification claims against Seller arising from this Agreement, including but not limited to those claims regarding the Company's intellectual property assets, rights and any third party licensing rights; and the Buyer and Obligation Holders may offset any such claims in their sole discretion against any of the consideration, including cash and/or shares, due to the Sellers under the terms of the SPA.

In light of the aforementioned amendments and as additional consideration exchanged among the parties under the SPA as amended herein, DapIT agrees, as soon as it is reasonably practicable, to enter into this Letter Agreement and formal employment agreements with Messrs. Newport, Hogg, Dennis, Ransford and Moloney, on behalf of DapIT or its operating subsidiary(ies). DapIT intends to offer these employees, in the ordinary course of business, standard employee benefits, including but not limited to healthcare and potential participation in an equity incentive plan.

Each of the parties hereto shall execute and deliver such additional documents and instruments and take such further actions as may be reasonably required to carry out the provisions hereof and the intent of the parties hereto, and to give effect to the transactions contemplated by SPA. **The Sellers hereby affirm and agree that Mr. Newport will serve as the "Sellers' Representative" in furtherance of consummating the SPA, including the execution of the New Promissory Note, until written notice to the contrary is received by Buyer and DapIT.**

Kindly acknowledge your agreement by signing and returning a copy of this Letter Agreement to the undersigned parties. This Letter Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single document. This Letter Agreement may be executed and transmitted by facsimile or electronically, and it is the intent of the parties that a facsimile copy, photocopy or portable document format (.pdf) file or tagged image file (.tif) of any signature shall be deemed an original signature and shall have the same force and effect as an original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Letter Agreement to be executed as of the date first written above by their duly authorized representatives.

BUYER:

DocuSigned by:
By: Steve Hall
Name: Steve Hall

THE COMPANY:

Felix Payment Systems Ltd.

By: _____
Name: Owen Newport
Title: Co-Chief Executive Officer

By: _____
Name: Kim Fleury Bertrand
Title: Co-Chief Executive Officer

DapIT NA, LLC

DocuSigned by:
By: Steve Hall
Name: Steve Hall
Title: Authorized Signatory

The Obligation Holders

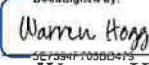
DocuSigned by:
By: Steve Hall
Name: Steve Hall, on behalf of himself and his associates and affiliates

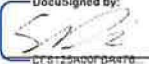
IN WITNESS WHEREOF, the parties hereto have caused this Letter Agreement to be executed as of the date first written above by their duly authorized representatives.

SELLERS:

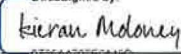
By: _____
Name: Owen Newport

By: _____
Name: Kim Fleury Bertrand

By: 
Name: Warren Hogg

By: 
Name: Sean Dennis

By: _____
Name: Oliver Ransford

By: 
Name: Kieran Moloney

***** The Sellers each hereby acknowledge and agree that their execution of this Letter Agreement shall constitute their acceptance and execution of the following documents attached hereto, as applicable, and that their signatures to this Letter Agreement may be hereafter attached to the following documents as conclusive evidence of such Seller's execution thereof:*

- The Assignment of Patent Properties Agreement, substantially in the form attached hereto as Exhibit C;
- The Invention Assignment, Confidentiality and Non-Solicitation Agreement, substantially in the form attached hereto as Exhibit D, effective as of each Seller's employment start date with DapIT or its operating subsidiary(ies); and
- The Obligations Agreement, substantially in the form attached hereto as Exhibit E, effective as of each Seller's employment start date with DapIT or its operating subsidiary(ies).

Exhibit A

Stock Purchase Agreement as of October 6, 2023

(See attached.)

Exhibit B

Form of Convertible Promissory Note (Exhibit A to SPA) (i.e. the “New Promissory Note”)

(See attached.)

Exhibit C

Form of Assignment of Patent Properties Agreement

(See attached.)

Exhibit D

Invention Assignment, Confidentiality and Non-Solicitation Agreement

(See attached.)

Exhibit E

Form of Obligations Agreement

(See attached.)

DapIT NA, LLC

December 19, 2023

Felix Payment Systems Ltd.
250 Howe Street, 20th Floor
Vancouver, Canada V6C 3R8

Attention: Owen Newport,
Kim Fleury Bertrand,
Warren Hogg,
Sean Dennis,
Oliver Ransford, and
Kieran Moloney

Re: Certain Amendments to and Restatements of Stock Purchase Agreement

To the undersigned principals of Felix Payment Systems Ltd.:

This letter agreement (the “**Letter Agreement**”) is to confirm the understanding among the undersigned concerning the matters described herein.

Reference is made to that certain Stock Purchase Agreement attached hereto as Exhibit A (the “**SPA**”), dated as of October 6, 2023, by and among Steve Hall and certain of Mr. Hall’s associates and affiliates, Owen Newport, Kim Fleury Bertrand, Felix Payment Systems Ltd., a Canadian private limited company organized under the laws of the province of British Columbia (the “**Company**”), and DapIT NA, LLC, a Delaware limited liability company (“**DapIT**”). Capitalized terms that are not defined herein shall have the meanings ascribed to them in the SPA.

Under the terms of the SPA, Mr. Newport and Ms. Fleury Bertrand, collectively as the “**Sellers**,” agreed to transfer the Shares to the Buyer in consideration of (i) the full expungement and cancellation of the Debt Obligation, (ii) the delivery of a \$5,000,000 Convertible Promissory Note (the “**Promissory Note**”), dated as of October 9, 2023, to Mr. Newport from DapIT and (iii) other good and valuable consideration contained therein. The Sellers also (a) made certain representations and warranties to the Buyer and Obligations Holders and (b) agreed to fulfill certain covenants in furtherance of the Transaction, which specifically included Mr. Newport’s promise to fulfill all of his responsibilities and obligations toward and owing to the Buyer and DapIT pursuant to the Term Sheet, in his individual capacity and in his multiple other capacities as the Sellers’ Representative and as an officer and director of the Company.

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the SPA and (2) and a joinder to the SPA for the additional new parties who agree to be bound by all of the terms and conditions of the SPA as a Seller, as further outlined below.

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- The defined term “**Sellers**” in the preamble of SPA is hereby amended such that it includes all of Owen Newport, Kim Fleury Bertrand, Warren Hogg, Sean Dennis, Oliver Ransford and Kieran Moloney; and Messrs. Hogg, Dennis, Ransford and Moloney hereby acknowledge and agree that by their execution of this Letter Agreement, they each agree to become a party of the SPA as amended herein and relating back to the SPA effective date, and they agree to be bound by all of the terms and conditions of the SPA as a Seller as set forth therein.
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Furthermore, the Sellers hereby acknowledge and affirm that they are jointly and severally liability to the Buyer and Obligation Holders for the truth and accuracy of the representations and warranties contained in this Letter Agreement, the New Promissory Note and Article III of the SPA up to the full amount of the New Promissory Note. The parties hereto acknowledge that since the Closing Date, Buyer and DapIT have been made aware, over the course of their diligence, of certain reseller and partner agreements of the Company whereby the Company has licensed, lien, pledged, hypothecated and/or otherwise burdened certain Company rights to and over its intellectual property assets. **In light of the foregoing, the parties hereto agree that any disclosures within the Disclosure Schedules that were made as a result of**

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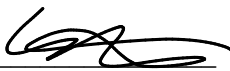
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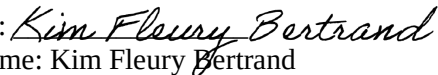
BUYER:

By: _____
Name: Steve Hall

THE COMPANY:

Felix Payment Systems Ltd.

By:  _____
Name: Owen Newport
Title: Co-Chief Executive Officer

By:  _____
Name: Kim Fleury Bertrand
Title: Co-Chief Executive Officer

DapIT NA, LLC

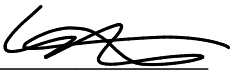
By: _____
Name: Steve Hall
Title: Authorized Signatory

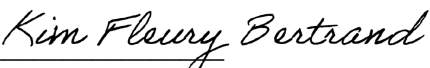
The Obligation Holders

By: _____
Name: Steve Hall, on behalf of himself and his associates and affiliates

IN WITNESS WHEREOF, the parties hereto have caused this Letter Agreement to be executed as of the date first written above by their duly authorized representatives.

SELLERS:

By: 
Name: Owen Newport

By: 
Name: Kim Fleury Bertrand

By: _____
Name: Warren Hogg

By: _____
Name: Sean Dennis

By: _____
Name: Oliver Ransford

By: _____
Name: Kieran Moloney

***** The Sellers each hereby acknowledge and agree that their execution of this Letter Agreement shall constitute their acceptance and execution of the following documents attached hereto, as applicable, and that their signatures to this Letter Agreement may be hereafter attached to the following documents as conclusive evidence of such Seller's execution thereof:*

- The Assignment of Patent Properties Agreement, substantially in the form attached hereto as Exhibit C;
- The Invention Assignment, Confidentiality and Non-Solicitation Agreement, substantially in the form attached hereto as Exhibit D, effective as of each Seller's employment start date with DapIT or its operating subsidiary(ies); and
- The Obligations Agreement, substantially in the form attached hereto as Exhibit E, effective as of each Seller's employment start date with DapIT or its operating subsidiary(ies).

Exhibit A

Stock Purchase Agreement as of October 6, 2023

(See attached.)

Exhibit B

Form of Convertible Promissory Note (Exhibit A to SPA) (i.e. the “New Promissory Note”)

(See attached.)

Exhibit CForm of Assignment of Patent Properties Agreement

(See attached.)

Exhibit D

Invention Assignment, Confidentiality and Non-Solicitation Agreement

(See attached.)

Exhibit EForm of Obligations Agreement

(See attached.)

CONVERTIBLE PROMISSORY NOTE

\$5,000,000.00 USD

October 9, 2023

FOR VALUE RECEIVED, and subject to the terms and conditions set forth herein, DapIT NA, LLC (the "**Borrower**") hereby unconditionally promises to pay to the order of the Sellers as defined in that certain Stock Purchase Agreement (the "**SPA**"), dated as of October 6, 2023, by and among the Borrower, Mr. Owen Newport, Felix Payment Systems Ltd. ("**PayFelix**") and the other parties thereto (the Sellers shall be referred to herein as the "**Noteholder**," and together with the Borrower, the "**Parties**"), the principal amount of Five Million Dollars (\$5,000,000.00) (the "**Loan**"), together with all accrued interest thereon, as provided in this Convertible Promissory Note (the "**Note**").

1. Payments; Prepayments.

1.1 Payments. The Borrower shall pay all amounts outstanding under this Note to the Noteholder, including principal and any accrued interest thereon in a full single lump-sum payment, on October 8, 2026. The Borrower shall make such payment to Mr. Newport in his capacity as the Sellers' Representative, and Mr. Newport will distribute such payment among the Sellers proportionally to their ownership of the Shares as defined in the SPA or in such other proportion mutually agreed to by the Sellers.

1.2 Optional Prepayments. The Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium.

2. Interest.

2.1 Except as provided in Section 2.2, the outstanding principal amount of the Loan shall bear simple interest at the rate of 10%, calculated per annum, accruing only from and after such time once all of the existing debt (as of the date hereof) held by PayFelix and owing to the Borrower is paid in full, as mutually determined by the parties hereto. All computations of interest shall be made on the basis of 365 or 366 days, as the case may be and the actual number of days elapsed.

2.2 If any amount payable hereunder is not paid when due, whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the rate set forth in Section 2.1 *plus* 5%.

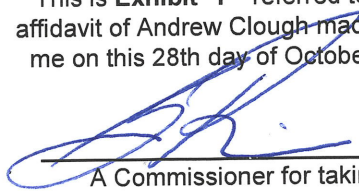
3. Payment Mechanics.

3.1 Manner of Payments. All payments of interest and principal shall be made in lawful money of the United States of America no later than 12:00 p.m. on the date on which such payment is due by cashier's check, certified check, or by wire transfer of immediately available funds to the Noteholder's account at a bank specified by the Noteholder in writing to the Borrower from time to time.

3.2 Application of Payments. All payments made hereunder shall be applied first to the payment of any fees or charges outstanding hereunder, second to accrued interest, and third to the payment of the principal amount outstanding under the Note.

3.3 Rescission of Payments. If at any time any payment made by the Borrower under this Note is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or

This is Exhibit "F" referred to in the affidavit of Andrew Clough made before me on this 28th day of October, 2025


A Commissioner for taking
Affidavits in British Columbia

reorganization of the Borrower or otherwise, the Borrower's obligation to make such payment shall be reinstated as though such payment had not been made.

4. Convertibility. Upon the mutual agreement of the parties hereto and at any time while the Note remains outstanding, the outstanding amount of unpaid principal plus interest may be converted, in part or entirely, into common equity interests of the Borrower at the then (conversion date) fair market value of the common equity interest of the Borrower.

5. Representations and Warranties. The Borrower hereby represents and warrants to the Noteholder on the date hereof as follows:

5.1 Power and Authority. The Borrower has the power and authority, and the legal right, to execute and deliver this Note and to perform its obligations hereunder and thereunder.

5.2 Authorization, Execution and Delivery. The execution and delivery of this Note by the Borrower and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary limited liability company action in accordance with all applicable laws. The Borrower has duly executed and delivered this Note and this Note represents the valid and legally binding obligation of the Borrower enforceable against him in accordance with its terms.

6. Events of Default. The occurrence of any of the following events or circumstances, which continues and remains uncured for fourteen (14) days following written notice from Noteholder to Borrower, shall constitute an event of default ("**Event of Default**") hereunder:

6.1 The Borrower fails to pay any amount due hereunder when due;

6.2 Any representation or warranty made or deemed made by the Borrower to the Noteholder herein is incorrect in any material respect on the date as of which such representation or warranty was made or deemed made;

6.3 The Borrower commences any case, proceeding or other action (i) under any existing or future law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (ii) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Borrower makes a general assignment for the benefit of its creditors;

6.4 There is commenced against the Borrower any case, proceeding or other action of a nature referred to in Section 6.3 above which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged or unbonded for a period of ninety (90) days;

6.5 There is commenced against the Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, or stayed or bonded pending appeal within ninety (90) days from the entry thereof; or

6.6 The Borrower is generally not, or shall be unable to, or admits in writing its inability to, pay its debts as they become due.

7. Remedies. Upon the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, the Noteholder may at its option, by written notice to the Borrower (a) declare the entire principal amount of this Note, together with all accrued interest thereon and all other amounts payable hereunder, immediately due and payable and/or (b) exercise any or all of its rights, powers or remedies under applicable law.

8. Miscellaneous.

8.1 Notices. All notices, payments (except for wire transfers) and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid..

8.2 No Waiver; Cumulative Remedies. The Noteholder shall not by any act (except by a written instrument signed by the Noteholder), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

8.3 Amendments. None of the terms or provisions of this Note may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Borrower therefrom shall be effective unless the same shall be in writing and signed by the Parties, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

8.4 Governing Law; WAIVER OF JURY TRIAL. This Note and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Note and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS NOTE.

8.5 Counterparts; Integration. This Note and any amendments, waivers, consents or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. This Note constitutes the entire contract between the Parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Note. Notwithstanding the foregoing provisions of this Section 8.5, the original of this Note shall promptly be delivered to the Noteholder.

8.6 Successors and Assigns. This Note and the rights and obligations hereunder may not be assigned or transferred without the prior written consent of the other Party. This Note shall inure to the benefit of, and be binding upon, the Parties and their permitted assigns.

8.7 Waiver of Notice. Except for any notice required pursuant to any provision of Section 6 of this Note, Borrower hereby waives demand for payment, presentment for payment, protest, notice

of payment, notice of dishonor, notice of nonpayment, notice of acceleration of maturity and diligence in taking any action to collect sums owing hereunder.

8.8 Severability. If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Note as of the date first set forth above.

BORROWER:

DapIT NA, LLC

DocuSigned by:
By: Steve Hall
Name: Steve Hall
Title: Authorized Signatory

Acknowledged and accepted by:

NOTEHOLDER:

By: _____
Name: Owen Newport
Title: Sellers' Representative

CONVERTIBLE PROMISSORY NOTE

\$5,000,000.00 USD

October 9, 2023

FOR VALUE RECEIVED, and subject to the terms and conditions set forth herein, DapIT NA, LLC (the “**Borrower**”) hereby unconditionally promises to pay to the order of the Sellers as defined in that certain Stock Purchase Agreement (the “**SPA**”), dated as of October 6, 2023, by and among the Borrower, Mr. Owen Newport, Felix Payment Systems Ltd. (“**PayFelix**”) and the other parties thereto (the Sellers shall be referred to herein as the “**Noteholder**,” and together with the Borrower, the “**Parties**”), the principal amount of Five Million Dollars (\$5,000,000.00) (the “**Loan**”), together with all accrued interest thereon, as provided in this Convertible Promissory Note (the “**Note**”).

1. Payments; Prepayments.

1.1 Payments. The Borrower shall pay all amounts outstanding under this Note to the Noteholder, including principal and any accrued interest thereon in a full single lump-sum payment, on October 8, 2026. The Borrower shall make such payment to Mr. Newport in his capacity as the Sellers’ Representative, and Mr. Newport will distribute such payment among the Sellers proportionally to their ownership of the Shares as defined in the SPA or in such other proportion mutually agreed to by the Sellers.

1.2 Optional Prepayments. The Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium.

2. Interest.

2.1 Except as provided in Section 2.2, the outstanding principal amount of the Loan shall bear simple interest at the rate of 10%, calculated per annum, accruing only from and after such time once all of the existing debt (as of the date hereof) held by PayFelix and owing to the Borrower is paid in full, as mutually determined by the parties hereto. All computations of interest shall be made on the basis of 365 or 366 days, as the case may be and the actual number of days elapsed.

2.2 If any amount payable hereunder is not paid when due, whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the rate set forth in Section 2.1 *plus* 5%.

3. Payment Mechanics.

3.1 Manner of Payments. All payments of interest and principal shall be made in lawful money of the United States of America no later than 12:00 p.m. on the date on which such payment is due by cashier’s check, certified check, or by wire transfer of immediately available funds to the Noteholder’s account at a bank specified by the Noteholder in writing to the Borrower from time to time.

3.2 Application of Payments. All payments made hereunder shall be applied first to the payment of any fees or charges outstanding hereunder, second to accrued interest, and third to the payment of the principal amount outstanding under the Note.

3.3 Rescission of Payments. If at any time any payment made by the Borrower under this Note is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or

reorganization of the Borrower or otherwise, the Borrower's obligation to make such payment shall be reinstated as though such payment had not been made.

4. Convertibility. Upon the mutual agreement of the parties hereto and at any time while the Note remains outstanding, the outstanding amount of unpaid principal plus interest may be converted, in part or entirely, into common equity interests of the Borrower at the then (conversion date) fair market value of the common equity interest of the Borrower.

5. Representations and Warranties. The Borrower hereby represents and warrants to the Noteholder on the date hereof as follows:

5.1 Power and Authority. The Borrower has the power and authority, and the legal right, to execute and deliver this Note and to perform its obligations hereunder and thereunder.

5.2 Authorization; Execution and Delivery. The execution and delivery of this Note by the Borrower and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary limited liability company action in accordance with all applicable laws. The Borrower has duly executed and delivered this Note and this Note represents the valid and legally binding obligation of the Borrower enforceable against him in accordance with its terms.

6. Events of Default. The occurrence of any of the following events or circumstances, which continues and remains uncured for fourteen (14) days following written notice from Noteholder to Borrower, shall constitute an event of default (“**Event of Default**”) hereunder:

6.1 The Borrower fails to pay any amount due hereunder when due;

6.2 Any representation or warranty made or deemed made by the Borrower to the Noteholder herein is incorrect in any material respect on the date as of which such representation or warranty was made or deemed made;

6.3 The Borrower commences any case, proceeding or other action (i) under any existing or future law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (ii) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Borrower makes a general assignment for the benefit of its creditors;

6.4 There is commenced against the Borrower any case, proceeding or other action of a nature referred to in Section 6.3 above which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged or unbonded for a period of ninety (90) days;

6.5 There is commenced against the Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, or stayed or bonded pending appeal within ninety (90) days from the entry thereof; or

6.6 The Borrower is generally not, or shall be unable to, or admits in writing its inability to, pay its debts as they become due.

7. Remedies. Upon the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, the Noteholder may at its option, by written notice to the Borrower (a) declare the entire principal amount of this Note, together with all accrued interest thereon and all other amounts payable hereunder, immediately due and payable and/or (b) exercise any or all of its rights, powers or remedies under applicable law.

8. Miscellaneous.

8.1 Notices. All notices, payments (except for wire transfers) and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid..

8.2 No Waiver; Cumulative Remedies. The Noteholder shall not by any act (except by a written instrument signed by the Noteholder), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

8.3 Amendments. None of the terms or provisions of this Note may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Borrower therefrom shall be effective unless the same shall be in writing and signed by the Parties, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

8.4 Governing Law; WAIVER OF JURY TRIAL. This Note and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Note and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS NOTE.

8.5 Counterparts; Integration. This Note and any amendments, waivers, consents or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. This Note constitutes the entire contract between the Parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Note. Notwithstanding the foregoing provisions of this Section 8.5, the original of this Note shall promptly be delivered to the Noteholder.

8.6 Successors and Assigns. This Note and the rights and obligations hereunder may not be assigned or transferred without the prior written consent of the other Party. This Note shall inure to the benefit of, and be binding upon, the Parties and their permitted assigns.

8.7 Waiver of Notice. Except for any notice required pursuant to any provision of Section 6 of this Note, Borrower hereby waives demand for payment, presentment for payment, protest, notice of

payment, notice of dishonor, notice of nonpayment, notice of acceleration of maturity and diligence in taking any action to collect sums owing hereunder.

8.8 Severability. If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Note as of the date first set forth above.

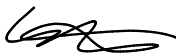
BORROWER:

DapIT NA, LLC

By: _____
Name: Steve Hall
Title: Authorized Signatory

Acknowledged and accepted by:

NOTEHOLDER:

By:  _____
Name: Owen Newport
Title: Sellers' Representative

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA, LLC

ASSIGNMENT

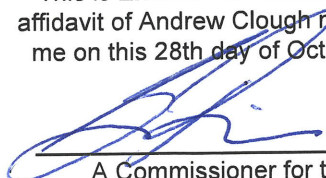
WHEREAS, **Felix Payment Systems Ltd.**, a limited liability company incorporated under the laws of Canada, with its registered address at 250 Howe Street, 20th Floor, Vancouver, Canada V6C 3R8, (the "Assignor") owns U.S. Patent Application No. 17/996,200, filed October 13, 2022, as identified in Schedule A to this Assignment (the "Patent Properties");

WHEREAS, **DapIt NA, LLC** a limited liability company incorporated under the laws of the United States of America, with its registered address at 750 Lexington Avenue, 23rd floor, New York, NY 10022, (the "Assignee") is desirous of acquiring the full and exclusive right, title, and interest in, to, and under the Patent Properties identified in Schedule A.

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents does sell, assign, and transfer to Assignee the full and exclusive right, title, and interest, throughout the world, in, to, and under the following:

- (a) the Patent Properties identified in Schedule A;
- (b) the Inventions as set forth and described in the specifications of any of the Patent Properties identified in Schedule A, including whether prepared, executed, to be executed, or not executed preparatory to obtaining one or more patents of the United States and/or countries foreign thereto and whether prepared, executed, to be executed, not executed, and/or filed as a provisional application and/or a non-provisional application;
- (c) the application(s) for the Inventions, including the applications identified in Schedule A;
- (d) any and all provisionals and non-provisionals, refilings, divisionals, continuations, and continuations-in-part of the application(s) identified in Schedule A;
- (e) any and all patents of the United States of America that may issue from the application(s), refilings, divisionals, continuations, and continuations-in-part, including the patent application identified in Schedule A;
- (f) any and all reissues, reexaminations, and extensions of the Patent Properties;
- (g) any and all applications for patent for or upon the Inventions and/or application(s) that have been as identified in Schedule A or may be filed in any and all countries foreign to the United States of America;
- (h) any and all refilings, divisionals, and continuations of the foreign-filed applications;
- (i) any and all patents of countries foreign to the United States of America that may issue from the foreign-filed applications, refilings, divisionals, and continuations and equivalent rights worldwide;

This is **Exhibit "G"** referred to in the affidavit of Andrew Clough made before me on this 28th day of October, 2025


A Commissioner for taking
Affidavits in British Columbia

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA, LLC

- (j) any and all extensions of, and additions to, the patents of countries foreign to the United States of America;
- (k) the right to apply or continue prosecution for any of the above and revive prosecution of any abandoned rights for any of the above; and
- (l) all causes of action and enforcement rights for any of the above, including all rights to pursue damages, injunctive relief, equitable relief, and other remedies and all past, present, and future damages to or for any of the above.

ALL of the above shall be held and enjoyed by **DapIt NA, LLC**, for its own use and benefit, and for its successors, legal representatives, and assigns, to the full end of the term for which the Patent(s) may be granted, and I/we do hereby authorize and request the Patent Office or other government agency in each jurisdiction to issue any patents or certificates of invention or equivalent that may be granted upon any of the above in the name of **DapIt NA, LLC**, in accordance with this Assignment.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single document. This Agreement may be executed and transmitted by facsimile or electronically, and it is the intent of the parties that a facsimile copy, photocopy or portable document format (.pdf) file or tagged image file (.tif) of any signature shall be deemed an original signature and shall have the same force and effect as an original signature.

[Signature Page Follows]

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA, LLC

IN WITNESS WHEREOF, the Assignor, by its undersigned officer, has executed this Assignment on this ____ day of _____, 20____.

FELIX PAYMENT SYSTEMS LTD.

Inventors:

Name: Owen Newport

DocuSigned by:
owen newport
63129C8DB80A402...

Name: Warren Hogg

DocuSigned by:
Warren Hogg
6E7304E703BD479...

Name: Kim Fleury

Kim Fleury Bertrand

Name: Sean Dennis

DocuSigned by:
SD
EF8126A00F8A478...

Name: Kieran Moloney

DocuSigned by:
Kieran Moloney
6738A4767E6149D...

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA, LLC

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance of this Assignment on this ____ day of _____, 20____. 12/20/2023

DapIt NA, LLC

DocuSigned by:
Frank A Cristaudo
8ACD1B414555453...

Name: Frank A Cristaudo

Title: CEO

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA, LLC

SCHEDULE A-PATENT PROPERTIES

Serial No.	Filing Date:	Country:	Title:	Status:	Issue Date:	Patent #
17/996,200	10/13/2022	US	SYSTEMS AND METHODS FOR CENTRALIZED AUTHENTICATION OF FINANCIAL TRANSACTIONS	Published		

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA LLC

ASSIGNMENT

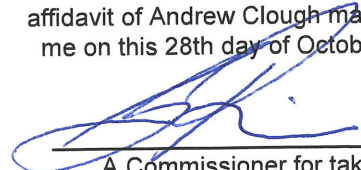
WHEREAS, **Felix Payment Systems Ltd.**, a limited liability company incorporated under the laws of Canada, with its registered address at 250 Howe Street, 20th Floor, Vancouver, Canada V6C 3R8, (the "Assignor") owns U.S. Patent Application No. 17/996,200, filed October 13, 2022, as identified in Schedule A to this Assignment (the "Patent Properties");

WHEREAS, **DapIt NA LLC** a limited liability company incorporated under the laws of the United States of America, with its registered address at 750 Lexington Avenue, 23rd floor, New York, NY 10022, (the "Assignee") is desirous of acquiring the full and exclusive right, title, and interest in, to, and under the Patent Properties identified in Schedule A.

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents does sell, assign, and transfer to Assignee the full and exclusive right, title, and interest, throughout the world, in, to, and under the following:

- (a) the Patent Properties identified in Schedule A;
- (b) the Inventions as set forth and described in the specifications of any of the Patent Properties identified in Schedule A, including whether prepared, executed, to be executed, or not executed preparatory to obtaining one or more patents of the United States and/or countries foreign thereto and whether prepared, executed, to be executed, not executed, and/or filed as a provisional application and/or a non-provisional application;
- (c) the application(s) for the Inventions, including the applications identified in Schedule A;
- (d) any and all provisionals and non-provisionals, refilings, divisionals, continuations, and continuations-in-part of the application(s) identified in Schedule A;
- (e) any and all patents of the United States of America that may issue from the application(s), refilings, divisionals, continuations, and continuations-in-part, including the patent application identified in Schedule A;
- (f) any and all reissues, reexaminations, and extensions of the Patent Properties;
- (g) any and all applications for patent for or upon the Inventions and/or application(s) that have been as identified in Schedule A or may be filed in any and all countries foreign to the United States of America;
- (h) any and all refilings, divisionals, and continuations of the foreign-filed applications;
- (i) any and all patents of countries foreign to the United States of America that may issue from the foreign-filed applications, refilings, divisionals, and continuations and equivalent rights worldwide;

This is **Exhibit "H"** referred to in the affidavit of Andrew Clough made before me on this 28th day of October, 2025



A Commissioner for taking
Affidavits in British Columbia

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA LLC

- (j) any and all extensions of, and additions to, the patents of countries foreign to the United States of America;
- (k) the right to apply or continue prosecution for any of the above and revive prosecution of any abandoned rights for any of the above; and
- (l) all causes of action and enforcement rights for any of the above, including all rights to pursue damages, injunctive relief, equitable relief, and other remedies and all past, present, and future damages to or for any of the above.

ALL of the above shall be held and enjoyed by **DapIt NA LLC**, for its own use and benefit, and for its successors, legal representatives, and assigns, to the full end of the term for which the Patent(s) may be granted, and I/we do hereby authorize and request the Patent Office or other government agency in each jurisdiction to issue any patents or certificates of invention or equivalent that may be granted upon any of the above in the name of **DapIt NA LLC**, in accordance with this Assignment.

IN WITNESS WHEREOF, the Assignor, by its undersigned officer, has executed this Assignment on this 5 day of January, 2024.

FELIX PAYMENT SYSTEMS LTD.

DocuSigned by:



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Print Name: Steve Hall

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA LLC

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance of this Assignment on this 5 day of January, 20Year24

DapIt NA LLC

DocuSigned by:

Steve Hall

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Print Name: Steve Hall

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA LLC

SCHEDULE A-PATENT PROPERTIES

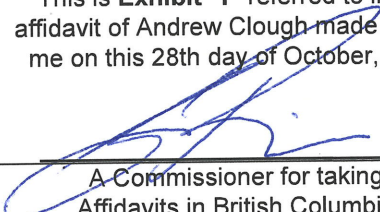
Serial No.	Filing Date:	Country:	Title:	Status:	Issue Date:	Patent #
17/996,200	10/13/2022	US	SYSTEMS AND METHODS FOR CENTRALIZED AUTHENTICATION OF FINANCIAL TRANSACTIONS	Published		

PATENT ASSIGNMENT COVER SHEET

76

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8373400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FELIX PAYMENT SYSTEMS LTD.	01/05/2024
RECEIVING PARTY DATA	
Name:	DAPIT NA LLC
Street Address:	750 LEXINGTON AVENUE
Internal Address:	23RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17996200
This is Exhibit "I" referred to in the affidavit of Andrew Clough made before me on this 28th day of October, 2025	
 A Commissioner for taking Affidavits in British Columbia	
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	816-753-1000
Email:	hla@polsinelli.com, uspt@polsinelli.com
Correspondent Name:	POLSINELLI PC
Address Line 1:	PO BOX 140310
Address Line 4:	KANSAS CITY, MISSOURI 64114-0310
ATTORNEY DOCKET NUMBER:	124777-782513
NAME OF SUBMITTER:	PETER G. THURLOW
SIGNATURE:	/Peter G. Thurlow/
DATE SIGNED:	01/10/2024
Total Attachments: 4	
source=Signed Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA LLC#page1.tif	
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source=Signed Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA LLC#page3.tif	
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Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA LLC

ASSIGNMENT

WHEREAS, **Felix Payment Systems Ltd.**, a limited liability company incorporated under the laws of Canada, with its registered address at 250 Howe Street, 20th Floor, Vancouver, Canada V6C 3R8, (the “Assignor”) owns U.S. Patent Application No. 17/996,200, filed October 13, 2022, as identified in Schedule A to this Assignment (the “Patent Properties”);

WHEREAS, **DapIt NA LLC** a limited liability company incorporated under the laws of the United States of America, with its registered address at 750 Lexington Avenue, 23rd floor, New York, NY 10022, (the “Assignee”) is desirous of acquiring the full and exclusive right, title, and interest in, to, and under the Patent Properties identified in Schedule A.

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents does sell, assign, and transfer to Assignee the full and exclusive right, title, and interest, throughout the world, in, to, and under the following:

- (a) the Patent Properties identified in Schedule A;
- (b) the Inventions as set forth and described in the specifications of any of the Patent Properties identified in Schedule A, including whether prepared, executed, to be executed, or not executed preparatory to obtaining one or more patents of the United States and/or countries foreign thereto and whether prepared, executed, to be executed, not executed, and/or filed as a provisional application and/or a non-provisional application;
- (c) the application(s) for the Inventions, including the applications identified in Schedule A;
- (d) any and all provisionals and non-provisionals, refilings, divisionals, continuations, and continuations-in-part of the application(s) identified in Schedule A;
- (e) any and all patents of the United States of America that may issue from the application(s), refilings, divisionals, continuations, and continuations-in-part, including the patent application identified in Schedule A;
- (f) any and all reissues, reexaminations, and extensions of the Patent Properties;
- (g) any and all applications for patent for or upon the Inventions and/or application(s) that have been as identified in Schedule A or may be filed in any and all countries foreign to the United States of America;
- (h) any and all refilings, divisionals, and continuations of the foreign-filed applications;
- (i) any and all patents of countries foreign to the United States of America that may issue from the foreign-filed applications, refilings, divisionals, and continuations and equivalent rights worldwide;

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA LLC

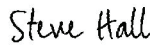
- (j) any and all extensions of, and additions to, the patents of countries foreign to the United States of America;
- (k) the right to apply or continue prosecution for any of the above and revive prosecution of any abandoned rights for any of the above; and
- (l) all causes of action and enforcement rights for any of the above, including all rights to pursue damages, injunctive relief, equitable relief, and other remedies and all past, present, and future damages to or for any of the above.

ALL of the above shall be held and enjoyed by **DapIt NA LLC**, for its own use and benefit, and for its successors, legal representatives, and assigns, to the full end of the term for which the Patent(s) may be granted, and I/we do hereby authorize and request the Patent Office or other government agency in each jurisdiction to issue any patents or certificates of invention or equivalent that may be granted upon any of the above in the name of **DapIt NA LLC**, in accordance with this Assignment.

IN WITNESS WHEREOF, the Assignor, by its undersigned officer, has executed this Assignment on this 5 day of January, 2024.

FELIX PAYMENT SYSTEMS LTD.

DocuSigned by:



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Print Name: Steve Hall

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA LLC

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance of this Assignment on this 5 day of January, 20 Year24

DapIt NA LLC

DocuSigned by:

Steve Hall

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Print Name: Steve Hall

Assignment of Patent Properties from Felix Payment Systems Ltd. to DapIt NA LLC

SCHEDULE A-PATENT PROPERTIES

Serial No.	Filing Date:	Country:	Title:	Status:	Issue Date:	Patent #
17/996,200	10/13/2022	US	SYSTEMS AND METHODS FOR CENTRALIZED AUTHENTICATION OF FINANCIAL TRANSACTIONS	Published		