

Updated: October 22, 2024

SOFTWARE AS A SERVICE AGREEMENT

This software as a service agreement ("**Agreement**") and any Order Forms executed and incorporated herein by the Parties will govern the provision of the Services to the Customer as described in the Order Form and/or this Agreement by OneVest Technologies Inc. ("**OneVest**"). Customer may request additional Services by submitting a separate Order Form(s). This Agreement will commence on the Effective Date of Customer's first executed Order Form and will continue until otherwise terminated in accordance with this Agreement.

SECTION 1. **DEFINITIONS**

1.1 **Definitions.** Terms not otherwise defined in this Agreement will have the meanings set out in this Section:

- (a) "**Access Credentials**" means any user name, identification number, password, license or security key, security token, personal identification number (PIN) or other security code, method, technology, or device used alone or in combination, to verify a Person's identity and authorization to access and use the Services.
- (b) "**Account**" means an account established and managed by Customer for a User or Profile to obtain Services.
- (c) "**Affiliate**" means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity or one or more of the other Affiliates of that entity (or a combination thereof). For the purposes of this definition, an entity shall control another entity if the first entity:
 - (i) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity; or
 - (ii) has the ability to elect a majority of the directors of the other entity.
- (d) "**AML Requirements**" means all:
 - (i) Applicable Laws relating to money laundering or the funding of terrorist activities, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), Parts II.1 and XII.2 of the Criminal Code (Canada), and the Financial Transactions Reporting and Analysis Centre of Canada ("**FINTRAC**") Guidelines;
 - (ii) Sanctions lists or schedules maintained under the Special Economic Measures Act (Canada), the United Nations Act (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada) or the Criminal Code (Canada), the Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law) (Canada) or on any other similar list published by Governmental Authority; or sanction, directive or other action by Foreign Affairs and International Trade Canada, IIROC or any other Governmental Authority regarding terrorism, money laundering or sanctions (economic or otherwise) ("**Sanction Laws**"); and
 - (iii) Applicable Laws relating to scanning and reporting and other obligations related to politically exposed persons or heads of international organizations.
- (e) "**Anonymized Data**" has the meaning set out in Section 2.9.
- (f) "**Applicable Law(s)**" means any law, rule, statute, regulation, order, judgment, decree, treaty, directive or other requirement in force at any time during the Term which applies to or is otherwise intended to govern or regulate a Party, property, transaction, activity, event or other matter including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental Authority. For greater certainty, Applicable Law includes: Privacy Laws; Sanction Laws; *National Instrument 31-103 - Registration Requirements, Exemptions and Ongoing Registrant Obligations*; any standards issued or published by an organization, association or scheme that governs, regulates, issues or publishes codes or standards that applies to the Services or to Customer's or OneVest's business or operation (including any voluntary or participatory codes and other standards).

- (g) **“Assets Under Management”** or **“AUM”** means the total combined market value of Users’ and their Profiles’ assets managed by Customer.
- (h) **“Assets Under Administration”** or **“AUA”** means the total combined market value of Users’ and their Profiles’ assets administered by Customer.
- (i) **“Business Day”** means any day other than Saturday, Sunday or a statutory holiday in Ontario, Canada, for the duration of OneVest business hours. OneVest business hours are between the hours of 09:00 and 17:00 EST.
- (j) **“Claim”** has the meaning set out in Section 14.1.
- (k) **“Confidential Information”** means all information of a confidential or proprietary nature in any medium or format, whether or not marked or described as “confidential”, of or which relates to a Party or any of its Affiliates (collectively, the **“Disclosing Party”**) provided to the other Party or to any of its Affiliates (collectively, the **“Receiving Party”**) in the course of the dealings relating to this Agreement including, without limitation, technical, financial or business information, CustomerData, data, ideas, concepts or know-how. Confidential Information shall not include any information which: (a) is or becomes publicly known through no wrongful act or failure to act on the part of the Receiving Party; (b) is rightfully obtained by the Receiving Party, free from any obligation of confidence, from a third party which has represented to the Receiving Party that such source is entitled to disclose that information; (c) is known to the Receiving Party prior to such information having been furnished to the Receiving Party in the course of the dealings relating to this Agreement and was not subject to any confidentiality obligation on the part of the Receiving Party; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information;
- (l) **“Customer”** means the “Customer” as defined and set out in the applicable Order Form.
- (m) **“Customer Data”** has the meaning set out in Section 2.8.
- (n) **“Customer Platform”** means Customer’s solutions offerings which include or make available the Services.
- (o) **“Documentation”** means any manuals, instructions or other documents or materials that OneVest provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services or Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- (p) **“Effective Date”** means the “Effective Date” as defined and set out in the applicable Order Form.
- (q) **“Fees”** has the meaning set out in Section 7.1.
- (r) **“Governmental Authority”** means: any government, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, crown corporation, or court or other law, rule or regulation-making entity; and any governmental authority or other entity having jurisdiction over OneVest, Customer or any Person, property, transaction, activity, event or other matter related to this Agreement.
- (s) **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, trojan horse, worm, backdoor, malware, or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (i) computer, software, firmware, hardware, system, or network; or (ii) application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any User from accessing or using the Services or Systems as intended by this Agreement.
- (t) **“Intellectual Property”** means anything that is or may be protected by any Intellectual Property Right such as, but not limited to, works, performances, discoveries, inventions, trade-marks (including trade names and service marks), domain names, industrial designs, trade secrets, data, tools, templates, technology (including software in executable code and source code format), documents or any other information, data or materials and the expression of the foregoing, Confidential Information as applicable, mask work and integrated circuit topographies.

- (u) **"Intellectual Property Right"** means any and all current and future worldwide intellectual and industrial property rights including, without limitation, all patent rights, copyrights, trade-mark rights, and rights to trade secrets and know-how.
- (v) **"Marks"** means, in respect of a Party, such Party's trademarks, branding and other Marks including as may be set out in an Order Form.
- (w) **"Materials"** means the Services, Specifications, Documentation and Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software, and other technologies, and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by OneVest or any subcontractor used by OneVest in connection with the Services or otherwise comprise or relate to the Services or Systems. For the avoidance of doubt, Materials include Anonymized Data and any information, data, or other content derived from OneVest's monitoring of Customer's access to or use of the Services, but do not include Customer Data.
- (x) **"Order Form"** means an order form for services entered into between OneVest and Customer which incorporates by reference the terms of this Agreement.
- (y) **"Party"** means OneVest or Customer, as context indicates, and **"Parties"** means all of them.
- (z) **"Person"** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative or Governmental Authority.
- (aa) **"Personal Information"** means information about an identifiable individual or other information that is subject to any Privacy Laws.
- (bb) **"Privacy Laws"** means Applicable Laws related to privacy, data protection, credit reporting, information security, confidentiality or data breach notification, including but not limited to: the *Personal Information Protection and Electronic Documents Act, SC 2000, c 5*; the *Personal Information Protection Act, SA 2003, c P-6.5*; the *Personal Information Protection Act, SBC 2003, c 63*; and *An Act respecting the protection of personal information in the private sector, R.S.Q., c. P-39.1*.
- (cc) **"Process"** means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, and "Processing" and "Processed" have correlative meanings.
- (dd) **"Profile"** means a profile created for a single Person on the Systems to access the Services which is managed by a User that contains information including but not limited to User Data and for whom access to the Services under the rights granted to Customer pursuant to this Agreement has been purchased hereunder;
- (ee) **"Security Incident"** means any act, omission or event that has caused or may reasonably cause unauthorized access to, disclosure of, or Handling of, or loss of or inability to access or account for the Software, technology systems, Intellectual Property, Confidential Information (including Personal Information) of a Party or facilities which house or are used in connection with the foregoing, including or a breach of a Party's security safeguards that compromises or is reasonably likely to compromise any security or confidentiality obligations under this Agreement.
- (ff) **"Services"** means the software-as-a-service services as further described in Schedule "A" and in the applicable Order Form.
- (gg) **"Specifications"** means the specifications for the Services set forth in Appendix "A" and Appendix "B" attached to the Order Form.
- (hh) **"Systems"** means the technology used by or on behalf of OneVest in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by OneVest or through the use of third-party services.
- (ii) **"Term"** has the meaning set out in Section 4.1.

- (jj) **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to OneVest.
- (kk) **"User"** means any Person represented by a Profile who has contracted with Customer to use Customer's Platform and the Services thereunder.
- (ll) **"User Data"** means all information regarding a User or Profile collected or provided through the Customer Platform or Systems in connection with the Services or Accounts.

SECTION 2. SERVICES

- 2.1 **Scope of Services.** OneVest shall provide the Services to Customer in accordance with the terms and conditions of this Agreement.
- 2.2 **Access and Use.** Subject to and conditioned on Customer's and its Users and their Profiles compliance with the terms and conditions of this Agreement, OneVest hereby grants Customer (including its authorized employees, consultants, contractors, and agents acting on Customer's behalf) a non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the Term, solely for use by Users to manage their Profiles in accordance with the terms and conditions herein. Such use is limited to Customer's, User's and their Profiles internal use.
- 2.3 **Documentation Licence.** OneVest hereby grants to Customer (including its authorized employees, consultants, contractors, and agents acting on Customer's behalf) and its Users a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's and its User's internal business purposes in connection with their use of the Services.
- 2.4 **Service and System Control.** Except as otherwise expressly provided in this Agreement, as between the Parties:
 - (a) OneVest has and will retain sole control over the operation, provision, maintenance, and management of the Materials; and
 - (b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Platform.
 - (c) Customer has sole responsibility for all access to and use of the Materials by any Person, including Users and Profiles, in connection with this Agreement, whether through the Customer Platform or the Systems or otherwise, including any:
 - (i) information, instructions, or materials provided by any of them to the Services or OneVest;
 - (ii) results obtained from any use of the Materials; and
 - (iii) conclusions, decisions, or actions based on such use.
- 2.5 **Exclusivity.** Customer acknowledges and agrees that, for the Term of this Agreement, OneVest shall be the exclusive provider of the Services to Customer. During the Term of this Agreement, Customer shall not perform itself or obtain from a third party any services that are the same as or substantially similar to the Services.
- 2.6 **Affiliates.** Customer acknowledges and agrees that OneVest has made the Services available exclusively to Customer and they shall not apply to any Customer Affiliates except as otherwise expressly agreed to in writing by OneVest, and provided that such Customer Affiliate agrees in writing to be bound by the terms and conditions set forth in this Agreement as though it were Customer hereunder. Customer acknowledges and agrees that in such circumstance, Customer shall be liable for its Affiliate's acts, failures to act, default or negligence including being liable for the payment of all amounts due under a purchase order issued by a Customer Affiliate.
- 2.7 **Restrictions on Use.** Customer agrees that it shall not and shall not permit or enable Users, Profiles, or others to:

- (a) transfer, sell, lease, license, sublicense, distribute, disclose or make available or permit access to or use the Services or Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement;
- (b) alter, modify, adapt, create derivative works based on, translate, deface, or reverse engineer, decompile or disassemble any of the Services or Materials;
- (c) use any aspect of the Services or Materials for purposes of competitive analysis of the Services or Materials, to create, market or distribute any product or service that is competitive with the Services, or any other purpose that is to OneVest's detriment or commercial disadvantage;
- (d) input, upload, transmit, or otherwise provide to or through the Services or Systems any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code; or
- (e) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Systems, or OneVest's provision of services to any third party, in whole or in part;
- (f) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other Intellectual Property or proprietary rights notices from any Services or Materials, including any copy thereof;
- (g) access or use the Services or Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any Applicable Law;.

2.8 License to Use Customer Data. For the Term of this Agreement, Customer hereby grants to OneVest a royalty-free, non-exclusive, non-transferrable license to use, copy, store and display all data, files, documentation or any other information that Customer may provide in connection with the Services, including but not limited to User Data ("**Customer Data**") solely and exclusively for the purpose of enabling OneVest to perform its obligations under this Agreement. OneVest shall only use the Customer Data in accordance with the license granted hereunder and only for the purpose by which it was made available under this Agreement.

2.9 De-Identified Data. OneVest may retain and use Customer Data in an anonymized and de-identified form ("**Anonymized Data**"). Customer hereby unconditionally and irrevocably grants to OneVest an assignment of all right, title, and interest in and to the Anonymized Data, including all Intellectual Property Rights relating thereto

2.10 Subcontracting. OneVest may engage any subcontractor in the fulfilment of its obligations under this Agreement, provided that OneVest will be fully liable for any and all breaches of this Agreement even if such breach resulted from an act or omission of any subcontractor. Upon request, OneVest will provide a written notice to Customer regarding its use of subcontractors sufficient for Customer to take any necessary actions prescribed by Applicable Law.

2.11 Suspension. Notwithstanding anything to the contrary in this Agreement, OneVest may temporarily suspend Customer's access to any portion or all of the Services if: (i) OneVest reasonably determines that (A) there is a threat or attack on any of the Intellectual Property, (B) Customer's or any User's or any Profile's use of the Services poses a security risk to the Intellectual Property or to any other customer or vendor of OneVest, (C) Customer or any User or Profile is using the Services for fraudulent or illegal activities, (D) subject to Applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (E) OneVest's provision of the Services to Customer or a User or Profile is prohibited by Applicable Law; or (ii) any vendor of OneVest has suspended or terminated OneVest's access to or use of any third-party services or products required to enable Customer to access the Services. OneVest shall use commercially reasonable efforts to provide written notice of any suspension to Customer and to provide updates regarding resumption of access to the Services following any suspension. OneVest shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the suspension is cured. OneVest will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or a User or Profile may incur as a result of a suspension.

SECTION 3. CUSTOMER OBLIGATIONS

- 3.1** User Onboarding. Customer will onboard Users and their Profiles. As part of its onboarding obligations, Customer will be responsible for, among other things, User Data collection, collection of all information and consents required from User and their Profiles under this Agreement and for use of the Services, disclosure to Users and their Profiles of all Applicable Laws and other requirements related to this Agreement and their use of the Services including but not limited to fraud and AML Requirements.
- 3.2** Screens and Checks. Customer will obtain and use applicable User and Profile information to perform relevant fraud and AML Requirement checks, including those required by Sanctions Laws, and any other screens and checks as required by Applicable Laws.
- 3.3** KYC. Customer will maintain up-to-date Know-Your-Customer investment suitability information applicable to its Users and their Profiles in accordance with AML Requirements and Applicable Laws.
- 3.4** Portfolio and Client Management. Customer will be responsible for portfolio management, trading, investment decisions, compliance and all duties related to onboarding, servicing and management of all Accounts, including complying with all AML Requirements and Applicable Laws.
- 3.5** Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 2.7, Customer shall, and shall cause its Users and their Profiles to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify OneVest of any such actual or threatened activity.
- 3.6** Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any User or Profile in connection with the Services; (c) Customer Platform; (d) the security and use of Access Credentials of Customer and its Users; and (e) all access to and use of the Services and Materials directly or indirectly by or through the Customer Platform or its or its Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

SECTION 4. TERM

- 4.1** Term and Renewal. This Agreement shall commence on the Effective Date and continue for the duration specified on the applicable Order Form, including any renewals set out therein (the "**Term**"), unless earlier terminated as provided herein.

SECTION 5. TERMINATION

- 5.1** Insolvency. Either Party may terminate this Agreement, upon written notice to the other Party, if such other Party is subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without the other Party's consent, if the other Party assigns its property to its creditors or performs any other act of bankruptcy or if the other Party becomes insolvent and cannot pay its debts when they are due.
- 5.2** Material Breach. In addition to any other rights and remedies available to it, either Party may immediately terminate this Agreement in the event of material breach by the other Party of its obligations hereunder, including any of the representations, warranties and covenants hereunder, provided that such breach is not cured within thirty (30) days of notification by the non-breaching Party of such breach.
- 5.3** Effect of Termination. In the event of a termination of this Agreement, (i) the rights, licences, consents, and authorizations granted by one Party to the other under this Agreement will immediately cease; (ii) OneVest shall issue Customer an invoice for all accrued Fees which shall be immediately due upon Customer's receipt of the final invoice; (iii) Customer will immediately cease all use of the Materials including the Services, and will delete, destroy or return any Materials or Confidential Information provided by OneVest in connection with this Agreement within sixty (60) days; and (iv) at the request of Customer, and subject to any requirements under Applicable Laws and except for Anonymized Data, OneVest will, in its sole discretion, return or destroy all Confidential Information of the Customer within sixty (60) days, provided that OneVest may retain such Confidential Information in its backups, archives, and disaster recovery systems until such Confidential Information is deleted in the ordinary course.

SECTION 6. CHANGES TO THE SERVICES

- 6.1** Changes. Customer acknowledges and agrees that OneVest may, at any time upon no less than fifteen (15) days' notice to Customer, make changes to the nature and scope of the Services that it deems necessary or useful to: (i) maintain or enhance (A) the quality or delivery of the Services to OneVest's customers, (B) the competitive strength of or market for the Services or (C) the cost efficiency or performance of the Services; or (ii) to comply with Applicable Laws.
- 6.2** Change Requests. Customer may, at any time and from time to time, request additions, deletions, amendments or any other changes to the Services (a "**Change Request**"). OneVest shall respond within fifteen (15) days of receipt of the Change Request indicating whether, in its discretion, it is able to comply with the request, and provide, if applicable, a Statement of Work containing costs and other changes to this Agreement required to comply with such request.
- 6.3** Customer Changes. Customer acknowledges and agrees that OneVest will be highly dependent on Customer's maintenance of the Customer Platform. Customer will not make any changes to the Customer Platform which will or may reasonably materially affect the ability of or manner in which OneVest performs the Services or any parts thereof or materially adversely affects Users or Profiles.

SECTION 7. FEES

- 7.1** Fees. For the purposes of this Agreement, "**Fees**" means, collectively all fees set out on an applicable Order Form. OneVest will invoice the Fees monthly in advance and Customer will pay the Fees within 30 days of the invoice date. Unless otherwise set out in the applicable Order Form, Customer will make all payments hereunder in Canadian dollars. If Customer fails to make any payment when due, without limiting OneVest's other rights and remedies OneVest may charge interest on the past due amount at the Prime Rate, calculated and accrued monthly starting on the thirty-first (31st) day after the invoice date until the date payment is made. Customer's obligation to pay all Fees is non-cancellable.
- 7.2** Additional Pricing Provisions. Notwithstanding anything to the contrary, OneVest may, upon 90 days' prior written notice to Customer, increase Fees or establish an alternative Fee structure effective upon the first day of any Renewal Term.
- 7.3** Taxes. Each Party shall be liable for its own taxes based upon net income, capital or gross receipts. All prices and license fees are exclusive of all applicable taxes such as national, state or local sales, use, value added or other taxes, customs duties, or similar tariffs and fees.
- 7.4** Responsibility for Costs.
- (a) As between OneVest and Customer, Customer will be solely responsible for the costs of:
- (i) any AML Requirements as it relates to User and Profile onboarding on or through the Customer Platform or Systems to access the Services;
 - (ii) software development and maintenance for the Customer Platform;
 - (iii) any third-party vendor, data and services cost;
 - (iv) Customer's own advertising and marketing related to promoting the Services;
 - (v) any cost related to servicing Users and their Profiles, including as it pertains to the Customer Platform offerings;
 - (vi) any regulatory and legal fees as it pertains to the Customers Platform and business;
 - (vii) any trading, custody, administration cost as it relates to portfolio and investment management of Users and their Profiles; and
 - (viii) the return or destruction of any Confidential Information upon termination of this Agreement.
- (b) Except as expressly set out in this section and, if applicable, on an Order Form, each Party will be responsible for the costs of providing its own services and conducting its activities in respect of the Services.

SECTION 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 8.1** Mutual. Each Party represents and warrants that:
- (a) its execution and delivery of this Agreement has been duly authorized by all necessary corporate action;
 - (b) it is duly incorporated, organized, has and will have full and sufficient right, title or authority to enter into and perform its obligations and grant the rights and licenses under this Agreement; and

- (c) it will obtain and maintain its own insurance in amounts and with coverage commensurate to the risks under this agreement, including commercial liability and technology liability insurance.

8.2 Customer. Customer represents and warrants that:

- (a) Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Confidential Information or other information provided under this Agreement so that, as received by OneVest and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any Applicable Law;
- (b) its execution and performance of this Agreement does not breach any duty it owes, contractual or otherwise, to any third party; and
- (c) it will comply with all Applicable Laws in the execution and performance of this Agreement and use of the Materials.

8.3 Breach. The failure of any of the above representations, warranties and covenants to be accurate at any time during the Term shall constitute a material breach of this Agreement.

8.4 DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ONEVEST MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY NATURE, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS RESPECTING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ARISING BY STATUTE, OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. ONEVEST DOES NOT WARRANT THAT THE PROVISION OF THE SERVICES TO CUSTOMER WILL BE UNINTERRUPTED OR ERROR-FREE.

SECTION 9. CONFIDENTIALITY

9.1 Protection of Confidential Information. Receiving Party shall: (a) hold all Confidential Information of Disclosing Party in confidence; (b) not use or copy such Confidential Information except for purposes of and as permitted by this Agreement; (c) not disclose such Confidential Information or the provisions of this Agreement except to its directors, officers, employees or agents who have a need to know such information for purposes of and as permitted by this Agreement. Each Party agrees to protect Confidential Information using the same means it uses to protect its own confidential information of a like nature, but in any event, not less than reasonable means, taking into consideration the sensitivity and nature of the Confidential Information in question, to prevent the unauthorized access to or disclosure of Disclosing Party's Confidential Information. Receiving Party shall be relieved from its obligations under this Section 9.1: (i) to the extent the Disclosing Party gives its prior written consent; or (ii) to the extent necessary to comply with applicable laws or regulations, or judicial or governmental order, provided that such Receiving Party uses commercially reasonable efforts to provide prior written notice of such disclosure (to the extent such disclosure is not required to be made immediately) to Disclosing Party to afford Disclosing Party the opportunity to seek a protective order. Receiving Party will promptly notify Disclosing Party in writing of any unpermitted disclosure or unpermitted use of any Confidential Information of Disclosing Party of which Receiving Party becomes aware.

9.2 Remedies. Receiving Party agrees that Disclosing Party may be irreparably injured by a breach of this Agreement and that Disclosing Party may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy to which Disclosing Party may be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

SECTION 10. PERSONAL INFORMATION

10.1 Privacy Laws. Both Parties are responsible for complying with any and all obligations under Privacy Law. Without limiting the foregoing, where a Party collects and when a Party handles Personal Information in the course of providing its Services, it will do so solely for the purpose of providing the Services in accordance with this Agreement and Privacy Laws.

- 10.2 Protection of Personal Information. Each Party acknowledges and agrees that all Personal Information constitutes Confidential Information subject to the protections set out in this Agreement whether or not such information becomes public.

SECTION 11. SECURITY

- 11.1 Each Party represents and warrants that it has established and will maintain and enforce an information technology security program (each, a “**Security Program**”) including safety, physical and technical security policies and procedures with respect to Confidential Information and other required data security, that is at least equal to applicable industry practices and standards.
- 11.2 Each Party will maintain complete and accurate records regarding its Security Program, including any backup and disaster recovery policies, and will provide the other Party with copies of such records upon its reasonable request.
- 11.3 Each Party will provide the other with notice of any material changes to its Security Program. Such notification will be in writing and will contain sufficient detail so as to allow such Party to assess the impact of such change to the security of Confidential Information and Personal Information.
- 11.4 Each Party’s Security Program will ensure that it will periodically test and continuously monitor its systems for potential areas where security could be breached.
- 11.5 In addition to all other requirements set forth in this Agreement, each Party will update and maintain its security and back-up processes and procedures, its hardware, software, systems, facilities and services so that they are consistent with industry standards applicable to top tier providers of similar services. Without limiting the foregoing, each Party will protect all Confidential Information with security measures appropriate to the sensitivity of such Confidential Information while preserving its integrity and availability as required to perform the Services.
- 11.6 If a Party becomes aware of a Security Incident, such Party (“**Notifying Party**”) will notify the other Party as soon as reasonably practicable and in any event no later than 48 hours following the time the Notifying Party becomes aware of a Security Incident.
- 11.7 The Notifying Party will cooperate and share information with the other Party, as such other Party reasonably deems necessary or as is required to comply with Applicable Law, to assess the nature, scope and cause of such incident, to contain and control such incident to prevent further unauthorized access to or use of Confidential Information, to provide prompt notice to affected Persons and any Governmental Authorities as required by Applicable Law, and implement a process for dealing with such incidents that requires formal forensic investigations.
- 11.8 Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to, or use of, the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

SECTION 12. PROPRIETARY RIGHTS

- 12.1 Ownership. Customer acknowledges and agrees that this is a contract for services and not for goods or products, and that OneVest retains exclusive ownership of all Intellectual Property Rights in and to any and all Intellectual Property used to provide the Services (or parts thereof). For greater certainty, OneVest’s ownership rights extend to any and all improvements to the Services (or parts thereof) developed in the course of its relationship with Customer, whether based on Customer feedback, input, Anonymized Data or otherwise. Without limiting the generality of this Section 12.1, OneVest retains exclusive ownership of all Intellectual Property Rights in and to any and all Intellectual Property embedded, used or otherwise residing in, or comprising of any and all components of, any and all custom development Services requested by Customer from time to time and as specified in the applicable Order Form.
- 12.2 License to Intellectual Property. Subject to the terms and conditions of this Agreement, each Party hereby grants to the other Party a limited, non-exclusive, non-transferable, royalty-free license to use its Intellectual Property solely as and to the extent required to perform its obligations and exercise its rights under this Agreement. Notwithstanding the foregoing, each Party agrees:

- (a) to only display and utilize the other Party's Marks in compliance with the guidelines and requirements in respect of trademark usage specified by the other Party;
- (b) that all goodwill associated with the use of a Party's Marks will inure for the benefit of the such Party;
- (c) not to take any action which will adversely affect the validity of the other Party's Marks or directly or indirectly challenge, dispute or contest the ownership, validity or enforceability of the other Party's Marks;
- (d) the other Party will have the right, at any time, to inspect and audit all use of its Marks by to ensure such use is adhering to this Agreement; and

12.3 No Implied Rights. The Parties acknowledge and agree that except for the limited licenses expressly granted, nothing in this Agreement shall be construed to give either Party any right, title, or interest, express or implied, in the Intellectual Property of the other Party or in any Third-Party Materials. All right, title, and interest in and to the Materials and the Third-Party Materials are and will remain with OneVest and the respective rights holders in the Third-Party Materials.

12.4 No Infringement. Each Party represents and warrants to and covenants with the other Party that:

- (a) it has, and will use commercially reasonable efforts to ensure it continues to have, all necessary rights to grant all the rights and permissions granted by it pursuant to this Agreement; and
- (b) as at the Effective Date, the performance by it and its subcontractors of their obligations under this Agreement and use and/or provision of the Services, as applicable, by the other Party (whether separately or together in combination) in accordance with this Agreement, do not infringe, violate or constitute a misappropriation of any Intellectual Property Right of any third party.

SECTION 13. RECORDS AND AUDIT

13.1 Maintenance of Records. Customer will, at its expense, maintain complete and accurate books, files and records and all sources of information related to this Agreement (the "**Records**") and in accordance with Applicable Laws. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives with respect to any information provided to OneVest in connection with this Agreement. Subject to any Applicable Laws, ONEVEST HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CONFIDENTIAL INFORMATION INCLUDING CUSTOMER DATA.

13.2 Audit Rights.

- (a) During the Term and for a period of one (1) year following the Term, OneVest (including any internal or external Person designated by OneVest to conduct audits on its behalf ("**Audit Representatives**") will have the right upon reasonable prior notice in writing (or immediately upon written notice in the case of investigations of Claims of misappropriation, fraud or business irregularities of a potentially criminal nature or for emergency type audits to address material operational problems and issues) to audit and inspect the Customer's: Records, systems, facilities, personnel or information relating to the Services, to verify:
 - (i) performance of obligations under this Agreement;
 - (ii) compliance with Applicable Laws, including Privacy Laws and AML Requirements; and/or
 - (iii) amounts charged under this Agreement, including all Fees, credits, rebates and discounts.
- (b) Except as set out in Section 13.3, audits pursuant to this Section 13 will be limited to once per year.
- (c) Customer will cooperate and provide such reasonable assistance as required for the exercise of the rights set out in this Section 13.
- (d) Customer is responsible for its own costs related to this Section 13.

13.3 Remediation.

- (a) Customer will correct any significant deficiency or material weakness uncovered in any audit conducted in accordance with this Agreement; and provide the OneVest with an opinion and

certification, prepared by the external auditor of OneVest that conducted the audit, if applicable, attesting to the sufficiency of such corrections, no later than: (A) if the deficiency is one that is identified by OneVest, in its discretion, as having or potentially having an adverse effect on its audit results, the last day of OneVest's then-current fiscal year; and (B) for all other deficiencies, 90 days following the last day of OneVest's then-current fiscal year.

- (b) For any other review, testing, certification or audit conducted pursuant to this Agreement, if such review, testing, certification or audit reveals any error, deficiency or other failure to perform in accordance with the terms of this Agreement on the part of Customer (including any overpayment of Fees), Customer will: as soon as reasonably possible following the date on which Customer becomes aware of such error, deficiency or other failure to perform and, in any event, no later than 30 days following such date, deliver to OneVest a corrective action plan that will be subject to approval by OneVest; and after receipt of approval, execute the plan in accordance with its terms.
- (c) OneVest on its own behalf or through its Audit Representatives will be entitled, in its discretion and at its own cost, to conduct a follow-up audit to confirm that Customer's remediation obligations set out in this Section 13.3 have been fulfilled. Any material failure of Customer to fulfill its remediation obligations relating to a security, privacy, confidentiality or internal control issue will entitle OneVest to require Customer to establish and maintain a remediation oversight group, if one not has been established already to ensure such remediation is completed in a timely fashion and report the same to OneVest and/or its Audit Representatives, as applicable.
- (d) Should an audit reveal that Customer has overpaid or underpaid OneVest, the amount of the overpayment or underpayment, as applicable, plus Interest, will be promptly refunded or paid.

13.4 Governmental Authority Audit.

- (a) Each applicable Governmental Authority is a third party beneficiary of the audit rights under this Section 13 and may independently enforce such rights directly against a Party and direct appropriate remediation requirements.

13.5 Limitations on Audit Rights.

- (a) No audit will be conducted for OneVest in a manner which unreasonably interferes with the Customer's normal operations.
- (b) Customer may require that any personnel of the OneVest or its auditors execute an agreement with Customer containing reasonable confidentiality obligations prior to conducting any audits.
- (c) The audit rights in this Section 13 will not entitle OneVest, or its auditing firm or Governmental Authorities, to have access to:
 - (i) information of customers of Customer not associated with this Agreement;
 - (ii) Customer's costs of providing the Services or any internal charges, unless the Customer is charging OneVest based on such costs or charges; or
 - (iii) books, records or information unrelated to this Agreement or the Services provided hereunder.

SECTION 14. INDEMNITY AND LIMITATION OF LIABILITY

14.1 By Customer. Customer agrees to defend, fully indemnify and hold harmless OneVest and its subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and permitted assigns, from and against any and all claims, demands, suits, actions, causes of action and/or liability, of any kind whatsoever (each a "**Claim**"), for damages, losses, costs and/or expenses (including legal fees and disbursements) ("**Losses**") arising out of or relating to (i) use of the Materials, subject to Section 14.2; (ii) work done by OneVest at Customer's request; and (iii) all of Customer's and all User and Profile acts or omissions pursuant to or in connection with this Agreement.

14.2 By OneVest.

- (a) OneVest shall defend or settle any Claim brought against Customer arising out of or relating to any Claim that Customer's use of the Services infringes a third party's intellectual property rights (an "**IP Claim**"). OneVest will fully indemnify and hold harmless Customer from and against any Losses

that: (i) a court finally awards as a result of any IP Claim; or (ii) are agreed to by OneVest in any settlement arising from any IP Claim, in each case subject to this Section 14.

- (b) Notwithstanding anything herein to the contrary, OneVest will have no obligation or liability to Customer under this Section 14.2 if: (i) the IP Claim is based upon, arises out of or is related to (a) the combination of any of the Services with any other software, hardware or products not provided by OneVest; (b) the use of the Services for other than its intended purpose; or (c) modifications, improvements and derivative works of OneVest created by or on behalf of Customer; (ii) Customer is in material breach of this Agreement or has failed to pay amounts due hereunder as set forth in Section 9.1; or (iii) fails to notify OneVest of the Claim for which Customer seeks indemnification hereunder within ten (10) days of becoming aware of the IP Claim.
- (c) In the event that the Services, or any part thereof, become the subject of an IP Claim, OneVest may, at OneVest's option and expense, (i) procure for Customer the right to continue using the Services; (ii) replace or modify the Services with a non-infringing version of substantially equivalent function and performance; or (iii) terminate this Agreement. The obligations of OneVest set forth in this Section 14.2 shall constitute the sole and exclusive remedy of Customer with respect to any IP Claim.

14.3 Cooperation. In connection with any Claim or action described in this Section 14, the Party seeking indemnification will (i) give the indemnifying Party prompt written notice of such Claim or action; (ii) cooperate with the indemnifying Party (at the indemnifying Party's expense) in connection with the defense and settlement of such Claim or action, and (iii) permit the indemnifying Party to control the defense and settlement of such Claim or action; provided that the indemnifying Party will not under any circumstances (a) settle such Claim or action without the indemnified Party's prior written consent (which will not be unreasonably withheld or delayed), or (b) make an admission of liability on behalf of the indemnified Party without the indemnified Party's prior written consent and further provided that the indemnified Party shall be entitled to participate (at its expense) in the defense and settlement of such Claim or action.

14.4 Limitation of Liability.

- (a) Except as set forth in Section 14.4(c), neither Party will be liable for any indirect, special incidental, consequential, punitive or exemplary damages, including, without limitation, loss of revenue or loss of profits, regardless of the form of action, whether in contract or in tort including negligence, even if the Party knew or should have known of the possibility of such damages and even if direct damages do not satisfy a remedy.
- (b) Except as set forth in Section 14.4(c), neither Party's liability for damages under this Agreement (whether in contract or tort, including negligence, or otherwise) will in any event exceed the amount paid by Customer pursuant to this Agreement in the six (6) month period preceding the event giving rise to the damages.
- (c) The limitations and exclusions of liability provided for in Sections 14.4(a) and 14.4(b) will not apply to: (i) Claims arising from any breach of Section 9 (Confidentiality), Section 10 (Personal Information), Section 11 (Security) and/or Section 12 (Proprietary Rights); (ii) either Party's liability arising from its fraud, gross negligence or willful misconduct; or (iii) any failure of Customer to pay any Fees.

SECTION 15. DISPUTE RESOLUTION

15.1 Escalation Procedure. If the Parties are unable to settle a dispute arising from this Agreement, then notice shall be provided to the respective authorized representatives of Customer and OneVest. In the event such representatives are not able to resolve the dispute within five (5) days of the receipt of such notice, then such dispute shall be escalated to the immediate supervisors of such representatives, who shall have an additional ten (10) days to resolve such dispute.

15.2 Continued Performance. Subject to the provisions of this Agreement and other than the specific subject matter of the dispute, the Parties shall continue the performance of their obligations during the resolution of any dispute or disagreement unless and until this Agreement is terminated or expires in accordance with its terms.

15.3 Injunctive Relief. Notwithstanding the provisions of this Section 15, each Party shall retain the right and nothing shall prevent either Party from seeking immediate injunctive relief if, in its judgment, such relief is necessary to protect its interests prior to utilizing or completing the dispute resolution processes described in

Section 15.1, including without limitation, in respect of a Claim by a Party based on a breach of the confidentiality obligations herein.

SECTION 16. GENERAL PROVISIONS

- 16.1** Assignment. This Agreement may not be assigned by either Party in whole or in part, without the other Party's prior written consent, provided that OneVest may assign this Agreement to a third party in connection with a sale of all or substantially all of its business.
- 16.2** Relationship of Parties. In all matters relating to this Agreement, OneVest and Customer are independent contractors of each other and nothing will be construed to create any association, partnership, joint venture, or relationship of agency or employment between OneVest and Customer.
- 16.3** Publicity. Customer authorizes OneVest to (i) include Customer in any client or subscriber list; and (ii) use Customer's name and/or trademarks for marketing and publicity on its website, in marketing materials and/or in press releases.
- 16.4** Excusable Delays. Should OneVest incur any delay in the provision of the Services resulting from any errors, defects or other problems contained in the information, materials and/or instructions provided to it by Customer, OneVest shall be excused from performance during the period of such delay and Customer shall remain liable for any Fees incurred during such delay. OneVest is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 16.5** Force Majeure. Neither Party shall be liable to the other for a failure or delay in the performance of any obligation under this Agreement if such failure or delay is caused by an event beyond a Party's control, including, but not limited to, any fire, power failure, act of God, labour dispute or government measure or other cause beyond such Party's reasonable control (a "**Force Majeure Event**"), provided that such Party gives prompt written notice of the Force Majeure Event to the other Party and resumes performance of its obligations as soon as possible. Either Party may terminate this Agreement without penalty if such delay due to a Force Majeure Event continues for a period of ninety (90) days without cure.
- 16.6** Survival. The following sections shall survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Section 2.6 (De-Identified Data); Section 9 (Confidentiality); Section 10 (Proprietary Rights); Section 14 (Indemnity and Limitation of Liability); Section 15 (Dispute Resolution); and Section 16.7 (Governing Law). For greater certainty, Customer's obligations in respect of any Fees owing shall also survive, whether or not such Fees have been invoiced by OneVest.
- 16.7** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.
- 16.8** Notices. All notices under the terms of this Agreement shall be given in writing and sent by registered mail or email transmission (with confirmation of receipt) or shall be delivered by hand to OneVest at the following address:
- OneVest Technologies Inc.
150 9th Avenue SW
Calgary, AB, T2P 3H9
Attention: Legal Department
Email: legal@onevest.com
- and to Customer at the address set out on the applicable Order Form or to any other person or address of which either Party may notify the other in writing from time to time. All notices shall be presumed to have been received when they are hand delivered, or two (2) days following the day of email transmission.
- 16.9** Severability. If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.

- 16.10** Waiver. A waiver of any provision of this Agreement shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure by either Party to insist upon the strict performance of this Agreement, or to exercise any term hereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect.
- 16.11** Remedies Cumulative. No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity.
- 16.12** Number and Gender. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 16.13** Currency. Unless otherwise stated, all dollar amounts referenced in this Agreement are stated in Canadian dollars.
- 16.14** Amendment. This Agreement may only be amended by written agreement duly executed by authorized representatives of the Parties.
- 16.15** Counterparts and electronically transmitted. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. A document signed and transmitted electronically by facsimile or email is to be treated as an original and shall have the same binding effect as an original signature on an original document.
- 16.16** Non-Solicitation. During the Term of this Agreement and continuing for a period of twelve (12) months after its expiry or termination, Customer shall not directly or indirectly, solicit or attempt to solicit for employment, hire, employ, contract or recruit for the purposes of engagement, any person who is or was within the previous twelve (12) month period an employee of OneVest.
- 16.17** Entire Agreement. This Agreement and the Schedule attached hereto shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall replace all prior promises or understandings, oral or written.