

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 23rd day of September, 2024 (the "**Effective Date**").

BETWEEN:

**JONATHAN MARK GOBOLD,
KEITH JOHN STEWARD, and
KEVIN JOHN PAGET,**
whose addresses are set out in Schedule "A"
(collectively the "**Shareholders**")

- and -

BPO COLLECTIONS LIMITED,
Incorporated and registered in Scotland with company number *[number redacted]* having a registered
office at *[address redacted]*
("**BPO**")

- and -

EVERYDAY PEOPLE FINANCIAL CORP.,
incorporated in Alberta, Canada with corporation number *[number redacted]*,
having a registered office at #450, 11150 Jasper Avenue NW, Edmonton, AB, Canada, T5K 0C7
("**EP Corp**")

(each a "**Party**" and collectively the "**Parties**")

WHEREAS:

- A. The Shareholders own the entire issued share capital of CCS pursuant to their proportionate shareholdings set forth in Schedule "A" to this Agreement (the "**CCS Shares**"); and
- B. The Shareholders desire to sell the CCS Shares to BPO and BPO desires to purchase from the Shareholders all (but not less than all) of the CCS Shares, upon the terms and subject to the conditions set forth in this Agreement; and
- C. EP Corp is a party to this Agreement for the purpose of providing certain warranties, indemnities, guarantees and obligations as set forth in the Agreement, and particularly regarding the issuance of the Investment Shares on the terms and conditions set forth in this Agreement.

THEREFORE, the Parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Defined Terms. In this Agreement and in the Preamble above, the following terms shall have the following meanings:

- (a) "**Agreement**" means this share purchase agreement and the schedules hereto;

- (b) "**Applicable Laws**" means any applicable laws, statutes, ordinances, by-laws, regulations, orders, directives, decisions and approvals of all England and Wales, county or municipal governmental authorities, administrative agencies, or regulatory agencies having the force of law as at the date of this Agreement which apply to CCS Group and its Business;
- (c) "**Applicable Securities Laws**" means, collectively, and as the context may require, the applicable provincial and federal securities legislation of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder, as such may be amended from time to time as they apply to EP Corp. and the Investment Shares;
- (d) "**Assets**" means those assets listed in Schedule "B";
- (e) "**Authorization**" means, with respect to any Person, any necessary and legally required permit, approval, certificate, registration, consent, waiver, licence or other authorization issued, granted, given or authorized by, or made applicable under the authority of, any governmental entity having jurisdiction over the Person or any activities or operations of such Person;
- (f) "**BPO**" means BPO Collections Limited, Scotland company number *[number redacted]*, as set forth on the first page of this Agreement;
- (g) "**BPO's Solicitor**" means Wallace Hodge Solicitors of *[address redacted]*;
- (h) "**Business**" means the business of CCS Group as carried on at Closing, being that of collection of debts on behalf of third-party businesses and private/public organisations;
- (i) "**Business Day**" means any day, other than a Saturday or a Sunday or public holiday in England, when banks in London are open for business;
- (j) "**Cash**" means the aggregate amount of all:
- (1) Cash on hand;
 - (2) Cash standing to the credit of any account with a bank or other financial institution; and
 - (3) Cash equivalents,
- in each case to which CCS Group is beneficially entitled as at Closing and as shown in the Closing Financial Statements, calculated on a consolidated basis in accordance with the accounting principles, policies, standards, practices, evaluation rules and estimation techniques used by CCS Group as at the Closing Date.
- (k) "**CCS**" means CCS Group Holdings Limited, a company existing under the laws of England and Wales with company number *[number redacted]*, having its registered office at *[address redacted]*;
- (l) "**CCS Group**" means collectively CCS and its wholly owned subsidiary, Commercial Collection. For greater clarity, the use of the term "Group" in CCS Group does *not* have the meaning of Group as defined in Article 1.1(qq);
- (m) "**CCS Shares**" has the meaning set forth in the Preamble hereto;

- (n) **“Claims”** means any Damage incurred pursuant to the indemnifications provided by the Shareholders in Article 3.4 of this Agreement, or any claim for contractual damages for a breach of the warranties of the Shareholders contained in Articles 3.1, each a **“Claim”**;
- (o) **“Closing”** means the completion of the sale and purchase of the CCS Shares in accordance with this Agreement;
- (p) **“Closing Date”** means:
- (1) October 29, 2024; or
 - (2) such earlier date mutually agreed upon by the Parties; or
 - (3) in the event the Conditions are not satisfied by October 29, 2024, the third Business Day following the date on which the Conditions are satisfied or any other date mutually agreed upon by the Parties;
- (q) **“Closing Financial Statements”** has the meaning set out in Article 2.4(a);
- (r) **“Closing Net Working Capital”** means the Net Working Capital on the Closing Date as further set forth in Article 2.4(a) to this Agreement;
- (s) **“Closing Payment”** means £3,587,500 (Three Million Five Hundred and Eighty Seven Thousand Five Hundred GBP) in cash, being the cash payable to the Shareholders at Closing as further set out in Article 2.2(a)(1);
- (t) **“Commercial Collection”** means Commercial Collection Services Limited, a company existing under the laws of England and Wales with company number *[number redacted]*, having its registered office at *[address redacted]*;
- (u) **“Conditional Additional Payment”** has the meaning set forth in Article 2.2(a)(3)B.
- (v) **“Control”** has the meaning given in section 1124 of the Corporation Tax Act 2010, and controls, controlled, and the expression **“change of Control”** shall be interpreted accordingly;
- (w) **“Conditions”** has the meaning set out in Article 5.3;
- (x) **“Damages”** means any direct loss, liability, obligation, claim, damages (excluding incidental, indirect and consequential damages, and loss of reputation), loss of profits, diminution in value of the CCS Shares, fines and other penalties, costs, charges or expenses, reasonable and proper legal fees or expenses and other professional fees or expenses (excluding costs related to internal management time) (and **“Damage”** shall be construed accordingly);
- (y) **“Data Room”** means the virtual data room hosted by *[name redacted]* and titled *“[title redacted]”*, comprising the documents and other information relating to CCS Group available to BPO and its advisors in relation to the transaction;
- (z) **“Deferred Payment”** means £393,750 (Three Hundred Ninety Three Thousand Seven Hundred Fifty GBP) payable in cash pursuant to Article 2.2(a)(4) of this Agreement;
- (aa) **“Disclosed”** means fairly disclosed, with sufficient details to identify the nature and scope of the

- matter disclosed, in or under the Disclosure Letter;
- (bb) "**Disclosure Documents**" means all documents contained in the Data Room and as listed on the index attached to the Disclosure Letter;
 - (cc) "**Disclosure Letter**" means the letter, in agreed form, from the Shareholders to BPO with the same date as the Closing Date and described as the Disclosure Letter, together with the Disclosure Documents, making certain disclosures against the warranties for the purpose of Article 3.1(b);
 - (dd) "**EBITDA**":
 - (1) means earnings before interest, taxes, depreciation and amortization as determined by FRS 102, as consistently applied by CCS Group in all respects in accordance with practices prior to the Closing Date (solely to the extent consistent with such pronouncements), and
 - (2) for further clarity, EBITDA shall be defined as earnings before interest, taxes, depreciation and amortization adjusted for any one off, non-recurring and Shareholder related costs, shall be utilized for the purposes of calculating the Initial Performance Payment and the Final Performance Payment pursuant to Article 2.2(a)(5);
 - (ee) "**Encumbrance**" means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement;
 - (ff) "**Effective Date**" has the meaning set forth on the first page of this Agreement;
 - (gg) "**Employees**" means any person employed by the CCS Group under a contract of employment;
 - (hh) "**EP Corp**" means Everyday People Financial Corp., Alberta corporation number *[number redacted]*, as set forth on the first page of this Agreement;
 - (ii) "**EP Corp Public Documents**" means all documents which have been publicly filed on SEDAR+ by EP Corp pursuant to a requirement under Applicable Securities Laws since August 31, 2022.
 - (jj) "**EP Corp Shares**" means common shares in the capital of EP Corp, as constituted on the date thereof;
 - (kk) "**EP Investments**" means Everyday People Investments Inc., a corporation incorporated pursuant to the laws of Alberta, Canada, having corporation number *[number redacted]*;
 - (ll) "**Escrow Account**" means the interest-bearing deposit account held in the name of BPO's Solicitor or in the name of a properly approved and authorized escrow agent approved by BPO and the Shareholders acting in accordance with Articles 2.2(a)(2) and 2.4, and the Escrow Agreement;
 - (mm) "**Escrow Agreement**" means the escrow agreement, in the agreed form, between the Shareholders, BPO and BPO's Solicitor;
 - (nn) "**Exchange Rate**" means the exchange rate of Canadian Dollars to GBP at a specified time as published by the Bank of Canada daily exchange rates on its website (being www.bankofcanada.ca)

- or any successor website to it);
- (oo) "**FRS 102**" means The Financial Reporting Standard 102 applicable in the UK and Republic of Ireland published in January, 2022, and any subsequent amendments thereto;
 - (pp) "**Future Payment**" means any payment to be made after Closing by BPO or, if the case may be, EP Corp to the Shareholders (or any of them) under this Agreement;
 - (qq) "**Group**", in relation to a company, means that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a "**member of the Group**".
 - (rr) "**Guaranteed Obligations**" means all present and future obligations, liabilities, undertakings, warranties, indemnities and covenants of, or given by, BPO under or in connection with this Agreement and each other document entered into by the Parties (or any of them), including (without limitation) all payment obligations and liabilities of any nature from time to time due, owing or incurred by BPO under or in connection with this Agreement and each other document entered into by the Parties (or any of them), each a "**Guaranteed Obligation**";
 - (ss) "**Holdback**" has the meaning set forth in Article 2.2(a)(2);
 - (tt) "**IA 1986**" has the meaning set out in Article 2.2(f)(2)B;
 - (uu) "**Indebtedness**" means, without duplication, all liabilities of CCS Group outstanding or accrued at the Closing Date as determined in accordance with FRS 102, including: (a) any indebtedness for borrowed money, including but not limited to, mortgages, hire purchase and finance leases, loans, overdrafts, and shareholder and director loans; (b) obligations with respect to any performance bond, letter of credit or bank overdraft, to the extent drawn, or interest rate swap, hedging or similar agreements; (c) the deferred purchase price of property or services (other than trade payables), including any holdbacks, earn-outs, vendor notes or other contingent payments that may be payable with respect to acquisitions made by CCS Group; (d) lease obligations that are required to be classified as capitalized lease obligations in accordance with FRS 102; (e) corporation tax provision as at the Closing Date and any overdue VAT/ PAYE (f) all fee – earning Employee holiday accruals; (g) any severance or other similar payment obligations to employees who were terminated at any time prior to the Closing Date or who are sent or who provide a notice of termination of employment at any time prior to the Closing Date, including the employer portion of any payroll, employment, unemployment or similar Taxes payable in respect thereof; (h) any underfunding of any employee pension, benefits or other similar plans; (i) any guarantee of the type of obligations described in (a)-(h) above; (j) all accrued or unpaid expenses of CCS Group that are unrelated to the Business (including personal expenses); (k) all accrued or unpaid expenses of CCS Group in connection with the transactions provided for herein and any bonuses and similar compensatory payments to be paid to employees of the Company upon and in connection with the consummation of the transactions provided for herein, (l) all accrued interest, fees, penalties, premiums, expenses, indemnities, brokerage costs or other amounts due in respect of any of the foregoing, (m) all amounts due to related parties, (n) outstanding cheques, (o) uncollectable debts, being debts outstanding for greater than 120 days, (p) creditor invoices that are past due by sixty (60) days or more, and (q) the Bonus;

- (vv) **"Independent Accounting Firm"** has the meaning set out in Article 2.4(b);
- (ww) **"Intellectual Property"** means all right, title, and interest and benefit of CCS Group in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all worldwide copy rights, patents, patent rights, trade marks, applications for any of the foregoing, trade secrets, and know-how, formulae, processes, technology, inventions, engineering and other proprietary processes, source code, object code, computer programs and other computer software, in whatever media, and data, specifications, prototypes, designs, records, drawings, calculations, domain names, web addresses, web sites, computer rights, other intellectual or industrial property and all other proprietary rights or interests including but not limited to information technology assets and equipment, computer systems, networks and hardware, together with all antecedent derivative works, of or pertaining to the Business or Assets;
- (xx) **"Investment Shares"** means Marketable Securities with an aggregate value equal to £1,237,500 (One Million Two Hundred Thirty Seven Thousand Five Hundred GBP) issued in accordance with the terms of this Agreement;
- (yy) **"Longstop Date"** means 20 December 2024;
- (zz) **"Marketable Securities"** means EP Corp Shares with a deemed value of CAD \$1.00 (One Canadian Dollar) per share, being approximately £0.58 (Fifty-Eight Pence GBP) at the time of signing the Letter of Intent by the Parties hereto on June 28, 2024 regarding the transactions contemplated hereunder, and more specifically determined by using the average of the Exchange Rate for five Business Days immediately preceding the Closing Date;
- (aaa) **"Material Adverse Effect"** means a fact, event, matter or circumstance that has or will have the effect of reducing the aggregate gross annual revenue of CCS Group by *[percentage redacted]*. For the purpose of calculating the reduction in the aggregate gross annual revenue in the period prior to Closing, the aggregate gross annual revenue shall be calculated by reference to the aggregate gross annual revenue of CCS Group in the period of 12 months ending on Effective Date;
- (bbb) **"Material Contracts"** means the specific Material Contracts listed in Schedule "B" to this Agreement considered to meet the following criteria:
- (1) require payment by CCS Group in excess of *[financial metric redacted]* in the calendar preceding the date of this agreement, including Employee or consultant contracts; and
 - (2) involves income in excess of *[financial metric redacted]* receivable by CCS Group in the calendar year preceding the date of this agreement;
- (ccc) **"Net Working Capital"** means the aggregate of:
- (1) current assets of CCS Group, minus
 - (2) current liabilities of CCS Group,
- calculated in accordance with FRS 102 and finally agreed or determined in accordance with Article 2.4. For further clarity, any calculation of working capital includes trade debtors, trade creditors (that are less than 59 (fifty nine) days past their due date for payment but excluding

invoices that have been raised and are payable on monthly direct debit terms), payroll tax liabilities, VAT, prepayments, accruals and other working capital items that become apparent during the due diligence process but not any liabilities within the definition of Indebtedness;

- (ddd) **"Non-Conditional Additional Payment"** has the meaning set forth in Article 2.2(a)(3)A.
 - (eee) **"Ordinary Course of Business"** means, with respect to any action taken by CCS Group, that such action is consistent with CCS Group's current practice and custom as at the Closing Date and is taken in the ordinary course of the normal day-to-day operations of CCS Group;
 - (fff) **"Performance Amount"** means the aggregate of the conditional amounts comprised of the Initial Performance Payment and the Final Performance Payment if earned and payable during the Performance Period as set forth in Article 2.2(a)(5) of this Agreement;
 - (ggg) **"Performance Period"** means the Two (2) years following the Closing Date;
 - (hhh) **"Person"** means a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - (iii) **"Purchaser Entities"** means BPO and EP Corp;
 - (jjj) **"Purchase Price"** has the meaning set forth in Article 2.1 of this Agreement;
 - (kkk) **"SEDAR+"** means the System for Electronic Document Analysis and Retrieval used by market participants to file, disclose and search for information in Canada's capital markets;
 - (lll) **"Shareholders"** has the meaning set forth on the first page of this Agreement;
 - (mmm) **"Shareholders' Solicitor"** means DMH Stallard LLP of *[address redacted]*;
 - (nnn) **"Target Net Working Capital"** means the amount of *[financial metric redacted]*;
 - (ooo) **"Tax"** or **"Taxes"** means all national, foreign and other taxes (including, without limitation, income taxes, sales taxes, excise taxes, value added taxes, capital taxes, property taxes, and production, severance, and similar taxes and assessments but excluding any water rates, local authority business rates or similar charges) and includes all penalties, interest, and fines with respect thereto;
 - (ppp) **"TSX Venture"** means the TSX Venture Exchange in Toronto, Canada.
- 1.2 Singular etc. Words (including defined terms) using or importing the singular number include the plural and vice versa and words importing one gender only shall include all genders and words importing persons in this Agreement shall include individuals, partnerships, corporations and any other entities, legal or otherwise.
- 1.3 Headings. The headings used in this Agreement are for ease of reference only and shall not affect the meaning or the interpretation of this Agreement.
- 1.4 Currency. Unless otherwise specified, all references to currency, dollars, or the symbol £ refer to

lawful GBP.

- 1.5 Best Knowledge. Any reference herein to "*the knowledge of the Shareholders*" shall mean the actual knowledge of any of the Shareholders after they have made due and careful enquiries of each other Shareholder.
- 1.6 Accounting Terms. All accounting and financial terms and references not defined in this Agreement are to be interpreted in accordance with FRS 102.
- 1.7 Certain Phrases. Except where expressly stated otherwise, in this Agreement: (a) "either" and "or" are not exclusive and "include", "includes" and "including" are not limiting; (b) "hereof", "hereto", "hereby", "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; and (c) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if".
- 1.8 Agreed Form. References to a document in "**agreed form**" are to that document in the form agreed or approved by the Shareholders and the relevant Purchaser Entities thereto via email by them or on their behalf for identification.
- 1.9 Writing. Unless expressly provided otherwise in this Agreement, a reference to "**writing**" or "**written**" excludes fax and email.
- 1.10 Binding. This agreement shall be binding on and enure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to a "**Party**" shall include that Party's personal representatives, successors and permitted assigns.
- 1.11 Legislation. Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision: (1) is a reference to it as it is in force as at the date of this Agreement; and (2) shall include all subordinate legislation made as at the date of this Agreement under that legislation or legislative provision.
- 1.12 Person. Includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.13 Schedules. The following schedules attached to this Agreement shall form part of this Agreement as if recited at length:

Schedule "A"	Shareholders
Schedule "B"	List of Assets, Material Contracts, Leases, Licences, Bonds, Intellectual Property and Policies of Insurance
Schedule "C"	Pro Forma Closing Financial Statement, EV to Equity Bridge, Excerpt of Net Working Capital Calculation and EBITDA Statement

ARTICLE 2 – PURCHASE AND SALE OF SHARES

2.1 Purchase and Sale and Purchase Price.

- (a) In accordance with the terms and upon the condition of this Agreement, at the Closing, BPO shall buy and each Shareholder will sell to BPO all right, title and interest in and to their respective CCS Shares as set forth in Schedule “A” attached hereto, free and clear of all Encumbrances.
- (b) The total purchase price for the CCS Shares (the “**Purchase Price**”), subject to any adjustments set forth herein including in Articles 2.1(c), 2.2(a)(3) and 2.4 of this Agreement, shall consist of the aggregate amount of the Closing Payment, Holdback, Conditional Additional Payment, Non-Conditional Additional Payment, Deferred Payment and Performance Amount as set forth and subject to Article 2.2.
- (c) The Purchase Price shall be:
 - (1) increased by an amount equal to the Cash as of the Closing Date;
 - (2) reduced by an amount equal to the Indebtedness as of the Closing Date, and
 - (3) increased by an amount equal to the amount by which the amount of Net Working Capital exceeds the Target Net Working Capital or reduced by an amount equal to the amount by which the amount of Net Working Capital is less than the Target Net Working Capital.

2.2 Payment of Purchase Price.

- (a) Portions of the Purchase Price shall be payable and subject to the following:
 - (1) The Closing Payment shall be payable by BPO in cash to the Shareholders on the Closing Date on account of the Purchase Price, and the Subscription Amount shall be deducted from the Closing Payment in accordance with Article 2.3;
 - (2) A holdback of £125,000 (One Hundred Twenty Five Thousand GBP) (the “**Holdback**”) shall be deposited by BPO to the Escrow Account on the Closing Date in accordance with the following terms and the Escrow Agreement:
 - A. Any interest that accrues on the credit balance on the Escrow Account from time to time to time shall be credited to the Escrow Account and any payment of principal out of the Escrow Account shall, subject to the terms of the Escrow Agreement, include a payment of the interest earned on that principal sum in the Escrow Account;
 - B. The liability to taxation on any interest on any amount in the Escrow Account shall be borne by the Party ultimately entitled to that interest;
 - C. No funds shall be released from the Escrow Account otherwise in accordance with this Article 2.2(a)(2), Article 2.4 and the terms of the Escrow Agreement;
 - D. The Holdback shall be payable in cash pursuant to Article 2.4. Following agreement or determination of the adjustment of the Purchase Price as set forth in Article 2.4, BPO and the Shareholders shall, as soon as reasonably practicable and in any event within 10 Business Days of the date on which the adjustment of the Purchase Price is agreed or determined, instruct BPO’s Solicitor to make

payment from the Escrow Account in accordance with Article 2.4(f).

- (3) In the event the Investment Shares issued in accordance with Article 2.3 have not achieved a minimum value of \$1.00 CDN per share on the 2-year anniversary of the Closing Date, then BPO shall pay the Shareholders additional amounts as follows:
- A. BPO shall pay the Shareholders the difference between £618,750 and the actual CDN dollar value of one-half of the Investment Shares based upon the Exchange Rate on the 2-year anniversary of the Closing Date (the “**Non-Conditional Additional Payment**”), in six equal monthly installments, without interest, to be paid on the last day of each month commencing the month following the 2-year anniversary of the Closing Date;
 - B. If CCS Group has achieved both the Initial Performance Payment and the Final Performance Payment as set forth in Article 2.2(a)(5) of this Agreement, then BPO shall pay the Shareholders the difference between £618,750 and the actual CDN dollar value of one-half of the Investment Shares based upon the Exchange Rate on the 2-year anniversary of the Closing Date (the “**Conditional Additional Payment**”), in six equal monthly installments, without interest, to be paid on the last day of each month commencing the month following the two year anniversary of the Closing Date. In the event either the Initial Performance Payment or the Final Performance Payment have not been achieved as set forth in Article 2.2(a)(5) of this Agreement, then no Conditional Additional Payment shall be due;
 - C. In the event that the Investment Shares have achieved a minimum value of \$1.00 CDN per share on the 2-year anniversary of the Closing Date, then BPO shall not pay either of the Non-Conditional Additional Payment or Conditional Additional Payment;
- (4) The Deferred Payment of £393,750 (Three Hundred Ninety-Three Thousand Seven Hundred Fifty GBP) shall be paid in cash in six equal monthly installments by BPO to the Shareholders on the last day of each month commencing the month following the 2-year anniversary of the Closing Date. In the event BPO is unable to pay any of the monthly installments towards the Deferred Payment, then EP Corp shall ensure the monthly installment is paid.
- (5) Up to a maximum aggregate of £393,750 (the “**Performance Amount**”), in two pro-rated amounts, shall be payable monthly by BPO to the Shareholders in accordance with the amount of EBITDA achieved as follows:
- A. Upon CCS Group achieving a trailing six months of EBITDA between £300,000 and £375,000 or greater within the 2 years following Closing (the “**Initial Minimum EBITDA**”), BPO will pay the Shareholders a pro-rated amount of one-half of the Performance Amount based upon a sliding scale, with £300,000 representing an 80% proration and £375,000 or greater representing 100% (the “**Initial Performance Payment**”).
 - B. Upon CCS Group achieving a second trailing six months of EBITDA (after the Initial Minimum EBITDA has been achieved) between £300,000 and £375,000 or greater within the 2 years following Closing (the “**Final Minimum EBITDA**”), BPO will pay the Shareholders a pro-rated amount of one-half of the Performance Amount based upon a sliding scale, with £300,000 representing an 80% proration and

£375,000 or greater representing 100% (the “**Final Performance Payment**”).

- C. The Shareholders will determine which trailing six-month period they wish to use to represent the Initial Minimum EBITDA. Once determined and declared in writing to BPO, BPO shall pay the Shareholders the Initial Performance Payment in six equal monthly payments, without interest, commencing the last day of the month following the month in which the Initial Minimum EBITDA is declared in writing by the Shareholders to BPO.
- D. The Shareholders will determine which trailing six-month period they wish to use to represent the Final Minimum EBITDA. Once determined and declared in writing to BPO, BPO shall pay the Shareholders the Final Performance Payment in six equal monthly payments, without interest, commencing the last day of the month following the month in which the Final Minimum EBITDA is declared in writing by the Shareholders to BPO.
- E. If the Shareholders have not declared the Initial Minimum EBITDA and/or the Final Minimum EBITDA before the two-year anniversary following Closing, then the Shareholders can determine, within one month following receipt of the EBITDA Statement relating to the last month of the two-year anniversary of Closing, which trailing six month periods they wish to declare for the Initial Minimum EBITDA and/or the Final Minimum EBITDA. For the avoidance of doubt, the trailing six-month periods for the Initial Minimum EBITDA and Final Minimum EBITDA do not need to be consecutive periods.
- F. In the event the Initial Minimum EBITDA is less than £300,000 during the Performance Period, then the Initial Performance Payment shall be forfeited.
- G. In the event the Final Minimum EBITDA is less than £300,000 during the Performance Period, then the Final Performance Payment shall be forfeited.
- H. EBITDA shall be utilized for the purposes of this Article 2.2(a)(5).
- I. For the purposes of calculating EBITDA, BPO shall procure that CCS Group shall provide financial statements as required, prepared in accordance with FRS 102 in the form and specifications attached hereto in Schedule “C” (the “**EBITDA Statements**”), promptly upon request by any one of the Shareholders. During the Performance Period, BPO shall (or procure that CCS Group shall) provide the Shareholders, within 5 Business Days of the end of the month to which they relate, monthly managements accounts and other management information and monthly financial statements for CCS Group in such form and containing such information as the Shareholders may from time to time specify;
- J. For the purpose of agreeing and determining the Performance Amount, the provisions of Article 2.4(a) to 2.4(e) (inclusive) shall apply mutatis mutandis save that:
 - 1) reference to the phrase Closing Financial Statements shall mean EBITDA Statements;
 - 2) the right to object by written notice to the EBITDA Statements shall be an entitlement of the Shareholders and not BPO who shall be responsible for procuring that CCS Group will provide the EBITDA Statements to the Shareholders at the expense of BPO;

- 3) If BPO does not deliver the EBITDA Statements within the 90-day period, the Shareholders will be entitled to instruct preparation of the EBITDA Statements and the right to object by written notice to the EBITDA Statements shall be an entitlement of BPO.
- K. At all times during the Performance Period, BPO shall apply all reasonable endeavours to operate CCS Group in all material respects in the Ordinary Course of Business, and, in particular, undertakes to:
- 1) Ensure the business of CCS Group shall be carried on independently of any other business carried on by BPO and its Group;
 - 2) use its best endeavours to maximise the profits generated by CCS Group including (without limitation) maximising EBITDA;
 - 3) not take any action, or cause anything to be done in bad faith with the purpose of reducing the amount of the EBITDA;
 - 4) not take, whether directly or indirectly, any action or allow anything to be done, that could distort the financial performance of CCS Group including (i) avoiding or decreasing EBITDA, or (ii) increasing or accelerating CCS Group's expenditures;
 - 5) not take any action, or cause or permit anything to be done, with the purpose of avoiding or reducing the amount of the Performance Amount;
 - 6) not sell, transfer or otherwise dispose of any of the shares in the capital of CCS Group (or enter into any agreement to do so) other than to another subsidiary of EP Corp;
 - 7) not grant any Encumbrance over any of the shares in the capital of CCS Group (or enter into any agreement to do so);
 - 8) not (and procure that no member of the CCS Group shall) sell, transfer or otherwise dispose of all or a material part of its business, assets or undertaking (or enter into any agreement to do so);
 - 9) not cause or permit any of the following:
 - a. a change to the accounting reference date of CCS Group;
 - b. a change to the scope or nature of the business of CCS Group or the manner in which such business is carried on;
 - c. any management charges, fees or other intra-group charges or interest payments on intra-group borrowings to be levied on CCS Group by another member of BPO's Group;
 - d. ensure all intra-group transactions between CCS Group and another member of BPO's Group shall be undertaken on an arm's length basis and upon reasonable commercial terms;
 - e. not (and shall procure that no other member of BPO's Group shall) divert or redirect any trading, business opportunities or revenues away from CCS Group;
 - f. not cause or permit CCS Group to cease to carry on all or a

material part of its business;

- 10) ensure and procure that CCS Group has sufficient working capital to continue to carry on its business in its current form and at its current level of turnover;
- 11) use all reasonable efforts to maintain relations and goodwill with suppliers, customers, and others having business relations with CCS Group in the Ordinary Course of Business;
- 12) make all necessary Tax, governmental, and other filings, as and when required, in the Ordinary Course of Business;
- 13) not amalgamate or merge with any other company or business undertaking; or
- 14) not cause or permit the proposal or passing of a resolution to wind up CCS Group.

L. BPO further undertakes that it shall procure that CCS Group shall not do any of the following during the Performance Period, except with the prior written consent of the Shareholders:

- 1) borrow any sum in excess of *[financial metric redacted]* ;
- 2) make any loan or cancel, release or assign any indebtedness owed to it or any claims held by it;
- 3) make any alterations to the terms of employment or engagement (including benefits) of any person engaged by it where such alteration would or is reasonably likely to result in an increase in the annual rate of remuneration or fees in excess of *[financial metric redacted]* or more, or dismiss, or offer to employ or engage, any such person;
- 4) declare or pay any dividends or make any other distribution to its shareholders;
- 5) incur capital expenditure or development costs exceeding *[financial metric redacted]* in aggregate in any Financial Year;
- 6) incur any new profit and loss expenditure exceeding *[financial metric redacted]* in relation to an item which was not included in the 12 month period prior to the Closing Date;
- 7) enter into any transaction other than in the Ordinary Course of Business, at arm's length and on reasonable commercial terms;
- 8) acquire any shares or other membership interest in another entity or all (or a material part) of the assets or undertaking of another entity; or
- 9) create any Encumbrance over any of its assets or undertaking, or enter into any guarantee, indemnity, counterindemnity, surety or letter of comfort, in respect of any indebtedness, liability or other obligation.

(b) Monthly payments due to the Shareholders as determined during the Performance Period for any portion of the Purchase Price may extend beyond the 2 years following Closing.

- (c) The proportionate amount of the Purchase Price to which each Shareholder is entitled to receive is set out opposite that Shareholder's name in Schedule "A".
- (d) All payments to be made to the Shareholders under this Agreement shall be made in sterling by electronic transfer of immediately available funds as follows:
- (1) in relation to the Closing Payment, to the Shareholders' Solicitors (who are irrevocably authorized by the Shareholders to receive the same); and
 - (2) for any other payments to the Shareholders, to each Shareholder directly and to such account nominated and communicated in writing by a Shareholder to BPO prior to the due date for payment.
- (e) Save as expressly provided in Article 2.4(f), all amounts due under this Agreement from BPO to the Shareholders shall be paid in full without any set-off, counterclaim, deduction or withholding of any kind unless otherwise provided for in this Agreement.
- (f) In respect of any Future Payment:
- (1) in the event that any Future Payment is overdue, BPO shall pay the Shareholders interest on the overdue amount which shall accrue each day at the rate of *[percentage redacted]* per annum above the Bank of England's base rate from time to time and *[percentage redacted]* per annum for any period whenever the base rate is below *[percentage redacted]*, commencing on the date the installment was due and continuing until the overdue amount has been paid in full, whether before or after judgement, and
 - (2) the Shareholders may demand immediate payment of any Future Payment by notice in writing to BPO in the event:
 - A. BPO or EP Corp fails to pay any instalment of any Future Payment on the date due for payment or within 5 Business Days of such date;
 - B. BPO suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ("**IA 1986**") (or any other applicable and similar legislation) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 (or any other applicable and similar legislation);
 - C. BPO commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
 - D. BPO applies to court for, or obtains, a moratorium under Part A1 of the IA 1986 (or any other applicable and similar legislation);
 - E. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of BPO;
 - F. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over BPO;

- G. the holder of a qualifying floating charge over the assets of BPO becomes entitled to appoint or has appointed an administrative receiver;
 - H. a person becomes entitled to appoint a receiver over all or any of the assets of BPO or a receiver is appointed over all or any of the assets of BPO;
 - I. a creditor or encumbrancer of BPO attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of BPO's assets and such attachment or process is not discharged within 14 days;
 - J. any event occurs or proceeding is taken in relation to BPO in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Article 2.2(f)(2)B. to Article 2.2(f)(2)I. (inclusive);
 - K. BPO suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - L. there is a change of Control of BPO or CCS Group, with the exception of a change of Control to another subsidiary of EP Corp;
- (g) BPO shall procure that Commercial Collection shall on the payroll date following the Closing Date pay a bonus at a total cost to CCS Group in the sum of *[financial metric redacted]* which shall be distributed to such Employees and in such amounts at the direction of *[names redacted]* (the “**Bonus**”). All Employees to receive a portion of the Bonus shall be identified prior to Closing, and both employer and employee PAYE amounts or other applicable Taxes shall be calculated in order for only the net amount of the Bonus to be distributed and for Employees to receive their portion net of any Taxes relating thereto.
- (h) The Shareholders may, at their discretion, elect to waive an amount of the Performance Amount to which they are entitled for the purposes of paying a bonus to certain Employees in such amounts, terms and to such Employees at the direction of *[names redacted]* (“**Performance Bonus**”). The amount equal to the Performance Bonus that the Shareholders may waive against their entitlement to the Performance Amount will cover the net pay, income tax, national insurance and employers national insurance and be offset by corporation tax saved by BPO or BPO’s Group (including, for the avoidance of doubt, CCS Group) at the applicable corporation tax rate. BPO shall procure that Commercial Collection shall pay the Performance Bonus on the payroll date following the agreement or determination of any Performance Amount.

2.3 Investment Shares

- (a) Each Shareholder instructs BPO to withhold the sum set out against his name in Column 5 of Schedule A being £1,237,500 in aggregate (“**Subscription Amount**”) from that part of the Closing Payment payable to him and BPO agrees that it shall use such amount to pay EP Corp in satisfaction of each Shareholder’s obligation to pay their Subscription Amount for the Investment Shares. EP Corp acknowledges and agrees that the payment of the Subscription Amount shall be in full satisfaction of each Shareholder’s obligation to pay the subscription price for the Investment Shares to be held by them as set out in Schedule “A”.
- (b) The Investment Shares shall be issued by EP Corp, credited as fully paid and non-assessable, to the Shareholders on the Closing Date, and shall (i) be by way of EP Corp validly allotting and issuing

to the Shareholders, credited as fully paid and non-assessable, the applicable number of EP Corp Marketable Securities, and (ii) be subject to the maximum discount permitted by the policies of the TSX Venture, and (iii) have partial share values rounded up to whole shares, and (iv) be subject to applicable resale restrictions set forth in Article 2.3(c) herein.

- (c) The Shareholders hereby acknowledge that any EP Corp Shares which are issued pursuant to this Article 2.3 shall be subject to the applicable resale restrictions under Applicable Securities Laws, and shall have attached thereto a legend setting out the resale restrictions under Applicable Securities Laws in substantially the following form and with the necessary information inserted as required under Applicable Securities Laws:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE DISTRIBUTION DATE WILL BE INSERTED].”

- (d) Within 5 Business Days of the Effective Date, EP Corp shall take all necessary actions and steps to ensure the valid issue and delivery of the Investment Shares to the Shareholders on the Closing Date. The Investment Shares shall be issued in accordance with the applicable laws and regulations of the jurisdiction in which EP Corp is listed, including (without limitation) the rules of any Canadian stock exchange on which EP Corp is publicly traded. EP Corp agrees to use best endeavours to complete all required filings, approvals and documentation to facilitate the issuance and delivery of the Investment Shares as soon as practicable after the Effective Date but, in any event, before the Closing Date. This shall include before the Closing Date, among other things, obtaining confirmation from TSX Venture that the transaction constitutes either a reviewable or expedited transaction, and obtain a conditional acceptance letter from the TSX Venture.
- (e) EP Corp undertakes to provide the Shareholders, within the shortest possible time frame and in strict compliance with the deadlines established by TSX Venture, with written confirmation of the final approval for the issuance of the Investment Shares.

2.4 Adjustments to Purchase Price.

- (a) Shareholders shall, within 90 (Ninety) calendar days following the Closing Date, cause, at their expense, to be prepared and delivered to BPO a draft balance sheet for CCS Group showing the position as at the Closing Date, as well as a calculation of the Cash, Closing Net Working Capital and the Indebtedness, all calculations of the Cash, Closing Net Working Capital and the Indebtedness to be determined in accordance with FRS 102, and applied on a basis consistent with previous financial years in the form and specifications of the Pro Forma Closing Financial Statement attached hereto in Schedule “C” (collectively the “**Closing Financial Statements**”). If the Shareholders do not deliver Closing Financial Statements within the 90-day period, BPO will be entitled to instruct preparation of the Closing Financial Statements, at the Shareholders’ expense, and the right to object by written notice to the Closing Financial Statements shall be an entitlement of the Shareholders.
- (b) Each party shall make available and provide such access to the other party (including their agents and advisors) all applicable books, records, work papers and personnel required or utilized in connection with the preparation of the Closing Financial Statements. If BPO does not deliver a

written notice objecting to the Closing Financial Statements prior to the 30th calendar day following the delivery of the Closing Financial Statements by the Shareholders to BPO (the “**Review Period**”), the Closing Financial Statements shall become final and binding on BPO and the Shareholders. In the event that BPO and Shareholders are unable to agree on any aspect of the Closing Financial Statements, they shall use all reasonable endeavours and act in good faith to resolve any difference between them. If they are unable to do so within 20 calendar days of the delivery of any written notice objecting to the Closing Financial Statements by BPO, then either BPO or the Shareholders may, following such 20 calendar day period, issue a written notice of dispute to the other in which event BPO and the Shareholders shall jointly submit the dispute to an independent accounting firm to be agreed by BPO and the Shareholders (the “**Independent Accounting Firm**”) and the Independent Accounting Firm will be instructed to make a determination of the applicable items in dispute in conformity with this Agreement within 30 calendar days of being appointed. If BPO and the Shareholders fail to agree on an Independent Accounting Firm and the terms of their appointment within 10 Business Days of an appointee being proposed by a party for this purpose, then, at the request of either party, the parties shall make a joint application requesting the President for the time being of the Institute of Chartered Accountants in England and Wales to appoint the Independent Accounting Firm under the President’s Nomination Scheme and to agree their terms of appointment on behalf of BPO and the Shareholders and such application to be made within 3 Business Days of the request being made by either party. If the party being requested to join the joint application does not co-operate in any way with such application, the requesting party shall be entitled to request the President for the time being of the Academy of Experts to appoint the Independent Accounting Firm and to agree their terms of appointment on behalf of BPO and the Shareholders.

- (c) BPO and the Shareholders shall co-operate with each other fully and promptly in relation to appointing the Independent Accounting Firm, including (without limitation):
- (1) taking all necessary actions to agree (and shall not unreasonably withhold or delay their consent to) the Independent Accounting Firm's terms of appointment;
 - (2) agreeing and signing any engagement letter, terms of reference or other documentation in connection with the Independent Accounting Firm's appointment;
 - (3) except for any procedural matters, or as otherwise expressly provided in this Article 2.4, the scope of the Independent Accounting Firm's remit shall be limited to determining the unresolved matters relating to:
 - A. whether the statement referred to in this Article 2.4 has been prepared, and the corresponding calculation of the balance owing by one party to the other has been made, in accordance with the requirements of this Article 2.4;
 - B. whether any errors have been made in the preparation of that statement and calculation; and
 - C. any consequential adjustments, corrections or modifications that are required for that statement to have been prepared, and that corresponding calculation to have been made, in accordance with the requirements of this Article 2.4.
 - (4) BPO and the Shareholders shall co-operate with the Independent Accounting Firm and provide (and in the case of BPO shall procure that CCS Group provides) such reasonable assistance and reasonable access to such documents, personnel, books and records in that party's possession or under its control as the Independent Accounting Firm may

- reasonably require for the purpose of making their determination;
- (5) the parties shall be entitled to make written submissions to the Independent Accounting Firm and each party shall, with reasonable promptness, supply the other party with all such information and access to its documents, books and records as the other party may reasonably require in order to make a submission to the Independent Expert in accordance with this Article 2.4;
 - (6) to the extent not provided for in this Article 2.4, the Independent Accounting Firm may in their reasonable discretion determine such other procedures to assist with the conduct of its determination as it considers just or appropriate;
 - (7) the Independent Accounting Firm shall act as an expert and not as an arbitrator;
 - (8) BPO and the Shareholders shall act reasonably and co-operate to give effect to the provisions of this Article 2.4 and shall not do anything to hinder the Independent Accounting Firm or prevent them from making their determination;
 - (9) each party shall bear its own costs incurred in connection with the Independent Accounting Firm's determination pursuant to this Article 2.4. The Independent Accounting Firm's fees and any costs or expenses incurred in making their determination shall be borne equally between BPO and the Shareholders; and
 - (10) if the Independent Accounting Firm becomes unwilling or incapable of acting, or does not deliver their determination within the period required by this Article 2.4:
 - A. BPO and the Shareholders shall use all reasonable endeavours to agree the identity and terms of appointment of a replacement Independent Accounting Firm;
 - B. if the parties fail to agree and appoint a replacement Independent Expert within 10 Business Days of a replacement being proposed in writing by a party, then then at the request of either party, the parties shall make a joint application requesting the President for the time being of the Institute of Chartered Accountants in England and Wales to discharge the appointed Independent Expert and to appoint a replacement Independent Expert under the President's Nomination Scheme and to agree their terms of appointment on behalf of the parties and such application to be made within 3 Business Days of the request being made by either party. If the party being requested to join the joint application does not co-operate in any way with such application, the requesting party shall be entitled to request the President for the time being of the Academy of Experts to appoint the replacement Independent Expert and to agree their terms of appointment on behalf of the parties; and
 - C. this Article 2.4 shall apply in relation to each and any replacement Independent Accounting Firm as if they were the first Independent Accounting Firm appointed;
- (d) All matters concerning the process and result of the determination by the Independent Accounting Firm shall be kept confidential among BPO, the Shareholders and the Independent Accounting Firm and their respective advisors.
- (e) The decision of the Independent Accounting Firm with respect to the matters in dispute shall in the absence of manifest error be final and binding on BPO and the Shareholders and shall not be

subject to appeal by any party. Upon a decision of the Independent Accounting Firm with respect to all matters in dispute, such amendments shall be made to the Closing Financial Statements as may be necessary to reflect such decision.

- (f) Within 10 (Ten) Business Days of the Closing Financial Statements becoming final and binding on BPO and the Shareholders the following adjustment to the Purchase Price shall be made based on the Closing Financial Statements:
- (1) If the Closing Net Working Capital exceeds the Target Net Working Capital, then BPO shall pay the excess amount to the Shareholders, and BPO and the Shareholders shall promptly procure that the entirety of the Holdback is released from the Escrow Account and paid to the Shareholders. If the excess exceeds the Holdback then BPO shall pay such additional amount to the Shareholders;
 - (2) If the Target Net Working Capital exceeds the Closing Net Working Capital, then the Shareholders shall pay the excess amount to BPO, firstly by set off against the Holdback, and then by cash if the Holdback is insufficient to satisfy the amount to be paid to BPO. Any portion of the Holdback remaining after payment of the excess amount to BPO pursuant to this Article shall be for the account of the Shareholders, and BPO and the Shareholders shall promptly procure that the remaining amount of the Holdback is released from the Escrow Account and paid to the Shareholders; and
 - (3) In the event the Shareholders fail to make payment in accordance with Article 2.4(f)(2), BPO shall be entitled to set off such amount owing against any amounts which are or may become owing to Shareholders pursuant to Article 2.2(a)(4) and/or Article 2.2(a)(5).

ARTICLE 3 - WARRANTIES

3.1 Warranties of the Shareholders.

- (a) The Shareholders hereby warranty to BPO, on a several basis only in respect of themselves and not jointly by each Shareholder, that each statement in this Article 3.1(a) is true and accurate as (1) at the Effective Date and (2) at the Closing Date:
- (1) The Shareholders are the beneficial and legal owners of record of their respective portions of the CCS Shares as set forth in Schedule "A" hereto, free and clear of all Encumbrances and are entitled to transfer the legal and beneficial title to the CCS Shares to BPO; and
 - (2) Each Shareholder:
 - A. is not bankrupt or unable to pay their debts within the meaning of the IA 1986, and
 - B. has full legal capacity to enter into and perform their respective obligations under this Agreement and the transaction documents to which such Shareholder is a party, and
 - C. has full legal capacity to own their respective portions of the CCS Shares as set forth in Schedule "A" to this Agreement;
 - D. confirms that the execution, delivery and performance by each Shareholder respectively of this Agreement and other transaction documents to which they

are a party do not (breach or constitute a default: (a) under any agreement or instrument to which any of the Shareholders is a party to or by which any of the Shareholders is bound; or (b) of any order, judgment, decree or other restriction applicable to any Shareholder.

- (b) Subject to and qualified by any matter which is disclosed to BPO in the Disclosure Letter, the Shareholders hereby jointly (except for Article 3.1(b)(7) and 3.1(b)(11) which are provided on a several basis only in respect of themselves and not jointly by each Shareholder) warrant to BPO that each statement in this Article 3.1(b) is true and accurate as at the Closing Date:
- (1) All CCS Group Statutory Company Registers and Companies House records are complete and accurate.
 - (2) The CCS Shares constitute the whole of the allotted and issued share capital of CCS and have been validly issued in compliance with Applicable Laws and are fully paid;
 - (3) There are no convertible agreements or arrangements regarding the CCS Shares;
 - (4) There are no outstanding options, warrants, debentures or other agreements regarding the CCS Shares;
 - (5) There are no issued and outstanding shares (common or preference) of CCS Group other than as provided for in Schedule "A" to this Agreement;
 - (6) CCS Group is the registered owner or beneficial holder of the Assets, Business, Intellectual Property and Material Contracts as defined in this Agreement;
 - (7) The Shareholders do not own any assets, intellectual property or business, other than the CCS Shares, that would otherwise be included in the Assets, Business, Intellectual Property or Material Contracts as defined in this Agreement;
 - (8) CCS Group has not redeemed, purchased or otherwise acquired any of its outstanding shares of any class or agreed to do so;
 - (9) Any dividends and distributions to the Shareholders have been made in accordance with Applicable Law and CCS Group's constitution, and no dividends and distributions have been made since the date of the last filed statutory accounts of CCS Group except as Disclosed by the Shareholders;
 - (10) There are no outstanding shareholder loans to or from the Shareholders or CCS Group;
 - (11) The Shareholders are residents of the United Kingdom with respect to applicable income tax legislation;
 - (12) CCS and Commercial Collection are both duly incorporated and validly existing under the laws of England and Wales, and each has all necessary corporate or other power, authority and capacity to carry on the Business as it is now being conducted as at the Effective Date;

- (13) Other than Commercial Collection being a wholly owned subsidiary of CCS, CCS Group holds no securities or other ownership, equity or proprietary interests in any other subsidiary or subsidiary undertaking;
- (14) To the Shareholders' knowledge, the sale of the CCS Shares will not: (a) result in a breach or a violation of, conflict with, or cause the termination or revocation of, any Authorization held by CCS Group or necessary to the ownership or use of its property and assets or the operation of the Business; (b) result in or require the creation of any Encumbrance upon any of their CCS Shares; (c) result in or require the creation of any Encumbrance upon any Assets, Intellectual Property or Business of CCS Group, not including any financing by BPO in order to complete the purchase of the CCS Shares; (d) result in a breach or a violation of, or conflict with, (i) any Law applicable to such Shareholder or to CCS Group, or (ii) any contract or obligation binding on or affecting such Shareholder or their respective CCS Shares, or any Material Contract binding on or affecting CCS Group; or (e) result in or give any Person the right to seek, or to cause: (i) the termination, cancellation, amendment or renegotiation of any Material Contract binding on or affecting CCS Group; (ii) the acceleration of any debt or other obligation of CCS Group; or (iii) the forfeiture or other loss, in whole or in part, of any benefit which would otherwise accrue to CCS Group;
- (15) CCS Group has complied in all material respects with all Applicable Laws applicable to the Business;
- (16) To the knowledge of the Shareholders, there are no actions, suits, claims, investigations or other legal proceedings pending or threatened against or by CCS Group;
- (17) To the knowledge of the Shareholders, there are no actions, suits, claims, investigations or other legal proceedings pending or threatened against or by the Shareholders that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement;
- (18) CCS Group have no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement or any transaction document;
- (19) To the knowledge of the Shareholders, there has not occurred any event that would constitute a material default under any Material Contract;
- (20) To the knowledge of the Shareholders, CCS Group has not received written notice that any party to a Material Contract intends to cancel, terminate or not renew such Material Contract;
- (21) CCS Group owns, holds, or possesses debt collection licenses, bonds and other Authorizations required to conduct its Business in compliance with Applicable Laws;
- (22) All accounts receivable, book debts and other debts due or accruing to CCS Group are bona fide and, subject to an allowance for doubtful accounts that have been reflected in

the last filed statutory accounts of CCS Group on a basis consistent with prior periods (being those statutory accounts for the previous 2 financial years preceding the date of the last filed statutory accounts), collectible without set-off or counterclaim;

- (23) The statutory accounts of CCS Group have been prepared consistent with the prior period of 3 years preceding the date of this Agreement and show a true and fair view of the state of affairs and the assets and liabilities of the CCS Group for the financial period to which they relate;
- (24) All accruals for unpaid holiday pay, premiums and contributions for statutory plans, accrued wages, salaries and commissions, vacation entitlements and employee plan payments have been reflected in the books and records of CCS Group;
- (25) There are no consulting, management, agency or processing agreements between CCS Group and any of the Shareholders, or alternatively, any such agreements shall be terminated as of the Closing Date.
- (26) Any existing Indebtedness of CCS Group has been paid in full, or alternatively, is to be deducted from the Purchase Price pursuant to Article 2.1;
- (27) Permission for the change of control of CCS Group under the *[name redacted]* contract (as referred to as a Material Contract) has been obtained as required from the respective third parties;
- (28) To the knowledge of the Shareholders, Schedule "B" to this Agreement lists all of the Assets, Material Contracts, leases, licences, bonds, Intellectual Property and policies of insurance of CCS Group;
- (29) CCS Group has filed all income Tax and/or Value-added Tax returns required to be filed by. All such Tax returns were complete and accurate in all respects. CCS Group has paid all Taxes which are due and payable;
- (30) There are no agreements, waivers or other arrangements providing for an extension of time for CCS Group to file any Tax return or pay any Taxes;
- (31) CCS Group has, as applicable, collected all amounts required to be collected by it on account of Taxes. CCS Group has remitted to the appropriate tax authority when required by law to do so all such amounts collected by it and has provided true copies of all Tax returns filed by CCS Group in respect of the most recent four fiscal years;
- (32) Each of CCS and Commercial Collections is not insolvent and has not made any assignment in favour of creditors or a proposal in bankruptcy to creditors, and no petition for a receiving order has been presented for any of them. CCS Group has not initiated proceedings with respect to a compromise or arrangement with creditors or for winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of CCS Group, or any of their respective assets, and no execution or distress has been levied on any of their respective assets, nor, to the knowledge of the Shareholders,

have proceedings been commenced in connection with any of the foregoing.

3.2 Warranties of BPO.

(a) BPO hereby warrants to the Shareholders that each statement in this Article 3.2(a) is true and accurate as (1) at the Effective Date and (2) at Closing:

- (1) BPO is a private company duly incorporated and validly existing under the laws of Scotland, and has full corporate power and authority to own its assets and conduct its business as now owned and conducted. BPO is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not, individually or in the aggregate, have a material adverse effect on BPO;
- (2) BPO has the necessary power, capacity, right, and authority and all necessary consents and authorisations to enter into and deliver this Agreement and any other document entered into by the Parties (or any of them) as contemplated by this Agreement to which it is or will be a Party and to perform its obligations thereunder.
- (3) All actions on the part of BPO necessary for the authorization, execution, and delivery of this Agreement, and the performance of all obligations of BPO hereunder have been taken or will be taken prior to the Closing Date, and this Agreement and each of other document entered into by the parties (or any of them) as contemplated by this Agreement constitutes valid and legally binding obligations of BPO, enforceable in accordance with their respective terms;
- (4) The obligations of BPO hereunder will not: (i) violate, conflict with or result in a breach of any contract to which it is a party or by which it is bound (including its articles of association or other constitutional documents); or (ii) any applicable law to which it is subject or by which it is bound;
- (5) There are no actions, suits, claims, investigations, or other legal proceedings pending or, to the knowledge of BPO, threatened against or by BPO that challenge, seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement;
- (6) BPO is not insolvent or unable to pay its debts under any applicable insolvency legislation and has not made any assignment in favour of creditors or a proposal in bankruptcy to creditors, and no petition for a receiving order has been presented. BPO has not initiated proceedings with respect to a compromise or arrangement with creditors or for winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of BPO or any of its assets, and no execution or distress has been levied on any of its assets, nor have proceedings been commenced in connection with any of the foregoing.

(b) BPO hereby warrants to the Shareholders that the following statement in this Article 3.2(b) is true and accurate as at the Effective Date:

- (1) It is not actually aware of any circumstance which would constitute a breach of any of the warranties provided by the Shareholders at Article 3.1.

3.3 Warranties of EP Corp.

EP Corp hereby warrants to the Shareholders that each statement in this Article 3.3 is true and accurate as (1) at the Effective Date and (2) at Closing:

- (a) EP Corp was duly incorporated in the Province of British Columbia, Canada, and since continuance into the Province of Alberta on August 30, 2022, is validly existing under the laws of the Province of Alberta, and has full corporate power and authority to own its assets and conduct its business as now owned and conducted. EP Corp is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary;
- (b) As of September 18, 2024, there are 116,215,796 EP Corp Shares issued and outstanding, an aggregate of 1,885,000 EP Corp Shares issuable upon exercise of outstanding options to purchase EP Corp Shares, an aggregate of 2,342,000 EP Corp Shares issuable upon exercise of outstanding warrants to purchase EP Corp Shares, and an aggregate of 1,472,000 EP Corp Shares issuable upon settlement of outstanding restricted stock units.
- (c) EP Corp has the necessary power, capacity, right, and authority and all necessary consents and authorisations to enter into and deliver this Agreement and each of other document entered into by the Parties (or any of them) as contemplated by this Agreement to which it is a Party and to perform its obligations thereunder.
- (d) EP Corp is authorized to issue an unlimited number of EP Corp Shares pursuant to its Articles of Continuance dated August 30, 2022.
- (e) All action on the part of EP Corp necessary for the authorization, execution, and delivery of this Agreement, and the performance of all obligations of EP Corp hereunder have been taken or will be taken prior to the Closing Date, and this Agreement and each of other document entered into by EP Corp as contemplated by this Agreement constitutes valid and legally binding obligations of EP Corp, enforceable in accordance with their respective terms;
- (f) The obligations of EP Corp hereunder will not: (i) violate, conflict with or result in a breach of any contract to which it is a party or by which it is bound (including its constitutional documents); or (ii) any applicable law (including, without limitation, the laws of Alberta or Canada), or any Applicable Securities Law to which it is subject or by which it is bound;
- (g) There are no actions, suits, claims, investigations, or other legal proceedings pending or, to the knowledge of EP Corp, threatened against or by EP Corp that challenge, seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement;
- (h) EP Corp has filed all material documents or information required to be filed by it under Applicable Securities Laws and by the rules and policies of the TSX Venture. All of the EP Corp Public Documents, as of their respective dates (and as of the dates of any amendments thereto), complied as to both form and content in all material respects with the requirements of Applicable Securities Laws or were amended on a timely basis to correct deficiencies identified by securities commissions or similar securities regulatory authorities. All of the EP Corp Public Documents are

publicly available on SEDAR+. EP Corp has not filed any confidential material change report with any securities regulatory authority that at the date hereof remains confidential. Other than in respect of the transactions contemplated by this Agreement, there is no material fact concerning EP Corp which has not been disclosed in the EP Corp Public Documents filed and available on SEDAR+ on or before the date hereof;

- (i) EP Corp is a "reporting issuer" under Applicable Securities Laws and is not noted as being in default on the list of reporting issuers maintained under Applicable Securities Laws and the EP Corp Shares are listed for trading on the TSX Venture, and in particular, without limiting the foregoing, EP Corp is in compliance with its disclosure obligations under Applicable Securities Laws. All filings and fees due and payable by EP Corp pursuant to Applicable Securities Laws and general corporate law have been made and paid. EP Corp has not taken any action to cease to be a reporting issuer in any jurisdiction in which it is a reporting issuer and has not received any notification from a securities regulatory authority seeking to revoke the reporting issuer status of EP Corp;
- (j) No securities commission or similar regulatory authority or stock exchange has issued any award, decision, injunction, judgment, order, ruling, subpoena, or verdict preventing or suspending trading of any securities of EP Corp, and EP Corp is not in default of any material requirement of Applicable Securities Laws. No delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of EP Corp is pending, or, to the knowledge of EP Corp, threatened or is expected to be implemented or undertaken, and EP Corp is not subject to any formal or informal review, enquiry, investigation or other proceeding relating to any such order or restriction;
- (k) EP Corp has reserved and allotted a sufficient number of EP Corp Shares as are issuable as the share consideration pursuant to this Agreement, and, upon the issuance thereof in accordance with the terms of this Agreement, such EP Corp Shares will be validly issued as fully paid and non-assessable;
- (l) EP Corp is not insolvent or unable to pay its debts under any applicable insolvency legislation and has not made any assignment in favour of creditors or a proposal in bankruptcy to creditors, and no petition for a receiving order has been presented. EP Corp has not initiated proceedings with respect to a compromise or arrangement with creditors or for winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of EP Corp or any of its assets, and no execution or distress has been levied on any of its assets, nor have proceedings been commenced in connection with any of the foregoing.

3.4 Indemnification

- (a) Subject to the provisions of Articles 3.6 and 3.7 below, the Shareholders are jointly liable to, and shall indemnify BPO, for any Damage suffered, sustained, or incurred following Closing as a result of, arising out of, or pursuant to:
 - (1) any warranty contained in Article 3.1 in this Agreement made by the Shareholders being not true and accurate;
 - (2) any liability, assessment or reassessment for Taxes relating to CCS Group for any period (or portion thereof) ending on or before the Closing Date.

- (b) Subject to the provisions of Articles 3.6 and 3.7 below, the Purchaser Entities are jointly and severally liable to, and shall indemnify and save harmless the Shareholders for all and any losses, costs, claims, liabilities, damages, demands and expenses suffered, sustained, or incurred by any of the Shareholders as a result of, arising out of, or pursuant to any warranty contained in this Agreement made by any of the Purchaser Entities being not true or accurate.
- (c) Subject to the provisions of Articles 3.6 and 3.7 below, EP Corp is liable to, and shall indemnify and save harmless the Shareholders for all and any losses, costs, claims, liabilities, damages, demands and expenses suffered, sustained, or incurred by any of the Shareholders as a result of, arising out of, or pursuant to any failure of EP Corp to validly allot and deliver the Investment Shares to the Shareholders on Closing and with such Investment Shares having a value equal to the Subscription Amount as at Closing.
- (d) The Shareholders may take action against, grant time or other indulgence to, or release or compromise in whole or part the liability of, either of the Purchaser Entities in respect of any warranty, indemnity or other obligation under this Agreement without affecting the liability of the other Purchaser Entity who is liable in respect of that warranty, indemnity or other obligation.

3.5 Guarantee

- (a) In consideration of the Shareholders entering into this Agreement, EP Corp guarantees to the Shareholders the due and punctual performance, observance and discharge by BPO of the Guaranteed Obligations when they become performable or due in accordance with the terms of this Agreement (or (as the case may be) any relevant document entered into by the Parties (or any of them) as contemplated by this Agreement).
- (b) If BPO defaults in the payment when due of any amount that is a Guaranteed Obligation the EP Corp shall, immediately on demand by the Shareholders, pay that amount to the Shareholders in the manner prescribed by this Agreement (or (as the case may be) any relevant document entered into by the Parties (or any of them) as contemplated by this Agreement) as if it were BPO.
- (c) EP Corp as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under Article 3.5(a) and Article 3.5(b), shall indemnify and keep indemnified the Shareholders in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Shareholders arising out of, or in connection with:
 - (1) BPO's failure to perform or discharge any of the Guaranteed Obligations; or
 - (2) any of the Guaranteed Obligations being or becoming totally or partially unenforceable by reason of illegality, capacity, lack or exceeding of powers, ineffectiveness of execution or any other matter, provided always that BPO's liability under this indemnity shall not exceed the amount that the Shareholders are entitled to recover from the BPO (or would have been entitled to recover, had the relevant obligation been fully enforceable) in respect of the Guaranteed Obligations.
- (d) The guarantee in this Article 3.5 is a continuing security which shall remain in full force and effect until all the Guaranteed Obligations have been paid, satisfied or performed in full, notwithstanding any intermediate payment, satisfaction or performance of any part of the Guaranteed Obligations by any person.

- (e) EP Corp's liability under the guarantee in this Article 3.5 shall not be reduced, discharged or otherwise adversely affected by:
- (1) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Shareholders may now or after the date of this agreement have from or against BPO or any other person in connection with the Guaranteed Obligations;
 - (2) any grant of time, indulgence, waiver or concession to BPO or any other person;
 - (3) the dissolution, amalgamation, reconstruction, reorganisation, insolvency, bankruptcy, liquidation, administration or winding up, or any incapacity, limitation, disability, discharge by operation of law or change in the constitution, name or style, of BPO, the Shareholders or any other person;
 - (4) any unenforceability, illegality or invalidity of any of the provisions of this Agreement (or any document entered into by the Parties (or any of them) as contemplated by this Agreement) or any of the BPO's obligations under the Agreement (or any document entered into by the Parties (or any of them) as contemplated by this Agreement), so that this guarantee shall be construed as if there were no such unenforceability, illegality or invalidity;
 - (5) any act, omission, matter or thing which would not have discharged or affected the liability of EP Corp had it been a principal obligor instead of a guarantor or indemnifier;
 - (6) anything done or omitted by any person which, but for this provision, might operate or exonerate or discharge the EP Corp or otherwise reduce or extinguish its liability under the guarantee in this Article 3.5; or
 - (7) any other act or omission except an express written release by deed of the EP Corp by the Shareholders.
- (f) EP Corp waives any right it may have to require the Shareholders (or any trustee or agent on its behalf) to proceed against or enforce any other right or claim for payment against any person before claiming from the EP Corp under this Article 3.5.
- (g) EP Corp shall, on a full indemnity basis, pay to the Shareholders on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any value added tax on them) incurred by the Shareholders in connection with:
- (1) the preservation, or exercise and enforcement, of any rights under or in connection with the guarantee in this Article 3.5, or any attempt so to do; and
 - (2) any discharge or release of the guarantee in this Article 3.5.
- (h) Until all amounts which may be or become payable by BPO under or in connection with this Agreement have been irrevocably paid in full, and unless the Shareholders otherwise directs in writing, EP Corp shall not exercise any security or other rights it may have by reason of performing its obligations under this Article 3.5, whether such rights arise by way of set-off, counterclaim, subrogation, indemnity or otherwise.
- (i) The guarantee in this Article 3.5 is in addition to and shall not affect nor be affected by or merge with any other judgment, security, right or remedy obtained or held by the Shareholders from time to time in respect of the discharge and performance of the Guaranteed Obligations by BPO.

- (j) If an event, matter or circumstance shall occur, in respect of EP Corp and whilst this guarantee is outstanding, which, in the reasonable opinion of the Shareholders, means that EP Corp cannot fully perform its obligations and/ or meet its liabilities (whether actual, contingent, prospective or otherwise) under this Article 3.5. EP Corp shall, if the Shareholders request, procure that a person of standing acceptable to the Shareholders within 10 Business Days of that request enters into a guarantee and indemnity of the Guaranteed Obligations in a form acceptable to the Shareholders.

3.6 Agreement Survival Period.

- (a) This Agreement (other than obligations that have already been fully performed) remains in full force after Closing.
- (b) Subject to Article 3.6(c), the Shareholders shall not be liable for a Claim unless notice in writing summarizing the nature of the Claim (in so far as it is known to BPO) and, as far as is reasonably practicable, the amount claimed, has been given by or on behalf of BPO to the Shareholders on or before Thirty (30) days following the Performance Period.
- (c) A Claim that is notified in accordance with Article 3.6(b) shall (if not previously satisfied, settled or withdrawn) be deemed to have been irrevocably withdrawn 6 (Six) months after the date on which notice of the relevant Claim was given (and no new Claim may be made in respect of the same facts) unless on or before that date, legal proceedings have been issued and served on the Shareholders in respect of the relevant Claim.
- (d) The Purchaser Entities shall not be liable for claim under this Agreement unless notice in writing summarizing the nature of the breach (in so far as it is known to the Shareholders) and, as far as is reasonably practicable, the amount claimed, has been given by or on behalf of the Shareholders on or before the date that the Guaranteed Obligations have been fully performed and/ or satisfied.
- (e) Nothing in this Article 3.6, or in Article 3.7, applies to exclude or limit any Party's liability and to the extent that any breach of any warranty or indemnity arises or is delayed as a result of dishonesty, fraud, wilful misconduct or wilful concealment by any Party, their agents or advisors.

3.7 Limitations and Exclusions.

- (a) The Shareholders shall not be liable for a Claim unless:
 - (1) the Shareholder's liability in respect of that Claim (together with any connected Claims) exceeds *[financial metric redacted]*; and
 - (2) The amount of the Shareholders' liability in respect of such Claim, either individually or when aggregated with the Shareholders' liability for all other Claims (other than those excluded under Article 3.7(a)(1)) exceeds *[financial metric redacted]*, in which case the Shareholders shall be liable for the whole amount claimed (and not just the amount above the threshold in this Article 3.7 (a)(2).
- (b) The Shareholders shall have no liability in respect of a Claim where (and to the extent that) such Claim is based upon a contingent liability unless and until such liability becomes an actual liability,

and provided this occurs before the expiry of the time limit for notifying such Claim as set out in Article 3.6(b).

- (c) BPO shall not be entitled to make a Claim where (and to the extent that) the facts, matters, events or circumstances giving rise to the Claim are:
 - (1) disclosed in the Disclosure Letter; or
 - (2) within the actual, constructive or imputed knowledge of the Purchaser Entities, their employees, agents or advisers at the Effective Date and/ or the Closing Date, whether arising as a result of its investigation of CCS Group or otherwise.
- (d) The Shareholders shall have no liability in respect of a Claim where (and to the extent that) any allowance, provision or reserve was made in the statutory accounts of CCS Group and/or the Closing Financial Statement in respect of the matter, event or circumstance giving rise to the Claim or payment in respect of that Claim being made or discharged by CCS Group prior to Closing.
- (e) The Shareholders shall not be liable in respect of a Claim where BPO or its Group (including CCS Group) is entitled to make a claim under a policy of insurance in respect of any matter, event or circumstance giving rise to the Claim unless BPO first makes (or procures that CCS Group makes) a claim against its insurers pursuant to the relevant policy. The Shareholders' liability in respect of any such Claim shall then be reduced by the amount recovered under such policy of insurance (less all reasonable costs, charges and expenses incurred by BPO or its Group in recovering that sum), or extinguished if the amount so recovered exceeds the amount of the Claim.
- (f) If BPO or CCS Group is at any time recovers or is entitled to recover or otherwise claim reimbursement from a third party in respect of any matter, event or circumstance giving rise to a Claim, the following provisions shall apply:
 - (1) BPO shall (or shall procure that CCS Group shall) take all necessary steps to enforce such recovery or seek such reimbursement from the relevant third party and shall do so before making a Claim against the Shareholders;
 - (2) the liability of the Shareholders in respect of the related Claim shall be reduced by the amount (if any) actually recovered from the relevant third party (less all reasonable costs, charges and expenses properly incurred by BPO or CCS Group in recovering that sum), or extinguished if the amount recovered exceeds the amount of the relevant Claim; and
 - (3) if the Shareholders make a payment to BPO in respect of a Claim and BPO or CCS Group subsequently recovers from a third party a sum which is referable to that Claim, BPO shall promptly repay to the Shareholders the lower of:
 - A. the amount recovered from such third party (less all reasonable costs, charges and expenses properly incurred by BPO or CCS Group in recovering that sum); and
 - B. the amount paid to BPO by the Shareholders in respect of the relevant Claim.
- (g) Any amount repaid to the Shareholders pursuant to Article 3.7(f)(3) or otherwise shall be deemed to have never been paid by the Shareholders to BPO.
- (h) The Shareholders shall not be liable in respect of a Claim that arises, or to the extent that the value of such Claim is increased, as a result of a change in or withdrawal of any law, legislation,

rule or regulation (including any new law, legislation, rule or regulation extra statutory concession or published practice of any Tax authority) that comes into force or otherwise takes effect after the Closing Date.

- (i) The Shareholders shall not be liable in respect of a Claim if the matter, event or circumstance giving rise to the Claim occurs, arises or is otherwise attributable to, or to the extent that the Shareholders' liability pursuant to the Claim arises or is increased, as a result of:
 - (1) any voluntary act, omission, transaction or arrangement of BPO or CCS Group (or their respective directors, employees or agents) on or after the Closing Date;
 - (2) any change introduced or having effect after the Closing Date in the accounting bases, policies, practices or methods applied in the accounting reference date, preparing any accounts or valuing any assets or liabilities of CCS Group;
 - (3) the failure or omission on the part of the CCS Group or the Purchaser Entities after Closing to make any claim, election, surrender or disclaimer or to give any notice or consent or to do any other thing, the making or giving of which was taken into account in the preparation of the statutory accounts or the Closing Financial Statements of CCS Group;
 - (4) the withdrawal or amendment by CCS Group or the Purchaser Entities after Closing of any election, claim, surrender, disclaimer, notice or consent made by the CCS Group in relation to any relief;
 - (5) the Purchaser Entities failing to comply or failing to procure that CCS Group complies with their respective obligations under this Agreement.
- (j) The Shareholders shall not be liable in respect of a Claim where (and to the extent that) the liability pursuant to such Claim comprises penalties, charges or interest arising directly or indirectly from any act, omission, transaction or arrangement of BPO or CCS Group after the Closing Date.
- (k) The provisions of this Articles 3.7 (k) to (o) (inclusive) shall apply if BPO becomes aware of any dispute, claim, demand, action or proceedings between BPO, CCS Group and a third party which might reasonably be considered likely to give rise to a Claim (a "**Third Party Dispute**").
- (l) In the event of a Third Party Dispute following the Closing Date, BPO shall:
 - (1) as soon as reasonably practicable, and in any event within five Business Days of the date upon which BPO or CCS Group becomes aware of the Third Party Dispute, give written notice of the Third Party Dispute to the Shareholders, specifying in reasonable detail the nature of the Third Party Dispute;
 - (2) keep the Shareholders fully informed of the progress of, and all material developments in relation to, the Third Party Dispute;
 - (3) provide the Shareholders with copies of all information and correspondence relating to the Third Party Dispute; and
 - (4) give (and procure that CCS Group gives) the Shareholders and their professional advisers access at reasonable times (and on reasonable prior notice) to its premises and personnel, and to any relevant assets, accounts, documents or records within its control, for the purposes of enabling the Shareholders to assess the Third Party Dispute and to exercise their rights under this Article 3.7(l) and Article 3.7(m).
- (m) Subject to the Shareholders indemnifying BPO in accordance with Article 3.7(n), BPO shall:

- (1) take (and shall procure that CCS Group takes) such action as the Shareholders may reasonably request to avoid, dispute, resist, mitigate, compromise or defend the Third Party Dispute, or to appeal against any judgment given in respect of it;
 - (2) not (and shall procure that CCS Group shall) agree to any compromise or settlement, or make any admission of liability or payment, in relation to the Third Party Dispute without the prior written consent of the Shareholders (such consent not to be unreasonably withheld or delayed); and
 - (3) if required by the Shareholders in writing, delegate the conduct of any legal proceedings in respect of the Third Party Dispute ("**Third Party Proceedings**") to the Shareholders. For this purpose, BPO shall retain such firm of solicitors as is selected by the Shareholders to act on behalf of BPO (or, as case may be, another member of its Group) in relation to the Third Party Proceedings in accordance with the Shareholders' instructions, and it shall provide such information and assistance as the Shareholders or the appointed solicitors may require in connection with the conduct of the Third Party Proceedings.
- (n) The Shareholders shall indemnify in respect of all third party costs, charges and expenses that are reasonably and properly incurred by BPO or CCS Group as a consequence of any actions taken at the request of the Shareholders in accordance with Article 3.7 (l) and Article 3.7(m).
- (o) The Shareholders shall have no liability in respect of a Claim where (and to the extent that) their liability pursuant to the relevant Claim arises or is increased as a result of a failure by BPO or CCS Group to act in accordance with any request or direction given by the Shareholders in accordance with Article 3.7(m).
- (p) Any Claim against the Shareholders under this Agreement shall be reduced by the amount of any relief that may be available to any of the Purchaser Entities and/or CCS Group as a consequence of any payment by the Shareholders under this Agreement or the matter giving rise to the liability of the Shareholders.
- (q) Neither BPO (nor any other member of its Group) shall be entitled to recover damages, or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same loss, shortfall, damage, deficiency, breach or other event or circumstance.
- (r) The Purchaser Entities agree that rescission shall not be available as a remedy for any breach of this Agreement and the Purchaser Entities shall not be entitled to rescind this Agreement.
- (s) BPO shall (and shall procure that each member of its Group shall) take all reasonable steps to avoid or mitigate any loss or liability that may give rise to a Claim.
- (t) Any third party that is entitled to make a Claim against the Shareholders under this Agreement shall be subject to the provisions of Article 3.6 and Article 3.7 as if it were BPO.
- (u) The aggregate liability of the Shareholders for any claim for Damages pursuant to Article 3.4(a), any claim for contractual damages for a breach of any warranty contained in Article 3.1, or any other claim pursuant to this Agreement shall not exceed *[percentage redacted]* of the amount of the Purchase Price paid to and actually received by each Shareholder in the proportions set out opposite their respective names in Schedule "A" (for the purpose of this Article, the amount actually received by each Shareholder shall, in respect of the Purchase Price used by a Shareholder

to subscribe for the Investment Shares held by them on or around the Closing Date, only include the Subscription Amount once the Investment Shares are disposed of by a Shareholder).

- (v) The Purchaser Entities shall indemnify the Shareholders against any Damages suffered by the Shareholders (including costs and expenses) arising by reference to any statutory provision as a result of the Purchaser Entities failing to procure payment by CCS Group of any Tax payable by it.

ARTICLE 4 - OTHER COVENANTS

4.1 Conduct of Business Prior to Closing.

- (a) During the period from the Effective Date to the Closing Date, the Shareholders shall:
 - (1) procure that CCS Group carry on the Business in the normal course and in the manner provided in Article 4.1(b);
 - (2) use all reasonably endeavours to maintain the trade and trade connections of CCS Group;
 - (3) promptly notify BPO in writing of any material change in the Business, financial position or Assets of CCS Group;
 - (4) promptly provide BPO, its agents and representatives with such information relating to the Business and affairs of CCS Group, and such access to their books and records, as BPO may reasonably require from time to time; and
 - (5) not induce, or attempt to induce (whether directly or indirectly), any of the Employees of CCS Group to terminate their employment.
- (b) During the period from the Effective Date to the Closing Date, the Shareholders shall procure that, except with the prior written consent of BPO (not to be unreasonably withheld or delayed), CCS Group shall:
 - (1) not sell, lease, license, transfer, or otherwise dispose of, or agree to sell, lease, license, transfer, or otherwise dispose of, any of the Assets, Business and Intellectual Property to any third party except in the Ordinary Course of Business;
 - (2) not make or agree to make any extraordinary payments, distribution of assets, dividends or bonuses to the Shareholders, directors or officers of CCS Group;
 - (3) make all necessary Tax, governmental, and other filings, as and when required, in the Ordinary Course of Business;
 - (4) pay to all its Employees all wages or other entitlements in the Ordinary Course of Business;
 - (5) not create any new personnel obligations or grant any salary increase to existing Employees, or grant to any director or officer an increase in compensation in any form, or make any loan to any director, officer or shareholder, in each case, which would or is

reasonably likely to result in an increase in the relevant Employee's salary of ten (10) per cent or more;

- (6) not pass any resolution of its members; and
 - (7) not amend, disclaim, reject or vary any existing Material Contract, or enter into any further Material Contracts with third parties, other than collections contacts with customers in the Ordinary Course of Business.
- (c) The undertakings contained in this Article 4.1 shall not operate so as to prevent or restrict the Shareholders from:
- (1) undertaking any matter or taking any action required to be taken in order to facilitate the transfer of shares between the Shareholders to reflect the shareholding position as set out in Schedule "A"; and
 - (2) drawing the monthly aggregate sum of *[financial metric redacted]* through the director's loan account between the date of this Agreement and Closing.

ARTICLE 5 - CLOSING AND CONDITIONS OF CLOSING

5.1 Closing Obligations of the Seller Entities.

- (a) At the Closing Date, the Shareholders shall deliver or cause to be delivered to BPO:
- (1) transfers of the CCS Shares to BPO, in the agreed form, duly signed by the Shareholders in favour of BPO;
 - (2) the share certificates for the CCS Shares or an indemnity, in agreed form, for any lost certificates, duly executed by the relevant Shareholder;
 - (3) the share certificate in respect of all issued shares in the capital of Commercial Collections;
 - (4) the registers, minute books and other records required to be kept by CCS Group under the Companies Act 2006, in each case duly written up as at the Closing Date, together with the common seals (if any), certificates of incorporation and any certificates of incorporation on change of name for CCS Group;
 - (5) signed minutes, in agreed form, of each of the board meetings held by CCS Group for the approval of matters at the Closing Date at the request of BPO;
 - (6) the Escrow Agreement, duly executed by each Shareholder;
 - (7) the Disclosure Letter, duly signed by each Shareholder;
 - (8) Signed copies of resignations of directors and officers of CCS Group, in the agreed form and as applicable;
 - (9) Evidence to the reasonable satisfaction of BPO that any existing Indebtedness of the Shareholders to CCS Group has been paid in full;
 - (10) To the extent not provided in the Data Room, copies of all debt collection licences, bonds, Material Contracts, leases, Intellectual Property as applicable, and policies of insurance listed in Schedule "B" to this Agreement; and
 - (11) Evidence to the reasonable satisfaction of BPO that permission for the change of control

of CCS Group under the *[name redacted]* contract has been given.

5.2 Effective Date & Closing Obligations of the Purchaser Entities.

- (a) On the Effective Date, the Purchaser Entities shall deliver (or cause to be delivered) to the Shareholders:
- (1) this Agreement, duly executed by each of the Purchaser Entities;
 - (2) copies of resolutions of the directors of each of the Purchaser Entities, as well as of EP Investments and EP RCM, in the agreed form and certified by an officer of each approving this Agreement and all transactions contemplated hereunder;
 - (3) certificates executed by senior officers of each of the Purchaser Entities, in the agreed form, that the warranties each has provided in this Agreement are true on and as of the Effective Date as if made on and as of the Effective Date;
 - (4) applicable certificates of good standing from the respective corporate jurisdictions for each Purchaser Entity, as well as Memorandum and Articles of Association and any amendments thereto regarding BPO, and Articles of Continuance regarding EP Corp evidencing each Purchaser Entity's authority to enter into this Agreement.
- (b) Subject to Shareholders complying with Article 5.1, the Purchaser Entities covenant and agree, as applicable, that at the Closing Date:
- (1) BPO shall cause to be transferred:
 - A. the amount of the Closing Payment as provided for in Article 2.2(a)(1), less the Subscription Amount, to the Shareholders' Solicitor;
 - B. the amount of the Holdback as provided for in Article 2.2(a)(2) to the Escrow Account;
 - (2) BPO shall deliver (or cause to be delivered to the Shareholders):
 - A. the Disclosure Letter, duly signed by BPO;
 - B. the Escrow Agreement, duly executed by BPO and BPO's Solicitor;
 - (3) EP Corp shall provide evidence, in a form satisfactory to the Shareholders, that a Treasury Direction has been forwarded to *[name redacted]*, transfer agent for EP Corp, in order to issue the Investment Shares pursuant to Article 2.3, requesting *[name redacted]* to issue a Direct Registration System Statement in relation to the Investment Shares for each Shareholder in their proportionate amount set forth in Schedule "A" hereto;
 - (4) Certificates are executed by senior officers of each of the Purchaser Entities, in the agreed form, that the warranties each has provided in this Agreement are true on and as of the Closing Date as if made on and as of the Closing Date;
 - (5) Copies of resolutions of the directors of each of the Purchaser Entities, in the agreed form and certified by an officer of each, are provided approving Closing and the execution and delivery of any transaction documents to be delivered by any of the Purchaser Entities at Closing;
 - (6) Evidence, in a form satisfactory to the Shareholders, is provided of TSX Venture approval of this Agreement and the transactions contemplated herein including, without

limitation, the issuance of the EP Corp Shares contemplated herein and any completed form required by TSX Venture together with evidence of the payment of all applicable fees; and

- (7) Evidence, in a form satisfactory to the Shareholders from SEDAR+ that EP Corp is not in default as a reporting issuer, and has not received a cease trade order.

5.3 Conditions Precedent to Closing.

(a) Closing is subject and conditional upon:

- (1) receipt by BPO of unconditional change in control consent from the Financial Conduct Authority ("**FCA Condition**");
- (2) receipt by EP Corp of confirmation under TSX Venture policies whether the transaction constitutes a reviewable or expedited transaction, TSX Venture approval and the transactions contemplated herein including, without limitation, the issuance of the EP Corp Shares and TSX Venture conditional acceptance letter, contemplated herein ("**Investment Condition**")
together, the "**Conditions**".

(b) Unless otherwise extended by the mutual agreement in writing by the parties, this Agreement shall automatically terminate and cease to have effect, except as provided in Article 5.3(c), at 6.00 pm on the Longstop Date, if the Conditions are not satisfied by or before then, or if any of the Conditions cease to be satisfied at any time up to and including that date and time.

(c) If this Agreement terminates in accordance with Article 5.3(b) or Article 5.3(i), it will immediately cease to have any further force and effect except for:

- (1) any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination (including Article 1.1, Article 5.3(c) and this Article 5.3(c)(1), Article 3.6, Article 3.7, Article 7.1 and Articles 7.3 to 7.11 (inclusive)), each of which shall remain in full force and effect; and
- (2) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

(d) The Shareholders and Purchaser Entities shall use all reasonable endeavours to procure (so far as it lies within their respective powers so to do) that the Conditions are satisfied as soon as practicable and in any event no later than the Longstop Date.

(e) The Purchaser Entities and the Shareholders shall co-operate fully in all actions necessary to procure the satisfaction of the Conditions including (but not limited to) the provision by the Parties of all information reasonably necessary to make any notification or filing that as required by any relevant authority, keeping the other Parties informed of the progress of any notification or filing and providing such other assistance as may reasonably be required.

(f) The Purchaser Entities shall promptly notify the Shareholders in writing if they become aware of any fact, event, matter or circumstance that:

- (1) has prevented or might prevent any of the Conditions from being satisfied by or before

- the Longstop Date; or
- (2) has caused or might cause any of the Conditions to cease to be satisfied at any time during the Effective Date and the Closing Date.
- (g) The Purchaser Entities will notify the Shareholders in writing as soon as reasonably practicable and in any event within two Business Days of becoming aware that any of the Conditions have been satisfied and provide such evidence of satisfaction as the Shareholders shall reasonably require.
 - (h) BPO shall, within two Business Days of a written request from any of the Shareholders, provide such information as requested by any of the Shareholders in connection with the satisfaction of any of the Conditions.
 - (i) BPO may elect to terminate this Agreement by written notice to the other Parties if any fact, matter or circumstance Disclosed in the Disclosure Letter has a Material Adverse Effect on CCS Group.
 - (j) Unless this Agreement has been terminated in accordance with its terms, Closing shall take place remotely on the Closing Date or such other place or method as is agreed by the Parties in writing.

ARTICLE 6 - RESTRICTIVE COVENANTS

- 6.1 In this Article 6, the following words and expressions shall have the following meanings:
- (a) **“Restricted Business”** any business that is or (if not yet commenced) would be in competition with any part of the Business as it is being carried on at the Closing Date.
 - (b) **“Restricted Customer”** any person who is at the Closing, or who has been at any time during the period of 12 months immediately preceding the Closing Date, a client or customer of, or in the habit of dealing with, CCS Group.
 - (c) **“Restricted Person”** any person who is at Closing, employed or directly or indirectly engaged by CCS Group in an executive, managerial, sales or technical role.
- 6.2 Each Shareholder severally undertakes to each of BPO and CCS Group that they will not:
- (a) at any time during the period of 2 years commencing on the Closing Date, in any geographic area in which the Business (or any part of it) is carried on at the Closing Date, carry on or be employed, engaged, concerned or interested in, or in any way assist, a Restricted Business;
 - (b) at any time during the period of 2 years commencing on the Closing Date:
 - (1) canvass, solicit or otherwise seek the custom of any Restricted Customer with a view to providing goods or services to them in competition with the Business; or
 - (2) induce or attempt to induce a Restricted Customer to cease conducting business with, or to reduce the amount of business conducted with, or to vary adversely the terms upon which it conducts business with, CCS Group, or do any other thing which is reasonably likely to have such an effect;

- (c) at any time during the period of 2 years commencing on the Closing Date, have any business dealings with a Restricted Customer in connection with the provision of goods or services to them in competition with the Business;
 - (d) at any time during the period of 2 years commencing on the Closing Date, have any business dealings with, or solicit, entice or attempt to entice away, any person who is at Closing, or who has been at any time during the period of 12 months immediately preceding the Closing Date, a supplier of goods or services to CCS Group, if such dealings, solicitation or enticement causes or is reasonably likely to cause such supplier to cease supplying, or to reduce its supply of goods or services to, CCS Group, or to vary adversely the terms upon which it conducts business with CCS Group;
 - (e) at any time during the period of 2 years commencing on the Closing Date:
 - (1) offer to employ or engage, or otherwise entice or attempt to entice away from CCS Group, any Restricted Person; or
 - (2) employ or engage, or otherwise facilitate the employment or engagement by any person, of any Restricted Person whether or not they would be in breach of contract as a result of such employment or engagement;
 - (f) at any time after Closing, use in the course of any business:
 - (1) any of the words "CCSCollect" and "Commercial Collection Services";
 - (2) any trade or service mark, business or domain name, design or logo which, at Closing, is being or has been used by CCS Group in connection with the Business; or
 - (3) anything which, in the reasonable opinion of BPO, is capable of confusion with any of the words, marks, names, designs or logos referred to in Article 6.2(f)(1) or Article 6.2 (f)(2);
 - (g) at any time after Closing, do or say anything which may be harmful to the reputation of CCS Group;
 - (h) at any time after Closing, present himself (or permit himself to be presented) as:
 - (1) connected in any capacity with CCS Group (save in the normal course of employment or engagement by CCS Group if such employment or engagement continues after Closing), or
 - (2) interested or concerned in any way in the CCS Shares (or any of them).
- 6.3 The undertakings in Article 6.2 are intended for the benefit of, and shall be enforceable by, each of BPO and CCS Group, and shall apply to actions carried out by the relevant Shareholder in any capacity (including as shareholder, partner, director, principal, consultant, officer, employee, agent or otherwise) and whether directly or indirectly, on the Shareholder's own behalf or on behalf of, or jointly with, any other person.
- 6.4 Each undertaking in Article 6.2 is a separate undertaking by each Shareholder in relation to that Shareholder and their interests and shall be enforceable by BPO and CCS Group separately and independently of their right to enforce any one or more of the other undertakings contained in that Article.
- 6.5 Nothing in Article 6.2 shall prevent any Shareholder from:

- (a) holding for investment purposes only units of any authorised unit trust or not more than *[percentage redacted]* in nominal value of any class of shares or securities of any company traded on a recognised investment exchange (within the meaning of the Financial Services and Markets Act 2000), or
- (b) complying with their respective contracts of employment or engagement with CCS Group, BPO or BPO's Group whilst he remains a director, employe and/or consultant of CCS Group, BPO or BPO's Group.

ARTICLE 7 - GENERAL PROVISIONS

7.1 Confidentiality.

- (a) The Parties acknowledge that all information to be disclosed by any other Party in connection with this Agreement is highly sensitive, confidential and proprietary in nature. Each Party shall not disclose or use confidential information with respect to any other Party, other than in accordance with this Agreement, and the Parties shall hold all confidential information in strictest confidence, except such information and documents:
 - (1) reasonably demonstrated to be in the public domain, or
 - (2) was, is or becomes available to that Party on a non-confidential basis from a person who, to that Party's knowledge, is not bound by a confidentiality agreement, and is not otherwise prohibited from disclosing the information to that Party
 - (3) to any of their employees, officers, consultants, representatives or advisers who need to know that information for the purposes of advising on this agreement or facilitating the transaction contemplated by this Agreement, provided that the Party making the disclosure ("**Disclosing Party**") informs the recipient of the confidential nature of the information before disclosure and procures that each recipient shall, in relation to any such information disclosed to them, comply with the obligations set out in this Article 7.1 as if they were the Disclosing Party. The Disclosing Party shall, at all times, be liable for the failure of their recipients to comply with the obligations set out in this Article 7.1;
 - (4) by an order of any court of competent jurisdiction, or any regulatory, judicial, governmental or similar body, or any authority for Taxes or securities exchange of competent jurisdiction;
 - (5) under any arrangement in place under which negotiations relating to terms and conditions of employment are conducted;
 - (6) to make any filing with, or obtain any authorisation from, any regulatory, governmental or similar body, or any authority for Taxes or securities exchange of competent jurisdiction;
 - (7) to protect the disclosing Party's interest in in any legal proceedings;
 - (8) disclosed as required by applicable laws,

- (9) provided that in each case (where it is legally permitted to do so) the Party making the disclosure gives the other Parties as much notice of the disclosure as possible.
- (b) Each Party shall supply the other Parties (or any of them) with such information about itself, its Group or this Agreement as they may reasonably require for the purposes of satisfying the requirements of any law or any judicial, governmental, regulatory or similar body or any authority for Tax or securities exchange of competent jurisdiction.
- (c) Nothing in this Article 7.1 shall prevent a Party from making an announcement required by law or any governmental or regulatory authority (including any authority for Taxes), any securities exchange, or any court or other authority of competent jurisdiction, provided that the Party required to make the announcement (where permitted by law and insofar as it is reasonably practicable to do so) consults with the other Parties in advance, and takes into account their reasonable requests concerning the form, content and timing of the announcement.
- (d) The Parties shall issue a press release in the agreed form immediately after Closing.
- 7.2 Further Acts. Each of the Parties shall (and shall use reasonable endeavours to procure that any relevant third party shall) at the request of any other Party execute and deliver any further documents and do all acts and things as that Party may reasonably require from time to time for the purposes of giving full effect to this Agreement.
- 7.3 Amendments. No amendment, supplement, modification, or waiver of this Agreement and, unless otherwise specified, no consent or approval by any Party hereto, is binding unless executed in writing by the Party to be bound thereby.
- 7.4 Assignment. No Party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Parties, except that BPO may assign its rights under this Agreement to a member of its Group for so long as that company remains a member of BPO's Group. BPO shall procure that such company assigns any rights assigned to it in accordance with this Article back to BPO or to such other member of BPO's Group as it may nominate immediately before that company ceases to be a member of BPO's Group. Provided always that the liability of the Shareholders to any assignee permitted under this Article shall not be greater than their liability to BPO if that assignment had not occurred. If there is an assignment of any of BPO's rights under this Agreement: (1) the Shareholders may discharge their obligations under this Agreement to BPO until they receive notice of the assignment; and (2) the assignee may enforce this Agreement as if it was named in this Agreement as BPO, but BPO shall remain liable for any obligations under this Agreement.
- 7.5 Governing Law and Jurisdiction. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 7.6 Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement, and the Parties

hereby undertake to renegotiate in good faith any such invalid or unenforceable provision, with a view to concluding valid and enforceable arrangements as nearly as possible the same as those contained in this Agreement.

7.7 Entire Agreement. This Agreement and each of other document entered into by the Parties (or any of them) as contemplated by this Agreement constitute the entire agreement between the Parties and supersede and extinguish all previous and contemporaneous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

7.8 Notice. All notices given by a Party under this Agreement must be in writing and may be delivered by courier or in person, by registered mail or by electronic transmission to the following:

If to the Shareholders:

to the address as set out in Schedule "A"

With a copy sent by email to (which shall not constitute notice): *[email redacted]*

If to BPO:

BPO Collections Limited, Attention: Graham Rankin, Director

[address redacted]

With a copy sent by email to (which shall not constitute notice): *[email redacted]*

If to EP Corp:

Everyday People Financial Corp., Attention: Barret J. Reykdal, CEO

#450, 11150 Jasper Avenue NW, Edmonton, AB, T5K 0C7

With copies sent by email to (which shall not constitute notice): *[email redacted]* and *[email redacted]*

or to such other email address or location as may from time to time be notified in writing by the Parties. Any change notified pursuant to this Article shall take effect at 9.00 a.m. in the UK on the later of (1) the date, if any, specified in the notice as the effective date for the change; and (2) the date five Business Days after deemed receipt of the notice. All Notices shall be deemed to have been given:

- (a) if delivered by courier or personally, when delivered; or
- (b) if delivered by pre-paid registered mail, at 9.00 a.m. on the third Business Day after the date mailed providing proof of delivery,

if deemed receipt under this Article 7.8 would occur outside business hours in the place of receipt (which, in the case of service of notices on the relevant party by hand or post), it shall be deferred until business hours resume. In this Article, "**business hours**" means 9.00 a.m. to 5.00 p.m. Monday to Friday on a day that is not a public holiday in the place of receipt.

7.9 Waiver. Failure by any Party hereto to insist in any instance upon the strict performance of any one of the rights contained herein shall not be construed as a waiver or relinquishment of such right. No waiver by any Party hereto of any such right shall be deemed to have been made unless expressed in writing and signed by the waiving Party.

7.10 Costs and Expenses.

- (a) Each Party shall be liable for their own respective costs and expenses, including fees of legal counsel and other advisors, in connection with this Agreement and the transactions contemplated hereby.
 - (b) Within thirty (30) days following Closing, BPO will remit any required stock transfer form to HMRC, pay any applicable stamp duty in order to complete the transfer of the CCS Shares.
- 7.11 Third Party Rights. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement save that Article 6 is intended to benefit CCS Group and shall be enforceable by each member of CCS Group to the fullest extent permitted by law (provided always that the liability of the Shareholders shall be no greater than their liability to BPO).
- 7.12 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original and such counterparts together shall constitute one and the same instrument.
- 7.13 Shareholders' Waiver
- (a) Each Shareholder severally confirms to BPO that, other than any remuneration or reimbursement of expenses accrued in the Ordinary Course of Business prior to Closing, no sums are owing by them to any of CCS Group, to the extent not paid on Closing and whether or not due for payment or not.
 - (b) Each Shareholder severally confirms to BPO that other than any remuneration or reimbursement of expenses accrued in the Ordinary Course of Business prior to Closing:
 - (1) they have no claim or right of action of any nature outstanding against any of CCS Group or any Employee of CCS Group;
 - (2) they have no interest, directly or indirectly, in any trading arrangement with any of CCS Group;
 - (3) other than in respect of that Shareholder's employment with any of CCS Group or pursuant to or in relation to any document entered into as contemplated by this Agreement, there is no outstanding agreement or arrangement under which any of CCS Group has or will have any actual or contingent obligation to them (except for actual or contingent obligations under any document entered into as contemplated by this Agreement); and
 - (4) CCS Group does not owe any sums to them, and, to the extent that any such claim, agreement, arrangement, obligation, expense or sum exists or may do so at Closing, that Shareholder severally, irrevocably and unconditionally waives their rights of action in respect of it.

[EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties have executed this Agreement as a deed and delivered as of the date first written above.

Signed and delivered as a deed by
BPO COLLECTIONS LIMITED
acting by Graham Rankin, a director, in the
presence of:

/s/ Graham Rankin

Director

Witness Name: *[name redacted]*

Witness Signature: *[signature redacted]*

Witness Address: *[address redacted]*

Signed and delivered as a deed by
EVERYDAY PEOPLE FINANCIAL CORP.
acting by Barret J. Reykdal, who is permitted to
execute for Everyday People Financial Corp. under
the laws of Canada, in the presence of:

/s/ Barret Reykdal

Authorised Signatory

Witness Name: *[name redacted]*

Witness Signature: *[signature redacted]*

Witness Address: *[address redacted]*

Signed and delivered as a deed by
JONATHAN MARK GODBOLD,
in the presence of:

/s/ Jonathan Mark Godbold

Jonathan Mark Godbold

Witness Name: *[name redacted]*

Witness Signature: *[signature redacted]*

Witness Address: *[address redacted]*

Signed and delivered as a deed by
KEITH JOHN STEWARD,
in the presence of:

/s/ Keith John Steward

Keith John Steward

Witness Name: *[name redacted]*

Witness Signature: *[signature redacted]*

Witness Address: *[address redacted]*

Signed and delivered as a deed by
KEVIN JOHN PAGET,
in the presence of:

/s/ Kevin John Paget

Kevin John Paget

Witness Name: *[name redacted]*

Witness Signature: *[signature redacted]*

Witness Address: *[address redacted]*

SCHEDULE "A"

SHAREHOLDERS

Shareholder's Name	Shareholder's Address	Number of CCS Shares	Proportion of Closing Payment & Holdback	Proportion of Investment Shares & Subscription Amount	Proportion of Deferred Payment	Proportion of Performance Amount	Proportion of Non-Conditional Additional Payment and Conditional Additional Payment
<u>Jonathan Mark Godbold</u>	[address redacted]	[number of Shares redacted]	[percentage redacted]	[percentage redacted] [financial metric redacted]	[percentage redacted]	[percentage redacted]	[percentage redacted]
<u>Keith John Steward</u>	[address redacted]	[number of Shares redacted]	[percentage redacted]	[percentage redacted] [financial metric redacted]	[percentage redacted]	[percentage redacted]	[percentage redacted]
<u>Kevin John Paget</u>	[address redacted]	[number of Shares redacted]	[percentage redacted]	[percentage redacted] [financial metric redacted]	[percentage redacted]	[percentage redacted]	[percentage redacted]
<u>Total</u>		[number of Shares redacted]	100%	100% £ 1,237,500.00	100%	100%	100%

SCHEDULE "B"

**ASSETS, MATERIAL CONTRACTS, LEASES, LICENCES, BONDS, INTELLECTUAL PROPERTY AND
POLICIES OF INSURANCE**

[list of assets, material contracts, leases, licences, bonds, intellectual property, and policies of insurance redacted]

SCHEDULE "C"

PRO FORMA CLOSING FINANCIAL STATEMENT

[pro forma closing financial statement redacted]

SCHEDULE "C" CONTINUED

[financial statement redacted]

SCHEDULE "C" CONTINUED

EXCERPT OF NET WORKING CAPITAL CALCULATION

[net working capital statement redacted]

SCHEDULE "C" CONTINUED

EXCERPT OF NET WORKING CAPITAL CALCULATION CONTINUED

[net working capital statement redacted]

SCHEDULE "C" CONTINUED

EBITDA STATEMENT

[EBITDA statement redacted]