

DIGITAL COMMERCE PAYMENTS INC.

as the Vendor

and

VENZEE TECHNOLOGIES INC.

as the Company

TRANSACTION AGREEMENT

October 31, 2025

Table of Contents

Page

Article 1 INTERPRETATION	1
1.1 Defined Terms	1
1.2 Certain Rules of Interpretation.....	6
1.3 Schedules	7
Article 2 THE TRANSACTION	7
2.1 Transaction	7
2.2 The Company Meeting	8
2.3 The Company Circular.....	10
2.4 Closing Date	12
Article 3 REPRESENTATIONS AND WARRANTIES	12
3.1 Representations and Warranties of the Company	12
3.2 Representations and Warranties of the Vendor.....	12
Article 4 COVENANTS	13
4.1 Conduct of Business of the Company	13
4.2 Covenants Regarding the Transaction	13
4.3 Public and Employee Communications	14
4.4 Notice and Cure Provisions	14
4.5 Tax Mandatory Disclosure.....	15
Article 5 CONDITIONS	16
5.1 Mutual Conditions Precedent.....	16
5.2 Additional Conditions Precedent to the Obligations of the Vendor.....	16
5.3 Additional Conditions Precedent to the Obligations of the Company	17
5.4 Frustration of Conditions	18
Article 6 TERM AND TERMINATION	18
6.1 Term.....	18
6.2 Termination.....	18
6.3 Effect of Termination/Survival.....	19
Article 7 GENERAL PROVISIONS	20
7.1 Amendments	20
7.2 Expenses	20
7.3 Notices	20
7.4 Time of the Essence.....	21
7.5 Injunctive Relief	21
7.6 Third Party Beneficiaries	22
7.7 Waiver.....	22
7.8 Entire Agreement.....	22
7.9 Successors and Assigns	22
7.10 Severability	22
7.11 Governing Law	22
7.12 Rules of Construction	23
7.13 No Liability.....	23

Table of Contents (cont.)

	Page
7.14 Counterparts.....	23
SCHEDULE “A” REPRESENTATIONS AND WARRANTIES OF THE COMPANY.....	1
SCHEDULE “B” REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.....	1
SCHEDULE “C” ASSET CONVEYANCE AGREEMENT	1
SCHEDULE “D” JASPER SOFTWARE RIGHT OF USE AGREEMENT	1

TRANSACTION AGREEMENT

THIS AGREEMENT is made as of October 31, 2025,

AMONG:

DIGITAL COMMERCE PAYMENTS INC., a corporation existing under the laws of the Province of Alberta

(the “Vendor”)

- and -

VENZEE TECHNOLOGIES INC., a company existing under the laws of the Province of British Columbia

(the “Company”)

WHEREAS the Vendor and the Company propose to effect a transaction pursuant to which, among other things: (a) the Vendor will transfer and convey to the Company the Jasper Assets pursuant to the Asset Conveyance Agreement; and (b) the Vendor will license the Jasper Software to the Company pursuant to the Jasper Software Right of Use Agreement in exchange for Company Shares;

AND WHEREAS the board of directors of the Company (other than the directors who have abstained from voting in accordance with the BCBCA, as applicable) has unanimously determined, after reviewing the Fairness Opinion and receiving financial and legal advice, that the Transaction is in the best interests of the Company;

AND WHEREAS the Company Board has approved this Agreement and agreed to unanimously (other than the directors who have abstained from voting in accordance with the BCBCA, as applicable) recommend that Company Shareholders vote in favour of the Transaction Resolution, the Debt Settlement Resolution and the Private Placement Resolution to be approved by the Company Shareholders at the Company Meeting, on the terms and subject to the conditions contained in this Agreement;

AND WHEREAS, in connection with the Transaction, the Company will enter into Subscription and Set-off Agreements with the Company Debtholders pursuant to which, among other things, the Company Debtholders will agree, subject to the terms and conditions thereof, to subscribe for new Company Shares and settle the outstanding debt owing to them by the Company by the set-off of such debt against the subscription price for such Company Shares in accordance with, and conditional on, the Transaction;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows, with the intent to be legally bound:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

As used in this Agreement (including the recitals hereto), the following terms have the following meanings:

“**affiliate**” has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

“**Agreement**” means this transaction agreement, together with the Schedules attached hereto, as same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“**Asset Conveyance Agreement**” means the asset conveyance agreement to be entered into between the Vendor and the Company to be dated the Closing Date, providing for the conveyance of the Jasper Assets by the Vendor to the Company in exchange for the issue of Company Shares to the Vendor and the assumption of the Jasper Assumed Liabilities by the Company, in the form attached as Schedule “C”.

“**Authorization**” means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

“**BCBCA**” means the *Business Corporations Act* (British Columbia).

“**Breaching Party**” has the meaning specified in Section 4.4(3).

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Calgary, Alberta or Vancouver, British Columbia.

“**Closing**” has the meaning specified in Section 2.4(2).

“**Closing Date**” has the meaning specified in Section 2.4(1).

“**Closing Time**” means 6:00 a.m. (Vancouver time) on the Closing Date, or such other time as the Parties may agree in writing.

“**Company**” means Venzee Technologies Inc., a company existing under the laws of the Province of British Columbia.

“**Company Board**” means the board of directors of the Company as constituted from time to time.

“**Company Circular**” means the notice of the Company Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to the Company Shareholders in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

“**Company Debentures**” means the outstanding debentures convertible into Company Shares issued by the Company pursuant to debenture certificates.

“**Company Debtholders**” means all Persons to whom indebtedness is owed by the Company who have entered into a Subscription and Set-off Agreement with the Company prior to the Closing Time.

“**Company Filings**” means all documents and instruments required to be filed or furnished by the Company under the *Securities Act* (British Columbia) (including “documents affecting the rights of securityholders” and “material contracts” required to be filed by Part 12 of National Instrument 51-102 – *Continuous Disclosure Obligations*) and filed by or on behalf of the Company on SEDAR+ since March 31, 2025.

“**Company Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of this Agreement, to be called and

held to consider the Transaction Resolution, the Debt Settlement Resolution and the Private Placement Resolution, which Company Meeting may also include annual shareholder meeting matters.

“**Company Omnibus Incentive Plan**” means the Company’s omnibus long term incentive plan approved by Company Shareholders on December 11, 2020.

“**Company Options**” means options to purchase Company Shares issued pursuant to the Company Omnibus Incentive Plan.

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires.

“**Company Shares**” means the common shares in the authorized share capital of the Company.

“**Company Warrants**” means the outstanding warrants to purchase Company Shares issued by the Company pursuant to warrant certificates.

“**Constating Documents**” means, with respect to any Person, such Person’s articles of incorporation, amalgamation, or continuation, as applicable, and by-laws, as applicable, and all amendments to such articles or by-laws.

“**Contract**” means any agreement, commitment, engagement, contract, franchise, licence, obligation or undertaking (written or oral) to which a Party or any of its respective Subsidiaries is a party or by which it or any of its respective Subsidiaries is bound or affected or to which any of their respective properties or assets is subject.

“**Debt Settlement Resolution**” means resolutions of the Company Shareholders approving the settlement of indebtedness owing by the Company to the Company Debtholders pursuant to the Subscription and Set-Off Agreements to be considered at the Company Meeting.

“**Fairness Opinion**” means the opinion of the Financial Advisor to the effect that, as of the date of such opinion and based upon and subject to the assumptions, procedures, factors, limitations and qualifications set forth therein, the Transaction is fair, from a financial point of view, to the Company Shareholders.

“**Financial Advisor**” means RWE Growth Partners, Inc., the financial advisor to the Company.

“**Governmental Entity**” means (a) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (b) any subdivision, agent or authority of any of the foregoing, (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (d) any stock exchange, including the TSXV.

“**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board, as at the relevant time in question, as the context requires.

“**Jasper Assets**” means, collectively, the assets to be transferred from the Vendor to the Company pursuant to the Asset Conveyance Agreement, and includes all of the Vendor’s right, title and interest in, to and under, or relating to, the assets, property and undertaking owned or used or held by the Vendor primarily for use in, or relating to, the Jasper Business, but excludes the Jasper Software.

“**Jasper Assumed Liabilities**” means all Liabilities associated with or relating to the Jasper Assets or the Jasper Business arising out of events or circumstances that occur after the Closing Time.

“**Jasper Business**” means the Jasper product information management software solutions to retailers and eCommerce platform business carried on by the Vendor.

“**Jasper Software**” means the Jasper Software as a Service (SaaS) Product Information Management (PIM) Solution owned by the Vendor.

“**Jasper Software Right of Use Agreement**” means a software right of use agreement dated as of the Closing Date to be entered into between the Vendor and the Company, pursuant to which the Vendor will grant to the Company a royalty-free, fully paid-up, exclusive, non-sublicensable, non-transferable and perpetual license to use the Jasper Software in consideration for the issue of Company Shares to the Vendor, in the form attached Schedule “D”.

“**Law**” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended.

“**Liabilities**” of any Person means, as of any given time, any and all liabilities, commitments and obligations of any kind of such Person, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, disputed or undisputed, contractual, legal or equitable, whenever or however arising (including whether arising out of any contract, tort based on negligence or strict liability or applicable Laws).

“**Material Adverse Effect**” means any change, event, occurrence or effect that, individually or in the aggregate with other such changes, events, occurrences or effects, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise), liabilities (contingent or otherwise) or prospects of the Company and its Subsidiaries, taken as a whole, except any such change, event, occurrence or effect arising out of, relating to or resulting directly or indirectly from:

- (a) the announcement or disclosure of this Agreement or the transactions contemplated hereby;
or
- (b) any action taken (or omitted to be taken) by the Company or its Subsidiaries that is requested or consented to by the Vendor expressly in writing or expressly required by this Agreement.

“**Material Contract**” means any Contract to which a Party or any of its Subsidiaries is a party or bound or to which any of their respective assets are subject that if terminated or modified or if it ceased to be in effect, would reasonably be expected to be material to a Party or any of its Subsidiaries.

“**MD&A**” means management’s discussion and analysis.

“**MI 61-101**” means Multilateral Instrument 61-101 – *Protection of Minority Shareholders in Special Transactions* of the Canadian Securities Administrators.

“**Misrepresentation**” means an untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

“**Ordinary Course**” means, with respect to an action taken by a Party or any Subsidiary, that such action is consistent with the past practices of such Party or such Subsidiary and is taken in the ordinary course of the normal day-to-day operations of the business of such Party or such Subsidiary.

“**Outside Date**” means December 31, 2025 or such later date as may be agreed to in writing by the Parties.

“**Parties**” means the Company and the Vendor, and “**Party**” means any one of them.

“**Per Share Price**” means \$0.095 per Company Share.

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

“**Private Placement**” means the offering and issuance by the Company of Company Shares at an issue price equal to the Per Share Price or such other price as the Parties may agree in writing, for aggregate gross proceeds of up to \$3,000,000, to be completed in one or more closings on or about the Closing Date.

“**Private Placement Resolution**” means resolutions of the Company Shareholders approving the Private Placement to be considered at the Company Meeting.

“**Regulatory Approval**” means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case in connection with the Transaction.

“**Required Approval**” means approval of the Transaction Resolution and the Debt Settlement Resolution by Company Shareholders in accordance with applicable Law (including Securities Laws), including a simple majority of the votes attached to Company Shares voting as a single class held by Company Shareholders present in person or represented by proxy and entitled to vote at the Company Meeting excluding for this purpose votes attached to Company Shares held by persons described in items (a) through (d) of section 8.1(2) of MI 61-101, if required. For greater certainty, the Required Approval shall not include the approval of the Private Placement Resolution by Company Shareholders.

“**Securities Authorities**” means the British Columbia Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada or any other jurisdiction with authority in respect of the Vendor and Company and/or the Subsidiaries, as applicable.

“**Securities Laws**” means (a) the *Securities Act* (British Columbia), and any other applicable provincial and territorial securities Laws, and (b) the policies, rules and regulations of the TSXV, in each case, to the extent applicable.

“**SEDAR+**” means the System for Electronic Document Analysis and Retrieval+.

“**Stock Exchange Approval**” means such approvals as are required to give effect to the Transaction under the rules of the TSXV and any other stock exchange on which the Company Shares are listed or quoted, including: (a) the conditional approval of the TSXV to list the Company Shares issuable pursuant to the

Asset Conveyance Agreement and the Jasper Software Right of Use Agreement; and (b) the conditional approval of the TSXV to list the Company Shares issuable pursuant to Subscription and Set-off Agreements, in each case subject only to customary conditions to be satisfied in connection with the completion of the Transaction and/or following the completion of the Transaction.

“**Subscription and Set-off Agreements**” means, collectively, the subscription and set off to be entered into between the Vendor and each of the Company Debtholders, providing for the matters set forth in Section 2.1(3).

“**Subsidiary**” has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

“**Terminating Party**” has the meaning specified in Section 4.4(3).

“**Termination Notice**” has the meaning specified in Section 4.4(3).

“**Transaction**” means, collectively, the transactions described in Section 2.1.

“**Transaction Resolution**” means resolutions of the Company Shareholders approving the Transaction to be considered at the Company Meeting.

“**TSXV**” means the TSX Venture Exchange.

“**Vendor**” means Digital Commerce Payments Inc., a corporation existing under the laws of the Province of Alberta.

“**Vendor Information**” means the information relating exclusively to the Vendor, its affiliates or the Jasper Business provided in writing by the Vendor specifically for inclusion in the Company Circular in accordance with applicable Securities Laws.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specified:

- (1) **Headings, etc.** The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.
- (2) **Currency.** All references to dollars or to “\$” are references to Canadian dollars and unless otherwise indicated. All references to U.S. dollars or to “US\$” are references to United States dollars.
- (3) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (4) **Certain Phrases and References, etc.** The words “including”, “includes” and “include” mean “including (or includes or include) without limitation,” and “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of.” Unless stated otherwise, “Article”, “Section”, and “Schedule” followed by a number or letter

mean and refer to the specified Article or Section of or Schedule to this Agreement. The term “Agreement” and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it. The term “made available to the Vendor” means copies of the subject materials were disclosed to the Vendor or its Representatives in writing.

- (5) **Capitalized Terms.** All capitalized terms used in any Schedule have the meanings ascribed to them in this Agreement.
- (6) **Knowledge.** Where any representation or warranty is expressly qualified by reference to the knowledge of the Company, it is deemed to refer to the actual knowledge of Peter Montross, Chief Executive Officer, and Darren Battersby, Chief Financial Officer, in their capacities as officers of the Company and not in their personal capacities, after due inquiry.
- (7) **Accounting Terms.** All accounting terms used in respect of the Company are to be interpreted in accordance with IFRS and all determinations of an accounting nature in respect of the Company required to be made shall be made in a manner consistent with IFRS.
- (8) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.
- (9) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.
- (10) **Time References.** References to time are to local time, Vancouver, British Columbia.
- (11) **Subsidiaries.** To the extent any covenants or agreements relate, directly or indirectly, to a Subsidiary of the Company or the Vendor, each such provision shall be construed as a covenant by the Company or the Vendor, as applicable, to cause (to the fullest extent to which it is legally capable) such Subsidiary to perform the required action.

1.3 Schedules

The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

ARTICLE 2 THE TRANSACTION

2.1 Transaction

The Company and the Vendor agree that, in accordance with and subject to the terms and conditions of this Agreement, on the Closing Date with effect as of the Closing Time, the following transactions will be implemented and become effective in the following sequence with the result that, among other things, the Vendor shall become, directly or indirectly, the holder of all outstanding Company Shares:

- (1) the Asset Conveyance Agreement will become effective, pursuant to which, among other things:

- (a) the Jasper Assets will be transferred by the Vendor to the Company;
 - (b) 13,157,895 Company Shares (equal to \$1,250,000 divided by the Per Share Price) will be issued to the Vendor as fully-paid and non-assessable shares and the Vendor will be added to the register of Company Shareholders in respect of such Company Shares; and
 - (c) the Company will assume the Jasper Assumed Liabilities;
- (2) the Jasper Software Right of Use Agreement will become effective, pursuant to which, among other things, 16,842,105 Company Shares will be issued to the Vendor (equal to \$1,600,000 divided by the Per Share Price) as fully-paid and non-assessable shares and the Vendor will be added to the register of Company Shareholders in respect of such Company Shares; and
- (3) the Subscription and Set-off Agreements will become effective, pursuant to which, among other things:
- (a) each of the Company Debtholders will subscribe for an aggregate number of Company Shares (the “**Company Debtholder Subscribed Shares**”) equal to: (i) the outstanding indebtedness, including accrued interest, owing by the Company to such Company Debtholder as of the Closing Date; divided by (ii) the greater of (A) the Per Share Price and (B) the applicable lowest “Discounted Market Price” permitted by the TSXV with respect to such indebtedness;
 - (b) all outstanding indebtedness, including accrued interest, owing by the Company to each Company Debtholder will be set off against the subscription price owing by such Company Debtholder in respect of the Company Debtholder Subscribed Shares and deemed to be paid in full; and
 - (c) the Company Debtholder Subscribed Shares will be issued to each Company Debtholder as fully-paid and non-assessable shares and the Company Debtholders will be added to the register of Company Shareholders in respect of such Company Debtholder Subscribed Shares.

2.2 The Company Meeting

The Company shall:

- (a) convene and conduct the Company Meeting in accordance with the Company’s Constatting Documents and applicable Laws as soon as reasonably practicable and, in any event, on or before December 14, 2025 (or such later date as may be agreed to by the Parties in writing or as required as a result of a delay by the Vendor in providing the information required pursuant to Section 2.3) for the purpose of considering the Transaction Resolution, the Debt Settlement Resolution and the Private Placement Resolution and for any other purpose as may be set out in the Company Circular, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Company Meeting without the prior written consent of the Vendor, except:
 - (i) where the Company will not have a sufficient number of securities represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Meeting, the Company shall have the right to, on one or more occasions, without the prior written consent of the Vendor, to postpone or

- adjourn the Company Meeting for the minimum duration necessary to satisfy the quorum requirement;
- (ii) as required by applicable Law or by a Governmental Entity;
 - (iii) as required or permitted under, Section 4.4(3); or
 - (iv) for an adjournment for the purpose of attempting to obtain the Required Approval;
- (b) solicit proxies in favour of the approval of the Transaction Resolution, the Debt Settlement Resolution and the Private Placement Resolution and against any resolution submitted by any Company Shareholder that is inconsistent with such resolutions and the completion of any of the transactions contemplated by this Agreement, including, if so requested by the Vendor and at the Vendor's expense, using proxy solicitation services firms and cooperating with any Persons engaged by the Vendor to solicit proxies in favour of the approval of the Transaction Resolution, the Debt Settlement Resolution and the Private Placement Resolution;
 - (c) provide the Vendor with copies of or access to information regarding the Company Meeting generated by any transfer agent or proxy solicitation services firm which has been retained by the Company, as reasonably requested in writing from time to time by the Vendor;
 - (d) consult with the Vendor in fixing the record date for the Company Meeting and the date of the Company Meeting and give notice to the Vendor of the Company Meeting;
 - (e) promptly advise the Vendor, at such times as the Vendor may reasonably request in writing and at least on a daily basis on each of the last seven Business Days prior to the date of the Company Meeting, as to the aggregate tally of the proxies received by the Company in respect of the Transaction Resolution, the Debt Settlement Resolution and the Private Placement Resolution;
 - (f) promptly advise the Vendor of any written communication received by the Company from any Person in opposition to the Transaction, and provide the Vendor with an opportunity to review and comment upon any written communications sent by or on behalf of the Company to any such Person and to participate in any discussions, negotiations or proceedings involving any such Person;
 - (g) not, without the prior written consent of the Vendor, change the record date for the Company Shareholders entitled to vote at the Company Meeting in connection with any adjournment or postponement of the Company Meeting, unless required by Law;
 - (h) at the reasonable written request of the Vendor from time to time, provide the Vendor with a list (in both written and electronic form) of (i) the registered Company Shareholders, together with their addresses and respective holdings of Company Shares, (ii) the names, addresses and holdings of all Persons having rights issued by the Company to acquire Company Shares, and (iii) to the extent available to the Company, participants and book-based nominee registrants such as CDS & Co., CEDE & Co. and the Depository Trust Company, and non-objecting beneficial owners of Company Shares, together with their addresses and respective holdings of Company Shares; and

- (i) permit the Vendor and the Vendor's Representatives to attend the Company Meeting.

2.3 The Company Circular

- (1) The Company shall (i) subject to the Vendor's compliance with Section 2.3(6), promptly prepare and complete, in consultation with the Vendor, the Company Circular, together with any other documents required by Law in connection with the Company Meeting; (ii) cause the Company Circular and such other documents to be filed or furnished with the Securities Authorities as required by Law, and disseminated to each Company Shareholder and other Person as required by Law, in each case so as to permit the Company Meeting to be held by the date specified in Section 2.2(a); (iii) to the extent required by Law, as promptly as practicable prepare, file or furnish with the Securities Authorities and any applicable securities exchange, and disseminate to the Company Shareholders and other Persons as required by Law any supplement or amendment to the Company Circular (after the Vendor has had a reasonable opportunity to review and comment thereon) if any event occurs which requires such action at any time prior to the Company Meeting; and (iv) otherwise use its commercially reasonable efforts to comply with all requirements of Law applicable to the Company Meeting.
- (2) The Company shall ensure that the Company Circular complies in all material respects with applicable Law, and does not contain, at the time of mailing, any Misrepresentation (other than in respect to any written information with respect to the Vendor or the Jasper Business that is furnished in writing by or on behalf of the Vendor for inclusion in the Company Circular) and provides the Company Shareholders with sufficient information to permit them to form a reasoned judgement concerning the matters to be placed before the Company Meeting. Without limiting the generality of the foregoing, the Company Circular must include: (i) a summary of the terms and conditions of this Agreement; (ii) a summary and copy of the Fairness Opinion; and (iii) a statement that the Company Board has unanimously (other than the directors who have abstained from voting in accordance with the BCBCA, as applicable) determined, after receiving legal and financial advice: (A) that the Transaction and the entering into of this Agreement are in the best interests of the Company; and (B) that the Company Board unanimously (other than the directors who have abstained from voting in accordance with the BCBCA, as applicable) recommends that the Company Shareholders vote in favour of the Transaction Resolution, the Debt Settlement Resolution and the Private Placement Resolution.
- (3) The Company shall indemnify and save harmless the Vendor and each of its Representatives from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which they may be subject or may suffer, in any way caused by, or arising, directly or indirectly, from or in consequence of:
 - (a) any Misrepresentation or alleged Misrepresentation in any information included in the Company Circular, other than the information relating to the Vendor, its affiliates or the Jasper Business furnished to the Company in writing by the Vendor for inclusion in the Company Circular; and
 - (b) any order made, or any inquiry, investigation or proceeding by any Securities Authority or other Governmental Entity, to the extent based on any Misrepresentation or any alleged Misrepresentation in the Company Circular other than the information relating to the Vendor, its affiliates or the Jasper Business furnished to the Company in writing by the Vendor for inclusion in the Company Circular.

- (4) The Company shall not be responsible for any information in the Company Circular relating to the Vendor, its affiliates or the Jasper Business furnished to the Company in writing by the Vendor for inclusion in the Company Circular.
- (5) The Company shall give the Vendor and its legal counsel a reasonable opportunity to review and comment on drafts of the Company Circular and other related documents, and shall give reasonable consideration to any comments made by the Vendor and its counsel, and agrees that all information relating solely to the Vendor, its affiliates and the Jasper Business included in the Company Circular must be in a form and content satisfactory to the Vendor, acting reasonably. The Company shall provide the Vendor with a final copy of the Company Circular prior to its mailing to the Company Shareholders.
- (6) The Vendor shall, in the form required by applicable Law, in a timely matter, provide the Company with the Vendor Information and such other information relating to the Vendor, its affiliates and the Jasper Business as the Company may reasonably request for inclusion in the Company Circular or in any amendments or supplements to such Company Circular. The Vendor and not the Company shall be responsible for such Vendor Information and shall ensure that such Vendor Information complies in all material respects with applicable Laws and does not include any Misrepresentation concerning the Vendor, its affiliates or the Jasper Business.
- (7) The Vendor shall indemnify and save harmless the Company and each of its Representatives from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which they may be subject or may suffer, in any way caused by, or arising, directly or indirectly, from or in consequence of:
 - (a) any Misrepresentation or alleged Misrepresentation in any Vendor Information; and
 - (b) any order made, or any inquiry, investigation or proceeding by any Securities Authority or other Governmental Entity, to the extent based on any Misrepresentation or any alleged Misrepresentation in the Vendor Information,in each case, to the extent arising from the fraud, intentional misrepresentation or wilful misconduct of the Vendor.
- (8) The Vendor shall not be responsible for any information in the Company Circular relating to the Company.
- (9) The Vendor and the Company shall also use their commercially reasonable efforts to obtain any necessary consents from any of their respective auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Company Circular and to the identification in the Company Circular of each such advisor.
- (10) Each Party shall promptly notify the other Party if at any time before the Closing Date it becomes aware (in the case of the Company only with respect to the Company, and in the case of the Vendor only with respect to the Vendor Information) that the Company Circular contains a Misrepresentation or otherwise requires an amendment or supplement. The Parties shall, in a manner consistent with this Section 2.3, co-operate in the preparation of any such amendment or supplement as required or appropriate, and the Company shall, in a manner required by Law, promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the Company Circular to Company Shareholders and, if required by applicable Law, file or furnish the same with the Securities Authorities or any other Governmental Entity as required.

2.4 Closing Date

- (1) On the date that is five Business Days of the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions set out in Article 5 (excluding conditions that, by their terms, cannot be satisfied until the Closing Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Closing Date) or such other date as may be agreed to by the Parties in writing (the “**Closing Date**”), each of the Parties shall execute and deliver such closing documents and instruments and such other documents as may be required to give effect to the Transaction.
- (2) The closing of the Transaction (the “**Closing**”) will take place remotely by exchange of documents (or their electronic counterparts) at the Closing Time on the Closing Date. Upon the Closing, the transactions comprising the Transaction shall be deemed to occur in the order set out in Section 2.1.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company

- (1) The Company represents and warrants to the Vendor as set forth in Schedule “A” and acknowledges and agrees that the Vendor is relying upon such representations and warranties in connection with the entering into of this Agreement.
- (2) Except for the representations and warranties set forth in this Agreement and the other agreements and instruments to be executed by the Company as contemplated by this Agreement, neither the Company nor any other Person has made or makes, and the Vendor has not relied upon, any other express or implied representation and warranty, either written or oral, on behalf of the Company.
- (3) The representations and warranties of the Company contained in this Agreement shall not survive the completion of the Transaction and shall expire and be terminated on the earlier of the Closing Time and the date on which this Agreement is terminated in accordance with its terms.

3.2 Representations and Warranties of the Vendor

- (1) The Vendor represents and warrants to the Company as set forth in Schedule “B” and acknowledges and agrees that the Company is relying upon the representations and warranties in connection with the entering into of this Agreement.
- (2) Except for the representations and warranties set forth in this Agreement and the other agreements and instruments to be executed by the Company as contemplated by this Agreement, neither the Vendor nor any other Person has made or makes, and the Company has not relied upon, any other express or implied representation and warranty, either written or oral, on behalf of the Vendor.
- (3) The representations and warranties of the Vendor contained in this Agreement shall not survive the completion of the Transaction and shall expire and be terminated on the earlier of the Closing Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4 COVENANTS

4.1 Conduct of Business of the Company

- (1) The Company covenants and agrees that, during the period from the date of this Agreement until the earlier of the Closing Time and the time that this Agreement is terminated in accordance with its terms, except: (i) with the prior written consent of the Vendor not to be unreasonably withheld, conditioned or delayed; (ii) as required or expressly permitted by this Agreement; or (iii) as required by applicable Law, the Company shall, and shall cause each of its Subsidiaries to, conduct its business in the Ordinary Course and in accordance with Laws, and the Company shall use commercially reasonable efforts to maintain and preserve its and its Subsidiaries' business organization, properties, employees, goodwill and business relationships with Governmental Entities, customers, suppliers, partners and other Persons with which the Company or any of its Subsidiaries has material business relations.

4.2 Covenants Regarding the Transaction

- (1) Each of the Company and the Vendor shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do or cause to be done all things required or advisable under Law to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement, including:
 - (a) using commercially reasonable efforts to satisfy, or cause the satisfaction of, all conditions precedent in this Agreement and comply promptly with all requirements imposed by Law on it or its Subsidiaries with respect to this Agreement or the Transaction;
 - (b) using commercially reasonable efforts to obtain the Regulatory Approvals and Authorizations required to be obtained by the Company or the Vendor under any applicable Law, from any Governmental Entity or from any third party that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect;
 - (c) using commercially reasonable efforts to make or cooperate as necessary in the making of all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws, including any filings, reports, documents or applications as required to be filed by any Party; and
 - (d) not taking any action, or refraining from taking any commercially reasonable action, or permitting any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Transaction or the transactions contemplated by this Agreement.
- (2) The Company shall use its commercially reasonable efforts to obtain and maintain in force the Stock Exchange Approval.
- (3) The Company shall use its commercially reasonable efforts to enter into Subscription and Set-off Agreements with all holders of Company Debentures prior to the Closing Date.

- (4) The Vendor shall, and shall cause each of its affiliates that are owed indebtedness by the Company, to enter into Subscription and Set-off Agreements with the Company with respect to such indebtedness prior to the Closing Date.
- (5) The Company shall take such steps as are required to change the name of the Company to “JasperX Technologies Inc.” or such other name acceptable to the Parties effective on or about the Closing Date.
- (6) The Company shall, on or before the Closing Date, reserve a sufficient number of Company Shares to be issued pursuant to the Transaction.
- (7) The Company shall promptly notify the Vendor of:
 - (a) any Material Adverse Effect;
 - (b) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Transaction; or
 - (c) any notice or other communication from any Governmental Entity in connection with this Agreement (and the Company shall contemporaneously provide a copy of any such written notice or communication to the Vendor).
- (8) Subject to and conditional upon approval of the Private Placement Resolution by Company Shareholders at the Company Meeting, the conditional approval of the Private Placement by the TSXV and the concurrent consummation of the Transaction, the Vendor agrees to subscribe for (or to cause an affiliate of the Vendor to subscribe for), and the Company agrees to issue to the Vendor or its affiliate, as applicable, Company Shares having an aggregate subscription price of \$1,000,000 pursuant to the Private Placement, effective as of the Closing Time.

4.3 Public and Employee Communications

- (1) The Company and the Vendor shall consult with each other in issuing any press release or otherwise making any public announcement or statement concerning the transactions contemplated hereby and shall agree on the text of joint press releases by which the Company and the Vendor will announce (i) the execution of this Agreement and (ii) the completion of the Transaction.
- (2) Each of the Company and the Vendor agrees that the Company will file the material change report required to be filed following the public announcement of this Agreement by the Company in accordance with applicable Securities Laws and that the copy of this Agreement to be publicly filed in connection with such material change report will contain such redactions as each Party may reasonably request, provided such redactions are permitted by applicable Law.

4.4 Notice and Cure Provisions

- (1) During the period commencing on the date of this Agreement and continuing until the earlier of the Closing Time and the termination of this Agreement in accordance with its terms, each Party shall promptly notify the other Party of the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would, or would be reasonably likely to:

- (a) cause any of the representations or warranties of such Party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date of this Agreement to the Closing Time if such failure to be true or accurate would cause any condition in Section 5.2(1) [*Company Reps and Warranties Conditions*] or Section 5.3(1) [*Vendor Reps and Warranties Conditions*], as applicable, to not be satisfied;
 - (b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party under this Agreement if such failure to comply would cause any condition in Section 5.2(2) [*Company Covenants Condition*] or Section 5.3(2) [*Vendor Covenants Condition*], as applicable, to not be satisfied; or
 - (c) result in the failure to satisfy any of the conditions precedent in favour of the other Party hereto contained in Section 5.1, Section 5.2 and Section 5.3, as the case may be.
- (2) Notification provided under this Section 4.4 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.
- (3) The Vendor may not elect to exercise its right to terminate this Agreement pursuant to Section 6.2(1)(d)(i) or Section 6.2(1)(d)(ii) and the Company may not elect to exercise its right to terminate this Agreement pursuant to Section 6.2(1)(c), unless the Party seeking to terminate the Agreement (the “**Terminating Party**”) has delivered a written notice (“**Termination Notice**”) to the other Party (the “**Breaching Party**”) specifying in reasonable detail all breaches of covenants, or incorrect representations and warranties or other matters which the Terminating Party asserts as the basis for termination. After delivering a Termination Notice, provided the Breaching Party is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date (with any intentional breach being deemed to be incurable), the Terminating Party may not exercise such termination right until the earlier of (a) the Outside Date, and (b) if such matter has not been cured by the date that is 10 Business Days following receipt of such Termination Notice by the Breaching Party.

4.5 Tax Mandatory Disclosure

If, at any time after the Closing Time, a Party determines, or becomes aware that an “advisor” (as is defined for purposes of section 237.3 or section 237.4 of the Tax Act) has determined, that the transactions contemplated by this Agreement are or would be subject to the reporting requirements under section 237.3 or the notification requirements under section 237.4 of the Tax Act (in this Section 4.5, the “**Disclosure Requirements**”), the Party will promptly inform the other Party of its intent, or its advisor’s intent, to comply with the Disclosure Requirements and the Parties will cooperate in good faith to determine the applicability of such Disclosure Requirements. In the event that, following such cooperation, it is ultimately determined that any Party is required to file any applicable information, return, notification and/or disclosure in accordance with the Disclosure Requirements (in this Section 4.5, in each case, a “**Mandatory Disclosure**”), each Party required to file a Mandatory Disclosure (in this Section 4.5, a “**Disclosing Party**”) shall submit to the other Party a draft of such Mandatory Disclosure at least 30 days before the date on which such Mandatory Disclosure is required by Law to be filed, and such other Party shall have the right to make reasonable comments or changes on such draft by communicating such comments or changes in writing to the Disclosing Party at least 15 days before the date on which such Mandatory Disclosure is required by Law to be filed. The Disclosing Party shall consider in good faith any such comments or changes proposed by the other Party and shall incorporate such comments or changes which the Disclosing Party determines are reasonable and in accordance with Law.

ARTICLE 5 CONDITIONS

5.1 Mutual Conditions Precedent

The Parties are not required to complete the Transaction unless each of the following conditions is satisfied, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:

- (1) **Required Approval.** The Required Approval of Company Shareholders of the Transaction Resolution and the Debt Settlement Resolution at the Company Meeting has been obtained in accordance with applicable Law and applicable Securities Laws.
- (2) **No Legal Action.** There is no action or proceeding (whether, for greater certainty, by a Governmental Entity or any other Person) pending in any jurisdiction to:
 - (a) cease trade, enjoin, prohibit, or impose any material limitations, damages or conditions on, the Vendor's ability to acquire, hold, or exercise full rights of ownership over, any Company Shares, including the right to vote the Company Shares; or
 - (b) prevent or materially delay the consummation of the Transaction, or if the Transaction is consummated, have a Material Adverse Effect or a material and adverse effect on the Vendor.
- (3) **Illegality.** No Law is in effect that makes the consummation of the Transaction illegal or otherwise prohibits or enjoins the Company or the Vendor from consummating the Transaction.
- (4) **Stock Exchange Approval.** The Stock Exchange Approval has been made, given or obtained on terms acceptable to the Company and the Vendor, each acting reasonably, and each such Stock Exchange Approval is in force and has not been modified or rescinded.

5.2 Additional Conditions Precedent to the Obligations of the Vendor

The Vendor is not required to complete the Transaction unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of the Vendor and may only be waived, in whole or in part, by the Vendor in its sole discretion:

- (1) **Representations and Warranties.** The representations and warranties of the Company set forth in Section (b) [*Organization and Qualification*], Section (c) [*Authority Relative to this Agreement*], Section (f) [*Capitalization*], and Section (j) [*Brokers*] of Schedule "A" were true and correct as of the date of this Agreement and are true and correct as of the Closing Time in all respects other than in the case of Section (f) [*Capitalization*] for inaccuracies having no more than a *de minimis* impact, and all other representations and warranties of the Company set forth in this Agreement were true and correct in all material respects as of the date of this Agreement and are true and correct in all material respects as of the Closing Time, in each case except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date, and the Company has delivered a certificate confirming same to the Vendor, executed by a senior officer of the Company (in each case without personal liability) addressed to the Vendor and dated the Closing Date.
- (2) **Performance of Covenants.** The Company has fulfilled or complied in all material respects with each of the covenants of the Company contained in this Agreement to be fulfilled or complied with

by it on or prior to the Closing Time, and the Company has delivered a certificate confirming same to the Vendor, executed by a senior officer of the Company (in each case without personal liability) on behalf of the Company addressed to the Vendor and dated the Closing Date.

- (3) **Material Adverse Effect.** Since the date of this Agreement, there shall have not occurred or have been disclosed to the public (if previously undisclosed to the public) a Material Adverse Effect.
- (4) **The Company's Closing Deliveries.** The Company shall have furnished the Vendor with:
 - (a) certified copies of the resolutions duly passed by the Company Board approving the execution and delivery of this Agreement, the Asset Conveyance Agreement, the Jasper Software Right of Use Agreement, the Subscription and Set-off Agreements and the Private Placement and the performance by the Company of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby;
 - (b) certified copies of the Transaction Resolution, the Debt Settlement Resolution and (if applicable) the Private Placement Resolution;
 - (c) copies of the Asset Conveyance Agreement and the Jasper Software Right of Use Agreement, duly executed by the Company;
 - (d) duly executed Subscription and Set-off Agreements with: (i) all holders of Company Debentures, (ii) the Vendor, and (iii) each affiliate of the Vendor that is owed indebtedness by the Company as of the Closing Date, which Subscription and Set-off Agreements are in full force and effect and have been amended or terminated;
 - (e) a share certificate or DRS Advice issued in the name of the Vendor representing all of the issued and outstanding Company Shares issued to the Vendor pursuant to the Transaction; and
- (5) all such other documentation or evidence as is necessary to establish the consummation of the Transaction and the taking of all required corporate proceedings by the Company in connection with such transactions.

5.3 Additional Conditions Precedent to the Obligations of the Company

The Company is not required to complete the Transaction unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of the Company and may only be waived, in whole or in part, by the Company in its sole discretion:

- (1) **Representations and Warranties.** The representation and warranty of the Vendor set forth in Section (e) [*Brokers*] of Schedule "B" was true and correct as of the date of this Agreement and is true and correct as of the Closing Time in all respects and all other representations and warranties of the Vendor set forth in this Agreement were true and correct in all material respects as of the date of this Agreement and are true and correct in all material respects as of the Closing Time, in each case except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date, and the Vendor has delivered a certificate confirming same to the Company, executed by a senior officer of the Vendor (without personal liability) addressed to the Company and dated the Closing Date.

- (2) **Performance of Covenants.** The Vendor has fulfilled or complied in all material respects with each of the covenants of the Vendor contained in this Agreement to be fulfilled or complied with by it on or prior to the Closing Time, and the Vendor has delivered a certificate confirming same to the Company, executed by a senior officer of the Vendor on behalf of the Vendor (without personal liability) addressed to the Company and dated the Closing Date.
- (3) **The Vendor's Closing Deliveries.** The Vendor shall have furnished the Company with:
- (a) certified copies of the resolutions duly passed by the board of directors of the Vendor approving the execution and delivery of this Agreement, the Asset Conveyance Agreement, the Jasper Software Right of Use Agreement and any applicable Subscription and Set-off Agreement and the performance by the Vendor of its obligations under hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby; and
 - (b) the Asset Conveyance Agreement, the Jasper Software Right of Use Agreement and any applicable Subscription and Set-off Agreement, duly executed by the Vendor and each affiliate of the Vendor that is owed indebtedness by the Company as of the Closing Date.

5.4 Frustration of Conditions

Neither the Vendor nor the Company may rely on the failure of any condition set forth in Section 5.1, Section 5.2 or Section 5.3, as applicable, to be satisfied if such failure was caused by such Party's breach in any material respect of any provision of this Agreement or failure in any material respect to use the standard of efforts required from such Party to consummate the transactions contemplated hereby.

ARTICLE 6 TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Closing Time and the termination of this Agreement in accordance with its terms.

6.2 Termination

- (1) This Agreement may be terminated prior to the Closing Time (notwithstanding any approval of this Agreement or the Transaction Resolution, the Debt Settlement Resolution and/or the Private Placement Resolution by Company Shareholders) by:
- (a) the mutual written agreement of the Parties; or
 - (b) either the Company or the Vendor:
 - (i) if the Required Approval is not obtained at the Company Meeting; provided that a Party may not terminate this Agreement pursuant to this Section 6.2(1)(b)(i) if the failure to obtain the Required Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

- (ii) if, after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Transaction illegal or otherwise permanently prohibits or enjoins the Company or the Vendor from consummating the Transaction, and such Law has, if applicable, become final and non-appealable, provided the Party seeking to terminate this Agreement pursuant to this Section 6.2(1)(b)(ii) has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Transaction; or
 - (iii) if the Closing Time does not occur on or prior to the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 6.2(1)(b)(iii) if the failure of the Closing Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement; or
 - (c) the Company if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Vendor under this Agreement occurs that would cause any condition in Section 5.3(1) [*Vendor Reps and Warranties Condition*] or Section 5.3(2) [*Vendor Covenants Condition*] not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date in accordance with the terms of Section 4.4(3); provided that the Company is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 5.2(1) [*Company Reps and Warranties Condition*] or Section 5.2(2) [*Company Covenants Condition*] not to be satisfied; or
 - (d) the Vendor if:
 - (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company under this Agreement occurs that would cause any condition in Section 5.2(1) [*Company Reps and Warranties Condition*] or Section 5.2(2) [*Company Covenants Condition*] not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Section 4.4(3); provided that the Vendor is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 5.3(1) [*Vendor Reps and Warranties Condition*] or Section 5.3(2) [*Vendor Covenants Condition*] not to be satisfied; or
 - (ii) since the date of this Agreement, there has occurred and is continuing a Material Adverse Effect, which is incapable of being cured on or prior to the Outside Date.
- (2) Subject to Section 4.4(3), the Party desiring to terminate this Agreement pursuant to this Section 6.2 (other than pursuant to Section 6.2(1)(a)) shall give written notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

6.3 Effect of Termination/Survival

If this Agreement is terminated pursuant to Section 6.1 or Section 6.2, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party to this Agreement, except that, in the event of termination under Section 6.2, this Section 6.3, Section 7.2 through to and including

Section 7.15 and Section 2.3(3) shall survive, and provided further that no Party shall be relieved of any liability for any willful and material breach by it of this Agreement. As used in this Section 6.3, “willful” breach means a breach that is a consequence of an act or omission undertaken by the Breaching Party with the actual knowledge that the taking of such act or failure to act would, or would be reasonably expected to, cause a breach of this Agreement.

ARTICLE 7 GENERAL PROVISIONS

7.1 Amendments

This Agreement may, at any time and from time to time before or after the holding of the Company Meeting but not later than the Closing Time, be amended, subject to applicable Law, by mutual written agreement of the Parties, and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) modify or waive any inaccuracies in any representation or warranty contained in this Agreement or in any document delivered pursuant to this Agreement;
- (c) waive compliance with or modify any of the covenants contained in this Agreement and waive or modify performance of any of the obligations of the Parties; and/or
- (d) waive compliance with or modify any mutual conditions contained in this Agreement.

7.2 Expenses

- (1) Except as otherwise expressly provided in this Agreement, all out-of-pocket third party transaction expenses incurred in connection with this Agreement and the transactions contemplated hereunder and thereunder, including all costs, expenses and fees of the Company incurred prior to or after the Closing Time in connection with, or incidental to, the Transaction, shall be paid by the Party incurring such expenses, whether or not the Transaction is consummated.
- (2) The Company confirms that no broker, finder or investment banker is or will be entitled to any brokerage, finder’s fee or other fee or commission in connection with the transactions contemplated by this Agreement.

7.3 Notices

Any notice or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or email and addressed:

- (a) to the Vendor at:

Digital Commerce Payments Inc.
736 Meridian Road NE
Calgary, Alberta T2A 2N7

Attention: Jeffrey J. Smith
Email: **REDACTED - Privileged Information**

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

Osler, Hoskin & Harcourt LLP
Suite 2700, 225 6th Avenue SW
Calgary, Alberta T2P 1N2

Attention: Kelsey Armstrong
Email: **REDACTED - Privileged Information**

(b) to the Company at:

Venzee Technologies Inc.
422 Richards Street, Suite 170
Vancouver, British Columbia V6B 2Z4

Attention: Peter Montross
Email: **REDACTED - Privileged Information**

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

Osler, Hoskin & Harcourt LLP
1000 Rue De la Gauchetière Ouest, Suite 1100
Montréal, Québec H3B 4W5

Attention: Jeremy Brisset
Email: **REDACTED - Privileged Information**

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or email, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

7.4 Time of the Essence

Time is of the essence in this Agreement.

7.5 Injunctive Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed by a Party in accordance with their specific terms or were otherwise breached by a Party. It is accordingly agreed that each Party shall be entitled to specific performance, injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement against the other Party without any requirement for the securing or posting of any bond in connection with the obtaining of any

such injunctive or other equitable relief, this being in addition to any other remedy to which a Party may be entitled at Law or in equity.

7.6 Third Party Beneficiaries

The Company and the Vendor intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

7.7 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

7.8 Entire Agreement

This Agreement, including the Schedules hereto, constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

7.9 Successors and Assigns

- (1) This Agreement becomes effective only when executed by the Company and the Vendor. After that time, it will be binding upon and enure to the benefit of the Company and the Vendor and their respective successors and permitted assigns.
- (2) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party.

7.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

7.11 Governing Law

- (1) This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

- (2) Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the Alberta courts situated in the City of Calgary and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

7.12 Rules of Construction

The Parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

7.13 No Liability

No director or officer of the Vendor or any of its affiliates shall have any personal liability whatsoever to the Company under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Vendor. No director or officer of the Company or any of its affiliates shall have any personal liability whatsoever to the Vendor under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Company or any of its affiliates.

7.14 Further Assurances

The Parties shall execute, acknowledge and deliver such other instruments and shall take such other actions as may be necessary to carry out their respective obligations under this Agreement.

7.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by electronic transmission) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Parties have executed this Transaction Agreement.

DIGITAL COMMERCE PAYMENTS INC.

By: (signed) "Jeffrey J. Smith"
Name: Jeffrey J. Smith
Title: Chief Executive Officer

VENZEE TECHNOLOGIES INC.

By: (signed) "Peter Montross"
Name: Peter Montross
Title: Chief Executive Officer

SCHEDULE "A"

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

- (a) Directors' Approvals. As of the date hereof:
- (i) the Company Board has received the Fairness Opinion and confirmation from the Financial Advisor that the Transaction is fair, from a financial point of view, to the Company Shareholders;
 - (ii) the Company has been authorized by the Financial Advisor to permit inclusion of the Fairness Opinion and references thereto and summaries thereof in the Company Circular; and
 - (iii) the Company Board (other than the directors who have abstained from voting in accordance with the BCBCA, as applicable) has unanimously (i) determined that the Transaction is in the best interests of the Company and is fair, from a financial point of view, to the Company Shareholders (excluding the Vendor and its affiliates), (ii) resolved to recommend to the Company Shareholders that they vote in favour of the Transaction Resolution, the Debt Settlement Resolution and the Private Placement Resolution, and (iii) approved the Transaction and the execution and performance of this Agreement.
- (b) Organization and Qualification. The Company and each of its Subsidiaries is a legal entity duly incorporated, formed or continued, as the case may be, and organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of its respective jurisdiction of incorporation, formation or continuance, as the case may be, and has all necessary corporate power and capacity to own its property and assets as now owned and to carry on its business as it is presently being conducted. The Company and each of its Subsidiaries is duly registered, qualified or licensed to do business and is in good standing in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business makes such registration, qualification or licensing necessary.
- (c) Authority Relative to this Agreement. The Company has all necessary corporate power and capacity to enter into this Agreement and all other agreements and instruments to be executed by the Company as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments (subject to obtaining the Regulatory Approvals and the approval by Company Shareholders of the Transaction Resolution, the Debt Settlement Resolution and the Private Placement Resolution). The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations under this Agreement and all other agreements and instruments to be executed by the Company as contemplated by this Agreement have been duly authorized by the Company Board and, except for obtaining the Required Approval in the manner contemplated herein, no other corporate proceedings on its part are necessary to authorize this Agreement or the Transaction. This Agreement has been, and all other agreements and instruments to be executed by the Company as contemplated by this Agreement will on the Closing Date be, duly executed and delivered by the Company constitutes, or in the case of such other agreements and instruments, will on the Closing Date constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws of general application relating to or affecting rights of creditors and to general equity principles.

(d) No Violation. Neither the authorization, execution, delivery and performance of this Agreement or other agreements and instruments to be executed by the Company as contemplated by this Agreement, nor the completion of the transactions contemplated by this Agreement or such other agreements or instruments will result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to purchase or sale under, any provision of:

- (i) the Constatng Documents of the Company or any of its Subsidiaries;
- (ii) any material Authorization or Material Contract to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or its or any of their respective properties or assets are bound; or
- (iii) any Laws (assuming compliance with the matters referred to in paragraph (e) below), regulation, order, judgment or decree applicable to the Company or any of its Subsidiaries or any of their respective properties or assets;

except (A) in the case of clause (ii) above, for such breaches, defaults, consents, approvals, terminations, cancellations, suspensions, accelerations, penalties, payment obligations or rights which would not, individually or in the aggregate, be material to the Company and its Subsidiaries on a consolidated basis and (B) in the case of clause (iii), for any violation, default or breach thereof which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) Governmental Approvals. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Transaction requires no consent, waiver or approval or any action by or in respect of, or filing with, or notification to, any Governmental Entity other than: (i) compliance with any applicable Securities Laws and stock exchange rules and regulations; (ii) receipt of the Stock Exchange Approval; and (iii) any actions, filings or notifications the absence of or failure to comply with which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) Capitalization.

- (i) The authorized share structure of the Company consists of an unlimited number of Company Shares. As of the date hereof, there are issued and outstanding 50,249,819 Company Shares.
- (ii) As of the date hereof, an aggregate of up to 180,000 Company Shares are issuable upon the exercise of Company Options. The Company has made available to the Vendor, as of the date hereof, a true and complete list of (i) the number of Company Shares subject to each Company Option, together with (ii) the name of the registered holder, (iii) the grant date and the date of expiry, and (iv) the exercise price.
- (iii) As of the date hereof, 75,200 Company Shares are issuable upon the exercise of the Company Warrants. The Company has made available to the Vendor, as of the date hereof, a true and complete list of (i) the number of Company Shares subject to each Company Warrant, together with (ii) the issue date, (iii) the date of expiry, (iv) the name of the registered holder, and (v) the exercise price.

- (iv) The Company has made available to the Vendor, as of the date hereof, a true and complete list of: (i) the outstanding principal amount of Company Debentures, together with (ii) the issue date and maturity date of each Company Debenture, (iii) the applicable conversion price for each such Company Debenture, (iv) the number of units, each entitling the holder to receive one Company Share and one warrant entitling the holder to acquire one Company Share, underlying such Company Debentures, (iv) the per share exercise price for each such warrant, and (v) the name of the registered holders.
- (v) The Company has made available to the Vendor a true and complete copy of (i) the Company Omnibus Incentive Plan governing the Company Options, (ii) true and complete copies of the warrant certificates governing the Company Warrants, and (iii) true and complete copies of the debenture certificates governing the Company Debentures.
- (vi) Except for the Company Options, Company Warrants and Company Debentures disclosed in writing to the Vendor, and securities to be issued pursuant to the Transaction, there are no securities, options, warrants, stock appreciation rights, restricted stock units, conversion privileges calls, entitlements or other rights, agreements, arrangements subscriptions, rights, entitlements, understandings or commitments (pre-emptive, contingent or otherwise) of any character whatsoever to which the Company or any of its Subsidiaries is a party or by which any of the Company or its Subsidiaries may be bound, obligating or which may obligate the Company or any of its Subsidiaries to issue, grant, deliver, extend, or enter into any such security, option, warrant, stock appreciation right, restricted stock unit, conversion privilege capital stock, equity interest or other right, agreement, arrangement or commitment.
- (g) Reporting Status and Securities Laws Matters. The Company is a “reporting issuer” or the equivalent and not on the list of reporting issuers in default under applicable Securities Laws of Alberta or British Columbia. The Company is in compliance, in all material respects, with all applicable Securities Laws and there are no current, pending or, to the knowledge of the Company, threatened proceedings before any Securities Authority or other Governmental Entity relating to any alleged non-compliance with any Securities Laws. The Company Shares are listed on, and the Company is in compliance in all material respects with the rules and policies of, the TSXV. The Company has not taken any action to cease to be a reporting issuer in any province or territory of Canada in which it is currently a reporting issuer or to deregister the Company Shares under the rules or policies of the TSXV nor has the Company received notification from any Securities Authority seeking to revoke the reporting issuer status of the Company or the registration of any class of securities of the Company. No delisting, suspension of trading in or cease trading order with respect to any securities of the Company and to the knowledge of the Company no inquiry or investigation (formal or informal) of any Securities Authority or the TSXV are listed is in effect or ongoing or, to the knowledge of the Company, expected to be implemented or undertaken.
- (h) Company Filings. The Company has, in all material respects, filed all documents required to be filed by it in accordance with applicable Securities Laws with the Securities Authorities and the Company has timely filed or furnished all Company Filings required to be filed or furnished by the Company with any Governmental Entity (including “documents affecting the rights of securityholders” and “material contracts” required to be filed by Part 12 of National Instrument 51-102 – Continuous Disclosure Obligations). Each of the Company Filings complied as filed in all material respects with applicable Securities Laws and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any Misrepresentation. There are no outstanding or unresolved comments in comment letters received from staff of any Securities Authority with respect to the Company Filings, and, to

the knowledge of the Company, the Company Filings (other than confidential treatment requests) are not the subject of ongoing review, comment or investigation by any Securities Authority. The Company has not filed any confidential material change report which at the date of this Agreement remains confidential.

- (i) Financial Statements. The consolidated annual audited financial statements of the Company as at and for the fiscal year ended March 31, 2025 (including the notes thereto) and related MD&A and all unaudited interim financial statements of the Company and related MD&A filed since March 31, 2025 (collectively, the “**Company Financial Statements**”) were prepared in accordance with IFRS consistently applied (except (a) as otherwise indicated in such financial statements and the notes thereto or, in the case of audited statements, in the related report of the Company’s independent auditors, or (b) in the case of unaudited interim statements, are subject to normal period-end adjustments and may omit notes which are not required by applicable Laws in the unaudited statements) and present fairly, in all material respects, the consolidated financial position, financial performance and cash flows of the Company for the dates and periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal period-end adjustments) and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of the Company on a consolidated basis. There are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Company or any of its Subsidiaries with unconsolidated entities or other Persons. There has been no material change in the Company’s accounting policies, except as described in the Company Financial Statements, since March 31, 2025.

- (j) Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker’s, finder’s, financial advisor’s or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Company or any of its Subsidiaries.

SCHEDULE "B"

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

- (a) Organization and Qualification. The Vendor is a legal entity duly incorporated or formed, as the case may be, and organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of its jurisdiction of incorporation or formation.
- (b) Authority Relative to this Agreement. The Vendor has all necessary corporate power and capacity to enter into this Agreement and all other agreements and instruments to be executed by the Vendor as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution and delivery of this Agreement by the Vendor and the performance by the Vendor of its obligations under this Agreement and all other agreements and instruments to be executed by the Vendor as contemplated by this Agreement have been duly authorized by the Vendor's board of directors and no other corporate proceedings on the part of the Vendor are necessary to authorize this Agreement, the Transaction or all other agreements and instruments to be executed by the Vendor as contemplated by this Agreement. This Agreement has been, and all other agreements and instruments to be executed by the Vendor as contemplated by this Agreement will on the Closing Date be, duly executed and delivered by the Vendor and constitutes, or in the case of such other agreements and instruments, will on the Closing Date constitute, a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws of general application relating to or affecting rights of creditors and to general equity principles.
- (c) No Violation. Neither the authorization, execution and delivery of this Agreement or other agreements and instruments to be executed by the Vendor as contemplated by this Agreement nor the completion of the transactions contemplated by this Agreement, such other agreements and instruments or the Transaction will result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to purchase or sale under, any provision of:
- (i) the Constatng Documents of the Vendor; or
 - (ii) any Laws (assuming compliance with the matters referred to in paragraph (d) below), regulation, order, judgment or decree applicable to the Vendor or any of its properties or assets;
- except in case for any violation, default or breach thereof which would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Vendor's ability to consummate the Transaction.
- (d) Governmental Approvals. The execution, delivery and performance by the Vendor of this Agreement and all other agreements and instruments to be executed by the Vendor as contemplated by this Agreement and the consummation by the Vendor of the Transaction requires no consent, waiver or approval or any action by or in respect of, or filing with, or notification to, any Governmental Entity other than: (i) compliance with any applicable Securities Laws and stock exchange rules and regulations; (ii) receipt of the Stock Exchange Approval; and (iii) any actions, filings or notifications the absence of which would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Vendor's ability to consummate the Transaction.

- (e) Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Vendor or any of its Subsidiaries for which the Company or any of its Subsidiaries shall have any liability

SCHEDULE "C"

ASSET CONVEYANCE AGREEMENT

See attached.

ASSET CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of [●], 2025,

BETWEEN:

DIGITAL COMMERCE PAYMENTS INC., a corporation existing under the laws of the Province of Alberta (“DCP”)

- and -

VENZEE TECHNOLOGIES INC., a company existing under the laws of the Province of British Columbia (“Venzee”)

WHEREAS the transactions contemplated herein are being completed pursuant to, and in accordance with, a transaction agreement dated as of October 31, 2025 between DCP and Venzee, as amended, supplemented or restated from time to time in accordance with its terms (the “**Transaction Agreement**”);

AND WHEREAS pursuant to this Agreement, DCP shall convey the Jasper Assets to Venzee and Venzee shall receive the Jasper Assets from and assume the Jasper Assumed Liabilities subject to and upon the terms of this Agreement and the Transaction Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows, with the intent to be legally bound:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

As used in this Agreement (including the recitals hereto), the following terms have the following meanings:

“**Accounts Receivable**” means, to the extent Related to the Jasper Business, accounts receivable, bills receivable, trade accounts, book debts and insurance claims recorded as receivable in the Books and Records and other amounts owing or deemed to be owing to DCP, including refunds and rebates receivable.

“**affiliate**” has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

“**Agreement**” means this Asset Conveyance Agreement, together with the Schedules attached hereto, as same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“**Books and Records**” means books and records of DCP that are Related to the Jasper Business.

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Calgary, Alberta or Vancouver, British Columbia.

“**Claims**” means any cause of action, action, account, lien of any kind whatsoever, claims, demands, lawsuits, audits, assessments, reassessments, unsatisfied judgments, notice of non-compliance or violation, penalties or awards, arbitrations or proceedings including any proceeding, order or investigation by a Governmental Entity or agency thereof arising from the matter.

“**Closing Time**” has the meaning specified in the Transaction Agreement.

“**Contracts**” means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which DCP is a party or by which DCP is bound or under which DCP has, or will have, any liability or contingent liability (in each case, whether written or oral, express or implied) Related to the Jasper Business and includes quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees.

“**DCP**” has the meaning specified in the preamble.

“**Elected Amounts**” has the meaning ascribed thereto in Section 2.5.

“**ETA**” means Part IX of the *Excise Tax Act* (Canada), and all regulations promulgated thereunder.

“**Governmental Entity**” means (a) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (b) any subdivision, agent or authority of any of the foregoing, (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (d) any stock exchange.

“**GST**” means the goods and services tax and/or harmonized sales tax levied under the ETA and any analogous provision of any comparable applicable Law of any province or territory of Canada.

“**Indemnified Party**” has the meaning ascribed thereto in Section 5.4(a).

“**Indemnifying Party**” has the meaning ascribed thereto in Section 5.4(a).

“**Information Technology**” means computer hardware, websites, databases, telecommunications equipment and facilities and other information technology systems owned, used or held by DCP that are Related to the Jasper Business, in each case other than the Jasper Software.

“**Intellectual Property**” means intellectual property rights, whether registered or not, owned, used or held by DCP that are Related to the Jasper Business, including:

- (a) inventions, pending patent applications (including divisionals, reissues, renewals, re-examinations, continuations, continuations-in-part and extensions) and issued patents, including those inventions, pending patent applications and issued patents listed;
- (b) trade-marks, trade dress, trade-names, business names and other indicia of origin; and
- (c) copyrights, including copyright registrations and applications,

in each case other than with respect to the Jasper Software.

“**Jasper Asset Purchase Agreement**” means the asset purchase agreement dated on or about June 30, 2024 among DCP, Jasper Interactive Studios Inc. and Jasper Commerce Inc.

“**Jasper Asset Purchase Agreement Interest**” means all of DCP’s right, title and interest in, to and under the Jasper Asset Purchase Agreement following the Closing Time, including the right to receive any indemnification payments thereunder (subject to any applicable set-off), but excluding any such rights to the extent they relate to the Jasper Software.

“**Jasper Assets**” means all of DCP’s assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, wherever located, Related to the Jasper Business, including the following:

- (a) the Accounts Receivable and the benefit of all security (including cash deposits), guarantees and other collateral held by DCP that is Related to the Jasper Business;
- (b) the Books and Records;
- (c) the Contracts;
- (d) the Information Technology;
- (e) the Intellectual Property;
- (f) the Prepaid Expenses and Deposits;
- (g) the Tangible Personal Property;
- (h) the Technical Information;
- (i) the Jasper Asset Purchase Agreement Interest;
- (j) all rights under or with respect to any Claim of any nature available to or being pursued by DCP to the extent arising out of or Related to the Jasper Business, the Jasper Assets or the Jasper Assumed Liabilities, whether arising by way of counterclaim or otherwise, and the right to retain all proceeds and moneys therefrom, but excluding any such rights to the extent they relate to the Jasper Software; and
- (k) the goodwill of the Jasper Business;

in each case, other than the Jasper Software.

“**Jasper Assumed Liabilities**” means all Liabilities associated with or relating to the Jasper Assets or the Jasper Business arising out of events or circumstances that occur after the Closing Time but excludes, for greater certainty, any obligation by DCP to pay any amounts (including earn-out payments) pursuant to the Jasper Asset Purchase Agreement.

“**Jasper Business**” means the Jasper product information management software solutions to retailers and eCommerce platform business carried on by DCP.

“**Jasper Software**” means the Jasper Software as a Service (SaaS) Product Information Management (PIM) Solution owned by DCP.

“**Law**” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended.

“**Liabilities**” of any Person means, as of any given time, any and all liabilities, commitments and obligations of any kind of such Person, whether fixed, contingent or absolute, matured or unmatured, liquidated or

unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, disputed or undisputed, contractual, legal or equitable, whenever or however arising (including whether arising out of any contract, tort based on negligence or strict liability or applicable Laws).

“**Lien**” means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute.

“**Losses**” means, with respect to any Person, any and all losses, costs, expenses, claims, judgments, debts, fines, penalties, settlement payments, awards or damages of any kind actually suffered or incurred and paid by such Person, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, disputed or undisputed, contractual, legal or equitable (including whether arising out of any contract, tort based on negligence or strict liability or applicable Laws) (together with all reasonably incurred cash disbursements, costs and expenses, costs of investigation, defence and appeal and reasonable legal fees and expenses).

“**Orders**” means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Entity or arbitrator.

“**Parties**” means, collectively, DCP and Venzee, and “**Party**” means either one of them.

“**Per Share Price**” means \$0.095.

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

“**Prepaid Expenses and Deposits**” means the unused portion of amounts prepaid by or on behalf of DCP, including Taxes, assessments, rates and charges, utilities, rents, tenant allowances and deposits with any Person (including with any supplier, public utility or any Governmental Entity), in each case Related to the Jasper Business.

“**Purchase Price**” has the meaning ascribed thereto in Section 2.2(a).

“**Related Person**” means, in respect to a Party, that Party’s affiliates, together with that Party’s and its affiliates’ directors, officers, employees, contractors and agents.

“**Related to the Jasper Business**” means primarily relating to, primarily held for use with, or primarily used in connection with the Jasper Business.

“**Tangible Personal Property**” means machinery, equipment, furniture, furnishings, office equipment, computer hardware, materials and other tangible assets owned or used or held by DCP that are Related to the Jasper Business.

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

“**Tax Returns**” means all returns, reports, declarations, elections, designations, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any

amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required by a Governmental Entity to be made, prepared or filed by Law in respect of Taxes.

“**Taxes**” means any taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes and all employment insurance, health insurance and Canadian and other pension plan premiums or contributions imposed by any Governmental Entity.

“**Technical Information**” means know-how and related technical knowledge owned, used or held by DCP that are Related to the Jasper Business, including:

- (a) trade secrets, confidential information and other proprietary know-how;
- (b) public information and non-proprietary know-how;
- (c) information of a scientific, technical, financial or business nature regardless of its form;
- (d) uniform resource locators, domain names, web pages, telephone numbers, telecopy numbers, internet protocol addresses, social media accounts and email addresses; and
- (e) client development and documented research, forecasts, studies, marketing plans, budgets, market data, developmental or demonstration work, and test data.

“**Transaction Agreement**” has the meaning specified in the recitals.

“**Transfer Taxes**” has the meaning ascribed thereto in Section 2.3(a).

“**Venzee**” has the meaning specified in the preamble.

“**Venzee Shares**” means the common shares in the authorized share capital of Venzee.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specified:

- (a) **Headings, etc.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.
- (b) **Currency.** All references to dollars or to “\$” are references to Canadian dollars and unless otherwise indicated.
- (c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (d) **Certain Phrases and References, etc.** The words “including”, “includes” and “include” mean “including (or includes or include) without limitation,” and “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or

sum), without duplication, of.” Unless stated otherwise, “Article”, “Section”, and “Schedule” followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement. The term “Agreement” and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

- (e) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.
- (f) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.
- (g) **Time References.** References to time are to local time, Vancouver, British Columbia.

ARTICLE 2 PURCHASE AND SALE

2.1 Conveyance of Jasper Assets

Subject to and in accordance with the terms and conditions set forth in this Agreement, DCP hereby sells, assigns, transfers, conveys and sets over to Venzee, and Venzee hereby accepts from DCP all of DCP’s right, title and interest in and to the Jasper Assets.

2.2 Payment of Purchase Price

- (a) The purchase price (the “**Purchase Price**”) payable by Venzee to DCP for the sale and conveyance of the Jasper Assets shall be \$1,250,000, and shall be satisfied by the issuance by Venzee to DCP of 13,157,895 Venzee Shares.
- (b) Each of the Parties hereby acknowledges and agrees that the Purchase Price shall be allocated:
 - (i) \$975,010.00 to Contracts; and
 - (ii) \$274,990.00 to prepaid revenue.
- (c) All benefits and obligations of every kind and nature accruing, paid or payable and received or receivable in respect of the Jasper Assets have been taken into account as of the Closing Time in the calculation of the fair market value of the Jasper Assets.
- (d) Each of the Parties shall file their respective Tax Returns in respect of the disposition of the Jasper Assets governed by this Agreement based upon and in accordance with the allocation set forth in Subsection 2.2(b) and will not make any inconsistent statements or take any inconsistent positions on any such Tax Returns or in any refund claims, except as required by applicable Laws.

2.3 Transfer Taxes

- (a) Venzee shall pay or cause the payment of all applicable GST, sales taxes, registration fees or other applicable taxes properly payable on or in connection with the conveyance, transfer and purchase and sale of the Jasper Assets (collectively, the “**Transfer Taxes**”) as and when such Transfer Taxes are payable pursuant to applicable Law. Venzee and DCP acknowledge and agree that the Purchase Price and all other amounts referenced herein are exclusive of all Transfer Taxes.
- (b) To the extent permitted under subsection 167(1) of Part IX of the ETA and any equivalent or corresponding provision under any applicable provincial or territorial legislation imposing a similar value added or multi-staged tax, DCP and Venzee shall jointly elect such that no GST will be payable with respect to the purchase and sale of the Jasper Assets under this Agreement. DCP and Venzee shall make such election(s) in prescribed form containing prescribed information and DCP shall file such election(s) in compliance with the requirements of the applicable legislation.
- (c) The Parties agree and acknowledge that any GST incurred in connection with the purchase and sale of the Jasper Assets contemplated by this Agreement shall, as between the Parties, be borne by Venzee. Venzee agrees to pay, and hereby indemnifies and saves DCP harmless from and against any Losses and Liabilities in any way resulting from its failure to do so or which may arise relating thereto.
- (d) The GST registration number of Venzee is **REDACTED - Privileged Information**.
- (e) The GST registration number of DCP is **REDACTED - Privileged Information**.

2.4 Retained Assets

For greater certainty, the Parties acknowledge and agree that the Jasper Assets do not include any rights in respect of the Jasper Software.

2.5 Section 85 Election

It is intended that the transfer hereunder of the Jasper Assets occur on a tax-deferred basis to DCP for purposes of the Tax Act and applicable provincial income tax statutes. In order to give effect to this intention, DCP and Venzee shall, in a timely manner, jointly execute and file elections under section 85 of the Tax Act in prescribed form and elections in prescribed form under the corresponding provisions of applicable provincial income tax statutes in respect of the transfer hereunder of the Jasper Assets. The elected amounts (the “**Elected Amounts**”) for purposes of each such election will be determined by DCP in a manner consistent with the above-described intention.

2.6 Adjustment to Purchase Price or Elected Amounts

- (a) If DCP and Venzee subsequently mutually determine, or if the Canada Revenue Agency or any other taxing authority issues, or proposes to issue, assessments or reassessments of additional liability for taxes or in respect of any other matter by reason of asserting that the Purchase Price is less than or greater than the aggregate fair market value of the Jasper Assets, or that the consideration received by DCP is more or less than the fair market value of the Jasper Assets, or that an elected amount is more or less than the Elected Amount for the Jasper Assets as determined by DCP, then the Purchase Price, the consideration therefor, or the Elected Amount, as the case may be, shall be increased or decreased as necessary but only to the extent that the Purchase Price or consideration or Elected Amount

so revised is acceptable to the Parties or to both the particular taxing authority and the Parties, as the case may be, or is established by a court of competent jurisdiction (after all appeal rights have been exhausted or all time periods for appeal have expired without appeals having been taken) to be the aggregate fair market value of the Jasper Assets (in the case of the Purchase Price or consideration) or the Elected Amount, as the case may be.

- (b) If the Purchase Price or consideration is varied in the circumstances described in paragraph (a) above, DCP and Venzee shall take such steps as may be necessary to reflect properly an appropriate adjustment to the Purchase Price and consideration as varied.
- (c) If an Elected Amount is varied in the circumstances described in paragraph (a) above, DCP and Venzee shall file a revised election(s) under the provisions of subsection 85(1) of the Tax Act and the corresponding provisions of all applicable provincial or territorial legislation to give effect to the variation.

2.7 Capital

Venzee shall add to the capital account maintained for the Venzee Shares, in accordance with the provisions of subsection 72(1) of the *Business Corporations Act* (British Columbia), an amount equal to the Elected Amount (as finally determined under this Agreement).

2.8 Post-Closing Agency

- (a) If and to the extent that Venzee must be novated into, recognized as a party to, or otherwise accepted as assignee or transferee of DCP's interest in the Jasper Assets or certain of them, the following provisions shall apply with respect to the applicable Jasper Assets until such novation, recognition or acceptance has occurred:
 - (i) DCP shall hold title to the applicable Jasper Assets as bare trustee on behalf of Venzee; and
 - (ii) within thirty (30) days of DCP's receipt thereof, DCP shall deliver to Venzee all revenues, proceeds and other benefits received by DCP and derived from the Jasper Assets (excluding any such revenues, proceeds or benefits that relate to matters arising prior to the Closing Time), less any costs and expenses paid or incurred by DCP in the discharge of its duties and obligations pursuant to this Section 2.8.
- (b) If and to the extent that DCP holds or maintains any Jasper Assets and takes actions with respect to any Jasper Assets on behalf of Venzee pursuant to this Section 2.8, then DCP shall hold the same as bare trustee and be deemed to be the agent of Venzee in such regard. Venzee does hereby and shall ratify all actions taken by DCP and its Related Persons or refrained to be taken by DCP and its Related Persons pursuant to the terms of this Section 2.8 in such capacity, with the intention that all such actions shall be for all purposes deemed to be those of Venzee.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of DCP

DCP represents and warrants to Venzee that:

- (a) **Standing:** It is duly organized, validly subsisting, registered and authorized to carry on business in the jurisdiction where the Jasper Assets are located;
- (b) **Requisite Authority:** It has the requisite capacity, power and authority to execute this Agreement and all other documents to be executed by it, or on its behalf, hereunder and to perform its obligations hereunder;
- (c) **No Conflict:** The execution and delivery of this Agreement and the completion of the transfer of the Jasper Assets hereunder are not and will not be in breach of, or in conflict with:
 - (i) any provision of its charter, by-laws, partnership agreement or other governing documents;
 - (ii) applicable Laws or any court order or judgement applicable to it or the Jasper Assets; or
 - (iii) any agreement, instrument, permit or authority to which it is a party or by which it is bound;
- (d) **Execution and Enforceability:** It has taken all actions necessary to authorize the execution and delivery of the Agreement and to complete the transfer of the Jasper Assets hereunder. This Agreement has been validly executed and delivered by it, and this Agreement and all other documents executed and delivered on behalf of it hereunder constitute binding obligations of it enforceable in accordance with their respective terms and conditions;
- (e) **No Liens:** The Jasper Assets are free and clear of all Liens created by, through or under DCP and its affiliates, and DCP has the exclusive right to sell the Jasper Assets. There has been no sale, assignment, subletting, licensing or granting of any rights in or other disposition of or in respect of any of the Jasper Assets or any part thereof by DCP or any granting of any agreement or right capable of becoming an agreement or option for the purchase, assignment, subletting, licensing or granting of any rights in or other disposition of any of the Jasper Assets or any part thereof by DCP other than pursuant to the provisions of this Agreement;
- (f) **Regulatory Approvals:** No approval, Order, consent of or filing with any Governmental Entity is required on the part of DCP in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement or the performance of DCP's obligations under this Agreement or any other documents and agreements to be delivered under this Agreement;
- (g) **Tax Residence:** It is not a non-resident of Canada for purposes of the Tax Act; and
- (h) **No Finders' Fees:** It has not incurred any obligations or liability, contingent or otherwise, for brokers' or finders' fees for this transaction for which Venzee will have any responsibility.

3.2 Representations and Warranties of Venzee

Venzee represents and warrants to DCP that:

- (a) **Standing:** It is duly organized, validly subsisting, registered and authorized to carry on business in the jurisdiction where the Jasper Assets are located;

- (b) **Requisite Authority:** It has the requisite capacity, power and authority to execute this Agreement and all other documents to be executed by it, or on its behalf, hereunder and to perform its obligations hereunder;
- (c) **No Conflict:** The execution and delivery of this Agreement and the completion of the transfer of the Jasper Assets hereunder are not and will not be in breach of, or in conflict with:
 - (i) any provision of its charter, by-laws, partnership agreement or other governing documents;
 - (ii) applicable Laws or any court order or judgement applicable to it or the Jasper Assets; or
 - (iii) any agreement, instrument, permit or authority to which it is a party or by which it is bound;
- (d) **Execution and Enforceability:** It has taken all actions necessary to authorize the execution and delivery of the Agreement and to complete the transfer of the Jasper Assets hereunder. This Agreement has been validly executed and delivered by it, and this Agreement and all other documents executed and delivered on behalf of it hereunder constitute binding obligations of it enforceable in accordance with their respective terms and conditions;
- (e) **Regulatory Approvals:** No approval, Order, consent of or filing with any Governmental Entity is required on the part of Venzee in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement or the performance of Venzee's obligations under this Agreement or any other documents and agreements to be delivered under this Agreement;
- (f) **No Finders' Fees:** It has not incurred any obligations or liability, contingent or otherwise, for brokers' or finders' fees for this transaction for which DCP will have any responsibility;
- (g) **Diligence:** It has made its own independent investigation, analysis, evaluation, verification and inspection of DCP's interests in the Jasper Assets and the state and condition thereof and that it has relied solely on such investigation, analysis, evaluation, verification and inspection as to its assessment of the condition, quantum and value of the Jasper Assets. In making the decision to enter into this Agreement and to consummate the transactions contemplated hereby, Venzee has relied solely on its own independent investigation of the Jasper Business and the Jasper Assets and the representations, warranties, conditions and statements in Section 3.1 and, except to the extent specifically set forth in Section 3.1, is purchasing the Jasper Assets on an "as-is, where-is" basis. It hereby waives any and all express or implied representations and warranties, including those that may arise under the terms of any applicable Law (and including as to merchantability and fitness for a purpose); and
- (h) **Shares:** The Venzee Shares issued to DCP pursuant to this Agreement are validly issued as fully paid and non-assessable common shares in the capital of Venzee, free and clear of all Liens.

**ARTICLE 4
JASPER ASSUMED LIABILITIES**

4.1 Jasper Assumed Liabilities

- (a) Venzee hereby assumes and shall duly perform, pay and discharge the Jasper Assumed Liabilities in place and stead of DCP. Without limiting the generality of the foregoing, Venzee shall:
 - (i) be liable for all Losses and Liabilities suffered, sustained, paid or incurred by DCP or any of its Related Persons; and
 - (ii) in addition, and as an independent covenant, shall defend, indemnify and hold harmless DCP and its Related Persons from and against all Losses and Liabilities suffered, sustained, paid or incurred by any of them in respect of any Claims made against them,

in respect of any of the Jasper Assumed Liabilities.

- (b) Without limiting the generality of the foregoing, Venzee hereby accepts the assignment of the Contracts and agrees to assume, and shall observe and perform, all Liabilities under the Contracts arising out of events or circumstances that occur after the Closing Time (excluding, for greater certainty, any obligation by DCP to pay any amounts (including earn-out payments) pursuant to the Jasper Asset Purchase Agreement).

**ARTICLE 5
INDEMNIFICATION**

5.1 Survival

The representations, warranties and covenants contained in or made pursuant to this Agreement on the part of each of the Parties shall survive and shall not merge following any or all of the following:

- (a) the consummation of the transactions contemplated by this Agreement;
- (b) the execution and delivery under this Agreement of any transfer instruments or other documents of title to any of the Jasper Assets; and
- (c) the payment of the consideration for the Jasper Assets,

in each case, for the same period of time during which an obligation to indemnify exists pursuant to Section 5.2 or Section 5.3, as applicable.

5.2 Indemnification by DCP

- (a) DCP shall indemnify and save harmless Venzee from and against all Losses, whether or not arising due to third party Claims, that Venzee may suffer or incur, directly or indirectly, as a result of:
 - (i) any non-fulfilment or breach of any covenant or agreement on the part of DCP contained in or made pursuant to this Agreement; or

- (ii) any misrepresentation or any incorrectness in or breach of any representation or warranty of DCP contained in or made pursuant to this Agreement.
- (b) DCP's obligations under Section 5.2(a) shall be subject to the following limitations:
- (i) the obligations of DCP under Section 5.2(a)(ii) shall terminate 12 months following the Closing Time, except with respect to Losses (i) set forth in written notices given by Venzee to DCP prior to such date, and (ii) incurred by Venzee prior to the date of such notices;
 - (ii) DCP's total liability for Claims pursuant to Section 5.2(a) shall not exceed 100% of the Purchase Price, except where such Claims relate to intentional misrepresentation or fraud by DCP or any Person acting for or on behalf of DCP, in which case DCP's total liability shall not be subject to any limit;
 - (iii) DCP shall not be liable for any special, punitive or aggravated damages, including damages for loss of profits and lost business opportunities or damages calculated by reference to any Purchase Price methodology; and
 - (iv) DCP shall be entitled, at its election, to satisfy all or any portion of any amount payable by DCP to Venzee pursuant to Section 5.2(a) through the surrender and cancellation, for no consideration, of a number of issued and outstanding Venzee Shares registered in the name of DCP equal to:
 - (A) such elected amount payable by DCP to Venzee to be so satisfied through the surrender and cancellation of Venzee Shares; divided by
 - (B) the Per Share Price, subject to any adjustments as determined by the board of directors of Venzee to be equitable in the event of a reclassification, subdivision, consolidation, stock dividend or other similar event affecting the Venzee Shares.

5.3 Indemnification by Venzee

- (a) Venzee shall indemnify and save harmless DCP from and against all Losses, whether or not arising due to third party Claims, that DCP may suffer or incur, directly or indirectly, as a result of:
- (i) any non-fulfilment or breach of any covenant or agreement on the part of Venzee contained in or made pursuant to this Agreement;
 - (ii) any misrepresentation or any incorrectness in or breach of any representation or warranty of Venzee contained in or made pursuant to this Agreement.
- (b) Venzee's obligations under Section 5.3(a) shall be subject to the following limitations:
- (i) the obligations of Venzee under Section 5.3(a)(ii) shall terminate 12 months following the Closing Time, except with respect to Losses (i) set forth in written notices given by DCP to Venzee prior to such date, and (ii) incurred by DCP prior to the date of such notices;
 - (ii) Venzee's total liability for Claims pursuant to Section 5.3(a) shall not exceed 100% of the Purchase Price, except where such Claims relate to intentional

misrepresentation or fraud by Venzee or any Person acting for or on behalf of Venzee, in which case Venzee's total liability shall not be subject to any limit; and

- (iii) Venzee shall not be liable for any special, punitive or aggravated damages, including damages for loss of profits and lost business opportunities or damages calculated by reference to any Purchase Price methodology.

5.4 Indemnification Procedures for Third Party Claims

- (a) In the case of Claims made by a third party with respect to which indemnification is sought, the Party seeking indemnification (the "**Indemnified Party**") shall give prompt notice, and in any event within 20 days, to the other Party (the "**Indemnifying Party**") of any such Claims made upon it including (i) a description of such third party Claim in reasonable detail including the sections of this Agreement which form the basis for such Claim, (ii) the actual or estimated amount of the damages that have been or will be sustained by an Indemnified Party, and (iii) reasonable supporting documentation. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent that such delay prejudiced the defence of the Claim or increased the amount of liability or cost of defense.
- (b) The Indemnifying Party shall have the right, by notice to the Indemnified Party given not later than 10 days after receipt of the notice described in Section 5.4(a), to assume the control of the defence, compromise or settlement of the Claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in accordance with the terms contained in this Section in respect of that Claim.
- (c) Upon the assumption of control of any Claim by the Indemnifying Party as set out in Section 5.4(b), the Indemnifying Party shall diligently proceed with the defence, compromise or settlement of the Claim at its sole expense, including if necessary, employment of counsel reasonably satisfactory to the Indemnified Party and the Indemnified Party shall cooperate fully with such defence, but at the expense of the Indemnifying Party with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control and take such other steps as in the opinion of counsel for the Indemnifying Party are reasonably necessary to enable the Indemnifying Party to conduct such defence. The Indemnified Party shall also have the right to participate in the negotiation, settlement or defence of any Claim at its own expense.
- (d) The final determination of any Claim pursuant to this Section 5.4, including all related costs and expenses, shall be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claim against the Indemnifying Party.
- (e) If the Indemnifying Party does not assume control of a Claim as permitted in Section 5.4(b), the Indemnified Party shall be entitled to make such settlement of the Claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the Claim shall be binding upon the Indemnifying Party.
- (f) If any Claim made by a third party is of a nature that the Indemnified Party is required by applicable Law to incur losses or make a payment to any third party with respect to the Claim before completion of settlement negotiations or related legal proceedings, the Indemnified Party may incur such losses or make such payment and the Indemnifying Party

shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for such Losses on payment. If the amount of any liability of the Indemnified Party under such third party Claim, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after the receipt of the difference from the third party, pay to the Indemnifying Party the amount of such difference, together with any interest on it paid by the third party to the Indemnified Party. In addition, the Indemnifying Party shall post all security required by any court, regulatory body or other authority having jurisdiction, including for purposes of enabling the Indemnifying Party to contest any Claim made by a third party.

- (g) The Indemnified Party and the Indemnifying Party shall co-operate fully with each other and shall keep each other fully advised with respect to Claims made by third parties (including supplying copies of all relevant documentation promptly as it becomes available).

5.5 Tax Status of Indemnification Payments

Any payment made by DCP pursuant to this Article 5 shall constitute a reduction of the Purchase Price and any payment made by Venzee pursuant to this Article 5 shall constitute an increase in the Purchase Price. In either case, each of DCP and Venzee shall, within a reasonable time of payment and receipt of such payment, as applicable, and in any event within two months of such payment, request all amendments to its current or past Tax Returns as may be necessary to reflect such reduction or increase.

5.6 Exclusive Remedy

- (a) The rights of indemnity set forth in this Article 5 are the sole and exclusive remedy of each Party in respect of any misrepresentation, incorrectness in or breach of any representation or warranty, or breach of covenant, by the other Party under this Agreement or any certificate given pursuant to this Agreement, but not in respect of any agreement delivered pursuant to this Agreement. If any Losses are suffered or incurred by one Party as contemplated by Section 5.2(a) or Section 5.3(a), and there has been a refusal by the other Party to make payment or otherwise provide satisfaction in respect of such Losses, then a legal proceeding is the appropriate means to seek a remedy for such refusal.
- (b) Notwithstanding Section 5.6(a), the Parties acknowledge that the failure to comply with a covenant or obligation contained in this Agreement may give rise to irreparable injury to a Party inadequately compensable in damages. Accordingly, a Party may seek to enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damage (and without the requirement of posting a bond or other security).

5.7 Set-off

Each Party shall have the right to set off and deduct from any amounts payable by such Party to an Indemnified Party pursuant to this Article 5 any amounts that are then payable by such Indemnified Party to the other Party in respect of any Claim by such other Party against the Indemnified Party pursuant to this Article 5.

**ARTICLE 6
MISCELLANEOUS**

6.1 Further Assurances

Subsequent to the Closing Time and thereafter as may be necessary or desirable, and without further consideration, the Parties shall execute, acknowledge and deliver such other instruments and shall take such other actions as may be necessary to carry out their respective obligations under this Agreement.

6.2 Governing Law

- (a) This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (b) Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the Alberta courts situated in the City of Calgary and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

6.3 Notices

Any notice or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or email and addressed:

- (a) to DCP at:
Digital Commerce Payments Inc.
736 Meridian Road NE
Calgary, Alberta T2A 2N7
Attention: Jeffrey J. Smith
Email: **REDACTED - Privileged Information**
with a copy (which shall not constitute notice) to:
Osler, Hoskin & Harcourt LLP
Suite 2700, 225 6th Avenue SW
Calgary, Alberta T2P 1N2
Attention: Kelsey Armstrong
Email: **REDACTED - Privileged Information**
- (b) to Venzee at:
Venzee Technologies Inc.
422 Richards Street, Suite 170
Vancouver, British Columbia V6B 2Z4
Attention: Peter Montross
Email: **REDACTED - Privileged Information**
with a copy (which shall not constitute notice) to:

Osler, Hoskin & Harcourt LLP
1000 Rue De la Gauchetière Ouest, Suite 1100
Montréal, Québec H3B 4W5

Attention: Jeremy Brisset
Email: **REDACTED - Privileged Information**

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or email, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

6.4 Time of the Essence

Time is of the essence in this Agreement.

6.5 Entire Agreement

This Agreement and the Transaction Agreement constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and the Transaction Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

6.6 Successors and Assigns

- (a) This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors, receivers, receiver-managers, trustees and permitted assigns.
- (b) Neither Party may assign its rights or obligations under this Agreement without prior written consent of the other Party.

6.7 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this

Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

6.8 Rules of Construction

The Parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

6.9 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by electronic transmission) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the Parties have executed this Asset Conveyance Agreement.

DIGITAL COMMERCE PAYMENTS INC.

By: _____
Name: Jeffrey J. Smith
Title: Chief Executive Officer

VENZEE TECHNOLOGIES INC.

By: _____
Name: Peter Montross
Title: Chief Executive Officer

SCHEDULE "D"

JASPER SOFTWARE RIGHT OF USE AGREEMENT

See attached.

JASPER SOFTWARE RIGHT OF USE AGREEMENT BETWEEN:

DIGITAL COMMERCE PAYMENTS INC.

and

VENZEE TECHNOLOGIES INC.

[●], 2025

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 INTERPRETATION	1
1.1 Defined Terms	1
1.2 Certain Rules of Interpretation	4
ARTICLE 2 RIGHT OF USE	5
2.1 Grant of the Right of Use	5
2.2 Modifications	5
2.3 Use Restrictions	5
2.4 General Responsibilities of Venzee.....	6
2.5 Reservation of Rights.....	6
2.6 Third-Party Products	6
2.7 Support and Maintenance.....	6
ARTICLE 3 PAYMENT OF THE SOFTWARE FEE.....	6
3.1 Payment of the Software Fee.....	6
3.2 Transfer Taxes	7
3.3 Section 85 Election	7
3.4 Adjustment to Software Fee or Elected Amounts.....	7
3.5 Capital.....	8
ARTICLE 4 REPRESENTATIONS AND WARRANTIES	8
4.1 Representations and Warranties of DCP.....	8
4.2 Representations and Warranties of Venzee.....	9
ARTICLE 5 CONFIDENTIAL INFORMATION, PRIVACY AND SECURITY	9
5.1 Confidential Information	9
5.2 Exclusions and Exceptions	9
5.3 Protection of Confidential Information.	10
5.4 Compelled Disclosures.....	10
5.5 Security	11
5.6 Privacy	11
ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	12
6.1 Pre-existing Materials.....	12
6.2 Third-Party Products Ownership.....	12
6.3 Feedback.....	12
6.4 Venzee Licence	12
ARTICLE 7 WARRANTIES AND DISCLAIMERS	12
7.1 Limited Warranties, Warranty Disclaimer and Cumulative Remedies	12
ARTICLE 8 INDEMNIFICATION	14
8.1 DCP Indemnification	14
8.2 Venzee Indemnification	14

TABLE OF CONTENTS
(continued)

	<u>Page</u>
8.3 Sole Remedy	15
ARTICLE 9 LIMITATIONS OF LIABILITY	15
9.1 Limitations of Liability	15
ARTICLE 10 TERM AND TERMINATION	15
10.1 Term of this Agreement.....	15
10.2 Effect of Termination of this Agreement	15
10.3 Term of Right of Use.....	16
10.4 Termination of Right of Use.....	16
10.5 Effect of Termination of Right of Use	16
10.6 Survival	16
10.7 Exclusivity.....	16
ARTICLE 11 MISCELLANEOUS	17
11.1 Entire Agreement.....	17
11.2 Notices	17
11.3 Force Majeure	17
11.4 Amendments and Modifications	18
11.5 Waiver	18
11.6 Severability	18
11.7 Governing Law	18
11.8 Choice of Forum.....	18
11.9 Successors and Assigns	19
11.10 Export Regulation.....	19
11.11 Equitable Relief.....	19
11.12 Time of Essence	19
11.13 Counterparts	19
SCHEDULE "A" LIST OF FEATURES.....	21

SOFTWARE RIGHT OF USE AGREEMENT

THIS AGREEMENT is made as of [●], 2025 (the “Effective Date”),

BETWEEN:

DIGITAL COMMERCE PAYMENTS INC., a corporation existing under the laws of the Province of Alberta (“DCP”)

- and -

VENZEE TECHNOLOGIES INC., a corporation existing under the laws of the Province of British Columbia (“Venzee”, together with DCP, the “Parties” and, each a “Party”)

WHEREAS the transactions contemplated herein are being completed pursuant to, and in accordance with, a transaction agreement dated as of October 31, 2025 between DCP and Venzee, as amended, supplemented or restated from time to time in accordance with its terms (the “**Transaction Agreement**”);

AND WHEREAS DCP desires to grant to Venzee a right of use with respect to the Jasper Software (as defined below) described in the List of Features (as defined below) and Venzee desires to obtain the Right of Use (as defined below) to use the Jasper Software for the Permitted Use (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows, with the intent to be legally bound:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

As used in this Agreement (including the recitals hereto), the following terms have the following meanings:

“**Authorized User**” means an employee or contractor of Venzee who Venzee permits to access and use the Jasper Software and/or the Documentation in accordance with the Right of Use and this Agreement.

“**Automatic Update**” means upgrades, updates, additions, enhancements, or modifications to the Jasper Software and/or the Documentation, including those resulting in improvements or new features, processes, functions, services or performance metrics.

“**Bankruptcy Event**” has the meaning ascribed thereto in Section 10.4(b).

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Calgary, Alberta or Vancouver, British Columbia.

“**Consideration Shares**” means 16,842,105 Venzee Shares, which is equal to the Software Fee divided by the Per Share Price.

“**DCP Intellectual Property Rights**” has the meaning ascribed thereto in Section 4.1(d).

“**the Documentation**” means DCP’s user manuals, handbooks, and installation guides relating to the Jasper Software provided by DCP to Venzee either electronically or in hard copy form/end-user documentation relating to the Jasper Software.

“**Effective Date**” has the meaning ascribed thereto in the preamble.

“**Elected Amounts**” has the meaning ascribed thereto in Section 3.3.

“**ETA**” means Part IX of the *Excise Tax Act* (Canada), and all regulations promulgated thereunder.

“**EULA**” means the end-user licence agreement that Venzee shall enter into with end-user customers for such end-user customers’ access to the Jasper Software and the Documentation, and which shall accurately describe the functionality and use of the Jasper Software.

“**Governmental Entity**” means (a) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (b) any subdivision, agent or authority of any of the foregoing, (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (d) any stock exchange.

“**GST**” means the goods and services tax and/or harmonized sales tax levied under the ETA and any analogous provision of any comparable applicable Law of any province or territory of Canada.

“**Intellectual Property Rights**” means rights in all: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), and rights in data and databases; (d) trade secrets, know-how, and other confidential information; (e) industrial designs and design rights; and (f) all other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Jasper Software**” means the Jasper Software as a Service (SaaS) software provided by DCP that enables Venzee to operate its business on a Product Information Management Solution and Automatic Update.

“**Law**” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended.

“**List of Features**” means the list of features attached as Schedule “A” attached hereto.

“**Material Adverse Effect**” in respect of a Person means any change, effect, event, occurrence, condition or development that: (x) has or could reasonably be expected to have, individually or in the aggregate, a material and adverse impact on the business, operations, results of operations, assets, capitalization or financial condition of such Person; or (y) would reasonably be expected to materially impair or delay the ability of any Person to perform their respective obligations under this Agreement, other than any change, effect, event, occurrence or state of facts relating to:

- (a) changes, developments or conditions in or relating to general international or Canadian political, economic or financial or capital market conditions;

- (b) any change or proposed change in any Laws or the interpretation, application or non-application of any Laws by any Governmental Entity;
- (c) any act of terrorism or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of terrorism, hostilities or war;
- (d) any epidemic, pandemic (including COVID-19 and any variants thereof), earthquake, volcano, tsunami, hurricane, tornado or other natural disaster or act of God;
- (e) any action taken (or omitted to be taken) by the applicable person or the counterparty as the case may be, which is required to be taken (or omitted to be taken) pursuant to this Agreement or that is requested or consented to by the other Party in writing, or the failure to take any action by the applicable person or the counterparty as the case may be, if that action is prohibited by this Agreement;
- (f) the execution, announcement or pendency of this Agreement or the Transaction Agreement or consummation of the transactions contemplated by this Agreement or the Transaction Agreement; or
- (g) any failure by a Party or any of its subsidiaries, as applicable, to meet any estimates, forecasts, projections or expectations regarding its revenues, costs (including capital costs), earnings or other financial performance or results of operations (provided that the underlying cause of any such change may be taken into account in determining whether there has been a Material Adverse Effect).

“**Per Share Price**” means \$0.095 per Venzee Share.

“**Permitted Use**” means the integration and utilization of the Jasper Software and the Documentation by Venzee in order for end-user customers of Venzee to access the Jasper Software and the Documentation in accordance with EULAs.

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

“**Personal Information**” means any data or information that constitutes personal data or personal information under any applicable data privacy and/or data protection Law, including any information relating to an identifiable natural person.

“**Pre-existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by either Party in connection with the performance of obligations under this Agreement, in each case developed or acquired by such Party before the commencement or independently of this Agreement.

“**Processing**” means any operation or set of operations that is performed on Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. “Process” and “Processed” will have a corresponding meaning.

“**Right of Use**” has the meaning ascribed thereto in Section 2.1(a)(ii).

“**Software Fee**” means a one-time fee payable on the Effective Date in the amount of \$1,600,000.

“**Support Provider**” means the designate of DCP that will provide support for the Jasper Software at all times, at the rates established by DCP from time to time.

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

“**Third-Party Products**” means any third-party products described in the List of Features provided with or incorporated into the Jasper Software.

“**Transaction Agreement**” has the meaning ascribed thereto in the recitals.

“**Transfer Taxes**” has the meaning ascribed thereto in Section 3.2(a).

“**TSXV**” means the TSX Venture Exchange.

“**Updates**” means any updates, bug fixes, patches, or other error corrections to the Jasper Software that DCP generally makes available to all licensees of the Jasper Software.

“**Venzee Shares**” means the common shares in the authorized share capital of Venzee.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specified:

- (a) **Headings, etc.** The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.
- (b) **Currency.** All references to dollars or to “\$” are references to Canadian dollars and unless otherwise indicated.
- (c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (d) **Certain Phrases and References, etc.** The words “including”, “includes” and “include” mean “including (or includes or include) without limitation,” and “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of.” Unless stated otherwise, “Article”, “Section”, and “Schedule” followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement. The term “Agreement” and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.
- (e) **Capitalized Terms.** All capitalized terms used in any Schedule have the meanings ascribed to them in this Agreement.
- (f) **Knowledge.** Where any representation or warranty is expressly qualified by reference to the knowledge of DCP, it is deemed to refer to the actual knowledge of Jeffrey J. Smith, Chief Executive Officer, in his capacity as an officer of DCP and not in his personal capacity, after due inquiry.

- (g) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.
- (h) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.

ARTICLE 2 RIGHT OF USE

2.1 Grant of the Right of Use

- (a) Effective on the Effective Date, DCP hereby grants to Venzee a royalty-free, fully paid-up, exclusive (except with respect to DCP), non-sublicensable (except to the extent end-user customers of Venzee are permitted access to the Jasper Software pursuant to EULAs), non-transferable (except in compliance with Section 11.9) and perpetual licence (except if Venzee is subject to a Bankruptcy Event in which case the licence and all related rights shall terminate in accordance with Section 10.4(b)) to:
 - (i) use the Jasper Software and DCP's Pre-existing Materials embedded in the Jasper Software solely for Venzee's Permitted Use; and
 - (ii) use and make a reasonable number of copies of the Documentation solely for Venzee's Permitted Use ((i) and (ii) collectively, the "**Right of Use**").
- (b) Any copy of the Jasper Software:
 - (i) remains DCP's exclusive property;
 - (ii) is subject to the terms and conditions of this Agreement; and
 - (iii) must include all copyright or other proprietary rights notices contained in the original.

2.2 Modifications

Any Automatic Update to the Jasper Software and/or the Documentation licenced pursuant to the Right of Use in accordance with Section 2.1 that is made, conceived or reduced to practice by DCP or by third-party licensors shall be deemed to be Jasper Software and/or the Documentation that is licenced in accordance with Section 2.1.

2.3 Use Restrictions

- (a) Venzee shall not use the Jasper Software or the Documentation for any purposes beyond the Permitted Use and the scope of the Right of Use in accordance with this Agreement.
- (b) Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Venzee shall not at any time, directly or indirectly:
 - (i) copy, modify, or create derivative works of the Jasper Software or the Documentation, in whole or in part;

- (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Jasper Software or the Documentation;
- (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Jasper Software, in whole or in part;
- (iv) remove any proprietary notices from the Jasper Software or the Documentation; or
- (v) use the Jasper Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other rights of any Person, or that violates any applicable Law.

2.4 General Responsibilities of Venzee

Venzee shall be responsible and liable for all uses of the Jasper Software and the Documentation resulting from access provided by Venzee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Venzee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Venzee will be deemed a breach of this Agreement by Venzee. Venzee shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Jasper Software and the Documentation and shall cause Authorized Users to comply with such provisions.

2.5 Reservation of Rights

DCP reserves all rights not expressly granted to Venzee in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Venzee or any third party any Intellectual Property Rights or other right, title, or interest in or to the Jasper Software.

2.6 Third-Party Products

DCP may distribute certain Third-Party Products with the Jasper Software. For purposes of this Agreement, such Third-Party Products are subject to their own licence terms and the applicable flow through provisions referred to in the List of Features. If Venzee does not agree to abide by the applicable terms for such Third-Party Products, then Venzee should not install or use such Third-Party Products.

2.7 Support and Maintenance

Venzee acknowledges and agrees that the continued Right of Use in accordance with this Agreement, including to obtain support, maintenance and other services related to the Jasper Software, is subject to Venzee entering into a separate agreement with DCP or a Support Provider.

ARTICLE 3 PAYMENT OF THE SOFTWARE FEE

3.1 Payment of the Software Fee

In consideration for the grant of the Right of Use by DCP to Venzee pursuant to the terms and conditions of this Agreement, at the Effective Date, Venzee shall satisfy the Software Fee by the issuance of the Consideration Shares as fully-paid and non-assessable shares with such legends or restrictions as required by applicable Law, including the policies of the TSXV. DCP will be added to the register of holders of Venzee Shares in respect of the Consideration Shares.

3.2 Transfer Taxes

- (a) Venzee shall pay or cause the payment of all applicable GST, sales taxes, registration fees or other applicable taxes properly payable on or in connection with any amounts payable by Venzee hereunder (collectively, the “**Transfer Taxes**”) as and when such Transfer Taxes are payable pursuant to applicable Law. Venzee and DCP acknowledge and agree that the Software Fee and all other amounts referenced herein are exclusive of all Transfer Taxes.
- (b) To the extent permitted under subsection 167(1) of Part IX of the ETA and any equivalent or corresponding provision under any applicable provincial or territorial legislation imposing a similar value added or multi-staged tax, DCP and Venzee shall jointly elect such that no GST will be payable with respect to the grant of the Right of Use under this Agreement. DCP and Venzee shall make such election(s) in prescribed form containing prescribed information and DCP shall file such election(s) in compliance with the requirements of the applicable legislation.
- (c) The Parties agree and acknowledge that any GST incurred in connection with the grant of the Right of Use contemplated by this Agreement shall, as between the Parties, be borne by Venzee. Venzee agrees to pay, and hereby indemnifies and saves DCP harmless from and against any losses and liabilities in any way resulting from its failure to do so or which may arise relating thereto.
- (d) The GST registration number of Venzee is **REDACTED - Privileged Information**.
- (e) The GST registration number of DCP is **REDACTED - Privileged Information**.

3.3 Section 85 Election

It is intended that the grant of the Right of Use by DCP hereunder occur on a tax-deferred basis to DCP for purposes of the Tax Act and applicable provincial income tax statutes. In order to give effect to this intention, DCP and Venzee shall, in a timely manner, jointly execute and file elections under section 85 of the Tax Act in prescribed form and elections in prescribed form under the corresponding provisions of applicable provincial income tax statutes in respect of the Right of Use. The elected amounts (the “**Elected Amounts**”) for purposes of each such election will be determined by DCP in a manner consistent with the above-described intention.

3.4 Adjustment to Software Fee or Elected Amounts

- (a) If DCP and Venzee subsequently mutually determine, or if the Canada Revenue Agency or any other taxing authority issues, or proposes to issue, assessments or reassessments of additional liability for taxes or in respect of any other matter by reason of asserting that the Software Fee is less than or greater than the aggregate fair market value of the Right of Use, or that the consideration received by DCP is more or less than the fair market value of the Right of Use, or that an elected amount is more or less than the Elected Amount for the Right of Use as determined by DCP, then the Software Fee, the consideration therefor, or the Elected Amount, as the case may be, shall be increased or decreased as necessary but only to the extent that the Software Fee or consideration or Elected Amount so revised is acceptable to the Parties or to both the particular taxing authority and the Parties, as the case may be, or is established by a court of competent jurisdiction (after all appeal rights have been exhausted or all time periods for appeal have expired without appeals having been taken) to be the aggregate fair market value of the Right of Use (in the case of the Software Fee or consideration) or the Elected Amount, as the case may be.

- (b) If the Software Fee or consideration is varied in the circumstances described in paragraph (a) above, DCP and Venzee shall take such steps as may be necessary to reflect properly an appropriate adjustment to the Software Fee and consideration as varied.
- (c) If an Elected Amount is varied in the circumstances described in paragraph (a) above, DCP and Venzee shall file a revised election(s) under the provisions of subsection 85(1) of the Tax Act and the corresponding provisions of all applicable provincial or territorial legislation to give effect to the variation.

3.5 Capital

Venzee shall add to the capital account maintained for the Venzee Shares, in accordance with the provisions of subsection 72(1) of the *Business Corporations Act* (British Columbia), an amount equal to the Elected Amount (as finally determined under this Agreement).

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of DCP

As of the Effective Date, DCP represents and warrants to Venzee as follows, and acknowledges that Venzee is relying upon such representations and warranties in entering this Agreement:

- (a) DCP is duly, validly existing and in good standing under the laws of the Province of Alberta and has full corporate power to execute, deliver and perform its obligations under this Agreement.
- (b) This Agreement has been duly authorized by all necessary corporate action of DCP. This Agreement has been duly executed and delivered by DCP and constitutes a valid and binding obligation of DCP enforceable against it in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar Laws generally affecting enforceability of creditors' rights and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.
- (c) DCP has not committed an act of bankruptcy, is not insolvent, has not proposed a compromising arrangement to its creditors generally, has not had any petition for a receiving order in bankruptcy filed against it, has not made a voluntary assignment in bankruptcy, has not taken any proceedings with respect to a compromise or arrangement, has not taken any proceeding to have itself declared bankrupt or wound-up, has not taken any proceeding to have a receiver appointed of any part of its assets, has not had any encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or become levied upon any of its property and, to the knowledge of DCP, no such actions or proceedings have been taken or commenced by any other person.
- (d) DCP owns all right, title and interest in and to, or is validly licenced (and is not in material breach of such licences), all patents, trademarks, trade names, domain names and copyrights that are material to the Jasper Software (the "**DCP Intellectual Property Rights**").
- (e) To the knowledge of DCP, all DCP Intellectual Property Rights are valid and enforceable, and to the knowledge of DCP the DCP Intellectual Property Rights owned by DCP does

not infringe in any material way upon any third parties' Intellectual Property Rights in Canada.

- (f) To the knowledge of DCP, no third party is infringing upon the DCP Intellectual Property Rights owned by DCP in a manner that currently would reasonably be expected to adversely affect such DCP Intellectual Property Rights in any material respect.
- (g) DCP owns or has validly licenced or leased (and is not in material breach of such licences) the Jasper Software.

4.2 Representations and Warranties of Venzee

As of the Effective Date, Venzee represents and warrants to DCP as follows, and acknowledges that DCP is relying upon such representations and warranties in entering this Agreement:

- (a) Venzee is duly, validly existing and in good standing under the laws of the Province of British Columbia and has full corporate power to execute, deliver and perform its obligations under this Agreement.
- (b) Venzee has full power and authority to carry on its business and to enter into any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder and thereunder. Venzee has all requisite corporate power, authority, capacity and approvals to carry on its business as now conducted and to own, lease and operate its respective assets.
- (c) This Agreement has been duly executed and delivered by Venzee and constitutes a valid and binding obligation of Venzee enforceable against it in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar Laws generally affecting enforceability of creditors' rights and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

ARTICLE 5 CONFIDENTIAL INFORMATION, PRIVACY AND SECURITY

5.1 Confidential Information

In connection with this Agreement, each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Subject to Section 5.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that: (a) if disclosed in writing or other tangible form or medium, is marked "**confidential**" or "**proprietary**"; (b) if disclosed orally or in other intangible form or medium, is identified by the Disclosing Party or its Representative as confidential or proprietary when disclosed and summarized and marked "**confidential**" or "**proprietary**" in writing by the Disclosing Party or its Representative; or (c) due to the nature of its subject matter or the circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary. Without limiting the foregoing, the Jasper Software and the Documentation are the Confidential Information of DCP.

5.2 Exclusions and Exceptions

Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure before such information's being disclosed or made available to the Receiving Party in

connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information; or (e) the Receiving Party is required to disclose pursuant to any applicable Canadian securities Laws or the rules of the TSXV.

5.3 Protection of Confidential Information.

As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted under the terms and conditions of Section 5.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Article 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Article 5;
- (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and, in no event, less than a reasonable degree of care;
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Article 5.

Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Article 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Laws will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

5.4 Compelled Disclosures

If the Receiving Party or any of its Representatives is compelled by applicable Laws to disclose any Confidential Information, then, to the extent permitted by applicable Laws, the Receiving Party shall: (a) promptly, and before such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek an injunction, protective order, or other remedy or waive its rights under Section 5.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking an injunction, protective order, or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on

the advice of the Receiving Party's outside legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other competent authority that such Confidential Information will be afforded confidential treatment.

5.5 Security

- (a) In addition to Venzee's other obligations under this Agreement, Venzee will implement, maintain, enforce, review, and update internal security and back-up procedures sufficient to ensure compliance by Venzee with applicable Laws and policies of DCP and to protect all Confidential Information and other information, including Personal Information for which Venzee is responsible hereunder.
- (b) Venzee's security procedures shall include risk assessment and controls for: (i) system access; (ii) system and application development and maintenance; (iii) change management; (iv) asset classification and control; (v) incident response, physical and environmental security; (vi) disaster recovery/business continuity, and (vii) employee training.

5.6 Privacy

In addition to the confidentiality obligations hereunder, in the event that Venzee receives, observes or otherwise comes into possession of Personal Information (whether such Personal Information belongs to DCP, third-party licensors of DCP including but not limited to end-user licensees or any other party), including without limitation, the General Data Protection Regulation (GDPR) (EU) 2016/679, the Personal Information Protection and Electronic Documents Canada (PIPEDA) in Canada, and any other applicable data protection and/or data privacy laws, Venzee shall fully comply with such laws, including without limitation, maintaining the confidentiality of any protected information. Venzee will:

- (a) not use such Personal Information other than as necessary to perform its obligations under this Agreement or the EULAs;
- (b) not disclose such Personal Information to any third party, unless otherwise permitted in writing;
- (c) ensure that persons authorized to Process Personal Information, including without limitation Authorized Users, have committed themselves to confidentiality and protection of Personal Information or are under appropriate statutory obligation to do so;
- (d) take all measures required in accordance with good industry practice and applicable laws, including implementing and maintaining appropriate technical and organizational measures to protect Confidential Information and Personal Information against unlawful destruction, loss, alteration, access, or unauthorized disclosure;
- (e) immediately inform DCP if, in its opinion, it is involved in an actual, potential or threatened security incident or data breach with respect to Confidential Information and/or Personal Information or if Venzee is in violation or breach of applicable data protection and/or data privacy laws; and
- (f) assist and cooperate with DCP in ensuring DCP's compliance with its obligations of protecting Personal Information and Confidential Information under applicable Laws.

ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

6.1 Pre-existing Materials

Either Party and/or its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to their respective Pre-existing Materials.

6.2 Third-Party Products Ownership

Venzee acknowledges that with respect to Third-Party Products, the applicable third-party licensors own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

6.3 Feedback

If Venzee or any of its employees or contractors sends or transmits any communications or materials to DCP by mail, email, telephone, or otherwise, suggesting or recommending changes to the Jasper Software or the Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), DCP is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Venzee hereby assigns on its behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and DCP is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although DCP is not required to use any Feedback.

6.4 Venzee Licence

Venzee hereby grants DCP a royalty-free, non-exclusive, revocable licence for the Term to (a) use Venzee’s Intellectual Property Rights, including Pre-existing Materials, solely for the purpose of fulfilling DCP’s obligations under the List of Features; and (b) sublicense the rights referred to in this section to DCP’s third-party licensors, if and as DCP deems appropriate, solely to the extent necessary to enable such DCP’s licensors to fulfill their obligations under the List of Features.

The Parties shall not engage in any joint development of Intellectual Property Rights under this Agreement except as the Parties may separately agree, in writing.

ARTICLE 7 WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties, Warranty Disclaimer and Cumulative Remedies

- (a) DCP represents and warrants that: (i) the Jasper Software will perform materially as described in the specifications in the Documentation for a period of six (6) months following the Effective Date or the date on which Venzee delivers the Jasper Software, whichever is earlier; and (ii) at the time of delivery, the Jasper Software does not contain any virus or other malicious code that would cause the Jasper Software to become inoperable or incapable of being used in accordance with the Documentation. **THE FOREGOING WARRANTIES DO NOT APPLY, AND DCP STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.**
- (b) The warranties set forth in Section 7.1(a) do not apply and become null and void if Venzee, any Authorized User or any other person provided access to the Jasper Software by Venzee or any Authorized User:

- (i) breaches any provision of this Agreement;
 - (ii) whether or not in violation of this Agreement, installs or uses the Jasper Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by DCP in writing;
 - (iii) modifies or damages the Jasper Software; or
 - (iv) misuses the Jasper Software, including any use of the Jasper Software other than as specified in the Documentation or expressly authorized by DCP in writing.
- (c) If, during the period specified in Section 7.1(a), any Jasper Software fails to comply with the warranty in Section 7.1(a), and such failure is not excluded from warranty pursuant to Section 7.1(b), DCP shall, subject to Venzee promptly notifying DCP in writing of such failure, at its sole option, either repair or replace the Jasper Software, provided that Venzee provides DCP with all information DCP reasonably requests to resolve the reported failure, including sufficient information to enable DCP to recreate such failure. If DCP repairs or replaces the Jasper Software, the warranty will continue to run from the Effective Date and not from Venzee's receipt of the repair or replacement. The remedies set forth in this Section 7.1(c) are Venzee's sole remedies and DCP's sole liability under the limited warranty set forth in Section 7.1(a).
- (d) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7.1(a), THE JASPER SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS" AND DCP HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DCP SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL CONDITIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7.1(a), DCP MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE JASPER SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET VENZEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
- (e) The application of the United Nations Convention on Contracts for the International Sale of Goods and any local implementing legislation related to the *United Nations Convention on Contracts for the International Sale of Goods* is expressly excluded from this Agreement.
- (f) No single or partial exercise by a Party of any right or remedy procedures or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

ARTICLE 8 INDEMNIFICATION

8.1 DCP Indemnification

- (a) DCP shall indemnify, defend, and hold harmless Venzee from and against any and all losses, damages, liabilities, and costs (including reasonable legal fees) (“**Losses**”) incurred by Venzee resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Jasper Software or the Documentation, or any use of the Jasper Software or the Documentation in accordance with this Agreement, infringes or misappropriates such third party’s Canadian Intellectual Property Rights, provided that Venzee promptly notifies DCP in writing of the claim, cooperates with DCP, and allows DCP sole authority to control the defense and settlement of such claim.
- (b) If such a claim is made or appears possible, Venzee agrees to permit DCP, at DCP’s sole discretion, to: (i) modify or replace the Jasper Software or the Documentation, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Venzee to continue use. If DCP determines that none of these alternatives is reasonably available, DCP may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Venzee.
- (c) This Section 8.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Jasper Software in combination with data, software, hardware, equipment, or technology not provided by DCP or authorized by DCP in writing; (ii) modifications to the Jasper Software not made by DCP; (iii) use of any version other than the most current version of the Jasper Software or the Documentation delivered to Venzee; or (iv) Third-Party Products.
- (d) DCP shall be entitled, at its election, to satisfy all or any portion of any amount payable by DCP to Venzee pursuant to Section 8.1(a) through the surrender and cancellation, for no consideration, of a number of issued and outstanding Venzee Shares registered in the name of DCP equal to:
 - (A) such elected amount payable by DCP to Venzee to be so satisfied through the surrender and cancellation of Venzee Shares; divided by
 - (B) the Per Share Price, subject to any adjustments as determined by the board of directors of Venzee to be equitable in the event of a reclassification, subdivision, consolidation, stock dividend or other similar event affecting the Venzee Shares.

8.2 Venzee Indemnification

Venzee shall indemnify, hold harmless, and, at DCP’s option, defend DCP from and against any Losses resulting from any Third-Party Claim based on Venzee’s, or any Authorized User’s: (a) negligence or wilful misconduct; (b) use of the Jasper Software or the Documentation in a manner not authorized or contemplated by this Agreement; (c) use of the Jasper Software in combination with data, software, hardware, equipment, or technology not provided by DCP or authorized by DCP in writing; (d) modifications to the Jasper Software not made by DCP; or (e) use of any version other than the most current version of the Jasper Software or the Documentation delivered to Venzee, provided that Venzee may not settle any Third-Party Claim against DCP unless such settlement completely and forever releases DCP from all liability with respect to such Third-Party Claim or unless DCP consents to such settlement, and further

provided that DCP will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

8.3 Sole Remedy

THIS Article 8 SETS FORTH VENZEE'S SOLE REMEDIES AND DCP'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE JASPER SOFTWARE OR DOCUMENTATION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9 LIMITATIONS OF LIABILITY

9.1 Limitations of Liability

- (a) Except as expressly otherwise provided in this Article 9, in no event will DCP be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any:
 - (i) consequential, incidental, indirect, special, aggravated, punitive, or exemplary damages;
 - (ii) increased costs, diminution in value or lost business, production, revenues, or profits;
 - (iii) loss of goodwill or reputation;
 - (iv) use, inability to use, loss, interruption, delay or recovery of any data, or breach of data or system security; or
 - (v) cost of replacement goods or services, in each case regardless of whether Venzee was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable.
- (b) Except as expressly otherwise provided in this Article 9, in no event will DCP's aggregate liability arising out of or related to this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise exceed the total amounts paid to DCP under this Agreement in the 12-month period preceding the event giving rise to the claim.

ARTICLE 10 TERM AND TERMINATION

10.1 Term of this Agreement

This Agreement shall be effective from the date hereof and shall remain in effect until the earlier to occur of: (a) termination of this Agreement in accordance with its terms or by written consent of the Parties; or (b) the termination of the Right of Use in accordance with this Agreement.

10.2 Effect of Termination of this Agreement

If this Agreement is terminated in accordance with the foregoing provisions of Section 10.1, this Agreement shall become void and be of no further force or effect without liability of any Party (or any shareholder,

director, officer, employee, agent, consultant or representative of such Party) to any other Party hereto, provided that neither the termination of this Agreement nor anything contained in this Article 10 shall relieve any Party from any liabilities or damages arising out of its breach of any provision of this Agreement.

10.3 Term of Right of Use

The Right of Use shall commence on the Effective Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect indefinitely.

10.4 Termination of Right of Use

In addition to any other express termination right set forth in this Agreement:

- (a) either Party may terminate the Right of Use, effective on written notice to the other Party, if the other Party breaches this Agreement (in the case of Venzee, including a breach by any of end-user licensees who are provided access to the Jasper Software and/or the Documentation by or on behalf of Venzee), and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or
- (b) DCP may terminate the Right of Use, effective immediately upon written notice to Venzee, if Venzee: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business ((i), (ii), (iii) and (iv) collectively called, "**Bankruptcy Event**").

10.5 Effect of Termination of Right of Use

Upon termination of the Right of Use, without limiting Venzee's obligations under Article 5, Venzee shall cease using and delete, destroy, or return all copies of the Jasper Software and the Documentation and certify in writing to DCP that the Jasper Software and the Documentation has been deleted or destroyed. No termination will entitle Venzee to any refund of the Software Fee.

10.6 Survival

This Section 10.6 and Article 1 (Interpretation), Article 3 (Payment of the Software Fee), Article 5 (Confidential Information, Privacy and Security), Article 6 (Intellectual Property Right and Ownership), Section 7.1(d), Article 8 (Indemnification), Article 9 (Limitations of Liability), and Article 11 (Miscellaneous) survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

10.7 Exclusivity

Venzee agrees not to procure, licence, or use any software that is similar to the Jasper Software in its functionality or utility from any other party during the term of this Agreement, unless otherwise agreed upon in writing by the Parties.

**ARTICLE 11
MISCELLANEOUS**

11.1 Entire Agreement

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

11.2 Notices

Any notice or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or email and addressed:

- (a) to DCP at:

Digital Commerce Payments Inc.
736 Meridian Road NE
Calgary, Alberta T2A 2N7

Attention: Jeffrey J. Smith
Email: **REDACTED - Privileged Information**

- (b) to Venzee at:

Venzee Technologies Inc.
422 Richards Street, Suite 170
Vancouver, British Columbia V6B 2Z4

Attention: Peter Montross
Email: **REDACTED - Privileged Information**

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or email, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

11.3 Force Majeure

In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, (except for any obligations to

make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of god, flood, fire, earthquake, explosion or other casualty, natural disaster, accident, war or other violence or other similar events outside the control of any Party, but excluding labour strikes and lockouts, and events that result from either Party's negligence, fault or intentional wrongdoing.

11.4 Amendments and Modifications

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

11.5 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right, remedy, power, or privilege.

11.6 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

11.7 Governing Law

This Agreement and all exhibits and schedules attached hereto and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule.

11.8 Choice of Forum

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Alberta, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

11.9 Successors and Assigns

- (a) This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors, receivers, receiver-managers, trustees and permitted assigns.
- (b) Venzee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of DCP, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void.

11.10 Export Regulation

Venzee shall not itself, or permit any other person to export, re-export, or release, directly or indirectly, the Jasper Software to, or make the Jasper Software accessible from, any jurisdiction or country to which the export, re-export, or release is prohibited by applicable Laws or without first completing all required undertakings (including obtaining any necessary export licence or other approval by a Governmental Entity).

11.11 Equitable Relief

Each Party acknowledges and agrees that a breach of this Agreement may cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

11.12 Time of Essence

Time is of the essence in respect of this Agreement.

11.13 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by electronic transmission) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the Parties have executed this Jasper Software Right of Use Agreement.

DIGITAL COMMERCE PAYMENTS INC.

By: _____
Name: Jeffrey J. Smith
Title: Chief Executive Officer

VENZEE TECHNOLOGIES INC.

By: _____
Name: Peter Montross
Title: Chief Executive Officer

SCHEDULE “A” LIST OF FEATURES

Capitalized terms used but not defined in this List of Features have the meaning given to those terms in the Agreement.

DESCRIPTION OF SOFTWARE:

The PIM (Product Information Management Solution) will be capable of managing unlimited items in numerous currencies, through various business models and capable of automatically distributing content between various ERP software solutions and marketplaces. The minimum feature set will be operated by DCP’s third-party licensor and demonstrated by DCP:

The PIM will retrieve product, price, and stock data from within a clients’ ERP system and/or other data sources, organize such data within the PIM, syndicate such data to designated marketplaces, and synchronize orders originating from the marketplaces, back with the ERP software or other data source. The PIM system will focus on the retrieval, organization, and syndication of product, inventory, order, and pricing information. Integrations required by clients outside of the PIM system will require further development.

Clients will be able to add product data to the system via ERP integration, Rest API Integration, adding product information manually via the user interface, and Excel and XML bulk uploads. DCP will provide a single XML and Excel template that must be used for importing product data via XML or Excel.

The PIM solution will contain two applications. One application will be a Backoffice for managing clients. The second application will be a data organization and mapping application in which clients can log in and organize & map the products and the attributes through connectors from their ERP system or other integration or process with a marketplace connector.

The PIM solution will provide the following functionality:

- Provides a secure multi-tenant system that will not allow any client to access another client’s information.
- Provides multi-level role-based security for back-office users and client users.
- Provides multiple ways for a client to upload data and mapping the product data to key marketplaces.
 - Clients’ ERP software – defined integration
 - Manual product data entry from user interface
 - Bulk data upload (XML or Excel file) from user interface
- Allows clients to map and distribute product data information in unique ways to different marketplaces according to the marketplace specification.
- Provides single user experience for clients to distribute their products to selected marketplaces, sell their products to different marketplaces, monitor product movement status, inventory status, and return process.

- Provides reporting to clients for product data, movement of the data, product data in marketplaces, error logs.
- Provides flexible product upload and update scheduler job structure for clients to manage their own settings for marketplaces and ERP systems.
- Provides fee and pricing management capability for Clients and DCP
- Provides client setup, activate, and deactivate functionality.

The PIM solution will include the following screens:

- Homepage – Dashboard
 - Dashboard – Products
 - Dashboard - Orders
- Quick Menu
- Orders
- All Orders
- Products and Categories
- Add New Product
- Product List
- Product
- Marketplaces
- Category data mapping
- Packages
- Category List
- Import
- Batch Upload Excel
- Batch Image Upload
- XML Definition page
- Report / Statistics
- Order Reports

- Integrations
- Application and Settings
- Settings
- General Settings
- Product Settings
- Shipment Settings

Backoffice Application

- Integration Setting Panel (ERP and Marketplaces)
- Integration Summary
- Active Services
- Active Cron Periods
- Service Statuses
- All Products listed in All Integration
- Product Reports
- Added Products
- Website Info (e-shop only)
- Product Logs (e-shop)
- Order Logs (e-shop)
- Queue View (e-shop)
- Job Logs (ERP)
- Marketplace Integration General Settings
- Inventory
- Product Information Update
- Marketplace Category Config (Catalog Config)
- Marketplace Mapping Specs
- Marketplace Brand Config

- Marketplace Cargo Price Config
- Marketplace Service Price Config
- Product Logs (Marketplace)
- Queue View (Marketplace)
- Job Logs (Marketplace)

Admin Backoffice

- Client Setup
- Client Onboarding
- New Integration Setup (Marketplace or ERP)
- Client and Client Level Integration (Activate-Inactivate)