

XTM Inc.
67 Mowat Avenue, Suite 431
Toronto, Ontario
M6K 3E3

April 1, 2018

CONFIDENTIAL

Fintech Holdings North America, Inc.

Re: Asset Purchase Agreement for the Stored Value Card Business of FHNA Inc.

Dear Sirs:

This binding Asset Purchase Agreement sets out the terms and conditions pursuant to which Fintech Holdings North America, Inc. (hereinafter referred to as "FHNA") shall sell all of its recently acquired Zoompass Inc. assets in connection with its Stored Value Card Business Line ("Prepaid Business") to XTM Inc. (hereinafter referred to as "the Corporation") and whereby the Corporation shall acquire certain material assets of the Stored Value Card business carried on by FHNA as set out in 'Schedule A' of this Letter of Intent.

FHNA acknowledges that the Corporation has not completed the review of its material business agreements at the time of the signing of this Agreement, and as such, the intent of the Corporation to move forward with this asset purchase agreement, is conditional upon the Corporation being satisfied with certain conditions as set forth below.

The terms and conditions of this Agreement are as follows:

1. The Corporation shall acquire certain assets of FHNA, namely all assets relating to the Stored Value Card business, as outlined in Schedule A for an aggregate purchase price of 2.1 Million CDN (the "Purchase Price"), subject to any adjustment following the completion of the Corporation's due diligence process. The Purchase Price will be paid as follows:

i.

[REDACTED]

- i. The Program Management and Bin Sponsorship Agreement with existing banks shall continue to remain in full force and effect on the event date; and
- ii. There is no decrease in revenue from the Prepaid Business; and

- iii. All current clients of the Prepaid Business of FHNA shall continue to have a contractual agreement with Company that is and continues to generate the same level of revenue as they have been with FHNA (using a 12 month average pre-closing); and
- iv. All material vendors of FHNA that are critical to the operations of FHNA shall continue their existing agreements with Company at the same rates currently charged to FHNA or better; and
- v. There are no material changes in the regulatory environment substantially preventing Company from effectively servicing the current and future prepaid business portfolio at the same level of profit generation; and
- vi. There is no material change in the ownership structure of Company.

2. The closing date will be on or before May 1st, 2018 (the "Closing") or such other date as mutually agreed between the parties;

3. The Corporation shall not assume any liabilities of FHNA and FHNA shall provide a notice to any vendors and clients and any other party to whom it owes or may owe, whether anticipated or unknown, at any time that any debts that are or may become due and owing shall remain the liability of FHNA and its Principals;

4. Pending Closing of the Asset Purchase and subject to certain provisions of this Agreement, the Corporation and FHNA shall each keep confidential any trade secrets or confidential;

- (a) the Closing of the Asset Purchase;
- (b) the Information becoming generally known to the public other than through a breach of this paragraph;
- (c) the Information being lawfully obtained by the receiving party from a third party or parties without breach of this Agreement by the receiving party, as shown by documentation sufficient to establish the third party as a source of the Information;
- (d) the Information being known to the receiving party prior to disclosure by the disclosing party, as shown by documentation sufficient to establish such knowledge; or
- (e) the disclosing party having provided its prior written approval for such disclosure by the receiving party.

5. In the event that the parties have not executed and closed this Asset Purchase and have not agreed to extend the Closing date, each party shall return the Information received from the other party and any copies made thereof to the disclosing party notwithstanding non-execution of this agreement unless this provision is immediately rejected upon receipt and emails such rejection to the sending party.

6. The parties agree that the existence and terms of this Agreement are to be kept strictly confidential. No disclosure of this Agreement may be made by the Corporation or FHNA without the prior written consent of the other party.
7. The commencement and completion of this Asset Purchase is subject to and conditional upon, the following conditions:
 - (a) the Corporation and FHNA shall have obtained all requisite board approvals;
 - (b) no adverse material change in the business affairs, or operations of FHNA's Stored Value Card business shall occur up to the completion of the Asset Purchase;
 - (c) the Purchased Assets being free and clear of all encumbrances;
 - (d) FHNA shall assign all of its rights, title and interests in the purchased assets to the Corporation;
 - (e) the consent of all suppliers to:
 - i. Assign any existing agreements to the Corporation;
 - ii. Continue its existing business arrangements with the Corporation;
 - (f) the consent of all customers to:
 - i. Assign any existing agreements to the Corporation;
 - ii. Continue its existing business arrangements with the Corporation;
 - (g) the consent of all issuers to:
 - i. Assign any existing agreements, BINS and programs to the Corporation;
 - ii. Continue its existing business arrangements with the Corporation;
 - (h) the Corporation being satisfied, at their sole discretion, with the results of their due diligence;
 - (i) FHNA authorizing the issuing bank to allow the Corporation access to all information, including balance information, concerning all of the accounts held by FHNA and/or F/B/O FHNA' clients;
 - (j) FHNA authorizing its processor to share all reports requested by the Corporation concerning the FHNA Prepaid business portfolio;
 - (k) the confirmation from the issuers that any open cardholder balances equal the amount of funds held at the issuer and all balances on account are confirmed by each client by having them each sign a letter confirming the amounts provided by the bank;
 - (l) Signed letter from FHNA guaranteeing that all Prepaid programs are prefunded and guaranteeing that to the extent the Corporation later discovers the balances were not prefunded that FHNA will be liable to the client and/or the Corporation for such amounts

- (m) if applicable, the compliance of FHNA with respect to the Bulk Sales Act (Ontario) or obtained waivers from any lenders or creditors of FHNA waiving the provisions of the Bulk Sales Act (Ontario) that require that adequate provision be made for the immediate payment in full of the amounts owned to them by FHNA;
- (n) FHNA's agreement that the Corporation may engage FHNA employees to support the transition of the Stored Value Card business;
- (o) FHNA agreeing to enter into a non-competition and non-solicitation agreement with the Corporation whereby for a period of three years following the Asset Purchase FHNA:
 - (i) will not directly or indirectly be engaged in any business or undertaking that is competitive with the Purchased Assets in Canada; and
 - (ii) will not directly or indirectly solicit any employees of the Corporation for employment by such party or any undertaking with which such party is associated, or solicit the customers/clients of the Corporation.

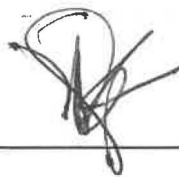
9. Each party agrees to pay its own expenses with respect to this proposed transaction.

Kindly sign the enclosed copy of this letter and return it to us as confirmation of the status of our negotiations and as evidence of your agreement. We confirm that a formal and binding Asset Purchase Agreement will be entered into only following completion of negotiations as to all open terms.

Yours truly,

XTM, Inc

Per: _____



Name: Marilyn Schaffer

Title: CEO

(I have authority to bind the Corporation.)

The above terms and conditions are hereby accepted this day of April, 2018.

FHNA Inc.

Per: _____
Name: James Clarke
Title: Director
(I have authority to bind the Corporation.)

SCHEDULE "A"
LIST OF ASSETS

The Stored Value Card business Assets to be sold by FHNA and to be purchased by the Corporation include, but is not limited to the following:

- a. All agreements between FHNA and clients;
- b. All agreements between FHNA and issuers;
- c. All agreements between FHNA and suppliers;
- d. All agreements with FHNA and processor(s);
- e. All bank accounts in connection with the Prepaid portfolio, including income account(s), with issuer;
- f. All accounts payable;
- g. All tax credits and business monetary benefits due, owing and available to FHNA on or before the date of closing;
- h. All intellectual property rights;
- i. All web and mobile application platforms, technology and source code;
- j. All servers and hardware;
- k. All existing Stored Value Card programs;
- l. All existing cardholders;
- m. Any business plans, marketing plans, graphic design files, sales leads, customer & supplier lists, price lists, inventory records and other books and records; and
- n. All other goodwill of the Stored Value Card business