

## AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is dated and effective as of the 1st day of July, 2018 (the “**Effective Date**”).

### AMONG:

**PAYWITH WORLDWIDE INC.**, a company incorporated under the laws of Delaware with a mailing address at c/o PayWith Canada Inc., 100 – 200 Granville St., Vancouver, BC, Canada V6C 1S4

(“**PayWith**”)

### AND:

**EURO ASIA PAY HOLDINGS INC.**, a company incorporated under the laws of British Columbia with a mailing address at 12900 Gilbert Rd., Richmond, BC, Canada V7E 2H6

(“**Client**”)

### WHEREAS:

- A. PayWith is a market leader in the aggregation of payments via an application platform that drives customer behavior through location based mobile apps that reward members for transactions;
- B. Client wishes to develop a custom software application focused on providing a card payment solution to international students who attend school in Canada;
- C. Client wishes PayWith to extend the PayWith application platform to support certain functionality within the Client’s software application and provide certain other services in connection with the development and implementation of the Client’s software application; and
- D. The Parties entered into a professional services agreement (the “**Original PSA**”) dated and effective May 15, 2018 to reflect the foregoing and wish to enter into this agreement to amend and restate the Original PSA to further clarify their rights and obligations with respect to the provision of the PayWith platform, the software application development and related services, as applicable.

## ARTICLE 1 DEFINITIONS

### 1.1 Definitions

In addition to the terms defined in the preamble and throughout this Agreement, in this Agreement the following capitalized terms shall have the following meanings:

- (a) “**Acceptance Testing Delivery Date**” means the date the Applications are delivered by PayWith to Client for acceptance testing;
- (b) “**Additional Services Specifications**” means the additional services specifications set out on the attached EXHIBIT C;

- (c) **“Affected Party”** means the Party that is prevented, hindered or delayed from or in performing any of its obligations (other than the payment of monies) under this Agreement by a Force Majeure Event;
- (d) **“Business Day”** means means any day other than a Saturday, Sunday or any statutory or civic holiday in the Province of British Columbia or any day on which commercial banks are not open for business in Vancouver, British Columbia;
- (e) **“Client Application”** means the custom web-based software application to be developed by Client in accordance with the Client Application Specifications;
- (f) **“Client Application Specifications”** means the Client Application specifications set out on the attached EXHIBIT A;
- (g) **“Confidential Information”** means any and all knowledge, know-how, data, information, and/or techniques disclosed by the Disclosing Party to the Receiving Party including, without limitation, all information and data concerning the Disclosing Party’s business, marketing, customers, product development plans, supplier information, forecasts, strategies and financial plans, and all research, data, specifications, plans, technical drawings, prototypes, formulas, code, programs, applications, platforms, databases, designs, algorithms, Trade Secrets, trademarks, trademark applications, copyrights, patents, patent applications, technology, names and expertise of employees and consultants, interfaces, materials, processes, ideas, improvements, inventions (whether patentable or not), schematics, models, documents, recordings, instructions, manuals, papers, or other materials of any nature whatsoever concerning the Disclosing Party’s proprietary data, process and technology, whether written or otherwise, relating to the same, as well as the existence of this Agreement and its terms and conditions. However, information will not be considered “Confidential Information” for the purposes of this Agreement if and when it:
  - (i) is published or becomes available to the general public other than through a breach of this Agreement;
  - (ii) is obtained by the Receiving Party from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Disclosing Party;
  - (iii) is independently developed by employees, agents or consultants of the Receiving Party who had no knowledge of or access to the Disclosing Party’s Confidential Information; or
  - (iv) was possessed by the Receiving Party prior to receipt from the Disclosing Party, other than through prior disclosure by the Disclosing Party;
- (h) **“Disclosing Party”** means the Party whose Confidential Information is disclosed to the other Party;
- (i) **“Force Majeure Event”** means an event beyond the reasonable control of the Affected Party including, without limitation, an act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule or regulation,

accident or breakdown of plant or machinery not due to the negligence of the Affected Party, fire, flood and storm;

- (j) **“Insolvency Event”** in relation to a Party means the winding-up, dissolution or liquidation of a company or the passing of a resolution in furtherance of same, the institution of proceedings to be adjudicated a bankrupt or insolvent under applicable laws, the consenting to the institution of such proceedings, the consenting to the filing of any petition under applicable bankruptcy or insolvency laws or to the appointment of a receiver or receiver-manager, the making of a general assignment for the benefit of creditors, the filing of a proposal to settle payment of creditors’ liabilities, the admission in writing of insolvency or the taking of any action in furtherance of any of the above;
- (k) **“Intellectual Property Rights”** means all worldwide rights in any (i) patents, patent disclosures, ideas and inventions (whether patentable or not); (ii) trademarks, and other designations of source, sponsorship, affiliation or origin, together with all related goodwill; (iii) copyrights, copyrightable works and other works of authorship (including computer programs), mask works, data, data collections and databases; (iv) trade secrets, know-how and other confidential or proprietary information; (v) moral rights, and (vi) any and all other software, development, design, process, or other intellectual property, industrial property, or proprietary right, in each case whether registered or unregistered and including all related rights of priority under international conventions, all pending and future applications and registrations and continuations, divisions, continuations-in-part, reissues, extensions, substitutions, re-examinations and renewals thereof, and all similar or equivalent rights or forms of protection in any part of the world;
- (l) **“Intellectual Property Rights Framework”** means the intellectual property rights framework set out on the attached EXHIBIT B;
- (m) **“IP Assignment and Licensing Documentation”** means the assignments and/or licenses of Intellectual Property Rights entered into between the Parties in accordance with the Intellectual Property Rights Framework;
- (n) **“Legal Documentation”** means the documentation satisfying the Legal Documentation Requirements;
- (o) **“Legal Documentation Requirements”** means the legal documentation requirements set out on the attached EXHIBIT E;
- (p) **“Party”** or **“Parties”** means either or both of PayWith and Client, as the context requires;
- (q) **“Platform”** means the extension of the PayWith application platform to support the Client Application, operable with the current version of each of the iOS and Android operating system at the date of signature of this Agreement and with the two previous main versions of each operating system, available for use by cardholders and satisfying the Platform Specifications;
- (r) **“Platform Documentation”** means the platform documentation satisfying the Platform Documentation Requirements;

- (s) “**Platform Documentation Requirements**” means the platform documentation requirements set out on the attached EXHIBIT D;
- (t) “**Platform Services Agreement**” means the agreement to be entered into by the Parties to provide Client with access to and use of the Platform as further set out on the attached EXHIBIT B;
- (u) “**Platform Specifications**” means the platform specifications set out on the attached EXHIBIT A;
- (v) “**Purpose**” means the purpose set out on the attached EXHIBIT A;
- (w) “**Receiving Party**” means the Party receiving Confidential Information disclosed by the other Party;
- (x) “**Services**” means, collectively, the Services required to be provided by PayWith to Client pursuant to ARTICLE 2;
- (y) “**Target Delivery Date**” means the target date for PayWith to make the Platform available to Client for acceptance testing as set out in the Platform Documentation Requirements;
- (z) “**Termination Date**” means the date the Platform is accepted by Client in accordance with the Acceptance Test Plan or such later date as the Parties may agree in writing; and
- (aa) “**Trade Secrets**” means Confidential Information which (i) is or may be used in a trade or business of the Disclosing Party, (ii) is not generally known in that trade or business, (iii) has economic value from not being generally known, and (iv) is the subject of efforts by the Disclosing Party that are reasonable under the circumstances to maintain its secrecy.

## **ARTICLE 2 ROLES AND RESPONSIBILITIES**

### **2.1 Application Development**

PayWith shall design and develop the Platform in accordance with Platform Specifications (the “**Platform Development Services**”). Client will cooperate with PayWith's reasonable requests for information necessary to accomplish the tasks and objectives for completion of the Platform Development Services.

PayWith shall use reasonable efforts to deliver the Platform to Client for acceptance testing by the Target Delivery Date or as soon as commercially practicable thereafter in accordance with the Platform Specifications. PayWith shall be responsible for delivering and performing only those professional services specifically identified in this Agreement and the Exhibits attached hereto.

Upon acceptance of the Platform by Client in accordance with ARTICLE 4, PayWith shall make the Platform available to Client and Client's end users in accordance with the Platform Services Agreement and Section 4.6.

## **2.2 Documentation**

PayWith shall deliver the documentation set out on EXHIBIT D on or prior to the Target Delivery Date.

## **2.3 Legal Documentation**

Client and PayWith shall, each acting reasonably, agree on the form and terms of the Platform Services Agreement and the other Legal Documentation, on or prior to the Target Delivery Date, or such other date as the Parties may agree in writing. The Platform Services Agreement shall contain such provisions as are required to reflect the Intellectual Property Rights Framework. PayWith shall be responsible for preparing drafts of the Platform Services Agreement and any Legal Documentation for which PayWith is the responsible party as set out on EXHIBIT E.

## **2.4 Cards**

PayWith shall use commercially reasonable best efforts to source a payment card issuer, supplier and payment processor for the card program and shall develop card specifications including design, production, order and delivery timing and costs (all as dictated by the card issuer and supplier) prior to the Target Delivery Date.

## **2.5 Additional Services**

PayWith shall provide additional services, if any, to Client in accordance with a professional services agreement to be entered into between the Parties. For greater certainty, PayWith shall not be obligated to provide any additional services. PayWith shall only provide such additional services as it agrees to in its sole discretion and subject to payment of fees and costs acceptable to PayWith for any such services.

## **2.6 Subcontractors**

PayWith may use employees or subcontractors to develop the Platform or otherwise provide the Services to Client.

## **2.7 Client Responsibilities**

Client agrees to perform all of the tasks and assume all of the responsibilities assigned to Client as set forth in this Agreement and the Exhibits attached hereto and to provide all assistance and cooperation to PayWith as may be reasonably required for PayWith to provide the Services in a timely and efficient manner.

# **ARTICLE 3 PROJECT MANAGEMENT AND CHANGE ORDERS**

## **3.1 Project Co-Ordinators**

Promptly upon the execution and delivery of this Agreement, the Parties shall each designate a Project Coordinator to supervise the work being performed hereunder. The first point of contact for each Party shall be the Project Coordinator for such Party. The initial Project Coordinator for each Party is set out on the attached EXHIBIT F. Either Party may change its Project Coordinator from time to time by providing written notice to the other Party of such change.

### 3.2 Project Meetings

The Parties shall meet regularly as may be required (no less than weekly) during the term of this Agreement.

### 3.3 Change Orders

If at any time, Client should desire a change or modification to the Platform, Client shall make such request to PayWith in writing, and such change shall require mutual agreement of the Parties, arrived at in accordance with the procedure set forth in EXHIBIT G. If the Parties are unable to agree after implementing this procedure acting reasonably and in good faith, the dispute resolution procedure described in ARTICLE 5 will be applied.

## ARTICLE 4 ACCEPTANCE TESTING

### 4.1 Acceptance Test Plan

Acceptance testing of the Platform shall be conducted in accordance with this ARTICLE 4 (the “Acceptance Test Plan”).

### 4.2 Acceptance Period

Acceptance testing will be based on the following error definitions (the “Acceptance Criteria”):

LEVEL	CATEGORY	DESCRIPTION
A	Critical Error	<ul style="list-style-type: none"><li>• Error that results in the Platform stopping, loss of data, or functions that are of critical importance to Client, acting reasonably, and are not delivered or not working as described in this Agreement.</li><li>• The Platform Documentation being so incomplete or misleading that Client is unable to use the Platform or material parts thereof.</li></ul>
B	Serious Error	<ul style="list-style-type: none"><li>• Error that results in functions that are of importance to Client, acting reasonably, are not working as described in this Agreement, and which it is time-consuming and costly to circumvent.</li><li>• The Platform Documentation being so incomplete or misleading that the user is unable to use functions that Client has deemed to be important, acting reasonably.</li></ul>
C	Less Serious Error	<ul style="list-style-type: none"><li>• Error that results in individual functions not working as intended, but which can be avoided with relative ease by users.</li><li>• The Platform Documentation is incomplete, imprecise or easily misunderstood.</li></ul>

#### **4.3 Acceptance Testing Period**

Client will have fifteen (15) days following the Acceptance Testing Delivery Date (the “**Approval Period**”), to inspect, test, and assess the Platform and determine whether it meets the Platform Specifications.

#### **4.4 Acceptance or Non-acceptance**

If Client accepts the Platform in accordance with the Acceptance Criteria, then Client shall give PayWith written notice to such effect without undue delay and in any event no later than five (5) Business Days after expiry of the Approval Period. The Platform is deemed to be accepted unless Client has notified PayWith in writing, within five (5) Business Days after expiry of the Approval Period, stating that it is rejected and giving reasons for rejection (a “**Notice of Rejection**”).

Client may not reject the Platform on the basis of matters that are immaterial for Client’s use of the Platform. “A” errors and three (3) or more “B” errors (as set out in the Acceptance Criteria) shall be deemed to be material. “C” errors (as set out in the Acceptance Criteria) are deemed to be immaterial, unless several “C” errors imply, in aggregate, that approval would be clearly unreasonable. Errors that have only occurred once, and which it has not been possible to reproduce during the Approval Period, are not deemed to be errors for the purpose of approving the Platform.

Client shall make available such personnel as may be necessary for testing the Platform in accordance with the Acceptance Test Plan.

#### **4.5 Rejection**

If PayWith wishes to argue the rejection is unjustified, it shall give written notice to such effect to Client within ten (10) Business Days of receiving a Notice of Rejection. If Client still refuses to accept the Platform, the dispute shall be resolved pursuant to ARTICLE 5. If PayWith does not dispute the rejection, then PayWith shall have ten (10) Business Days to send Client a timetable for repairing the errors specified in the applicable Notice of Rejection.

Upon completion of the repair(s), PayWith shall again deliver the Platform to Client and Client shall promptly resume its acceptance test in accordance with the Acceptance Test Plan.

#### **4.6 Making Platform Available for Use**

PayWith shall make the Platform available for use by Client and Client’s end users in accordance with the Platform Services Agreement once Client has accepted the Platform in accordance with the Acceptance Test Plan.

### **ARTICLE 5 DISPUTE RESOLUTION**

#### **5.1 Negotiation**

The Parties shall use reasonable commercial efforts to resolve all disputes without resorting to litigation. If a dispute arises between the Parties, they will attempt to reach an amicable resolution. If either Party determines that an amicable resolution cannot be reached, it shall submit such dispute in writing (a “**Dispute Notice**”) to the other Party, who shall use its best efforts to resolve the dispute or to negotiate an appropriate modification or amendment.

## **5.2 Arbitration**

If (a) the Parties conclude in good faith that an amicable resolution of the dispute through continued negotiation is unlikely, or (b) sixty (60) days has elapsed from the date of submission of a Dispute Notice by either Party, the dispute shall be resolved by arbitration in accordance with the ICDR Canada Arbitration Rules. The seat of arbitration shall be Vancouver, British Columbia, the language of the arbitration shall be English and the number of arbitrators shall be one.

## **5.3 Standstill**

Except as otherwise provided in this Agreement, neither Party shall be permitted to bring any proceedings against the other (save for in junctive relief) until the conclusion of arbitration.

## **5.4 Suspension of Services and Payments During Disputes**

For any period of time during which the Parties are attempting to resolve a dispute in good faith pursuant to this ARTICLE 5, Client may, upon thirty (30) days prior written notice to PayWith, suspend payment of the Monthly Retainer and any Development and Services Fees (each as defined below) for 30 days, provide that:

- (a) PayWith shall not be obligated to continue providing any Services during the suspension period;
- (b) Client's responsibility to pay such fees shall automatically be reinstated upon the earlier of the resolution or termination of the dispute or the end of the suspension period; and
- (c) all delivery and target dates under this Agreement shall be postponed by a time period equivalent to the suspension period.

# **ARTICLE 6 COMPENSATION AND PAYMENT**

## **6.1 Fees and Expenses**

Client shall pay to PayWith the following fees, costs and expenses:

- (a) subject to Sections 5.4 and 6.1(b), from the date of this Agreement until acceptance of the Platform by Client in accordance with ARTICLE 4, Client shall pay to PayWith a retainer of \$150,000 per month (prorated for any partial month) (the "**Monthly Retainer**"), which shall be due and payable on the last day of each and every month commencing May 30, 2018. The Parties acknowledge and agree that the Monthly Retainer is compensation for PayWith reserving the internal capacity amongst its employees and contractors to provide the Services in accordance with this Agreement;
- (b) the Monthly Retainer shall be discounted by 50% to \$75,000 per month for the month of November 2018 and shall be discounted to \$50,000 per month for the month of December 2018 (prorated for any partial month);
- (c) until acceptance of the Platform by Client in accordance with ARTICLE 4, Client shall pay to PayWith development and services fees (the "**Development and Services**



**Fees**”) for all Services provided by PayWith on an hourly or daily basis. Fees for time shall be based on the prevailing hourly or daily rates of PayWith and its contractors and employees and the number of hours or days spent providing the Services. Client shall only be obligated to pay Development and Services Fees to the extent they exceed the Monthly Retainer;

- (d) until acceptance of the Platform by Client in accordance with ARTICLE 4, Client shall reimburse PayWith for all reasonable expenses for materials and other disbursements (including the cost of any development software or commercial software libraries that PayWith deems necessary to provide the Services) (the “**Reimbursements**”) incurred by PayWith in connection with the Services based on PayWith’s costs for same;
- (e) Client shall pay to PayWith all such other fees, costs and amounts due as set out in the Exhibits attached hereto (the “**Additional Amounts**”); and
- (f) PayWith shall invoice Client monthly for the Monthly Retainer and any Development and Services Fees, Reimbursements and Additional Amounts due and Client shall pay all such amounts within fifteen (15) days of receipt of each invoice.

## **6.2 Overdue Invoices**

All amounts payable to PayWith by Client shall be fully earned when due and non-refundable when paid. Invoices not paid within fifteen (15) days from the due date shall bear interest from the invoice date until paid at a rate of two percent (2%) per month or the maximum rate permitted by applicable law, whichever is less. PayWith may suspend the provision of all Services to Client upon five (5) Business Days’ written notice until the amounts outstanding are paid in full. Time is of the essence for all payments under this Agreement, and in the event any payment due to PayWith is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney’s fees.

## **ARTICLE 7 TERM AND TERMINATION**

### **7.1 Term**

This Agreement is effective as of the Effective Date and will continue in full force and effect until the Termination Date unless earlier terminated as provided herein.

### **7.2 Termination**

Either Party may terminate this Agreement immediately by written notice to the other Party, if:

- (a) the other Party commits a material breach of its obligations under this Agreement, unless said breach is capable of remedy. If the breach is capable of remedy, the non-breaching Party may terminate this Agreement thirty (30) days after serving written notice of the breach on the other Party in the event that the other Party has failed to remedy the breach during such thirty (30) day period;
- (b) either the other Party or its employees, agents or sub-contractors is guilty of any fraudulent act or willful misconduct in performing its obligations hereunder;

- (c) the other Party commits, or is the subject of, an Insolvency Event; or
- (d) a Force Majeure Event continues for more than sixty (60) days.

Client's termination of this Agreement will not relieve Client of its obligations to pay for any Services performed up to the date of termination. Termination for breach will not alter or affect the terminating Party's right to exercise any other remedy for breach. In addition, if this Agreement is terminated pursuant to this Section 7.2 and prior to delivery of the Platform pursuant to Section 4.6, Client will not be entitled to the delivery of all or any part of the Platform or any work in progress or any Intellectual Property Rights in connection therewith, all of which shall remain with PayWith.

## **ARTICLE 8 CONFIDENTIALITY**

### **8.1 Treatment of Confidential Information**

The Receiving Party will not, without the Disclosing Party's prior written consent, use the Confidential Information, directly or indirectly, for any purpose other than as required in connection with this Agreement. The Receiving Party will keep and use all of the Confidential Information in confidence and will not, without the Disclosing Party's prior written consent, disclose any part of the Confidential Information to any person, firm, corporation, or other entity regardless of any affiliation or relationship with the Receiving Party, provided that the Receiving Party may disclose such Confidential Information as may be required to any securities commission having jurisdiction over the Receiving Party, any stock exchange on which the Receiving Party's securities are listed or on which the Receiving Party has applied to list such securities, or pursuant to applicable securities laws. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information to third-party consultants but only to the extent that they require access to the Confidential Information in order to enable the Receiving Party to carry out its obligations under this Agreement. The Receiving Party covenants and agrees that before making any Confidential Information available to its employees, officers, directors or third-party consultants, it will ensure they are under obligations of confidentiality which are equivalent to or greater than those set forth in this ARTICLE 8.

### **8.2 Injunctive Relief**

The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or any unauthorized use or release of any Confidential Information may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party and therefore, in addition to any other remedies available to the Disclosing Party hereunder or at law or in equity, the Disclosing Party will be entitled to obtain injunctive relief (with no bond required) to prevent such breach or to otherwise enforce the terms of this Agreement.

### **8.3 Notification of Unauthorized Disclosure**

The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any unauthorized release of Confidential Information or other breach of this Agreement of which it is aware. In the event of a disputed disclosure, the Receiving Party will bear the burden of proof of demonstrating that the information falls under the above-described exceptions.

#### **8.4 Return of Confidential Information**

Upon termination or expiry of this Agreement the Receiving Party will cease to use the Confidential Information in any manner whatsoever and deliver up to the Disclosing Party or destroy all of the Confidential Information in its possession or control and will cause any authorized third parties to whom disclosure was made to do the same.

#### **8.5 Survival**

The provisions of this ARTICLE 8 shall survive the expiry or termination of this Agreement for a period of three (3) years except the provisions of this ARTICLE 8 as they relate to Trade Secrets, which will continue in perpetuity.

### **ARTICLE 9 INTELLECTUAL PROPERTY RIGHTS**

#### **9.1 PayWith Retention of Intellectual Property Rights**

Client acknowledges and agrees that, other than the Client Content (as defined below) and as set forth in Part 4 of EXHIBIT A (SideKick Back-end), the Platform and all Intellectual Property Rights therein (the “**PayWith IP**”) are the exclusive property of PayWith, and PayWith retains all right, title and interest in and to the PayWith IP. Except as specifically set out herein, no assignment, transfer, license or other rights to the PayWith IP are granted to Client by this Agreement or otherwise. Client agrees that the development of the Platform shall not be considered “work made for hire” within the meaning of the United States Copyright Act of 1976, as amended from time to time, or any similar characterization under any other applicable laws and that the Platform shall be the sole property of PayWith.

#### **9.2 Non-Infringement Warranty**

PayWith warrants the Platform will not infringe on any copyright, patent, trade secret or other intellectual property interest of any third party. PayWith will indemnify and hold Client harmless from and against all such infringement claims, losses, suits and damages including, but not limited to attorney’s fees and costs. Following any bona-fide claim of infringement, PayWith shall promptly correct the Platform so as not to be infringing, or secure (at its own expense) the right of Client to use the Platform without infringement.

#### **9.3 Restriction on Client Use of PayWith IP**

Except as expressly permitted under this Agreement, Client shall not, directly, indirectly, alone, or with another party, (a) download, display, copy, reproduce, disassemble, reverse engineer, or decompile the Platform or the PayWith IP; (b) modify, create derivative works based upon, or translate the Platform or the PayWith IP; (c) license, sell, rent, lease, timeshare, transfer, distribute, grant any rights in, or otherwise commercially exploit the Platform or the PayWith IP in any form to any other party; or (d) use the Platform or the PayWith IP as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution, nor shall Client attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing.

#### **9.4 Client Content**

All Client trademarks, service marks, logos, photographs, text, images or other content (“**Client Content**”) expressly provided or to be provided by Client to PayWith for publication or use within the Platform pursuant to this Agreement is and shall remain the exclusive property of Client, and Client

retains all right, title and interest in and to the Client Content. Client grants PayWith a non-exclusive worldwide license to use, copy, reproduce, modify, distribute, publish and transmit any Client Content as may be required to provide the Services and deliver the Platform to Client. Client represents and warrants to PayWith that Client has the right to provide the Client Content to PayWith, and that the use, copying, reproduction, modification, distribution, publication and transmission of the Client Content by PayWith and by its affiliates and advertising partners: (a) will not infringe, violate or misappropriate any third-party copyright, patent, trade secret or other proprietary or Intellectual Property Rights, (b) will not infringe any rights of publicity or privacy, and (c) will not be defamatory or obscene or otherwise violate any applicable law.

## **ARTICLE 10 WARRANTIES AND DISCLAIMERS**

### **10.1 Performance Standard**

PayWith warrants to Client that it will perform the Services in a workmanlike manner and in conformity with generally prevailing industry standards. Client's exclusive remedy for the breach of this warranty will be the re-performance of the Services within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE.

### **10.2 No Third-Party Warranties**

PayWith makes no warranty of any kind, whether express or implied, with regard to any products, software, content, equipment, or hardware obtained from third parties.

### **10.3 No Other Warranties**

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES GRANTED BY PAYWITH AND PAYWITH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. PAYWITH DOES NOT WARRANT THAT THE PLATFORM WILL MEET CLIENT'S NEEDS OR BE FREE FROM ERRORS OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE DEVELOPMENT OF THE PLATFORM.

## **ARTICLE 11 LIMITATION OF LIABILITY**

EXCEPT FOR DAMAGES ARISING OUT OF A BREACH OF ARTICLE 8 OR ARTICLE 9, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING AS A RESULT OF OR RELATED TO PERFORMANCE OF THE SERVICES, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

**ARTICLE 12  
NON-SOLICITATION**

During the term of this Agreement and for a period of two (2) years thereafter, regardless of the reason or cause for termination, neither Party will offer employment to or hire or attempt to hire any employee or subcontractor of the other Party without such other Party's prior written consent.

**ARTICLE 13  
GENERAL CONDITIONS**

**13.1 Amendment and Restatement of Original PSA**

This Agreement amends and restated the Original PSA. From and after the Effective Date, the Original PSA shall be of no further force and effect and shall be superseded and replaced by this Agreement.

**13.2 Independent Contractors**

The relationship of the Parties is that of independent contractors. Nothing in this Agreement will be deemed to create an agency, partnership, or joint venture between the Parties. Neither Party has authority to bind the other or incur any liability or otherwise act on behalf of the other Party.

**13.3 Currency**

All dollar amounts referred to in this Agreement and in any Exhibit attached hereto are in lawful money of Canada.

**13.4 Marketing**

Client grants PayWith the right to use Client's name, service marks, and a description of its services in any marketing materials or other written promotional campaigns produced by PayWith. Either Party may elect to issue a press release related to this Agreement with prior approval from the other Party.

**13.5 Governing Law**

This Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without reference to rules governing choice of laws. All disputes concerning this Agreement shall, subject to ARTICLE 5, be determined exclusively in the courts of British Columbia and the Parties consent to the personal jurisdiction of such courts.

**13.6 Force Majeure**

If an Affected Party is prevented, hindered or delayed from or in performing any of its obligations (other than the payment of monies) under this Agreement by a Force Majeure Event:

- (a) the Affected Party's obligations under this Agreement are suspended while the Force Majeure Event continues and to the extent that the Affected Party is so prevented, hindered or delayed;
- (b) as soon as reasonably possible after the start of the Force Majeure Event, the Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;

- (c) the Affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and
- (d) as soon as reasonably possible after the end of the Force Majeure Event, the Affected Party shall notify the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.

### **13.7 Assignment**

The rights, duties, and privileges of a Party to this Agreement shall not be transferred or assigned by it, in whole or in part, without the prior written consent of the other Party. If Client sells its business to a third party, such consent by PayWith will not be unreasonably withheld.

### **13.8 Entire Agreement; Amendment**

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. This Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of Parties.

### **13.9 Severability**

In case any one or more of the provisions of this Agreement should be held invalid, illegal or unenforceable, each such provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remaining provisions contained in this Agreement shall not in any way be affected or impaired.

### **13.10 No Waiver**

Neither Party's failure to enforce strict performance of any provision of this Agreement will constitute a waiver of a right to subsequently enforce such a provision. No modification, extension or waiver of this Agreement shall be valid unless made in writing and signed by an authorized representative of the Party to be charged. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

### **13.11 Notices**

All notices, demands or other communications required or permitted to be given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by email, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the other Party at the address appearing in the introductory paragraph of this Agreement and emailed notices shall be sent to the Project Coordinator's email address set out on EXHIBIT F, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Emailed notices will be deemed communicated as of one (1) day after emailing. Mailed notices will be deemed communicated as of five (5) days after mailing.

### **13.12 Counterparts**

The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of all

Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile, email or other electronic transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

*[Remainder of this Page Intentionally Blank – Execution Page Follows]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

**PAYWITH WORLDWIDE INC.:**

By: “David Strebinger”

Name: David Strebinger

Title: CEO

**EURO ASIA PAY HOLDINGS INC.:**

By: “Charles Newton Price”

Name: Charles Newton Price

Title: CEO



**EXHIBIT A**  
**Purpose and Platform and Client Application Specifications**








**1. Purpose**

- a) The purpose is to provide services in connection with a payment card issued in Canada to international students studying in Canada (“**Students**”).
- b) To provide parents and legal guardians of Students (collectively, “**Parents**”) the ability to fund and budget student allowance(s) by applying spending restrictions against the program card that their Students will carry.
- c) To provide Parents the ability to be notified, in real-time, where their Students are making purchases.
- d) To provide Parents visibility to when a Students’ card balance is getting low so they can take action and load more funds.
- e) To provide Parents with the peace of mind that their Students will have secure funds allocated and available to spend on goods and services that the Parents deem necessary or enriching to their educational experience.
- f) To provide Students the ability to safely, and securely, transact in Canada with a payment instrument (i.e., their program card) that they know can be topped up by their Parents at any time, and that is guaranteed to work in Canada (as opposed to bringing a family credit card, or alternative, from their home country and potentially experiencing card acceptance issues at Canadian merchant locations).

**2. High-Level Features**

**Platform**

The PayWith proprietary application platform will be extended to create the Platform. The Platform will meet the business objectives of the Purpose set out above, and the Parties (PayWith & Euro Asia Pay) will be responsible for feature/product delivery in the following areas:

	PayWith	EAP
UX / UI Design		
Development		
Quality Assurance		
Hosting / Publishing		
DevOps		
Product Maintenance		
Product Enhancements		

The features and enhancements will include:

- a) Internationalization
  - Ability for Platform (services) to adapt to local languages

- Applied to Legal Agreement service
  - Applied to Communications service
- a) Localization
- Chinese as first (and only) translated language, to support Parent Experience requirements
- b) Spending Restrictions & Card Controls
- Parents can restrict where the card can be used to transact (based on merchant category codes or MCCs)
  - Parents can opt to *not* place any restrictions on a Students' card
  - Parents can temporarily lock/disable a Students' account (suspending use of their card)
- c) Funding Mechanism(s)
- Parents can purchase funds by using their credit card, via the "Parent Portal", and designate those funds available to a specific Student
- d) Funding Controls (Compliance)
- Ability to limit the amount of funds loaded by Parents to under \$1,000 per;
    - Individual load event
    - Total account balance at any given time
  - Ability to limit *total* transaction authorizations to under \$1,000 within a 24 hour period
- e) Legal Agreement Service
- New legal agreement type introduced; "Program Fee(s) Agreement"
    - Leveraged to communicate program fee amount(s) to buyers (i.e., Parents) as they enroll into the card program (i.e., during signup), and capture acknowledgement thereof
  - The PayWith platform retains user acceptance of all legal agreements in the card program database, capturing the UserID, Legal Agreement Name, Legal Agreement Version, and Timestamp of acceptance. This data can be produced, upon request, if/when required by the Program Operator or an authorized third party.
- f) Communication Service Extension(s)
- Ability to send communications to more than one (1) recipient (e.g., to a Student and Parent in real-time)
  - Enable a Program Account Manager to manage communications copy and translations via the PayWith platform Admin UI
  - Transactional, Account-Based & Marketing Communications supported
    - Transactional Communications → are sent, in real-time, to Students and/or Parents immediately following a physical card transaction
    - Account-Based Communications → are sent, periodically, to Students and/or Parents when there is important account related information to








share (e.g., a new revision to a program legal agreement is available and must be re-accepted)

- Marketing Communications → will be strictly managed in compliance with CASL (Canada’s Anti-Spam Law), which means that Parents will have the ability to opt-in/out at any time. The PayWith platform is therefore the accurate source of record for marketing communication distribution (i.e., list management).

*NOTE: Creation and management of marketing email campaigns (i.e., design, tone, assets, copy, email client optimization, email delivery, campaign performance tracking, etc.) can be provided as an additional PayWith service if desired (see Exhibit C for further information).*

g) Student Experience

- Student card interactions will be handled via an SMS-based, web-link enabled, service of the PayWith platform. This service will be produced to meet the Purpose described above, and the Parties (PayWith & Euro Asia Pay) will be responsible for feature/product delivery in the following areas:

	PayWith	EAP
UX / UI Design		
Development		
Quality Assurance		
Hosting / Publishing		
DevOps		
Product Maintenance		
Product Enhancements		

- The features and enhancements will include:
  - From their mobile device, Students can SMS the activation code to the program phone # on the back of the card to begin the card activation process
  - Students can view and accept all applicable program legal agreements
  - Students can input the card activation codes provided to them by their Parents, which establishes a security handshake between the Student and the Parent, authorizing the relationship and ultimately linking funds (that the parent loads) to the specific card that the Student has activated
  - Students can use their cards for purchases at bricks and mortar merchant locations (i.e., Card Present transactions)
  - Students can SMS to retrieve real-time account balance(s)
  - All transaction-based communications that the Students receive, after an authorized or declined transaction, will include an updated account balance









- All communications sent to Students will be in English only
- Students can return retail purchases made with their card

h) Mobile and Web Based Applications Not in Scope

- For clarity, the Parties acknowledge that PayWith will not be responsible for development of any mobile or web-based applications, provided that PayWith will provide such consulting and advisory services as may be requested by Client to ensure any applications developed by Client are able to interact with the PayWith platform as required.

**Client Application**

Client will develop a “Parent Portal” (i.e., Web Front End) experience to meet the business objectives of this card program, and the Parties (PayWith & Euro Asia Pay) will be responsible for feature/product delivery in the following areas:

	PayWith	EAP
UX / UI Design		
Development		
Quality Assurance		
Hosting / Publishing		
DevOps		
Product Maintenance		
Product Enhancements		
Intellectual Property		

The features and enhancements will include:

- a) Parents can self-register into the program via a Web portal available in Mandarin\* (or English)
- b) Parent Legal Agreements available in Mandarin\* or (English)
- c) Parents can add multiple students
- d) Parents can obtain a unique account activation code from the portal, which they need to provide to their Students in order for them to successfully activate their cards
- e) Parents can purchase funds via credit card, and apply those funds to a specific Student
- f) Parents can restrict where their Students can use their card to transact
- g) Parents can receive transaction notifications (when their Students transact) in Mandarin\* (or English)
- h) Parent can temporarily disable a Students’ access to their funds (causing card authorizations to Decline)

*\*English will be supported by default. Mandarin is the one (1) additional language targeted for availability at the conclusion of this Agreement. An alternate one (1) additional*

*language (superseding Mandarin) may be agreed upon by the Parties, if deemed valuable and necessary during the course of feature/product development.*

### 3. Applications Specifications

#### Parent Experience

Rank User Story		RESPONSIBILITY		
		PLATFORM (PayWith Platform)	PARENT FRONT END (EAP)	STUDENT FRONT END (PayWith Platform)
1	As a Parent, I want to access a portal website via my mobile browser		X	
2	As a Parent, I need to change my language		X	
3	As a Parent, I need secure access to the portal		X	
4	As a Parent, I need to self-register on the portal		X	
6	As a Parent, I want to be aware of and accept terms of service in my native language		X	
8	As a Parent, I want to be aware of and accept the Program fees		X	
9	As a Parent, I need to add a Credit Card to my account (to pay my Program fees and purchase funds for my student/s)		X	
12	As a Parent, I can add one or more students	X	X	
24	As a Parent, I want to see current balance per student	X	X	
25	As a Parent, I can load/send funds to a student (existing relationship) -- via purchasing funds from Parent's Credit Card	X	X	
30	As a Parent, I want to see all funds I've sent to a student	X	X	
35	As a Parent, I can view a student's full transaction history	X	X	
36	As a Parent, I can specify my communication preferences for trx notifications		X	
37	As a Parent, I want to know that Account & Transaction notifications are always enabled		X	
38	As a Parent, I can receive communications in my preferred language	X	X	
39	As a Parent, I will receive transaction notifications for my students transactions	X	X	

40	As a Parent, I can view a receipt for my Student's transactions	X	X
47	As a Parent, I can disable the use of a student's Program account/card (i.e., lock)	X	X
51	As a Parent, I can get help/support through: - FAQ link - Support phone # (tel:) - Support email (mailto:)		X
54	As a Parent, I can sign out of the portal website		X
58	As a Parent, I need to be prompted to re-accept terms when they change		X
60	As a Parent, I can specify my marketing communication preferences during sign-up (CASL compliance requirement)		X
63	As a Parent, I need the ability to delete my account	X	X
65	As a (Chinese) Parent, I need to be able to understand the portal		X
67	As a Parent, I can allocate my funding as unrestricted or partitioned into categories for purchase only in those categories.	X	X
77	As a Parent, I can use a method to validate the right student is linking to me (i.e, acquire a unique system-generated invite / activation code that I can share with each of my students)	X	X
80	As a Parent, I am notified if the monthly Program fees change		X
84	As a Parent, I want to receive communications		X X
131	As a Parent, I will be notified when a student has linked their account	X	
132	As a Parent, I am notified when my student deletes their card	X	

## Student Experience

Rank	User Story	RESPONSIBILITY		
		PLATFORM (PayWith)	PARENT FRONT END (EAP)	STUDENT FRONT END (PayWith)
116	As a Student, when I transact with my card, my restricted funds are drawn from before my unrestricted funds	X		
121	As a Student, I am presented with and can accept legal agreements before using my card			X
125	As a Student, I can enter an invite code to link my account to my parents	X		X
133	As a Student, if I can't enter a valid invite code, I can view a marketing webpage maintained by a 3rd party for guidance on how I can get an invite code (from my parent)			X

### 4. Back-end Server

The Client Application will require a back-end server to act as a middleware implementation that ties together various Internet services, including that of the Platform. Notwithstanding the fact that Client may request or may have requested PayWith to assist with the development of certain features of the Client Application, PayWith acknowledges and agrees that the back-end server, as described below, is the exclusive property of Client, and that Client retains all right, title and interest in and to such content. Such ownership does not extend to components of the Platform which may interact with the back-end server.

Work on the back-end server will commence as part of this scope of work, but will be completed as Additional Services after the Target Delivery Date once dependencies have been fully determined.

- A) The back-end server will be an independent back-end platform/dedicated server to support both the immediate and future needs of the Client Application. This back-end will support:
- Subscription service integration via 3<sup>rd</sup> party service, to support:
    - Recurring collection
    - Tiered subscriptions
    - Payment source expiry & renewal
    - Cancellation
  - Acquiring funds from 3<sup>rd</sup> party partner (Stripe or PSIGate)
  - “Batch Transaction” first-class entity to wrap multiple transfers from parent to student to be more easily digested by the SideKick team

This back-end will be built with the ability to support, through further development:

- Various KYC requirements via integration with 3<sup>rd</sup> party KYC platforms
  - Acquiring funds from foreign entities
  - Custom notification systems
- B) New client-facing APIs will be stood up to support new use cases that have arisen during the first stage of development:
- Recipient list for money transfers from non-guardians
  - Transfers from non-guardians
  - User authentication & management
  - OAuth authentication support
- C) Webhook listeners will be hosted to track and notify of:
- Refunds clearing
  - Void transactions
- These will give parents and students the ability to receive accurate communications around refunded and voided transactions, in addition to the success & decline communications developed in phase 1 of development.
- D) Client will be given access to an admin dashboard to allow Client to manage the data on the back-end server. This will be delivered via access to a thoughtbot/administrate dashboard.

## 5. Out of Scope

- a) Native iOS Parent and/or Student apps(s), published in the App Store
- b) Native Android Parent and/or Student apps(s), published in the Google Play Store
- c) Ability for Parents to load funds via bank-to-bank transfers
- d) Know Your Customer (KYC) features and/or services
- e) Ability for Parents to create a contact directory in the Parent Portal (e.g., agent name, school administrator name, homestay custodian name, etc.)
- f) Ability for Parents to enter an agent referral code into the Parent Portal
- g) Ability to programmatically (within the PayWith platform) set or change an EMV Pin code for EMV-enabled program cards. The assumption is that this functionality will be provided exclusively by the card issuer.
- h) Ability for Students to see their complete historical transaction history – this will be a Parent-only feature
- i) Ability for Students to update their profile settings – this will be a Parent-only feature
- j) Ability for Students to manage communications preferences – the only communication channel available to Students will be SMS
- k) Ability for Students to access curated information (i.e., curated website links or other content) about their school and the city within their SMS/Card-based experience
- l) Ability for Students to transact online with their Program Card (i.e., Card Not Present transactions)
- m) Ability for Students to transact outside of Canada (e.g., in the USA) with their Program Card
- n) Introduction of a Merchant Coalition Offer Network (and related features) into the Student and/or Parent experiences
- o) Specialized Support Tools\* for EAP, or any other Non-PayWith party or stakeholder (i.e., any Support Tools identified as integral to the health of the Program could be



developed in the future by onboarding an additional commercial agreement with PayWith).

*\*Specialized Support Tools are defined as features of the PayWith Support User Portal that do not exist at present time, and would have to be built to spec based on any arising Program Support needs identified after a Pilot or General Availability in market.*

**6. Target Delivery Date (for acceptance testing):** January 31, 2019

**EXHIBIT B**  
**Intellectual Property Rights Framework**

**Intellectual Property Rights Framework:**

PayWith and Client shall enter into a Platform Services Agreement wherein, subject to the terms and conditions of the Platform Services Agreement, PayWith shall grant to Client:

- (a) a non-sublicensable (except to Client's end users) right to access and use the Platform Services via APIs during the term of the Platform Services Agreement solely for the Purpose; and
- (b) a non-sublicensable (except to Client's end users) right and license, during the term of the Platform Services Agreement, to (i) display the data and content provided to Client through the APIs (the "**Licensed Content**") within the Client Application or other applications to be developed by Client solely for the Purpose, and/or (ii) allow Client's end users to access and view the Licensed Content through the Client Application or other applications to be developed by Client.

Unless and until specifically licensed by PayWith in the Platform Services Agreement, all Intellectual Property Rights in the Platform and all of PayWith's work product hereunder shall remain with PayWith in accordance with ARTICLE 9. Client agrees that the development of the Platform shall not be considered "work made for hire" within the meaning of the United States Copyright Act of 1976, as amended from time to time, or any similar characterization under any other applicable laws and that the Intellectual Property Rights shall be the sole property of PayWith. Client hereby assigns to PayWith any and all Intellectual Property Rights Client may have in the Platform.

The intellectual property provisions of the Platform Services Agreement shall be in form and substance acceptable to PayWith, in its sole discretion. PayWith specifically reserves all Intellectual Property Rights and licenses not expressly granted under the Platform Services Agreement.

Client shall pay to PayWith a monthly Platform Services Fee for each month of the term of the Platform Services Agreement based on a monthly flat fee plus a volume-based fee each in an amount as will be negotiated between the parties in the Platform Services Agreement.

## **EXHIBIT C** **Additional Services**

### **Additional Services:**

Pursuant to Section 2.5 of this Agreement, following are the additional services which PayWith may provide after the Target Delivery Date pursuant to a professional services agreement to be entered into between the Parties. For greater certainty, PayWith shall not be obligated to provide any additional services. PayWith shall only provide such additional services as it agrees to in its sole discretion and subject to payment of fees and costs acceptable to PayWith for any such services.

1. **Strategic Consulting Services** – PayWith will support EAP’s executive management according to EAP’s requirements either on a project by project basis or as an agreed monthly retainer. EAP and PayWith will sign a Professional Services Agreement (PSA) which refers to individual Statements of Work (SOW) relating to specific engagements. The SOWs for Strategic Consulting Services will include:
  - Objectives
  - Scope of work
  - Deliverables
  - Timescale and plan
  - Resources and costs
2. **Solution Design and Development Services** – PayWith will design and develop custom solutions in the PayWith platform according to EAP’s requirements. Development projects of this nature will be defined in SOW’s associated with the master PSA. The SOWs for Solution Design and Development Services will include:
  - Objectives
  - Detailed requirements
  - Solution specification (including screens and wireframes if applicable)
  - Timescale and plan
  - Resources and costs
3. **Operational Support Services** – If required by EAP, PayWith will negotiate and agree to an Operational Support Agreement. The scope of the services provided under this agreement will be agreed between the parties but may include:
  - Platform hosting and administration
  - Business continuity planning
  - Systems administration (backup, recovery, load balancing etc)
  - Hardware/software installation and upgrade
  - Tier 2 technical support for EAP systems and apps

**EXHIBIT D**  
**Documentation**

**Documentation Requirements:**

PayWith will develop an Operations Guide as a deliverable of this Agreement. The Operations Guide will include:

- API Documentation in industry standard form
- EAP platform and app overview
- Features and functionality description
- Card specifications
- Issuer and processor requirements
- Parties roles, responsibilities and rights
- Change request documentation and procedures
- Transaction funding and authorization flows
- Funds flow
- Billing and payment procedures
- Reconciliation procedures
- Roadmap and future planned functionality
- EAP support
- Student and Parent support
- Merchant support (if applicable)
- Contact details and escalation paths
- FAQs

**EXHIBIT E  
Legal Documentation**

**Legal Documentation Requirements:**

<b>Agreement Category</b>	<b>Agreement Type</b>	<b>Responsible Party</b>
User Agreements:		
	<ul style="list-style-type: none"> <li>• Issuing bank Cardholder Agreement</li> <li>• Issuing bank Privacy Policy</li> <li>• PayWith End User Agreement</li> <li>• PayWith Privacy Policy</li> <li>• EAP End User Agreement</li> <li>• EAP Privacy Policy</li> </ul>	Issuing Bank Issuing Bank PayWith PayWith EAP EAP
PayWith – EAP Contracts:		
	<ul style="list-style-type: none"> <li>• PayWith Platform Services Agreement</li> <li>• Professional Services Agreement</li> </ul>	PayWith PayWith
Commercial Agreements:		
	<ul style="list-style-type: none"> <li>• EAP – School Agreement</li> <li>• EAP – Agent Agreement</li> </ul>	EAP EAP
Third Party Agreements:		
	<ul style="list-style-type: none"> <li>• PayWith – EML Master Agreement and Program Schedule</li> <li>• EML – Issuing Bank Processing Agreement and Program Schedule</li> <li>• EAP – Program Bank Account Agreement</li> </ul>	PayWith  EML/Issuing Bank (PayWith to facilitate as needed)  EAP
Internal EAP legal documents:		
	<ul style="list-style-type: none"> <li>• Employment Agreement</li> <li>• Contractor Agreement</li> </ul>	EAP EAP

**EXHIBIT F**  
**Contacts**

<b>Organization</b>	<b>Role</b>	<b>Contact</b>	<b>Contact details</b>
Client	Project Co-ordinator	Charles Newton Price	<i>[Redacted: Violation of Confidentiality Provisions]</i>
	Legal	Christopher Little	<i>[Redacted: Violation of Confidentiality Provisions]</i>
PayWith	Project Co-ordinator	David Strebinger	<i>[Redacted: Violation of Confidentiality Provisions]</i>
	Accounting	Andrew Black	<i>[Redacted: Violation of Confidentiality Provisions]</i>
	Legal	Graham Matthews	<i>[Redacted: Violation of Confidentiality Provisions]</i>

**EXHIBIT G**  
**Change Order Procedure**

**Step 1. Change Identification**

Should a party (the “**Requester**”) wish to request a material change in any Client Application Specifications, Platform Specifications, Legal Documentation Requirements or Additional Services Specifications it shall submit a change request (a “**Change Request**”) in writing to the other party.

**Step 2. Analysis**

Upon receipt of a Change Request from Client, PayWith will assign the appropriate level of technical personnel to review such Change Request and produce a proposal (the “**PayWith Proposal**”) containing:

- A. initial designs addressing the parameters specified by the Requester;
- B. the effect, if any, of the change on any implementation or delivery schedule;
- C. the acceptance procedure for the change;
- D. any additional fees payable by Client to PayWith; and
- E. other appropriate terms and conditions, as applicable.

The Parties acknowledge that PayWith’s fees will not necessarily be determined by PayWith's hourly rates (e.g. PayWith may charge fees on a per-project or per-module basis, irrespective of hours spent).

PayWith will submit the proposal to Client for its review and approval.

Where PayWith is the Requester, PayWith will prepare and submit a PayWith Proposal to Client for Client’s review and approval.

**Step 3. Analysis Review**

Client will review the PayWith Proposal and will authorize PayWith in writing to perform one of the following actions:

- A. cancel the Change Request (no charges incurred, no change to the Applications Specifications);
- B. perform the Change Request at the rates and upon the terms specified in the PayWith Proposal;  
or
- C. enter into negotiations as to rates and/or terms and conditions which will apply to the change.

**Step 4. Implementation**

PayWith will respond to the Client authorization (as set forth in Step 3 above) as follows:

- A. cancel all efforts regarding the Change Request;
- B. begin implementation of the Change Request at the rates and upon the terms specified in the PayWith Proposal; or

- C. negotiate rates quoted and/or terms and conditions specified in the PayWith Proposal (with the results of negotiation to be reflected in a revised PayWith Proposal pursuant to Step 2 above, followed by Steps 3 and 4 accordingly).