

AMENDED & RESTATED GATEWAY LICENSE AGREEMENT

This Amended & Restated Gateway License Agreement (this “**Agreement**”) is entered into by and between CPT Secure Inc., a British Columbia Corporation (the “**Licensor**”), and Smartwerx Solutions Inc., a British Columbia corporation (the “**Licensee**”), as of August 1, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, Licensor is engaged in the business of designing and developing payment processing technologies and Licensor has acquired and developed substantial and valuable technical knowledge, know-how, and experience in the design and development of a payment processing system; known as the CPT Secure Gateway, described in Schedule B (the “**Gateway**”); which provides services consisting of the collection, storage and transmission of Transaction Data between a Merchant and a Processor (the “**Gateway Services**”);

WHEREAS Licensor and Licensee entered into the Gateway License Agreement dated April 14, 2023 whereby Licensor licensed the Gateway to Licensee and permitted Licensee to resell the Gateway and the Gateway Services to Merchants (“**Original License Agreement**”);

WHEREAS, since the signing of the Original License Agreement, Licensee changed its name from 1390503 B.C. Ltd. to Smartwerx Solutions Inc.;

WHEREAS, Licensor and Licensee now wish to amend and restate the Original License Agreement in its entirety to make certain amendments;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee (each, a “**Party**” and, together, the “**Parties**”) hereby agree to amend and restate the Original License Agreement in its entirety as follows:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. LICENSE GRANT AND RESALE

1.1 Definitions. Terms that are not defined in the body of the Agreement are defined in Schedule A.

1.2 License Grant.

- (a) Licensor hereby grants to Licensee, for the Term of this Agreement the following rights and licenses:
 - (i) a non-exclusive right and license to resell the Gateway Services to Merchants pursuant to the terms and conditions of this Agreement including Section 1.3 and to permit third parties to resell the Gateway Services to Merchants as set out in Section 1.10; and

- (ii) a non-exclusive right and license to access 3 of the following instances of the Gateway: (1) Production, (2) Development, (3) Quality Assurance, (4) Enterprise Client Separation, (5) Load Balancing, provided that Licensor will install all instances of the Gateway.

1.3 Right to Resell.

Licensee may not resell the Gateway Services in any manner that is inconsistent with the terms of this Agreement. Licensee may not resell the Gateway Services to any Prohibited Merchants as defined in Schedule C.

1.4 Expenses.

Licensee shall set its own schedule and objectives in performing under this Agreement. Licensee shall be solely responsible for any and all expenses incurred while performing hereunder. Licensee shall furnish its own office space and any other facilities, tools, equipment, supplies or services, as shall be necessary for the performance of its duties hereunder.

1.5 Merchants.

If a Merchant wishes to procure the Gateway Services from Licensee, and it is not a Prohibited Merchant, then Licensee shall enter into a Gateway Services and License Agreement with the Merchant. Licensor retains the right to request and Licensee shall provide any and all information it deems reasonably necessary concerning a Merchant prior to providing the Gateway Services in respect of the Merchant or subsequently during the Gateway Services and License Agreement. Licensor shall not be a party to any Gateway Services and License Agreement. Licensee represents that all information that it submits to Licensor shall be complete, truthful and accurate. Licensee shall not solicit potential Merchants that (a) are already procuring services from Licensor directly or from another Licensee; or (b) are Prohibited Merchants.

1.6 Gateway Services and License Agreement.

Licensee shall not provide the Gateway Services to any Merchant unless that Merchant has executed a Gateway Services and License Agreement that is legally binding on the Merchant. The form of Gateway Services and License Agreement shall: (i) afford Licensee no less protection in terms of limitation of liability and protection of intellectual property rights than this Agreement offers Licensor; (ii) oblige the Merchant to obtain any and all such consents as may be required for Merchant to collect, store and transmit Cardholder information pursuant to the terms thereof for processing hereunder. Nothing in the Gateway Services and License Agreement shall grant Merchant or any other third party any right of action against Licensor. Licensee shall be exclusively responsible for performing under each Gateway Services and License Agreement and shall be responsible for billing and collection of any and all fees payable by a Merchant thereunder. Licensee shall be liable for all Fees hereunder regardless of whether or not Merchants pay Licensee for their Gateway Services. Licensee shall provide Licensor with copies of its form and executed Gateway Services and License Agreements within 10 days of a request by Licensor. Licensor has the right but not the duty to review the form of Gateway Services and License Agreement being used by Licensee and require changes made thereto in order to protect the rights of Licensor.

1.7 Third Party Services.

The use by Licensee or any Merchant of any third party service shall be pursuant to the terms of such third party and Licensor shall have no liability to Licensee or Merchant in respect thereof.

1.8 Training.

Licensor shall provide to Licensee and its employees training applicable to the Gateway Services.

1.9 Services.

Licensor will provide support and technical services to Licensee as may be required by Licensee from time to time ("**Licensor Services**"). Licensee shall provide ongoing support to Merchants and remedy any customer service problems encountered by them. All requests for service by Merchants will receive a timely response from Licensee as outlined in the Gateway License and Services Agreement.

1.10 Resellers.

Licensee may permit its employees, agents and representatives to resell the Gateway Services (each a "**Reseller**") and Licensee shall be wholly liable for all acts and omissions of all such Resellers. Licensee must have a written agreement with each Reseller which will be substantively identical to this Agreement. Licensee shall exclusively bear all liability for compensation of Reseller or any other liabilities arising in relation thereto. Licensee guarantees that all of its Resellers shall act as Resellers in a manner consistent with the terms hereof and the Payment Network Rules. Further, Resellers may not be party to Gateway Services and License Agreements, all such agreements shall be between Licensee and Merchants only.

2. TERM.

2.1 Initial Term

The initial term of this Agreement is 10 years from the Effective Date ("**Initial Term**"). The Initial Term will automatically renew for additional 5 year periods (each a "**Renewal Term**") unless Licensee provides Licensor with notice of non-renewal at least 60 days' prior to the commencement of the next Renewal Term. The Initial Term, together with all Renewal Terms, are the "**Term**".

3. FEES

3.1 Fees for Initial Term and Renewal Terms

Licensor acknowledges that, under the Original License Agreement, Licensee has paid \$50,000 towards a license fee of \$100,000 to cover the first 2 years of the Initial Term ("**Initial License Fee Payment**"). For the subsequent 8 years of the Initial Term and for each year of the Renewal Term, unless otherwise agreed to by the Parties, Licensee shall pay to Licensor \$50,000 for the License for each year of the balance of the Initial Term (each an "**Initial License Fee Instalment**") and for each year of the Renewal Term (each, a "**Renewal License Fee**"; collectively, Initial License Fee Payment, the Initial License Fee Instalments and the Renewal License Fees are the "**License Fees**"). Initial License Fee Instalments and Renewal License Fees are due on each applicable anniversary of the Effective Date.

3.2 Fees for Services

Fees for Licensor Services will be invoiced by Licensor on a monthly basis. All invoices will be due and payable in accordance with the terms of each such invoice. Fees for Licensor Services and the License Fees are collectively the “Fees”.

4. RECORDS, INSPECTION AND AUDIT.

4.1 Inspection.

Licensor shall have the right, upon reasonable notice, to inspect Licensee’s books and records and all other documents and material in Licensee’s possession or control with respect to the subject matter of this Agreement. Licensor shall have free and full access thereto for such purposes and may make copies thereof.

4.2 Inspection After Termination.

All books and records relating to Licensee’s obligations hereunder shall be maintained and made accessible to Licensor for inspection at a location in Canada for at least 5 years after termination of this Agreement.

5. LICENSOR’S OBLIGATIONS.

5.1 Delivery of Gateway.

The Licensee confirms that it has received one production instance of the Gateway. Instances for Development, QA, Enterprise Client Separation and/or Load Balancing are deemed part of the three (3) separate corporate production instances as provided under this Agreement. The balance of Gateway instances installed for Development and QA (or otherwise) will be at the expense of the Licensee.

5.2 Licensor’s Warranties.

Licensor represents and warrants that (a) it has the right and power to grant the license granted herein, (b) there are no other agreements with any other Party in conflict with such grant and (c) it has no actual knowledge that the Gateway infringes any valid rights of any third party.

5.3 Technical Assistance.

Licensor shall also provide Licensee, such technical and other qualified experts pursuant to the terms of a Service Level Agreement, as provided by Licensor. Licensor covenants that such technical information and assistance shall be provided with reasonable care and will, where applicable, be of the same types as currently practiced by Licensor.

5.4 Compatibility.

Licensor may use third parties to assist in its performance under this Agreement. Licensee makes no representation as to the compatibility of the Gateway Services with the systems of any particular

Merchant or Processor. It shall be the responsibility of the Licensee to ensure that a Merchant that wishes to benefit from the Gateway Services, uses systems and equipment and engages with a Processor that are all compatible with the Gateway Services.

5.5 Limitations.

Licensor shall use commercially reasonable efforts to safeguard Transaction Data. Licensor does not warrant that Transaction Data will be transported without unauthorized interception or modification or that data will not be accessed by third parties not having the right to access such Transaction Data. Licensor acknowledges that the Licensor is responsible for the security of Transaction Data in Licensor's possession. Licensor has no obligation to store or archive Transaction Data. Gateway Services are subject to the limitations set out elsewhere in this Agreement.

6. IMPROVEMENTS AND INVENTIONS.

During the Term of this Agreement, Licensee has no right to alter or make changes to the Gateway. If Licensee requires any changes, it will engage Licensor pursuant to Section 3.2. All improvements or inventions resulting from such Licensor Services are the property of Licensor, and Licensee agrees to execute any and all documents requested by Licensor in order to perfect Licensor's right in the same.

7. LICENSEE'S OBLIGATIONS.

7.1 Ability and Willingness to Perform.

Licensee represents that it shall, during the Term of this Agreement and any renewal thereof, use its best efforts to use the Gateway in good faith and with reasonable diligence and conduct all operations in accordance with the highest standards of business customs of the industry.

7.2 Legal Compliance.

Licensee shall fully comply with the various regulations governing the payments industry in Canada, the United States of America and all jurisdictions where the Licensee conducts business.

7.3 Payment Network Rules.

Licensee shall comply with the rules and regulations of Payment Networks including but not limited to those of Visa (available here www.visa.com/rules) and those of MasterCard (available here http://www.mastercard.com/us/wce/PDF/13000_MSP-Entire_Manual.pdf), including but not limited to the Payment Card Industry Data Security Standard (PCI DSS), Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection Program (SDP).

7.4 Licensee Systems.

The Licensee shall be exclusively responsible for the security of data including Transaction Data, on their systems and Licensor shall have no liability for breaches of data on such systems or any other third party systems.

7.5 Adverse Merchant Information.

Licensee shall immediately notify Licensor if Licensee becomes aware of any adverse information concerning the security of a Merchant or any other potential liabilities relating to a Merchant.

7.6 Expenses.

Licensee shall incur all costs and expenses related to operating the Gateway including but not limited to, integration, promotion, marketing, advertising, and other costs.

7.7 Processor

Licensee acknowledges that Licensor has no liability under any Payment Services Agreements.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

8.1 Intellectual Property Rights

Licensee acknowledges and agrees all Intellectual Property Rights (including but not limited to routines, software design, and application protocol interfaces (API's) to all of the Gateway and all goodwill pertaining thereto) belong solely to Licensor. Licensee acknowledges that any modifications, enhancements and additions are derivative works of the Gateway and agrees that title to all Intellectual Property Rights in any such derivative works shall remain with Licensor. Licensor acknowledges and agrees that all Intellectual Property Rights in the Transaction Data belong solely to Licensee. To the extent that Licensor obtains any rights in the Transaction Data, Licensor shall assign such rights to Licensee.

8.2 Covenants by Licensee

Licensee covenants with Licensor:

- (a) to assist and cooperate with Licensor to the extent requested by Licensor in the protection of Licensor's Intellectual Property Rights, including the execution of any document to confirm Licensor's title to and interest in the Gateway and the assignment of any rights to, or ownership interest in, the Gateway that it may have acquired from Licensor;
- (b) to take no steps either directly or indirectly to claim or dispute ownership or the enforceability or validity of Licensor's Intellectual Property Rights or the right of Licensor to grant the rights herein;
- (c) to promptly notify Licensor of any infringements or imitations by others of the Gateway when such becomes known to Licensee and to cooperate with Licensor in enforcing Licensor's Intellectual Property Rights against the infringer or imitator; provided however, that Licensee shall not institute any suit or take any action on account of any such infringements or imitations without Licensor's prior written consent; and

- (d) to promptly notify Licensor of the failure of any to abide by any and all of the terms of the Gateway License and Services Agreements.

8.3 Non-Competition Covenant

During the Term and for a period of 12 months thereafter, Licensee agrees that it shall not, without the prior written consent of Licensor, either directly or indirectly, sell or license or otherwise promote in the Territory the sale or license of any products or services which Licensor determines to be competitive with the Gateway.

8.4 Non-Solicitation of Merchants

During the Term and for a period of 12 months thereafter, Licensee will not, without the prior written consent of Licensor, either directly or indirectly contact or solicit any Merchant or prospective Merchant for the purpose of selling or supplying to such Merchants, any products or services which Licensor determines to be competitive with the Gateway.

8.5 Non-Solicitation of Employees/Contractors

During the Term and for a period of 12 months thereafter, Licensee will not, without the prior written consent of Licensor, either directly or indirectly hire any employees of or consultants to Licensor, nor will Licensee solicit or induce or attempt to induce any persons who were employees of or consultants to Licensor at the time of such termination or during the period of 90 days immediately preceding such termination, to terminate their employment or consulting agreement with Licensor.

8.6 Modification and Reverse Engineering.

Licensee shall not modify, disassemble or reverse engineer the Gateway in any manner. Except as otherwise permitted under this Agreement, Licensee shall not use the Gateway or any materials incidental thereto to develop computer software, hardware or firmware that is competitive with the Gateway. Any such modifications shall immediately become the sole and exclusive property of the Licensor and Licensor shall own all right, title and interests to such modified Gateway and any and all copyrights, patents, trade secrets, routines, software design, and application protocol interfaces (API's) related thereto.

8.7 No Rights Granted.

Other than for the limited purpose of supplying the Gateway to Merchants pursuant to Gateway Services and License Agreements, Licensee shall not, in whole or in part, sublicense, copy, rent, loan, transfer, prepare derivatives of the Gateway or any copy thereof. Licensee shall not and shall not permit its Affiliates or any third party to translate, reverse engineer, decompile, recompile, update, or modify all or any part of the Gateway Services or merge the Gateway Services into any other service software other than as may be expressly permitted by Licensor.

8.8 Branding.

Licensee shall brand the Gateway under its own name and brand and shall not associate the names, marks, trade names or logos of Licensor with the Gateway except and to the extent expressly permitted in writing to the Licensor. Licensor may not use the names, marks, trade names or logos of Licensee other than as expressly permitted in writing by Licensee.

9. LEGAL COMPLIANCE.

Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties hereto shall be subject to all laws, present and future of any government having jurisdiction over the Parties hereto, and to orders, regulations, directions or requests of any such government. Each Party shall undertake to comply with and be solely responsible for complying with such laws applicable to such Party.

10. TAXES AND GOVERNMENTAL APPROVALS.

Licensee shall be solely responsible for the payment of any and all taxes, fees, duties and other payments incurred in relation to the use of the Gateway and the provision of the Gateway Services.

11. TERMINATION

11.1 Right of Termination

Licensor may terminate this Agreement, after the applicable cure period (if any) has expired, on the happening of any one or more of the following events by delivering notice in writing to that effect to Licensee:

- (a) Licensee becomes insolvent, or if a petition in bankruptcy is filed by or against Licensee, or if any steps are taken to appoint a receiver, receiver-manager or other custodian (permanent or temporary) of Licensee's business or assets or any part thereof, or if any proceeding for a proposal with creditors is instituted by or against Licensee, or if the assets of Licensee are subject to seizure or execution or other analogous process, or if any steps are taken to effect the liquidation, dissolution or other reorganization of Licensee, and if any such processes are not released or satisfied by Licensee within 30 days thereafter, where such release or satisfaction is possible;
- (b) if Licensee is more than 30 days in arrears of License Fees or other monies that are due to Licensor under the terms of this Agreement and fails to pay such amounts owing within 30 days after being advised of the same by Licensor; or
- (c) if Licensee commits a breach of Sections 1.2, 1.3, 1.5, 1.6, 1.10, 4, 5.2, 5.4, 6, 7, 8, 9, 14, or 16.1 and such breach is not remedied by Licensee within 30 days of being advised of the same by Licensor.

11.2 Licensee's Right to Terminate.

Licensee shall have the right to terminate this Agreement at any time on 3 months' written notice to Licensor for any reason.

12. EFFECTS OF TERMINATION.

12.1 Termination of License.

Upon the termination of this Agreement for any reason, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee shall immediately discontinue all use of the Gateway and the like. Licensee shall: (a) discontinue all representations or statements from which it might be inferred that any relationship exists between the parties; (b) discontinue any use of the Licensor's name, logo, trademarks, service marks and slogans (if any); (c) cease to promote, solicit, distribute or otherwise procure orders for the Gateway; (d) promptly return all Confidential Information and related materials in accordance with Section 14 (Confidential Information); and (e) pay all outstanding fees to Licensor.

13. INDEPENDENT CONTRACTOR.

13.1 No Employer-Employee Relationship.

It is expressly understood and agreed that during the Term of this Agreement, Licensee's relationship to the Licensor will be that of an independent contractor and that neither this Agreement nor the services to be rendered hereunder shall for any purpose whatsoever or in any way or manner create any employer-employee relationship.

13.2 Taxes.

Licensee shall have sole and exclusive responsibility for the payment of all federal, state and local income taxes, for all employment and disability insurance and for social security and other similar taxes, in each case with respect to any compensation or benefits provided by the Licensor hereunder.

13.3 Not Authorized to Bind the Licensor.

Licensee shall not hold itself out or permit itself to be described otherwise than as an independent contractor of the Licensor, and unless specifically authorized in advance in writing by the Licensor, Licensee shall not enter into, assume, or incur any obligation on the Licensor's behalf or transact any business for the Licensor's account.

14. CONFIDENTIAL INFORMATION.

14.1 Confidential Information.

The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission; provided that a Receiving Party may disclose any Confidential Information of the Disclosing Party to its

employees, attorneys and accountants who have a need to know such Confidential Information for purposes of this Agreement and who are bound to a written agreement protecting such Confidential Information as required hereby.

14.2 Protection.

The Receiving Party agrees to protect the confidentiality of the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information.

14.3 Compelled Disclosure.

If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

14.4 Remedies.

If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 14, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, without the necessity of posting bond, it being specifically acknowledged by the parties that any other available remedies are inadequate.

14.5 Disposition Upon Termination.

Upon the termination of this Agreement for any reason whatsoever, or upon request of a Disclosing Party, the Receiving Party shall return to the Disclosing Party, or shall destroy, as the Disclosing Party shall specify, all copies of all the Disclosing Party's Confidential Information in the Receiving Party's possession. Within 5 days thereafter, the Receiving Party shall provide the Disclosing Party with a certificate, executed by the Receiving Party or by an officer of the Receiving Party, confirming that all copies of all such Confidential Information have been returned to the Disclosing Party or destroyed, as the case may be.

15. WARRANTY.

15.1 Limited Warranty of Services and Software

Licensor warrants that Licensor Services shall be performed in full conformity with the Agreement, with the skill and care which would be exercised by those who perform similar services at the time the services are performed, and in accordance with accepted industry practice.

15.2 Specific Exclusion of Other Warranties

There are no other warranties, representations, conditions, or guarantees of any kind whatsoever, either express or implied by law (in contract or tort) or custom, including, but not limited to those regarding

merchantability, fitness for purpose, correspondence to sample, title, design, condition, or quality in relation to third party software.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE LICENSOR MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THE GATEWAY FOR ANY PURPOSE, AND MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE GATEWAY WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER RIGHTS. THE GATEWAY IS PROVIDED "AS IS".

16. INDEMNITY

16.1 Indemnity by Licensor

Subject to Section 17, Licensor shall indemnify and hold harmless Licensee, from and against all suits, actions, demands and proceedings against Licensee and all losses, costs, damages, expenses, fees and liabilities related thereto arising from a third party claim that the Intellectual Property Rights in the Gateway infringe any intellectual or proprietary right of a third party, provided that Licensee gives prompt notice of any such claim to Licensor and that Licensee grants Licensor the right, at its discretion, to take carriage of any such legal action including, without limitation, all settlement negotiations with respect thereto.

16.2 Indemnity by Licensee

Licensee shall indemnify and hold harmless Licensor from and against all third-party claims, suits, actions, demands and proceedings against Licensor and all losses, costs, damages, expenses, fees and liabilities related thereto arising out of or related to:

- (a) any use or dealing by Licensee involving Transaction Data;
- (b) an alleged breach by Licensee of any agreement between Licensee and any third party, including without limitation, the Gateway License and Services Agreements; and
- (c) any negligence by Licensee or any other act or omission of Licensee, including without limitation, any breach of this Agreement by Licensee.

17. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other Party for indirect damages or losses (in contract or tort) in connection with the deliverables or this Agreement, including but not limited to damages for lost profits, lost savings, or incidental, consequential, exemplary, or special damages, even if caused by the negligence of the other Party and even if the Party seeking such damages has knowledge of the possibility of such potential loss or damage.

Notwithstanding anything to the contrary contained herein: (i) Licensor shall not be liable for any loss of profits or consequential, incidental, indirect, punitive or special damages incurred by Licensee, even if Licensor has been apprised of the likelihood of such damages occurring; and (ii) Licensor's liability for any

loss or damages hereunder shall be limited, in the aggregate, to 5% the License Fees paid by Licensee to Licensor for the Initial Term.

18. FORCE MAJEURE.

It is understood and agreed that in the event that an act of the government, terrorism or war conditions, or accident, fire, flood pandemic or disputes of Licensee's employees, prevents the performance by Licensee of the provisions of this Agreement, then such non-performance by Licensee shall not be considered as grounds for breach of this Agreement and such non-performance shall be excused while such conditions prevail.

19. MISCELLANEOUS.

19.1 Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and applicable Canadian law and shall be treated in all respects as a British Columbia contract. The Parties agree that the courts of British Columbia shall have the exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. Each Party attorns to the exclusive jurisdiction of the courts of British Columbia.

19.2 Successors and Assigns.

Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any Party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement. Licensee's rights and obligations under this Agreement may not be assigned without the prior written consent of the Licensor.

19.3 Notices.

All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, e-mail to:

(a) **if to Licensor:**

CPT Secure Inc.
325 – 3381 Cambie Street
Vancouver, B.C.
V5Z 4R3
Attention: Francisco K Carasquero
Kent@cptsecure.com

(b) **if to Licensee:**

1390503 BC LTD
315-1275-West 6th Avenue
Vancouver BC, V6H 1A6
Attention: George Hofsink
ghofsink@fintechwerx.com

Each Party may furnish an address substituting for the address given above by giving notice to the other parties in the manner prescribed by this Section 19.3. All notices and other communications will be deemed to have been given upon actual receipt by (or tender to and rejection by) the intended recipient or any other person at the specified address of the intended recipient.

19.4 Severability.

In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

19.5 Construction.

The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

19.6 Entire Agreement.

This Agreement, including all schedules and exhibits attached hereto, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

19.7 Amendment and Waiver.

This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the Party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

19.8 Cumulative Remedies.

Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

Licensee acknowledges that the restrictions contained in Sections 8.3, 8.4 and 8.5 are, in view of the nature of the business of the Licensor, reasonable and necessary to protect the legitimate interests of Licensor, that Licensor would not have entered into this Agreement in the absence of such restrictions and that any violation of any provision of those Sections could result in irreparable injury to the Licensor. Licensee agrees that, in the event it violates any of the restrictions referred to in Sections 8.3, 8.4 and 8.5, Licensor shall be entitled to such injunctive relief or other remedies at law or in equity which the Court deems fit.

19.9 Compliance with Applicable Laws.

Each Party shall, at its own expense, comply with all applicable laws and make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, authorizations required under applicable law, regulation or order required for such Party to perform its obligations under this Agreement.

19.10 Release of Information

Licensee acknowledges and consents to the release by Licensor of certain information regarding Licensee, including the business name, address, telephone number and the terms of this Agreement, in compliance with applicable corporate and securities regulatory policies, to securities authorities, the Exchange and the public as required by law. The purpose of the collection of the information is to ensure Licensor and its advisors shall be able to obtain the information required to be provided in documents required to be filed with the Exchange and with applicable securities commissions and the shareholders of Licensor as required under applicable corporate and securities laws. In addition, Licensee acknowledges and consents to the collection, use and disclosure of all such personal information by the Exchange and other regulatory authorities in accordance with their requirements, including the provision to third party service providers.

19.11 No Benefit to Others.

There are no intended third party beneficiaries of this Agreement. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons

19.12 Counterparts.

This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

-Signatures follow on next page-

IN WITNESS WHEREOF, the undersigned have executed this Gateway License Agreement as of the date first written above.

ACCEPTED AND AGREED:

LICENSEE:

LICENSEE:

SMARTWERX SOLUTIONS INC.

CPT SECURE INC.

By: "George Hofsink"
George Hofsink

By: "Kent Carasquero"
Francisco K. Carasquero

Print Title: CEO

Print Title: PRESIDENT

Schedule "A"

Definitions

For the purposes of this Agreement, the following terms have the definitions set out below:

"Affiliate" means, in relation to a Person, another person or entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with the Person, or a Person's principal partners, shareholders, or owners of some other ownership interest.

"Card" means a valid payment card that has been branded with a Payment Network brand and that is issued by a financial institution that is a licensee of a Payment Network.

"Cardholder" means an individual wishing to make a Card payment Transaction to a Merchant where Merchant wishes to use the Processor to process such Transaction and for which the Licensee is providing the Gateway Services to the Merchant.

"Confidential Information" means all proprietary, secret or confidential information or data relating to a Party and its Affiliates, operations, employees, agents, referral sources, training materials, products or services (including the Gateway and the Gateway Services), clients, customers, potential customers and the Gateway Services, including proprietary information of Payment Networks, pricing information, Merchant applications, Gateway Services and License Agreements, Merchant accounts and records, customer lists, Cardholder account numbers, computer access codes, instruction and/or procedural manuals, Intellectual Property Rights and the terms and conditions of this Agreement. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information: (i) is already known to the Receiving Party free of any restriction at the time it is obtained; (ii) is subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) becomes publicly available through no wrongful act of the Receiving Party; (iv) is independently developed by the Receiving Party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law.

"Gateway" means the CPT Secure Gateway identified and described in Schedule B and all Modifications thereto as modified and amended by Licensor from time to time.

"Gateway Merchant" means a Merchant that: (i) is party to a Gateway Services and License Agreement with Licensee pursuant to which it wishes to procure the Gateway Services; and (ii) for which Company agrees to provide Gateway Services pursuant to this Agreement.

"Gateway Services and License Agreement" means an agreement an example of which is provided in **Schedule "D"** to this Agreement between Licensee and Merchant pursuant to which Licensee agrees to provide the Gateway Services; such agreement shall contain no less protection of the Company than set out in this Agreement.

"Intellectual Property Rights" means all worldwide right, title and interest of a person in, to and under any and all: (a) Canadian or foreign patents and pending patent applications therefore, including the right to file new and additional patent applications based thereon, including provisionals, divisionals, continuations, continuations-in-part, reissues and re-examinations; (b) copyrights; and (c) trade secrets,

know-how, processes, methods, engineering data, technical information and all other intellectual property or proprietary rights, whether or not registered or perfected.

“Merchant” means a merchant located in the Territory that wishes to procure the Gateway Services from the Licensee and has not been rejected for such services by Company prior to solicitation by the Licensor.

“Other Reseller” means a third party that is also reselling Gateway Services to merchants.

“Payment Network” means an American Express, Discover Financial Services, JCB International, MasterCard International Inc., Visa Inc., Visa International Inc., and any other payment network for which the Gateway Services are certified, such as they may be from time to time.

“Payment Network Rules” means the rules and regulations of Payment Networks including but not limited to those of Visa (available here www.visa.com/rules) and those of MasterCard (available here http://www.mastercard.com/us/wce/PDF/13000_MSP-Entire_Manual.pdf), including but not limited to the Payment Card Industry Data Security Standard (PCI DSS), Visa Individual Information Security Program (CISP) and the MasterCard Site Data Protection Program (SDP).

“Payment Services Agreement” means an agreement between a Merchant and a Processor pursuant to which the latter agrees to process and settle the Card Transactions of the Merchant through Payment Networks.

“Payment Processing Transactions” means all payment transactions executed and from which the Licensee records revenue **“Transactional Payment Processing Revenue”**.

“Person” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

“Processing Services” means the payment processing services provided by a Processor to a Merchant pursuant to a Payment Services Agreement.

“Processor” means a third party that is a processor for or an acquiring bank itself involved in processing Transactions through Payment Networks for the Gateway Merchant under a Payment Services Agreement.

“Prohibited Merchant” means those types of Merchants identified in **Schedule “C”** to this Agreement.

“Territory” means Canada or such other jurisdictions as Company may indicate as acceptable in a writing to the Licensee.

“Transaction Data” means data submitted by a Merchant in respect of a Transaction to Licensee for transmission pursuant to the Gateway Services and License Agreement to Processor and data that Processor wishes to transmit to the Merchant in respect thereof.

“Transaction” means an actual or attempted Cardholder payment Transaction.

Schedule "B" **CPT Secure Gateway**

The CPT Secure Gateway described at www.cptsecure.com includes among other things a dashboard for administrators, users and merchants as well as a payment form which connects to various payment processors.

Gateway:

The Gateway includes the following functionality:

- Create and manage administrative users, merchant users and processor connections as well as vendor users.
- Report payment and identity verified transactions that have been processed through the gateway.
- Download detailed reports, filter reports by payment type, date, etc.
- Manage users - these are merchant users - for support to do refunds, voids, and see what transactions a particular user has done. Users also have an account in the gateway which they login into in their own account section of the platform in order to see what transactions they have done, and if enabled what credit card on file they want to use on file for future transactions or even rebilling transactions through payment processors.
- Create and manage merchants. Merchant name, address and other company information can be stored and edited as well as a setting of percentage default payout for that merchant.

Gateway Administrative Dashboard:

- Create or edit a site connected to a merchant. Each site or site id connects to the merchant and allows administrators to customize the front-side payment form template, add logos, change the color of buttons or assign a custom template. The edit site section also allows administrators to assign which process this site will be connected with.
- Assign the maximum amount per day allowed per site or add customizable channel segmentation.
- Assign the currency to this site and other alternative currencies which may show as under the main currency on the payment form. For example: \$10 USD (\$15 CAD).
- Assign which credit card types are accepted by checking on this which will show appropriate logos on the payment pages.
- Administrators can block or unblock users who have made too many failed attempts and are being blocked by the platform - merchant users - merchants - administrators or vendors.
- Blacklist merchant users via email or Internet Protocol(IP). These are users which are flagged for committing fraud and will not be able to make payments on the payment pages if they are blocked using an email or coming from a blocked IP address.
- Manage currencies, credit card types (types of card and logos which show the payment pages).

- Manage the bank deposit system - deposit at the bank process. Assign banks for the deposit system , check which deposits have been made to manually convert non automated flipped transactions and see all reporting for the bank transfer system.
- Manage user levels for an e-wallet system which allows users to load money and transfer it to other users - levels are set which set the maximum amount per day users can transfer between users.
- Manage ACH/online checks if enabled to clear checks manually which have been submitted through a check processor.
- Manage the Identity Verification (IDV) tools - add manual users which are IDV approved or see what users have been approved or unapproved users.

Gateway Merchant Dashboard.

Allows merchants to:

- view reporting for the sites which have been assigned to them by administrators.
- edit their site logos, and processor connections if enabled.
- choose what payout methods - how merchants want to be invoiced
- use the testing bed which allows merchants to test the post back scripts of the platform if they are completing a custom integration.
- manage merchant users if enabled – merchants can search by email address of their users to void or refund their users.
- manage their Identity Verification tools (IDV)- add manual users or see their users which have been approved or not via the IDV system.

Gateway User Dashboard.

Allows users to:

- login and see what transactions have been made by them - historical reporting.
- submit a request to void or refund a transaction.
- change a card on file if they want so when they go to the payment page (if enabled) login and use their card on file for future payments.

Gateway Payment Pages.

Customized templates using tpl files which connect to the dashboard site id and assign what form will show as assigned depending on what processor is enabled by administrators. Also logos, colors and other information is connected to the payment page like contact info, the payment descriptor if using credit cards, etc.

WordPress and Magento plugins.

These are plugins built to connect to the payment gateway. Merchants will install these on their websites running either Magento or WooCommerce (WordPress) and connect by putting in their site id to the payment platform which will then show whichever processor is connected to that site id by administrators.

IDV Plugin for WordPress

This is a plugin which was built to connect to the payment gateway's database to check if a user is verified in the platform through an age verification vendor. This plugin prevents a user from going to the checkout process if they have not been classified as a verified user (their id verified) The plugin will popup the vendor identity verification request which users need to put their front and back of their id (currently only for Canadian accounts) Once verified users can make purchases on any WordPress (WooCommerce) system which this plugin is enabled. The user is also IDV verified and added to the payment gateway IDV database as verified.

APIs

The API for the payment gateway connects via a site id to the platform and allows merchants to process using their own hosted credit card payment page directly to a connected processor using json calls. This API using key and ip check allows merchants to build their own PCI Compliant payment page and process a payment gateway to a processor and receive responses such as approved, declined, etc.

Schedule "C"

Prohibited Merchants

Gateway Services will not be provided to unauthorized including but not limited to the following as defined by a Processor:

Prohibited Merchants

- Fantasy phone call service
- Non-governmental lottery sales
- Massage parlours
- Escort services
- Ticket factoring businesses – characterized by merchants depositing sales drafts not generated through his/her business
- Organizations involved in pyramid selling
- Pre-Adult Content- Pictures, Videos, etc. of individuals under the age of 18
- Unlicensed Binary Business
- Firearms, Ammunition, High Capacity Magazines, Tasers, Stun Guns, AirGuns, Paint Guns, Weapons, Swords, and Knives
- Fireworks or Pyrotechnic Devices or Supplies
- Matrimonial sites, "Find-A-Bride", etc.
- Cultural artifacts, Antiquities
- Controlled Substances Unapproved Drugs, Unapproved Medical Devices
- Native American Artifacts
- Any product or service that is illegal in the United States or Canada

Schedule "D"
Gateway License and Service Agreement

See Attached