

## 2024 MASTER SERVICES AGREEMENT

This Master Services Agreement (together with all Exhibits, the Proposal, the Order Form and the Statement of Work, the “**Agreement**”), is entered into as of the Effective Date.

### BETWEEN:

**Mako Financial Technologies, Inc.**, a company incorporated under the laws of Canada, whose registered office is situated at 4 Place Ville Marie, Suite 300, Montreal QC H3B 2E7 (“**Mako**”),

### AND

**Customer** (as identified in the Proposal) ;

(individually a “**Party**”, and collectively the “**Parties**” under this Agreement).

**WHEREAS**, Mako provides the services described in the Order Form from time to time, in accordance with the Documentation, such as the digital onboarding of clients in relation to financial services (the “**Services**”);

**WHEREAS**, Mako may provide professional services for Customer pursuant to Statements of Work, as executed from time to time at Customer’s request (the “**Professional Services**”);

**NOW, THEREFORE**, the parties agree as follows:

### 1. DEFINITIONS

- 1.1 “**Abuses**” has the meaning set forth under Section 5.1.
- 1.2 “**Affiliate**” is an entity that controls, is controlled by or shares common control with a party, where such control arises from either (a) a direct or indirect ownership interest of more than fifty percent (50%) or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock by contract, or otherwise.
- 1.3 “**Aggregated Data**” means Anonymized Data which has been combined with other Anonymized Data as part of a dataset which is not specific to Customer’s activities and which does not allow for the direct or indirect identification of Customer.
- 1.4 “**Anonymized Data**” means any data which no longer relates to an identified or identifiable natural person. For the avoidance of doubt, Anonymized Data shall not include any Personal Information.
- 1.5 “**Applicable Laws**” means any applicable domestic or foreign law, rule, regulation, order, or other action, decree or requirement in force at any time during the Term which governs or regulates a Party and the provision of the Services.
- 1.6 “**Change Order**” shall have the meaning set forth under Section 2.1.
- 1.7 “**Claims**” shall have the meaning set forth under Section 13.1.

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- 1.8 **“Confidential Information”** means any and all information of a party (the **“Disclosing Party”**) which has or will come into the possession of the other party (the **“Receiving Party”**) concerning the business, properties, affairs or finances of the Disclosing Party, or of any person, firm, cooperation or other entity which the Disclosing Party is under an obligation to keep confidential, including trade secrets, source code, algorithms, lists of customers, vendors, suppliers, agents and site visitors, business studies and analyses, specifications and uses of products and services; product research, sales, marketing and strategic plans and forecasts; product and availability information and any and all proposals, notes, projections, memoranda, reports, lists and records, whether written, printed or in digital format or otherwise, and shall include any and all other types of information which is identified by the Disclosing Party, either orally or in writing, as confidential at the time of disclosure to the Receiving Party, or which the Receiving Party ought to know by virtue of the circumstances in which it learned of such information, would constitute Confidential Information.
- 1.9 **“Customer”** means the entity identified as such in the Proposal.
- 1.10 **“Customer Data”** means the (a) Personal Information; (b) Anonymized Data; (c) Customer’s Confidential Information and (d) information subject through the Services by End Users. Customer Data excludes Aggregated Data.
- 1.11 **“Customer Materials”** means the Customer Data, Customer Trademarks and other material provided to Mako for the purpose of the performance of the Services.
- 1.12 **“Customer Regulatory Requirements”** shall have the meaning set forth under Section 11.3.
- 1.13 **“Customer Suggestions”** shall have the meaning set forth under Section 4.2.
- 1.14 **“Customer Trademarks”** shall mean Customer’s distinctive logos, names, brands, product names, phrase, word or symbol, whether registered or not.
- 1.15 **“Data Center Service Provider”** means Amazon Web Services, unless otherwise specified in the Order Form. Mako may change the Data Center Service Provider by not less than 60 days prior notice to Customer.
- 1.16 **“Deliverable”** shall have the meaning set forth under Section 6.2.
- 1.17 **“Dispute”** shall have the meaning set forth under Section 16.1.
- 1.18 **“Documentation”** means the documentation provided by Mako to Customer which is officially approved by Mako as a description of the Services, including the information on Mako’s website.
- 1.19 **“Effective Date”** shall have the meaning set forth in the Proposal.
- 1.20 **“End Users”** means both External End Users and Internal End Users.
- 1.21 **“External End User(s)”** means Customer’s clients, leads and third parties who are using the Services, such as to fill forms, but which are not employees or agents of Customer.
- 1.22 **“Fees”** shall have the meaning set forth under Section 10.1.

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- 1.23 **“Force Majeure Event”** shall have the meaning set forth under Section 19.1.
- 1.24 **“Individual Rights Request”** shall have the meaning set forth under Section 8.3.
- 1.25 **“Intellectual Property”** means any and all intellectual property, including without limitation, works, inventions (whether patentable or not), discoveries, improvements, trade secrets, know-how, scientific formulae, data, information, images, reports, results, analysis, software, models, research and development information, technical information, prototypes, specifications, patterns, drawings, algorithms, products, compositions, processes and protocols, methods, tests, devices, computer programs, trade-marks and any and all proprietary rights provided under patent law, copyright law, trademark law, design patent or industrial design law, semiconductor chip or mask work law, or any other statutory provision or civil or common law principles applicable to the protection of intangible proprietary information or rights, including trade secret law, which may provide a right in any of the foregoing as well as any and all applications, registrations or other evidence of a right in any of the foregoing.
- 1.26 **“Internal End User(s)”** means an employee or agent of Customer which is authorized to use the Services by Customer and is provided with an account by Customer to use the Services on its behalf. Internal End Users exclude External End Users.
- 1.27 **“Mako Intellectual Property”** means Intellectual Property owned or controlled by Mako, including (a) Mako’s Pre-Existing Intellectual Property, such as the Services and the underlying technologies; (b) the Templates; (c) the Aggregated Data; (d) the Usage Data; (e) the Updates; (f) the Deliverables; (g) the Documentation and (h) any modifications, improvements or changes to the foregoing.
- 1.28 **“Non-Mako Application”** means the services, applications, technologies, software and services provided by third parties which are available through or as a result of the Services, including, without limitation, through plug-ins or application programming interfaces. For the avoidance of doubts, Non-Mako Applications do not include any software, application, product, deliverable or service provided by Mako’s subcontractors or service providers.
- 1.29 **“Notice of Dispute Resolution Procedure”** shall have the meaning set forth under Section 16.1(a).
- 1.30 **“Notice of Force Majeure Event”** shall have the meaning set forth under Section 19.2(a).
- 1.31 **“Notice of Mediation”** shall have the meaning set forth in Section 16.1(c).
- 1.32 **“Order Form”** means the order form set forth in Part B of the Proposal, along with any other order forms entered into between the Parties from time to time and as amended by Change Order(s) as the case may be, which shall describe the Services to be provided to Customer, the Subscription Term, the Subscription Term Start Date, the Fees and any additional conditions to the performance of the Services .
- 1.33 **“Payment Terms”** shall have the meaning set forth under Section 10.1.
- 1.34 **“Personal Information”** means any information that would meet the definition of “personal information” (or similar nomenclature) under Applicable Laws and that is submitted through the Services by End Users, or generated by the Services about End Users, excluding Usage Data.

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- 1.35 **“Pre-Existing Intellectual Property”** shall include any and all Intellectual Property of a party which came into existence or use prior to the Effective Date or which were acquired or generated outside the scope of the Agreement, as well as any modification, enhancement or improvement to any of the foregoing.
- 1.36 **“Professional Services”** shall have the meaning set forth under Section 6.1.
- 1.37 **“Proposal”** means the final version of the document titled “Onboarding and Service Proposal” and executed by the Parties as of the Effective Date as an integrated part of this Agreement, as amended from time to time in accordance with this Agreement.
- 1.38 **“Region”** shall have the meaning set forth under Section 8.4.
- 1.39 **“Renewal Term”** shall have the meaning set forth under Section 18.2.
- 1.40 **“Security Breach”** means any act or omission that materially compromises the confidentiality, integrity or availability of Customer Data.
- 1.41 **“Security Breach Notification”** shall have the meaning set forth under Section 9.5.
- 1.42 **“Services”** shall have the meaning set forth in the Preamble, and include any improvements, except the Upgrades. For the avoidance of doubts, the Services do not include the Non-Mako Applications.
- 1.43 **“Statement of Work”** means the statement of work set forth in Part A of the Proposal, along with any other statements of work entered into between the Parties from time to time, which shall reference the terms of this Agreement, describe the Professional Services to be performed by Mako and related Deliverables, and the applicable Fees and milestones, if any.
- 1.44 **“Subscription Term”** shall have the meaning set forth under Section 18.2.
- 1.45 **“Subscription Term Start Date”** shall have the meaning set forth under Section 18.2.
- 1.46 **“Taxes”** shall have the meaning set forth under Section 10.2.
- 1.47 **“Template”** means any template or schema (generic or, as the case may be, customized) created by Mako and used to structure End Users’ interfaces, and which specifies information such as the data processing aspects of Services, workflows, and API integrations.
- 1.48 **“Term”** shall have the meaning set forth in Section 18.1.
- 1.49 **“Upgrades”** shall have the meaning set forth under Section 2.4.
- 1.50 **“Usage Data”** means data captured or generated by the Services about End Users relating to their usage. This includes but is not limited to navigation path, clicks, page viewed, answers (excluding Personal Information), error occurrences, mouse and keyboard activity, as well as some attributes about End Users, such as browser name and version, operating system and country to which the IP address is associated.
- 1.51 **“Willful Misconduct”** means any act or omission (whether sole, joint or concurrent) by Customer that was intended to cause or was in reckless disregard of, or wanton

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indifference to the harmful consequences for Mako which the Customer knew or should have known would result from such act or omission, provided that Willful Misconduct does not include any act or omission that would constitute mere ordinary negligence or was done or omitted in accordance with the express instructions or approval of Mako.

### 2. PERFORMANCE OF THE SERVICES

- 2.1 **Procurement.** An Order Form shall have precedence over this Master Services Agreement and may only be modified by written amendment (each a “**Change Order**”) which shall have precedence over the Order Form and the Master Services Agreement. The Order Forms and Change Orders are approved through digital acceptance, signature or through the issuance of a purchase order by Customer corresponding to the Order Form or Change Order issued by Mako. Order Forms and Change Orders are deemed part of and attached to this Agreement.
- 2.2 **Collaboration.** Customer agrees and understand that the timely sharing of information is critical to the deployment of the Services. Mako shall have no responsibility for any delays or breach of this Agreement caused by Customer’s failure to provide the information in a timely manner, or for information which is inaccurate, outdated or incomplete.
- 2.3 **Technical Support.** The technical support and service levels provided by Mako are set forth in Exhibit 1 hereto.
- 2.4 **Upgrades.** The Services are provided with included improvements, except for those which are indicated as subject to additional Fees by Mako (such paid improvements being referred to as “**Upgrades**”). Such Upgrades shall not be essential for the Services to perform as intended under this Agreement, and shall not include security patches for the Services, which shall be provided at no additional cost.
- 2.5 **Test or Beta Features.** From time to time, Mako may offer new “beta” features or tools for the Services for Customers to evaluate. Such features or tools are offered solely for experimental and evaluation purposes and without any warranty or condition of any kind, and may be modified or discontinued at any time at Mako’s sole discretion.
- 2.6 **Future Functionality.** Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Mako regarding future functionality or features.
- 2.7 **Non-Mako Applications.**
- (a) Customer is solely responsible for the procurement of the Non-Mako Application, including to enter into agreements with such Non-Mako Applications and to perform appropriate due diligence of such Non-Mako Applications, and Mako has no liability whatsoever for such Non-Mako Applications, regardless of whether they are certified or compatible with the Mako Services.
  - (b) Customer agrees and understands that the integration of a Non-Mako Application may result in access to Customer Data by such Non-Mako Application, and Mako shall have no liability whatsoever resulting from such access, including for unauthorized disclosure, modification or deletion of Customer Data.

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- (c) The Services may contain features designed to interoperate with Non-Mako Applications. These features are available at Customer's discretion and may require that Customer enter into agreements with such Non-Mako Applications. Mako cannot guarantee the continued availability of such features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, including, without limitation, if the Non-Mako Application becomes non-interoperable or creates unacceptable security risks for Mako.,

### 3. GRANT OF LICENSE

- 3.1 **Customer Materials.** Customer hereby grants Mako a non-exclusive, non-sublicensable, non-transferable, royalty-free and revocable (but only pursuant to Section 18) right and license to access, use and reproduce Customer Materials as required to perform the Services, this Agreement and enforce Mako's legal rights. Customer shall retain all rights, titles and interests in Customer Materials. All rights not granted herein are reserved.
- 3.2 **Customer Data.** During the Subscription Term, Customer hereby grants Mako a non-exclusive, non-sublicensable, non-transferable, royalty-free and revocable (but only pursuant to Section 18) right and license to anonymize Customer Data to create Anonymized Data, and to aggregate such Anonymized Data to create or generate Aggregated Data. Customer shall retain all rights, titles and interests in Customer Data. All rights not granted herein are reserved.

### 4. INTELLECTUAL PROPERTY

- 4.1 **Ownership.** Mako shall be the sole and exclusive owner of the Mako Intellectual Property. Customer shall be the sole and exclusive owner of its Pre-Existing Intellectual Property, including Customer Materials.
- 4.2 **Customer Suggestion.** Notwithstanding anything to the contrary, Mako shall also be the sole owner of any suggestions, enhancement requests, recommendations or other feedback provided by Customer or End Users to Mako, so long as they are related to the Services ("**Customer Suggestions**") and Customer hereby assigns to Mako, without limitation of any kind, all of its rights, titles and interests therein, Mako accepting such assignment. Notwithstanding the foregoing, Customer shall retain the irrevocable and perpetual right to use, exploit and implement Customer Suggestions in its own operations or other business initiatives, without further obligations or liability to Mako.

### 5. ACCEPTABLE USE OF THE SERVICES

- 5.1 **Restrictions.** The Customer represents and warrants that it will not use (or allow the use of) the Services or Professional Services in any manner:
  - (a) that is prohibited by Applicable Laws or this Agreement;
  - (b) that will disrupt third parties' use or enjoyment of the Services, including uses that result in automated, constant and repeated requests for data other than as intended or permitted under this Agreement (e.g. denial of services and distributed denial of services attacks) or by abnormally overloading servers on the Mako's network causing portions of the Mako network to be blocked or unavailable;

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- (c) that results in the creation, transmission, distribution or storage of material (i) in violation of the rights of third parties, including Intellectual Property and privacy rights and (ii) that is threatening, abusive, hateful, or constitutes or encourages conduct that would constitute a fraud or criminal offence or gives rise to civil liability or penalties;
  - (d) that results in (i) the sharing of identifiers and passwords between End Users or with third parties (ii) access to the Services by third parties or (iii) the use of time-sharing services, network or other means of sharing accounts;
  - (e) that involves using any robot, spider, scraper, deep link or other automated data gathering or extraction tools, program, algorithm, or methodology to access, acquire, copy or monitor the Services or any data collected, used or generated by the Services;
  - (f) that involves decompiling, disassembling, reverse engineering, attempting to reconstruct or discovering any Intellectual Property or Confidential Information of Mako, including, without limitation, source codes, ideas, and algorithms of the Services' underlying technology by any means whatsoever;
  - (g) that involves violating the terms of service of any Non-Mako Applications with which Customer uses the Services;
  - (h) that involves violating Mako security safeguards and configurations for the Services (including its network, servers and related systems), including, without limitation:
    - (i) by posting or transmitting files, data or computer text which contain viruses, worms, Trojan horses, malicious software or any other contaminating or destructive features;
    - (ii) by attempting to hack any security safeguards or processes in the use of the Services;
    - (iii) by attempting to access any part of the Services (or any of their related systems, networks, servers or other equipment) which Customer is not authorized to access;
    - (iv) by attempting to disrupt in any manner the operation of the Services, its servers or network;
    - (v) by manipulating identifiers in order to disguise the origin of any content transmitted on or to the Services, or the source of any content;
    - (vi) by modifying or altering the Services in any unauthorized manner.
- (collectively, the “**Abuses**”).

5.2 **Abuse.** Customer agrees and acknowledges that encouraging, aiding, authorizing or attempting to breach Section 5.1 is deemed an Abuse. Customer shall be liable for Abuses committed by End Users and shall cause End Users to use the Services in a manner that does not result in Abuses, such as by implementing and enforcing an acceptable use

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policy containing terms substantially similar to this Section 5. A breach of this Section 5 shall entitle Mako to seek, in addition to any other rights and remedies hereunder or at law, injunctive or equitable relief, and such further relief as may be proper from a court of competent jurisdiction as set forth in this Agreement.

- 5.3 **Customer Regulatory Requirements.** Customer agrees and acknowledges that the Services include (a) the issuance and transfer of securities and (b) the use of electronic signatures, and Customer's use of such Services is subject to Applicable Laws. For the avoidance of doubt, Mako is not responsible for, and Customer is solely responsible for, identifying and complying with Customer Regulatory Requirements, including by making an independent determination as to whether the Services satisfy Customer Regulatory Requirements. Notwithstanding anything to the contrary in this Agreement, Customer will not hold Mako responsible for any losses or claims arising from or relating to any failure to comply with Customer Regulatory Requirements.

## **6. PROFESSIONAL SERVICES**

- 6.1 **Statement of Work.** Statements of Work are deemed part of and attached to this Agreement. In the event of a conflict or discrepancy between this Master Services Agreement and a Statement of Work, the Statement of Work shall prevail.
- 6.2 **Acceptance of Deliverables.** Upon completion and delivery of any deliverable identified as a "**Deliverable**" in a Statement of Work (hereinafter referred to as a "**Deliverable**"), Customer will have ten (10) business days to accept or refuse the Deliverable. Customer may refuse a Deliverable by providing a notice of non-compliance with the Documentation and/or Statement of Work to Mako, describing the reasons for the non-compliance. If the Deliverable is judged non-compliant by Mako in its reasonable discretion, Mako will, at no additional charge to Customer, correct the Deliverable so that it complies with the Documentation and/or Statement of Work. Upon submission of the corrected Deliverable, Customer will have ten (10) business days to accept or refuse based on the foregoing procedure which shall be repeated until the Deliverable is compliant. At Customer's reasonable discretion, Customer may elect to terminate a Statement of Work pursuant to Section 18.3 after three (3) non-compliant attempts regarding the same Deliverable, and notwithstanding anything to the contrary in this Agreement. If a Statement of Work is terminated by Customer, Mako shall reimburse all fees paid in advance in proportion of the work that has not been performed or refused by Customer as non-compliant pursuant to this Section 6.2. The foregoing shall be Customer's only remedy in case of a breach of the warranties set forth under this Section 6.2 or under an applicable Statement of Work regarding a Deliverable.

## **7. CONFIDENTIAL INFORMATION**

- 7.1 **Exclusions.** Confidential Information shall not include information which the Receiving Party can demonstrate: (i) is readily available to the public in the same form through no fault of the Receiving Party; (ii) did not originate from the Disclosing Party and was lawfully obtained by the Receiving Party in the same form from an independent third party without any restrictions on disclosure; or (iii) did not originate from the Disclosing Party and was in the possession of the Receiving Party in the same form prior to disclosure to the Receiving Party by the Disclosing Party.
- 7.2 **Obligations.** The Receiving Party shall only use the Confidential Information of the Disclosing Party for the purposes set forth in this Agreement, including to defend its rights



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and interests, and shall protect such Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care and confidentiality, which the Receiving Party utilizes for its own Confidential Information. The Receiving Party shall take commercially reasonable steps as necessary to prevent the unauthorized access and disclosure of the Disclosing Party's Confidential Information, such as enforcing access on a need-to-know basis.

- 7.3 **Permitted Disclosure.** The Receiving Party shall be authorized to disclose the Confidential Information to its Affiliates, third-party service providers, auditors and consultants as necessary to perform the Services and Professional Services, for legal reasons, or as required for reasonable operational efficiency. The Receiving Party shall ensure that all such recipients are under an appropriate confidentiality obligation or undertaking, such as attorney-client privilege. The Receiving Party shall also be allowed to disclosure Confidential Information if approved in writing by the Disclosing Party.
- 7.4 **Legal Disclosure.** The Receiving Party shall be authorized to disclosure Confidential Information if required by Applicable Laws, or by the administration thereof, including through warrants and subpoenas. In the event such disclosure is required, and if permitted by Applicable Laws, the Receiving Party shall advise the Disclosing Party prior for making such disclosure and give the Disclosing Party a reasonable chance to contest the requested legal disclosure, and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure, unless such delay would put the Receiving Party in breach of Applicable Laws. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, then the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to that Confidential Information. In any cases, the Receiving Party shall not disclose more Confidential Information than it is required to do under Applicable Laws, or the administration thereof.
- 7.5 **Termination.** Upon termination of this Agreement for any reason, the Receiving Party shall, at the Disclosing Party's option, (i) return the Confidential Information without undue delay and/or (ii) securely destroy the Confidential Information without undue delay, and in accordance with industry's best standards. Upon request, the Receiving Party shall confirm in writing that the Confidential Information has been returned and/or deleted. Notwithstanding the foregoing, the Receiving Party is authorized to keep a copy of the Confidential Information as required for business continuity purposes, pursuant to international retention schedules, and for legal, auditing or financial reasons.

## 8. PERSONAL INFORMATION

- 8.1 **Compliance.** Each party shall comply with all Applicable Laws in the collection, use and disclosure of Personal Information, and Mako shall only collect, use and disclose Personal Information in accordance with this Agreement, [Mako's Privacy Policy](#), or as instructed in writing by Customer. For greater clarity, Mako shall not sell Personal Information to third parties, including data brokers or otherwise.
- 8.2 **White-Labeling.** The Services are provided white-labelled to External End Users. Customer is solely responsible for: (a) implementing and maintaining an adequate privacy policy to inform External End Users about Customer's practices regarding Personal Information, including as a result of the Services; (b) ensuring that the Personal Information is collected lawfully, through an informed consent or otherwise as permitted

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by Applicable Laws; (c) responding to Individual Rights Requests from End Users and (d) ensuring that the Services are lawful based on Applicable Laws regarding Personal Information in the jurisdiction where Customer is located. Mako shall deploy adequate technical and organizational safeguards to assist Customer to comply with the foregoing, including, without limitation, by providing Customer with access to information as reasonably requested for this purpose.

- 8.3 **Individual Rights Request.** Mako shall deploy adequate technical and organizational safeguards as reasonably required to assist the Customer in responding to individual's privacy rights requests, such as the right to access and correct Personal Information (an "**Individual Rights Request**"). If Mako receives an Individual Rights Request from an End User in respect of his or her Personal Information, Mako shall not respond to that Individual Rights Request except on the documented instruction of the Customer, or as required to comply with Applicable Laws, and shall transmit such Individual Right Request to the Customer without undue delay. The Parties agree to collaborate together to respond to Individual Right Request in accordance with Applicable Laws and in a timely manner.
- 8.4 **International Transfers.** Customer acknowledges and agrees that Customer Data will be hosted in Canada, unless otherwise specified in the Order Form (the "**Region**"). Customer consents to the storage of Customer Data in, and the transfer of Customer Data into and out of, the Region, including the transfer of Customer Data across international borders. Mako will not host Customer Data in another location than in the Region, except (i) as set forth in [Mako's Privacy Policy](#), (ii) with the consent of Customer, or (iii) as necessary to comply with Applicable Laws or a binding order of a governmental authority (such as a subpoena or court order).

## 9. INFORMATION SECURITY

- 9.1 **Security Service Level.** Taking into account factors such as the nature, scope, context and purpose of the use, collection and disclosure of the Customer Data, as well as the risks inherent to such use, collection and disclosure, including to the rights and freedoms of individuals, Mako shall implement appropriate administrative and technical safeguards to ensure a level of security appropriate to the risks to Customer Data.
- 9.2 **Business Continuity.** Mako shall implement and maintain a disaster recovery plan and business continuity plan. At Customer's reasonable request, Mako will provide to Customer's an updated summary of its then-current disaster recovery plan and business continuity plan.
- 9.3 **SOC Report.** Each year during the Term, Mako shall, at its sole expense, engage an independent accounting firm to prepare an external audit report. Upon reasonable request, but no more than once per calendar year, Mako shall make available to Customer a copy of such an audit report. The Customer agrees and acknowledges that such reports constitute Confidential Information of Mako. The Customer may request a current version of the administrative and technical safeguards implemented by Mako once a year or at suitable junctures.
- 9.4 **Customer Network Security.** Customer agrees that it will exercise commercially reasonable care and diligence not to pass any computer virus, worm, bug, or other computer infection to Mako. Customer is solely responsible for providing awareness and training to its Internal End Users as well as for securing its own network, technologies and assets used to access the Services.

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- 9.5 **Security Breaches.** Mako shall notify Customer without undue delay and no later than seventy-two (72) hours upon determination by Mako that a Security Breach has occurred (the “**Security Breach Notification**”). The Security Breach Notification shall minimally include (i) a description of the nature of the Security Breach, including, where possible, the categories and approximate number of individuals concerned, and the categories and approximate number of Customer Data records concerned; (ii) a description of the likely consequences of the Security Breach; and (iii) a description of the measures taken or proposed to be taken by Mako to address the Security Breach, including, where appropriate, measures to mitigate possible adverse effects. To the extent that such information is not available at the time of the Security Breach Notice, Mako shall follow up as the information becomes available, to complete its full disclosure of the Security Breach Notice without undue delay. Mako shall document responsive actions taken in connection with any Security Breach and conduct a post-incident review of events and actions taken.

### 10. FEES, PAYMENTS AND BILLINGS

- 10.1 **Payment Terms.** Customer agrees to pay for the fees set forth in Order Form(s) and Statement(s) of Work, along with any taxes which Mako is required to collect in accordance with Applicable Laws (the “**Fees**”). The Fees are payable within thirty (30) days of the invoice date, and in accordance with the payment terms and instructions in the Order Forms and Statements of Work (the “**Payment Terms**”). Notwithstanding the foregoing, during any Subscription Term, pricing will, annually upon each calendar year anniversary date of the Effective Date, automatically increase above the applicable pricing of the prior calendar year by (a) five percent (5%) of the prior year's fees for such services; or (b) the amount of the percent increase in the Consumer Price Index for Canada for the prior calendar year, as published by Statistics Canada (or if such index is no longer published, an inflation-measuring index replacing or which could reasonably be construed to as a successor index for such Consumer Price Index), whichever is less. Except as otherwise expressly provided in this Agreement, Fees are based on the Services purchased under the applicable Order Form(s) and not actual usage, payment obligations are non-cancellable and the Fees paid are non-refundable; for greater certainty, any Fees that have been pre-paid by Customer for Services that are unused due to any early termination of this Agreement shall not be refundable, except as otherwise expressly provided in this Agreement.
- 10.2 **Taxes.** All payments by Customer will be without deduction or withholding for taxes unless Customer is compelled by Applicable Laws to deduct or withhold taxes, in which event Customer will pay to Mako such additional amounts necessary to enable Mako to receive, after all deductions and withholdings for such taxes, a net amount equal to the Fees due for the Services which would otherwise have been payable to Mako if no such deduction or withholding was required.
- 10.3 **Collection.** If the Fees have not been paid in full within thirty (30) days, Customer agrees to pay interest corresponding to one and a half percent (1.5%) of the outstanding balance per month (equivalent to 18% per annum), until such Fees are paid and received by Mako together with all interest accrued. Customer shall also be responsible for any reasonable fees related to the collection of late Fees, including, without limitation, reasonable attorney and accounting fees.
- 10.4 **Payment Methods.** If the Order Form or Statement of Work states that the Fees are payable by direct debit from Customer's bank account, Customer hereby explicitly

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authorizes Mako to debit the Fees from Customer's bank account. Customer represents and warrants that (a) the bank account information provided to Mako is accurate and up to date; (b) Customer is the legitimate owner of the bank account and (c) Customer will inform Mako without undue delay of any changes to Customer's bank account information. If the Order Form or Statement of Work states that Fees are payable by credit card, then Customer represents and warrants that the credit card information provided to Mako is accurate and up to date. Customer hereby explicitly authorizes (a) Mako to provide such credit card information to Mako's third-party payment processing vendor, which may store the credit card information in order to facilitate payments, in accordance with PCI DSS; and (b) Mako and its third-party payment processing vendor to charge the Fees to Customer's credit card. Customer shall be responsible for any fees engendered by Mako as a result of a breach of the foregoing representations and warranties as well as for any fees resulting from payments being declined. Notwithstanding the foregoing, Mako shall have no obligation to make either payment method available to Customer. Mako may change the billing options at any time by notice to Customer at least thirty (30) days in advance.

- 10.5 **Variable Fees.** Unless otherwise stated in the Order Form, the Fees are invoiced in advance, and usage-based Fees, overage Fees, or other variable Fees set forth in an Order Form are invoiced in arrears.

## 11. REPRESENTATIONS AND WARRANTIES

- 11.1 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that: (i) it has the full power and legal authority to enter into this Agreement and perform its obligations hereunder and the consent of a third party is not necessary for this Agreement to be binding on the parties; (ii) is licensed to operate its business in the manner contemplated herein and (iii) each person signing this Agreement on behalf of an entity is duly authorized to bind such entity.
- 11.2 **Mako.** Mako warrants that (i) the Services and Professional Services will be performed in a professional and workmanlike manner; (ii) the Services and Professional Services will in all material respects comply with the Order Form, Change Order or Statement of Work, and the Documentation; and (iii) during an applicable Subscription Term (a) Mako will not materially decrease the overall security of the Services, and (b) except as otherwise set forth in this Agreement, Mako will not materially decrease the overall functionality of the Services. For any breach of these warranties in respect of the Professional Services, Customer's exclusive remedy and Mako's entire liability will be the mechanism set forth under Section 6.2.
- 11.3 **Customer.** Customer represents and warrants that (i) it has obtained all necessary third party permissions, licenses and consents to allow Mako to deliver the Services and Professional Services in accordance with the Agreement; (ii) Customer's use of the Services and Professional Services is in compliance with Applicable Laws; (iii) it will comply with all Applicable Laws which are applicable to it, its businesses, or its use of the Services, including all Applicable Laws relating to the issuance and transfer of securities or relating to the use of electronic signatures (collectively, the "**Customer Regulatory Requirements**"); and (iv) it has all rights, titles, and interests in the Customer Data and Customer Materials as required to permit Mako to provide the Services and Professional Services contemplated under this Agreement.

**12. DISCLAIMER**

- 12.1 **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS SET FORTH IN THIS AGREEMENT, MAKO DOES NOT WARRANT THAT THE SERVICES OR PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR PROFESSIONAL SERVICES. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE SERVICES, PROFESSIONAL SERVICES, DOCUMENTATION AND ANY AND ALL CONTENT, SERVICES AND PRODUCTS INCLUDED IN THE FOREGOING OR OTHERWISE PROVIDED BY MAKO TO CUSTOMER ARE PROVIDED "AS IS"; "WHERE IS" AND "AS AVAILABLE". CUSTOMER ACKNOWLEDGES THAT MAKO IS NOT PROVIDING ANY LEGAL ADVICE ON CUSTOMER REGULATORY REQUIREMENTS.
- 12.2 **Disclaimer - Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS SET FORTH IN THIS AGREEMENT, MAKO MAKES NO OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT, REPORTS, OUTPUTS OR DATA WHICH ARE DERIVED FROM OR RESULTS FROM THE USE OF THE SERVICES OR PROFESSIONAL SERVICES, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE CUSTOMER HEREBY WAIVES ANY LEGAL WARRANTY EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.
- 12.3 **Disclaimer - Third Party Content.** THE SUPPORTED THIRD-PARTY CONTENT PROVIDED THROUGH THE SERVICES OR PROFESSIONAL SERVICES IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE".
- 12.4 **Disclaimer - Customer Data.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER ACKNOWLEDGES THAT MAKO IS NOT RESPONSIBLE FOR THE INTEGRITY OF THE CUSTOMER DATA PROCESSED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION, ITS COMPLETENESS, LAWFULNESS, ACCURACY, VALIDITY, AUTHORIZATION FOR PROCESSING AND INTEGRITY OVER TIME AND SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, OF SUCH CUSTOMER DATA.
- 12.5 **Disclaimer - Account Credentials.** CUSTOMER IS RESPONSIBLE FOR ENSURING THAT END USERS ARE KEEPING THEIR CREDENTIALS TO ACCESS THEIR ACCOUNTS CONFIDENTIAL AND SECURED, INCLUDING BY FOLLOWING INFORMATION SECURITY BEST PRACTICES REGARDING PASSWORDS. IF ACCOUNTS ARE COMPROMISED AS A RESULT OF END USERS' NEGLIGENCE, MAKO SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THIS NEGLIGENCE.

**13. INDEMNIFICATION**

- 13.1 **Indemnification.** Customer shall indemnify, hold harmless and, if requested by the indemnified party (as hereinafter defined), defend, at Customer's sole cost and expense, Mako and its Affiliates, their employees, directors, officers, agents and each of their successors from and against any claim, demand, suit, loss, damage, liability, judgment, lien, penalty, fine, cost and expense (including reasonable attorney's fees) (collectively,

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“**Claims**”), to the extent that the Claims directly or indirectly arise out of or is related to Customer’s breach of Sections 4, 7, or 11.

### 14. LIMITATION OF LIABILITY

14.1 **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS FOR ANY LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE PERFORMANCE OF THE SERVICES OR PROFESSIONAL SERVICES, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

14.2 **Maximum Liability.** EXCEPT WITH RESPECT TO SECTION 13, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID OR PAYABLE BY (AND NOT OTHERWISE REFUNDED TO) CUSTOMER TO MAKO UNDER THIS AGREEMENT FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM.

### 15. NOTICES

15.1 **Contact Details.** Any notices pursuant to this Agreement shall be sent to the following contact details. All legal notices sent by e-mail must request a delivery receipt and a read receipt. All legal notices delivered by mail or courier must require signature upon delivery. The notices shall be considered received upon the receipt of a delivery receipt or a signature upon delivery.

Customer	Mako
[TBC]	By e-mail at <a href="mailto:support@makofintech.com">support@makofintech.com</a> c.c. <a href="mailto:legal@makofintech.com">legal@makofintech.com</a>
[TBC]	Attention: Customer Service <b>Mako Financial Technologies, Inc.</b> 4 Place Ville-Marie, 3rd Floor Montreal, QC H3B 2E7

15.2 **Change.** In the event that a Party must change the contact details referred to under Section 15.1, a Party may do so by sending a legal notice to the other Party, in which case, and upon reception of such legal notice (through a read receipt or signature), this Section 15.1 will be considered amended without the need for additional formalities by the Parties.

**16. DISPUTE RESOLUTION PROCEDURE**

16.1 **Procedure.** In the event of a dispute between the Parties in relation to this Agreement, including any claims, damages, allegations of lawsuit, breaches of this Agreement or dissatisfaction with the Services or Professional Services (each a “**Dispute**”), the Parties agree to follow the dispute resolution procedure set forth in this Section 16.

- (a) If a Dispute occurs, either party may send a notice of dispute resolution procedure to the other party, which shall describe the allegations leading to the Dispute, the actions that have been taken in relation to the Dispute, as well as the compensation or reparation that is sought by the party that initiates the dispute resolution procedure (a “**Notice of Dispute Resolution Procedure**”).
- (b) Within five (5) business days of the receipt of a Notice of Dispute Resolution Procedure by the other party, each party shall name a senior representative to negotiate in good faith a commonly acceptable business solution to the Dispute. Such negotiations shall be conducted in complete confidentiality, and the parties shall not use any information obtained as part of such negotiation during any subsequent procedures, except for mediation purposes as set forth under Section 16.1(c).
- (c) If such Dispute has not been resolved within thirty (30) days of the assignment of a senior representative, and unless such delay is prolonged by the parties by common agreement in writing, a party can initiate the following phase of the dispute resolution procedure by notifying the other party of its intention to bring the Dispute to mediation (a “**Notice of Mediation**”). The Notice of Mediation shall contain a summary of the litigious points that are submitted to mediation and that have not been resolved through negotiation. The mediation process shall be confidential. The parties shall complete at least three (3) mediation sessions prior for ending the mediation process. The mediation may be conducted over electronic means if more convenient for the parties. The mediator must have knowledge of commercial contracts, the financial industry and software-as-a-service technologies. The parties must collaborate in good faith to find a mutually agreeable mediator, otherwise, a competent court pursuant to Section 20.8 may decide on behalf of the parties. The parties shall separate the costs relating to the mediation and cover their respective expenses.
- (d) Subject to the mediation provisions set out above, if any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it shall be referred to and finally resolved by arbitration under the Canadian Arbitration Association Arbitration Rules. The place of arbitration shall be in Montreal, Québec, Canada (unless agreed otherwise in writing between the parties). The language of the arbitration shall be French or English, at the parties’ choice. There shall be a sole arbitrator selected jointly between the parties, or if the parties cannot agree, by a judge of the Superior Court of Québec, in Montreal, Quebec, Canada. The arbitrator shall have at least five (5) years of experience in commercial law and in the field of technology such as software-as-a-service.
- (e) The arbitrator must select its award from one of the final offers made by each of the Parties, in its entirety and without modification. The arbitrator must provide

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detailed reasons for its award. An oral hearing need not be held, and the parties may submit their observations in writing. There will be no appeal from the decision of the arbitrator on questions of fact, law or mixed fact and law. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. The costs of the arbitration shall be divided equally between the parties, and each party shall bear its own costs of representation. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration proceedings and awards shall be considered Confidential Information.

- 16.2 **Injunctions.** Notwithstanding anything to the contrary, the parties shall not be prevented from requesting injunctions and similar court orders where entitled to do so by this Agreement or Applicable Laws.

### 17. INSURANCE

- 17.1 During the Term, and for three (3) years thereafter, each Party will maintain, at its sole expense, (a) comprehensive general liability insurance covering commercial general liability of a minimum of 5 million CAD in the aggregate and (b) all insurance requirements reasonably required to meet its obligation under this Agreement. Upon request, Mako shall make a certificate of insurance available to Customer.

### 18. TERM AND TERMINATION

- 18.1 **Term.** This Master Services Agreement shall enter into force on the Effective Date and continue in full force until ended by either Party in accordance with this Section 18 (the “Term”).
- 18.2 **Subscription Term.** Each Order Form shall begin at the date indicated in the Order Form (the “**Subscription Term Start Date**”) and continue for the period of time indicated in the Order Form (“**Subscription Term**”). Unless terminated by Customer at least sixty (60) days before the end of the then-current Subscription Term, the Subscription Term shall renew for subsequent periods of twelve (12) months (each a “**Renewal Term**”, and a reference to the “**Subscription Term**” shall include each Renewal Term, unless the expression Renewal Term is used specifically). At least ninety (90) days before the end of the then-current Subscription Term, Mako may increase the Fees for the Renewal Term by written notice to Customer. This increase shall apply to the Renewal Term, unless Customer provides a notice of non-renewal in accordance with this Agreement. Mako shall have no obligation to renew a promotional, discounted or special rate, and such Fees may be increased in the Renewal Term in accordance with this Agreement.
- 18.3 **Termination for Convenience.** This Master Services Agreement may be terminated by either Party upon notice to the other Party if there is no active Order Form(s) or Statement(s) of Work. Customer otherwise expressly renounces any right to recourse to articles 2125 and 2129 of the Civil Code of Quebec.
- 18.4 **Termination for Cause.** Either Party may terminate a Statement of Work or an Order Form for cause (a) upon a thirty (30) days prior written notice of a material breach of this Agreement to the other Party, if such breach remains uncured at the expiration of this delay; (b) immediately upon written notice to the other Party, if this other Party becomes the subject of a petition in bankruptcy or any other proceeding(s) relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In case of a termination



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for cause due to the acts or omissions of Customer, all Fees due pursuant to the concerned Statement of Work or Order Form shall be due immediately, and Customer agrees to pay for such Fees. In case of a termination for cause due to the acts or omissions of Mako, all Fees paid in advance for the performance of the Services and Professional Services after the termination date shall be reimbursed, and Customer shall not be required to pay for any Services or Professional Services after the termination date.

- 18.5 **Suspension.** Mako may suspend Customer's access to the Services by Customer if (a) Mako believes the suspension is reasonably needed to prevent unauthorized access to Customer Data, or for other security reasons, or to otherwise protect Mako's systems or customers, (b) Customer does not pay any undisputed amounts that are due under this Agreement, and such amounts are not less than sixty (60) days in arrears, if Customer has been provided with a prior written notice or (c) Customer is in material breach of the Agreement, including being more than 60 days late on payments under this Agreement. Upon resolution of the foregoing situation, Mako shall re-activate the Services without undue delays. Prior for suspending Customer's access rights, Mako shall deploy commercially reasonable measures to provide Customer with a prior written notice, except where Mako reasonably believes that an immediate suspension is required, in which case Customer shall be notified as soon as practicable.
- 18.6 **Customer Data.** Upon termination of an Order Form, Mako shall delete, and where requested by Customer, return any Customer Data associated with Customer's account, including deletion of Customer's passwords and all related information, files and data associated with or inside Customer's account, including Customer Data. Except as otherwise set forth in this Agreement, upon termination of an Order Form, Customer's right to use the related Services will automatically terminate immediately.
- 18.7 **Transition Services.** Upon request by Customer made within ninety (90) days after the effective date of termination or expiration of this Master Services Agreement, Mako will make any Customer Data in Mako's possession or control available to Customer for export or download in JSON or similar open source format as reasonably agreed between the parties. After such 90-day period, Mako will have no obligation to maintain or provide any Customer Data, and will delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited. On Customer's request, an officer of Mako will certify that Mako has complied with these obligations.
- 18.8 **Survival.** Sections 4, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18 and 20 will survive any termination or expiration of this Master Services Agreement, together with any other sections that by their nature are intended to survive the termination or expiry of the Agreement.
19. **FORCE MAJEURE EVENT**
- 19.1 **Force Majeure Event.** A force majeure event shall mean circumstances beyond the reasonable control of Mako which cannot be reasonably foreseen and is not caused by the negligence of Mako, including, but not limited to, an act of God, fire, flood, storm, epidemic, pandemic, revolution, act of terrorism, electric or network failure, riot or civil commotion (but excluding strikes and industrial disputes of a third party), Non-Mako Application failure or delay (a "**Force Majeure Event**"). Notwithstanding anything to the contrary, a cyberattack may be considered a Force Majeure Event if it is not reasonably foreseen and if not caused by the negligence of Mako (such as if the information security controls are not appropriate), which may include, depending on the circumstances, zero day exploits and distributed denial of services attacks.

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- 19.2 **Conditions.** Mako shall not be liable to Customer for failure (whether partial or total) or delay in fulfilling an obligation under this Agreement if said failure or delay is attributable to a Force Majeure Event, provided that Mako:
- (a) promptly notify the Customer in writing of the Force Majeure Event upon which it intends to rely to excuse its performance (“**Notice of Force Majeure Event**”);
  - (b) promptly resumes performance after the Force Majeure Event ceases, if possible; and
  - (c) takes all reasonable steps to mitigate damages to Customer resulting from non-performance.
- 19.3 **Fees.** Customer shall pay to Mako (i) any Fees owed and payable, to Mako under this Agreement which are unpaid as of the Notice of Force Majeure Event; (ii) any other fees, costs and expenses incurred prior to the Notice of Force Majeure Event or which cannot be cancelled by Mako in relation to this Agreement, even if such fees have not yet been paid by Mako, including, but not limited to, travel expenses, supplier costs, equipment and fees and penalties.
- 19.4 **Extension.** The Subscription Term (or the Statement of Work) shall be extended by the amount of time required for the Force Majeure Event to be resolved. If the Force Majeure Event lasts two (2) weeks, the Subscription Term will be extended by two (2) weeks. Upon the end of the Force Majeure Event, the fees agreed upon will continue to be applicable until the end of the extended Subscription Term.

## 20. MISCELLANEOUS

- 20.1 **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction.
- 20.2 **Employee Non-Solicitation.** During the term of the Terms and for one year after the expiry of the term, Customer will not, either on its own account or for any other person, endeavour to employ or contract with any employee of Mako, its Affiliates, or its or their contractors, with whom Customer has dealt in relation to this Agreement. This restriction will not prevent Customer from making general advertisements or other solicitations to the public or from hiring any employee of Mako, its Affiliates, or its or their contractors who responds to such an advertisement or who otherwise initiates discussions with Customer. In the event of a breach of this provision, Customer will pay to Mako an amount equal to six months’ salary of the applicable employee, as liquidated damages and not as a penalty.
- 20.3 **Amendment.** Any amendment to this Agreement must be in writing and executed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any part of this Agreement is held to be invalid or unenforceable, that part will be severed, and the rest of the Agreement will remain in force.
- 20.4 **Publicity.** Neither party may use the other’s name, logo or other marks or issue any press release or make any public statement regarding this Agreement without the other party’s

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written consent. Notwithstanding the above, Mako may list Customer as a customer of Mako on the Mako website and on other Mako sales and promotional materials, and may use Customer logos for that purpose. Any Mako use of Customer logos will be subject to any applicable trademark use guidelines provided by Customer to Mako.

- 20.5 **Relationship of the Parties.** The parties are independent contractors, and this Agreement does not create any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between them.
- 20.6 **Assignment.** Except to an Affiliate in the context of a bona fide corporate reorganization, neither party may assign any part of this Agreement without the other's written consent, which may not be unreasonably withheld. Notwithstanding this restriction, either party may assign this Agreement in its entirety without the consent of the other party to a purchaser of all or substantially all of the assets of such party. The assigning party will obtain from the permitted assignee and deliver to the other party an undertaking in writing in favour of the other party (in form and content acceptable to the other party, acting reasonably) to be bound by and to perform all of the obligations of the assigning party under this Agreement. The assigning party and the permitted assignee will be jointly and severally liable to the other party for all of assigning party's obligations under this Agreement. Any assignment in contravention of the above will not be effective against the non-assigning party.
- 20.7 **Entire Agreement.** This Agreement describes the entire understanding and agreement of the Parties and supersedes all oral and written agreements or understandings between them related to its subject matter.
- 20.8 **Governing Law.** This Agreement, including its interpretation and effect, is governed by the laws applicable in the Province of Quebec, Canada, without regard to its conflict of law provisions. Both Parties hereby agree to submit to the jurisdiction of the courts located in the judicial district of Montreal, Quebec, in respect to any claim, proceeding or action relating to or otherwise arising out of this Agreement or the Service howsoever arising.
- 20.9 **Language.** The parties acknowledge that they have required this Agreement and all related documents to be prepared in English only. *Les parties reconnaissent avoir demandé que le présent contrat ainsi que tous les documents qui s'y rattachent soient rédigés uniquement en langue anglaise.*

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### EXHIBIT 1 - SUPPORT AND SERVICE LEVEL AGREEMENT (“SLA”)

1. **Definitions:** The capitalized words in this Exhibit 1 not defined herein shall have the meaning set forth in the Agreement.
- 1.1 **“Emergency Hours”** shall mean hours which are not Regular Business Hours.
- 1.2 **“Incident”** shall have the meaning set forth under Section 5.1 of this Exhibit 1.
- 1.3 **“Incident Management Process”** shall have the meaning set forth under Section 5.1 of this Exhibit 1.
- 1.4 **“Major Form Updates”** means Deliverable or Template changes performed by Mako non-technical customer support staff that take more than four (4) hours of work. For clarity, these may include significant changes to interfaces or form documents;
- 1.5 **“Minor Form Updates”** means Deliverable or Template changes performed by Mako non-technical customer support staff that take four (4) hours or less of work. For clarity, these may include editing dropdown options, form text, or PDF appearance;
- 1.6 **“Notice of Corrective Measures”** shall have the meaning set forth under Section 5.4.
- 1.7 **“Regular Business Hours”** shall mean Monday to Friday, 9 AM to 5 PM EST, excluding Statutory Holidays. If New Year’s Day, Saint-Jean-Baptiste Day, Canada Day, or Christmas fall on a Saturday or Sunday, then the Friday and Monday surrounding such Statutory Holiday will also not be considered Regular Business Hours.
- 1.8 **“Scheduled Maintenance”** shall have the meaning ascribed to it under Section 3.1 of this Exhibit 1.
- 1.9 **“Services Availability Target”** shall have the meaning ascribed to it under Section 3.5 of this Exhibit 1.
- 1.10 **“Services Credit”** shall have the meaning ascribed to it under Section 4.1 of this Exhibit 1.
- 1.11 **“Statutory Holidays”** means:
  - New Year’s Day (January 1);
  - Martin Luther King Day (3rd Monday in January);
  - President’s Day (3rd Monday in February);
  - Good Friday (Friday before Easter Sunday);
  - Easter Sunday;
  - Victoria Day (Monday between the 18th and 24th of May);
  - Memorial Day (Last Monday in May);
  - Saint-Jean-Baptiste Day (June 24);
  - Canada Day (July 1);
  - Independence Day (July 4);
  - Labor Day (1st Monday in September);
  - Canadian Thanksgiving (2nd Monday of October);

- Thanksgiving (4th Thursday in November);
- Day-after Thanksgiving (Friday after Thanksgiving);
- Christmas (December 25).

## 2. **Technical Support:**

- 2.1 E-mail technical support is available at [support@makofintech.com](mailto:support@makofintech.com). Mako policy is to respond to all email inquiries within one (1) business day, excluding Statutory Holidays.
- 2.2 Upon contacting support, the Internal End User will be required to provide identifying information and a full description of the problem or request including error messages and other troubleshooting information as requested by technical support personnel. Each support ticket that is not closed immediately through level 1 support is escalated to level 2 and level 3 supports through the creation of an Incident. Incidents shall be subject to the Incident Management Process described under Section 5 of this Exhibit 1.
- 2.3 Notwithstanding anything to the contrary in this Agreement, technical support services performed during Emergency Hours will be invoiced at twice the hourly rate set forth herein under Section 7, Hourly Rates. Additional fees, such as travelling expenses, may be charged if a technical expert is required at Customer's premises, subject to Customer's written pre-approval.

## 3. **Maintenance and Availability:**

- 3.1 To ensure optimal performance of the servers, Mako will perform routine maintenance on the servers on a regular basis, requiring servers to be removed from service. Mako reserves four (4) hours of server unavailability per month for maintenance purposes (the "**Scheduled Maintenance**"). The Scheduled Maintenance shall occur between 1 AM and 5 AM ET. Mako will provide the Customer with a reasonable notice prior for performing Scheduled Maintenance.
- 3.2 Under certain circumstances, Mako may need to perform emergency maintenance, such as security patch installation. Mako may not be able to provide the Customer with advanced notice in case of emergency maintenance. Such emergency maintenance shall also be considered Scheduled Maintenance for the purpose of the Services Availability Target.
- 3.3 In accordance with this Agreement, Mako may suspend access to the Services, such as in case of an Abuse or for Willful Misconduct. Notwithstanding anything to the contrary, during such suspension, this Exhibit 1 shall find no application.
- 3.4 The Services will be available on a 24-hour basis, seven (7) days a week, and thirty (30) or 31 days a month, except for the month of February, which has 28 or 29 days.
- 3.5 The Services' availability is calculated using the following formula: availability percentage = number of hours of Services obtained during the month / (number of hours during the month - Scheduled Maintenance). The Services availability shall be of 99.5% ("**Services Availability Target**").

3.6 The Services Availability Target shall not apply to or in the case of:

3.6.1 events that are not within the immediate control of Mako. The immediate control of Mako shall mean Mako's network services as provisioned by the Data Center Service Provider. Specifically excluded from this definition are the following: (a) equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Customer and Customer's network services which allow the Customer to access the Services (these components are controlled by the Customer and their performance or failure to perform can impair or disrupt Customer's connections to the Internet and the transmission of data); (b) equipment, data, advertisements, materials, software, hardware, services and/or facilities provided by third-party vendors or service providers of Customer; (c) acts or omissions of Customer (including its Affiliates and their respective its employees, agents, representations, officers, directors); (d) issues arising from bugs or other problems in the software, firmware or hardware of third parties and (e) any outage, network unavailability or downtime outside the control of Mako.

3.6.2 an Event of Force Majeure;

3.6.3 a suspension of the Subscription Term pursuant to this Agreement;

3.6.4 a material breach of the Agreement by Customer.

3.6.5 an electrical service interruption or an Internet downtime at the Data Center Service Provider;

3.6.6 actions of Customer executed without prior consent from Mako where such actions would have a direct impact on the Services Availability Target.

#### 4. Remedy for Breach of Services Availability Target

4.1 If the Services Availability Target is not met, Mako shall issue a credit to Customer on Customer's next invoice (the "**Services Credit**"). Such Service Credits shall be determined as follow:

Actual Services Availability	Service Credit (
≥ 99.0% and < 99.5%	5% of monthly Fees for the Services
≥ 98.0% and < 99.0%	10% of monthly Fees for the Services
< 98.0%	15% of monthly Fees for the Services

4.2 The Services Credit shall be Customer's sole remedy for a breach of the Services Availability Target. Services Credits are only available if Customer is current in the payment of its Fees. To receive Services Credits, Customer must submit a written request within fifteen (15) days of the end of the month in which the Services did not meet the Services Availability Target. The total monthly Fees shall be calculated in proportion of the Services Fees per month. For instance, if the Customer has an annual subscription, the total annual Fees shall be divided by twelve (12) months.

- 4.3 Notwithstanding the Section 4.2, repetitive and severe breaches of the Services Availability Target may be considered a material breach of this Agreement and Customer may terminate the Agreement with cause in such circumstances.

## 5. Incident Management

- 5.1 Mako shall implement and maintain an incident management process substantially similar to this Section 5 to minimize impacts of incidents on Customer's business operations (the "**Incident Management Process**"). Such incidents may result from support requests or may be identified by Mako without involvement of Customer (an "**Incident**").
- 5.2 Upon becoming aware of an Incident, Mako shall classify the Incident based on its severity, and generally as described in the following table:

Severity 1 criteria:	<ul style="list-style-type: none"><li>● Interruption (or imminent interruption) of a key system, network or application with a critical impact on service delivery; or</li><li>● Complete loss of a production service across the Customer; or</li><li>● Impact on one or more critical service levels</li></ul>
Severity 2 criteria:	<ul style="list-style-type: none"><li>● Key component of a critical system is unavailable, compromised or unusable network; or</li><li>● Critical potential impact on service delivery; or</li><li>● Service performance compromised and service delivery affected; or</li><li>● Customer partially affected; AND</li><li>● Does not qualify as and is less severe than a Severity 1 Incident</li></ul>
Severity 3 criteria:	<ul style="list-style-type: none"><li>● Unavailable, unusable or difficult to use components or procedures; or</li><li>● Some impact on operations, with no immediate impact on service delivery; or</li><li>● Service interruption—with a workaround or stopgap solution available; or</li><li>● An Incident that compromises service without preventing service delivery; or</li><li>● Potential exposure of service delivery capacity; or</li><li>● A few scattered clients are affected; AND</li><li>● Does not qualify as and is less severe than a Severity 1 or Severity 2 Incident</li></ul>
Severity 4 criteria:	<ul style="list-style-type: none"><li>● Non-critical components or procedures are unusable; or</li><li>● An alternative is available, and maintenance can be deferred; or</li><li>● No impact on service; or</li><li>● No impact on production; or</li><li>● Customer alone is affected; AND</li><li>● Does not qualify as and is less severe than a Severity 1, 2, or 3 Incident</li><li>● Parties will use reasonable commercial efforts to manage the volume of Severity 4 escalations in the spirit of efficiency and effective performance.</li></ul>

- 5.3 The response time for an Incident shall be determined based on the following table. Customer agrees and acknowledges that additional delays may occur before the complete resolution of an Incident, and that the table below is indicative of the estimated resolution

service level for each type of Incidents. Mako will inform Customer of such additional delays as part of its reporting obligations as set forth in the table below. Reporting shall continue until the earliest moment of (i) the resolution of the Incident; (ii) the implementation of a workaround or non-permanent solution allowing Customer to access and use the Services materially in accordance with the Documentation. In other words, Mako shall cease reporting when an acceptable solution is implemented, even if a permanent solution is not implemented, but Mako shall continue to work diligently to reach a permanent solution to the Incident, even if such permanent solution is implemented through subsequent Updates. An Incident shall only be closed and considered resolved when a permanent solution is implemented and Mako shall advise Customer before closing such Incident of the remediation performed.

Severity level	Support Incident Response Time Service Level	Resolution Service Level	Reporting
1	Regular Business Hours: 15 minutes. Emergency Hours and Statutory Holidays: 60 minutes	Initial diagnosis, work around or permanent fix to be provided within two hours	Mako will provide hourly updates during Regular Business Hours.
2	Regular Business Hours: 60 minutes. Emergency Hours and Statutory Holidays: 12 hours.	Initial diagnosis, work around or permanent fix to be provided within 48 hours	Mako will provide daily updates during Regular Business Hours.
3	One (1) business day	Initial diagnosis, work around or permanent fix to be provided within 10 business days	Mako will provide daily updates during Regular Business Hours.
4	One (1) business day	Initial diagnosis, work around or permanent fix to be provided within 15 business days	Mako will provide weekly updates during Regular Business Hours.

- 5.4 If Mako materially fails to follow the procedure described in this Section 5, the Customer may request to trigger corrective measures (“**Notice of Corrective Measures**”). Upon reception of the Notice of Correction Measures, Mako shall (i) promptly investigate the cause of the non-compliance; (ii) provide, within fourteen (14) days to the Customer a report detailing the reasons for the breach of procedure, as well as a detailed plan of the corrective measures that will be implemented by Mako to correct the situation and (iii) ensure that the Customer is informed of the progress in implementing the corrective measures. Except in repetitive and severe breach of the Incident Management Process, in which case Customer may opt to terminate the Agreement with cause, this Section 5.4 shall be Customer’s sole remedy in case of a breach of the Incident Management Process.

## Professional Services

- 6.1. **General.** Fees for Professional Services are set forth in the table below under Section 7, Hourly Rates. Notwithstanding anything to the contrary, Mako shall have the right to



adjust the Fees for Professional Services once every calendar year, upon written notice to Customer. Professional Services conducted during Emergency Hours and Statutory Holidays will be invoiced at twice the hourly rate. Additional fees, such as travelling expenses, may be charged if a technical expert is required at Customer's premises, subject to Customer's written pre-approval.

- 6.2. **Minor Form Updates.** Each Customer is provided with an annual bank of eight (8) hours of Minor Form Updates as maintenance for each twelve (12) months of the Subscription Term.
- 6.3. **Major Form Updates.** If the request for maintenance submitted by Customer classifies as a Major Form Update, Customer and Mako shall enter into a Statement of Work and the Major Form Update shall be considered Professional Services. The Statement of Work shall contain the timeline and Fees applicable, the whole based on the hourly rates set forth in this Exhibit 1. Notwithstanding anything to the contrary, Mako shall have the right to adjust the Fees set forth in this Exhibit 1 once every calendar year, upon written notice to Customer.
- 6.4. **Upgrades.** Upgrades are provided at Mako's sole discretion and are subject to Mako's roadmap for the development of the Services. In the event that Mako agrees to conduct an Upgrade at Customer's request, Customer and Mako shall enter into a Statement of Work and the Major Form Update shall be considered Professional Services. The Statement of Work shall contain the timeline and Fees applicable, the whole based on the hourly rates set forth in this Exhibit 1.

#### Hourly Rates

Department	Rate/hour
Harmonized Rate	\$225