

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made as of March 31, 2025

BETWEEN:

LOYALTY SOLUTIONS HOLDINGS US INC., a corporation existing under the laws of the State of Delaware (the “**Vendor**”)

- and -

CAPILLARY TECHNOLOGIES LLC., a corporation existing under the laws of the State of Delaware (the “**Purchaser**”)

RECITALS

WHEREAS:

- A. On December 12, 2024, Kognitiv Corporation (the “**Parent**”), the sole owner and direct parent of the Vendor, filed a Notice of Intention to Make a Proposal pursuant to Section 50.4 of the *Bankruptcy and Insolvency Act* (Canada), bearing Court File No. BK-25-03165297-0031 (the “**Proposal Proceedings**”) and BDO Canada Limited consented to act as trustee under the Proposal Proceedings (“**BDO**”).
- B. The Vendor is the sole shareholder of each of the following indirect subsidiaries of the Parent: (i) Kognitiv US LLC (“**Kognitiv LLC**”), and (ii) Kognitiv Solutions Inc. (“**Kognitiv Solutions**”).
- C. On March 7, 2025, the Parent and Capillary Pte. Ltd. (“**Capillary**”), an Affiliate of the Purchaser, entered into a share purchase agreement under which Parent would sell all of the outstanding securities of the Vendor, comprising the entire business operation of the Parent (the “**Initial Agreement**”).
- D. Following the execution of the Initial Agreement, Capillary and the Parent agreed to restructure the transactions contemplated under the Initial Agreement and terminate the Initial Agreement.
- E. Concurrently with the termination of the Initial Agreement, and concurrently with and as a condition to the execution of this Agreement, the Purchaser entered into an asset purchase agreement with Kognitiv LLC pursuant to which the Purchaser agreed to acquire certain assets of Kognitiv LLC (the “**Kognitiv APA**”).
- F. Kognitiv LLC intends to file a voluntary petition for relief (the “**Chapter 11 Case**”) pursuant to chapter 11 of the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code s 101-1330 (as amended, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) and, pursuant to the authority granted under the Bankruptcy Code, the chapter 11 case will grant Kognitiv LLC the authority to, *inter alia*, sell, convey, and transfer the assets pursuant to Kognitiv APA.
- G. The Vendor desires to sell, and the Purchaser desires to purchase, the Purchased Assets and the Purchased Shares and assume the Assumed Liabilities, on and subject to the terms and conditions of this Agreement.

H. Following the date of this Agreement, the Parent will formally withdraw its motion to approve the Initial Agreement.

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

Article 1 - INTERPRETATION

1.01 Definitions

In this Agreement, (including in the recitals above) unless something in the subject matter or context is inconsistent therewith:

“Accounts Receivable” means all accounts receivable, trade accounts receivable, notes receivable, book debts and other debts owing, due or accruing due (i) to Kognitiv Solutions, (ii) to the Vendor in respect of any of the Purchased Assets, and/or (iii) to Kognitiv LLC in respect of the Kognitiv APA Purchased Assets, excepting (a) any accounts receivable aged greater than 60 days, (b) any amounts owing by customers of the Subject Companies that have terminated their contracting relationship with the Subject Companies and which are not recoverable, and (c) such amounts as more particularly set out in Schedule 1.01 of the Disclosure Letter (the **“Aged Accounts Receivable”**), as determined in accordance with generally accepted accounting principles.

“Adjustment Escrow Amount” has the meaning set out in Section 3.04(1).

“Adjustment Escrow Fund” means the balance of the Adjustment Escrow Amount held by the Escrow Agent pursuant to the Escrow Agreement.

“Affiliate” of a specified Person means any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the specified Person. As used in this definition, “control”, “controlled by” and “under common control with” means possession, directly or indirectly, of power to direct or cause the direction of management or policies of such Person (whether through ownership of securities or other partnership or ownership interests, by contract or otherwise); provided that in any event, any Person which owns directly, indirectly or beneficially more than 50% of the securities having voting power for the election of directors or other governing body of a corporation or more than 50% of the partnership interests or other ownership interests of any other Person will be deemed to control such Person.

“Agreement” means this share purchase agreement, including its recitals, schedules and exhibits attached hereto, as same may be amended, restated or replaced from time to time in accordance with the terms hereof.

“Al-Meera Receivables” has the meaning set out in Section 4.01(22)(ii).

“Applicable Law” means, in respect of any Person, property, transaction or event, any domestic or foreign statute, Laws (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order, in each case, having the force of law, that applies in whole or in part to such Person, property, transaction or event.

“Assumed Liabilities” means (a) the Pre-Closing Assumed Liabilities, and (b) all liabilities and obligations arising out of or related to the Purchaser’s ownership or operation of the Purchased Assets after the Closing.

“Bankruptcy Code” has the meaning ascribed in the recitals hereto.

“**Bankruptcy Court**” has the meaning ascribed in the recitals hereto.

“**Base Acquisition Price**” means \$24,000,000 (inclusive of the Deposit).

“**BDO**” has the meaning set forth in the preamble.

“**Books and Records**” means all material books, records, files and papers of the Subject Companies relating to the Subject Companies, their Business or the Subject Companies’ assets and liabilities regardless of the media on which they are stored or in the medium in which they were communicated.

“**Business**” means, as applicable, (a) the business conducted by the Vendor, being the provision of loyalty technology and services, (b) the business conducted by Kognitiv Solutions, being the provision of loyalty technology and services, and (c) the business conducted by Kognitiv LLC, being the provision of loyalty technology and services.

“**Business Day**” means a day other than a Saturday, Sunday or any day on which banking institutions in the State of Delaware, USA, or Toronto, Ontario, Canada or Minneapolis, Minnesota, USA are not open for business.

“**Business Intellectual Property**” means the Licensed Intellectual Property and the Owned Intellectual Property.

“**Canadian Tax Act**” means the *Income Tax Act*, RSC, 1985, c 1 (5th Supp), as amended from time to time, and the regulations made thereunder.

“**Capillary**” has the meaning ascribed in the recitals hereto.

“**Cash and Cash Equivalents**” means cash, bank balances, monies in possession of banks and other depositories, term or time deposits, marketable securities, short term investments, funds, bankers’ acceptances, commercial paper, security entitlements, securities accounts and any other cash equivalents of Kognitiv Solutions.

“**Chapter 11 Case**” has the meaning ascribed in the recitals hereto.

“**Churn Escrow Amount**” has the meaning set out in Section 3.04(3).

“**Churn Escrow Fund**” means the balance of the Churn Escrow Amount held by the Escrow Agent pursuant to the Escrow Agreement.

“**Claim**” means any action, suit, proceeding (including any arbitration proceeding), investigation, claim, charge, complaint, demand, challenge, notice audit, inquiry or other proceeding.

“**Closing**” means the successful completion of the Transaction.

“**Closing Date**” means the tenth (10th) calendar day following the date on which the Sale Order is issued, or such other date as agreed upon in writing by Vendor and Purchaser.

“**Closing Purchase Price**” means (a) the Base Acquisition Price, *plus* (b) the Working Capital Overage, as applicable, or *minus* (c) the Working Capital Underage, as applicable, *minus* (d) the Net Debt, *plus* (e) the Purchase Price Increase Amount.

“**Closing Statement**” has the meaning set out in Section 3.05(1).

“**Closing Time**” means 12:01 a.m. (Eastern Time) on the Closing Date, or such other time on or after the Closing Date as may be mutually agreed to by Purchaser and Vendor; provided that the Closing Date shall be no later than the Outside Date.

“**Code**” means the United States Internal Revenue Code of 1986, as amended, and the regulations thereunder.

“**Company Plan**” means any benefit or compensation plan, program, policy, practice, agreement, Contract, arrangement, or other obligation, whether or not in writing, formal or informal or funded or not funded, in each case, which is or is required to be sponsored by, maintained by, or contributed to, or under which Kognitiv Solutions has any liability (including potential and contingent) for the benefit of Kognitiv Solutions’ current and former employees, directors, officers or contractors and their respective beneficiaries or dependents, other than Statutory Plans. Company Plans include consulting, retirement, severance (in excess of severance required by applicable employment standards legislation), termination or change in control agreements, deferred compensation, bonus, incentive or other compensation, share option or purchase, stock options, equity-based, incentive, bonus, pension, retirement, supplemental pension, supplemental retirement, group registered retirement savings, deferred profit sharing, employee profit sharing, savings, profit-sharing, insurance, medical, welfare, fringe or other similar benefits or remuneration of any kind.

“**Company Products**” means each product (including Software and databases) or service owned, made, marketed, distributed, imported, licensed, or sold by or on behalf of the Subject Companies at any time since their inception, and any product or service currently under development by or for the Subject Companies, or that the Subject Companies intend or intended to develop, make, market, distribute, import, license or sell.

“**Confidential Information**” means any information with respect to the Purchaser and the Subject Companies or any of their respective Business, including the terms of any Contract to which any of the foregoing is a party, and other information regarding any customer or supplier, including methods of operation, customer lists, products, prices, fees, costs, technology, inventions, trade secrets, know-how, Software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters; provided, that “Confidential Information” does not include any information that: (a) is generally available to the public on the date of this Agreement other than as a result of a disclosure by the Vendor or its Affiliates; or (b) becomes available to the Vendor or its Affiliates on a non-confidential basis other than as a result of a disclosure that is prohibited hereunder or from a source other than the Purchaser or any of the Subject Companies which is not known by the Vendor, following reasonable inquiry, to be bound by a confidentiality agreement with either of the Purchaser or any of the Subject Companies or otherwise prohibited from disclosing the information to the Vendor.

“**Contingent Assets**” means any and all amounts, awards, gains or assets becoming due or otherwise accrued to the Vendor or Kognitiv Solutions originating, directly or indirectly, from the Cora Transaction.

“**Contract**” means any contract, agreement, license, franchise, lease, loan, or rental permit, arrangement, commitment or other right or obligation to which a Person is a party or by which such Person is bound or affected or has actual or contingent entitlements or obligations.

“**Cora Transaction**” means the sale of Kognitiv Corporation’s Enterprise Loyalty Platform pursuant to an asset purchase agreement dated July 5, 2024 and entered into between by Loyalty Solutions Canada Inc., Kognitiv Australia Pty Ltd., Kognitiv US LLC, AIMIA Middle East Free Zone LLC, Kognitiv Singapore Pte Ltd., and Kognitiv Corporation as vendors, and Gary Jonas Computing Ltd., CORA Group Australia Pty Ltd., Jonas Computing (UK) Limited, Jonas Food Holdco Inc. as purchasers.

“**Current Assets**” means (i) all Accounts Receivable, inventory and prepaid expenses and deposits of Kognitiv Solutions, and/or (ii) the Kognitiv APA Acquired Accounts Receivable, but excluding (a) the portion of any prepaid expense of which the Purchaser will not receive the benefit following Closing; and (b) receivables from any of the Subject Companies’ Affiliates, directors, employees, officers or shareholders and any of their respective Affiliates; determined in accordance with generally accepted accounting principles.

“**Current Liabilities**” means (A) all accounts payable, accrued Taxes and accrued expenses of Kognitiv Solutions, (B) the Pre-Closing Assumed Liabilities, and/or (C) the Pre-Closing Kognitiv APA Assumed Liabilities, and (D) all Normalized Accounts Payable to the extent not included above, but excluding (i) any portion of long term Indebtedness; (b) deferred and future Tax liabilities; (c) any payables to any of the Subject Companies’ Affiliates, directors, employees, officers or shareholders and any of their respective Affiliates, (d) any portion of accounts payable of the Subject Companies in excess of agreed-upon credit terms, (e) any unpaid portion of any prepaid expense of the Subject Companies, (f) deferred revenue of the Subject Companies, and (g) any contingent liabilities of the Subject Companies in connection with the Cora Transaction; determined in accordance with generally accepted accounting principles.

“**Deposit**” has the meaning set out in Section 3.02.

“**Direct Claim**” has the meaning set out in Section 5.05.

“**Disclosure Letter**” means the disclosure letter delivered by the Vendor to the Purchaser together with this Agreement and which forms and integral part of this Agreement.

“**Dispute Notification Period**” has the meaning set out in Section 3.05(2).

“**Dispute Notice**” has the meaning set out in Section 3.05(2).

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

“**Escrow Agent**” means an escrow agent to be mutually agreed upon by the Parties during the Pre-Closing Period.

“**Escrow Agreement**” has the meaning set out in Section 7.05(3).

“**Estimated Closing Purchase Price**” means (a) the Base Acquisition Price, *plus* (b) the Estimated Working Capital Overage, as applicable, or *minus* (c) the Estimated Working Capital Underage, as applicable, *minus* (d) the Estimated Net Debt, *plus* (e) the Purchase Price Increase Amount.

“**Estimated Net Debt**” has the meaning set out in Section 3.03.

“**Estimated Net Working Capital**” has the meaning set out in Section 3.03.

“**Estimated Working Capital Overage**” shall mean the amount by which the Estimated Net Working Capital exceeds the Target Working Capital, where applicable.

“**Estimated Working Capital Underage**” shall mean the amount by which the Target Working Capital exceeds the Estimated Net Working Capital, where applicable.

“**Excluded Assets**” means all assets of the Vendor other than the Purchased Assets, including for greater certainty, the Contingent Assets and the Aged Accounts Receivable.

“**Excluded Liabilities**” means any liabilities and obligations of the Vendor other than the Assumed Liabilities, including for greater certainty any liabilities relating to the Cora Transaction.

“**Final Closing Purchase Price**” has the meaning set out in Section 3.05(2).

“**Final Order**” means with respect to any order or judgment of any court of competent jurisdiction, that such order or judgment has not been vacated, set aside, reversed, stayed, modified or amended, and as to which the applicable periods to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal, leave to appeal, or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken or filed, or as to which any appeal has been taken or any petition for certiorari or leave to appeal that has been timely filed has been withdrawn or resolved in a manner acceptable to Vendor and Purchaser, each acting reasonably, by the highest court to which the order or judgment was appealed or from which leave to appeal or certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

“**Financial Statements**” has the meaning set out in Section 4.01(17).

“**Government Authorizations**” means all licenses, permissions, authorizations (public or private), registrations, consents, approvals, certificates, permits or other evidence of authority issued by a Governmental Authority or otherwise relating to or utilized by the Subject Companies or otherwise in connection with the Business or any part thereof, including any and all consents and approvals required to be obtained from any Governmental Authority under Applicable Law;

“**Governmental Authority**” means any domestic, foreign or multi-national, national, state, provincial, territorial or local government, any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau or entity, or any arbitrator with authority to bind a Party at law.

“**IFRS**” means the International Financial Reporting Standards applied on a basis consistent with the applicable Subject Company’s past practice.

“**Indebtedness**” means, without duplication, collectively (i) the Kognitiv Solutions Indebtedness, (ii) the Purchased Assets Indebtedness, and (iii) the Kognitiv APA Purchased Assets Indebtedness.

“**Indemnification Escrow Amount**” has the meaning set out in Section 3.04(1).

“**Indemnification Escrow Fund**” means the balance of the Indemnification Escrow Amount held by the Escrow Agent pursuant to the Escrow Agreement.

“**Indemnified Party**” has the meaning set out in Section 5.04.

“**Independent Accounting Firm**” has the meaning set out in Section 3.05(2).

“**Initial Agreement**” has the meaning ascribed in the recitals hereto.

“**Intellectual Property**” means any and all intellectual property or proprietary rights of every kind and description anywhere in the world, whether registered or unregistered, including the following (a) patents,

patent applications, patent disclosures, invention disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, divisional, revision, extension or reexamination thereof, (b) industrial designs, industrial design applications, industrial design disclosures, and any reissue, continuation-in-part, divisional, revision, extension or reexamination thereof, (b) Internet domain names, internet protocol addresses, trademarks, service marks, trade dress, logos, slogans, company names, trade names, corporate names, social media handles and phone numbers containing any of the foregoing, (and all translations, adaptations, derivations and combinations of the foregoing), and registrations, applications for registration and renewals thereof together with all of the goodwill associated therewith, (d) copyrights (registered or unregistered) and copyrightable works, moral rights (and other similar rights) and registrations, applications for registration and renewals thereof, (e) rights in Software (in both source code and object code form) and documentation thereof, (f) rights in technology and documentation thereof, and (g) trade secrets and other information of a confidential nature (including ideas, formulas, recipes, compositions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, data and databases, algorithms, information, financial and marketing plans and customer and supplier/vendor lists and information).

“Internal IT Systems” means all computer hardware, firmware, databases, Software, systems, information technology infrastructure and other similar or related items of automated, computerized and/or Software systems, infrastructure and telecommunication assets and equipment, including websites and any other outsourced systems and processes that are owned by the Subject Companies or used by the Subject Companies in the conduct of the Business.

“Invention Assignment Agreements” has the meaning set out in Section 4.01(23)(viii).

“IP Assignment Agreement” has the meaning set out in Section 8.01(7).

“knowledge” means the actual knowledge after reviewing all relevant records and making reasonable inquiries regarding the relevant matter, including consulting with appropriate Persons responsible for the relevant subject matter.

“Kognitiv APA” has the meaning ascribed in the recitals hereto.

“Kognitiv APA Acquired Accounts Receivable” means the *Acquired Accounts Receivable*, as defined in the Kognitiv APA.

“Kognitiv APA Assumed Liabilities” means the *Assumed Liabilities*, as defined in the Kognitiv APA.

“Kognitiv APA Closing Time” means the *Closing Time*, as defined in the Kognitiv APA.

“Kognitiv APA Excluded Liabilities” means the *Excluded Liabilities*, as defined in the Kognitiv APA.

“Kognitiv APA Indebtedness” means, without duplication, to the extent relating to the Kognitiv APA Purchased Assets: (a) indebtedness for borrowed money, including the principal, accrued interest and other payment obligations (including any prepayment premiums, penalties or termination fees payable as a result of the consummation of the Transaction) including as evidenced by bonds, debentures, notes or other similar instruments or debt securities; (b) obligations for the deferred purchase price of property or services (other than Current Liabilities taken into account in the calculation of Net Working Capital); (c) all obligations in respect of letters of credit, to the extent drawn, and bankers’ acceptances issued for the account of such Person (d) all obligations under leases which have been recorded as capital leases in accordance with such Subject Company’s past practice; (e) any liability for any and all amounts owed by Kognitiv LLC to any

of its Affiliates; (f) except as set out in Schedule 4.01(34) of the Disclosure Letter, all obligations for accrued but unused vacation of employees of Kognitiv LLC through the Closing Date; (g) all obligations secured by a Lien, (h) all obligations that are not characterized as Current Liabilities, (i) all outstanding cheques that will ultimately be funded through line of credit or other borrowed money, (j) any off-balance sheet financing (but excluding operating leases), any accrued interest and prepayment premiums or penalties relating to any amount prepaid at or in connection with the Closing related to any of the foregoing, (k) any portion of accounts payable in excess of agreed-upon credit terms, (l) any unpaid portion of any prepaid expense, (m) any deferred revenue, (n) except as set out in Schedule 4.01(34) of the Disclosure Letter, all end-of-service and defined benefit obligations that have accrued to employees of Kognitiv LLC through the Closing Date in connection with their employment prior to Closing pursuant to Statutory Plans, and (o) all unutilized balances of customer advances involving an obligation to spend; except, that, Indebtedness shall not include: (i) endorsement of negotiable instruments for collection in the Ordinary Course of Business.

“Kognitiv APA Purchase Price” means the *Purchase Price*, as defined in the Kognitiv APA.

“Kognitiv APA Purchased Assets” means the *Excluded Liabilities*, as defined in the Kognitiv APA.

“Kognitiv APA Purchased Contracts” means the *Purchased Contracts*, as defined in the Kognitiv APA

“Kognitiv LLC” has the meaning ascribed in the recitals hereto.

“Kognitiv Non-Transferred Employees” means those employees of Kognitiv LLC that are not Transferred Employees as defined in Kognitiv APA.

“Kognitiv Solutions” has the meaning ascribed in the recitals hereto.

“Kognitiv Solutions Indebtedness” means, without duplication, with respect to Kognitiv Solutions: (a) indebtedness for borrowed money, including the principal, accrued interest and other payment obligations (including any prepayment premiums, penalties or termination fees payable as a result of the consummation of the Transaction) including as evidenced by bonds, debentures, notes or other similar instruments or debt securities; (b) obligations for the deferred purchase price of property or services (other than Current Liabilities taken into account in the calculation of Net Working Capital); (c) all obligations in respect of letters of credit, to the extent drawn, and bankers’ acceptances issued for the account of such Person (d) all obligations under leases which have been recorded as capital leases in accordance with such Subject Company’s past practice; (e) any liability for any and all amounts owed by Kognitiv Solutions to any of its Affiliates; (f) except as set out in Schedule 4.01(34) of the Disclosure Letter, all obligations for accrued but unused vacation of employees of Kognitiv Solutions and/or in respect of Transferred Employees and Terminated Employees through the Closing Date; (g) all obligations secured by a Lien, (h) all obligations that are not characterized as Current Liabilities, (i) all outstanding cheques that will ultimately be funded through line of credit or other borrowed money, (j) any off-balance sheet financing (but excluding operating leases), any accrued interest and prepayment premiums or penalties relating to any amount prepaid at or in connection with the Closing related to any of the foregoing, (k) any portion of accounts payable in excess of agreed-upon credit terms, (l) any unpaid portion of any prepaid expense, (m) any deferred revenue, (n) except as set out in Schedule 4.01(34) of the Disclosure Letter, all end-of-service and defined benefit obligations that have accrued to employees of Kognitiv Solutions or Transferred Employees and Terminated Employees through the Closing Date in connection with their employment prior to Closing pursuant to Statutory Plans, (o) all unutilized balances of customer advances involving an obligation to spend, and (p) all indebtedness of the type referred to in the foregoing clauses (a) through (o) guaranteed directly or indirectly in any manner by Kognitiv Solutions; except, that, Indebtedness shall not include: (i) endorsement of negotiable instruments for collection in the Ordinary Course of Business.

“**Laws**” means all laws, statutes, codes, ordinances, decrees, rules, standards, orders-in-council, regulations, by-laws, statutory rules, principles of law, published policies and guidelines (whether or not having the force of law), judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, statutory body, or self-regulatory authority (including stock exchanges or markets), and the term “**applicable**” with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.

“**Licensed Intellectual Property**” means all Intellectual Property used by the Subject Companies in connection with their Business except for the Owned Intellectual Property.

“**Lien**” means any encumbrance or interest against or in the Purchased Shares or assets of any kind whatsoever and includes a security interest, mortgage, lien, hypothec, pledge, assignment, charge, title retention agreement, non-disposal undertaking, option, trust or deemed trust (whether contractual, statutory or otherwise arising), licence and any covenant or other agreement, restriction or limitation relating to the Purchased Shares, assets or the transfer of the Purchased Shares to Purchaser pursuant to this Agreement.

“**Losses**” means all losses, liabilities, Claims, cause of actions, costs, damages, demands, judgments, awards, settlements, and expenses, whether or not arising out of Third Party Claims (including interest, penalties, fines, reasonable attorneys’, consultants’, experts’ and other professional advisors’ fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing); *provided*, that “**Losses**” shall not include any punitive damages, except to the extent actually awarded or paid in connection with a Third Party Claim.

“**Made Available**” means available in the *Firmex* virtual data room titled “Project Coppola” organized by the BDO or otherwise provided in writing to the Purchaser by the Parent.

“**Material Adverse Effect**” means any result, fact, change, occurrence, event or development that, individually or in the aggregate, materially and adversely affects, or could reasonably be expected to (a) materially and adversely affect, the ability of the Vendor, or Kognitiv Solutions, as applicable, to consummate the Transaction in a timely manner or to perform their respective obligations hereunder, or (b) have a material adverse effect on the business, properties, assets, results of operations or financial condition of Kognitiv Solutions or the Business taken as a whole. Notwithstanding the foregoing, solely for the purposes of the foregoing clause (b), none of the following, either alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, such a material adverse effect: any change, occurrence, event or development: (i) arising from general economic, political, financial, banking, credit or securities market conditions, including any disruption thereof and any interest or exchange rate fluctuations; (ii) arising from the announcement or performance of, or compliance with, or the public or industry knowledge of, this Agreement or the Transaction; (iii)(A) arising from any changes or changes in interpretation of accounting rules or (B) with respect to Kognitiv Solutions or the Vendor, arising out of, resulting from or attributable to any action required to be taken under any Applicable Law; (iv) arising from natural disasters, acts of terrorism or war (whether or not declared) or epidemics or pandemics or orders relating thereto; provided, however, that any change, occurrence, event or development referred to in clauses (i), (iii) or (iv) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent and only to the extent that such change, occurrence, event or development has a disproportionate effect on the Subject Companies compared to other participants in the industries in which the Subject Companies conduct their respective businesses.

“**Material Contracts**” means, collectively, (i) all Contracts material to the business of Kognitiv Solutions, and (ii) all Contracts material to the business of the Vendor forming part of the Purchased Assets.

“**Net Debt**” means the total Indebtedness, on a consolidated basis, reduced by the aggregate Cash and Cash Equivalents as at the Closing Time.

“**Net Working Capital**” means (a) the Current Assets, on a consolidated basis, as at the Closing Time, *minus* (b) the Current Liabilities, on a consolidated basis, as at the Closing Time, in each case in accordance with generally accepted accounting principles. For the avoidance of doubt, Net Working Capital shall not include any amounts of Net Debt.

“**Non-Solicitation Agreement**” means the Non-Solicitation and Non-Circumvention Agreement entered into between the Parent and the Purchaser on February 25, 2025, as amended March 31, 2025.

“**Non-Transferred Contracts**” means any Contracts that should have been transferred as part of the Pre-Closing Contract Transfer but have not been successfully transferred to the Purchaser or Kognitiv Solutions prior to Closing, including any such Contract requiring the consent of a counterparty that has not been obtained prior to the Closing.

“**Normalized Accounts Payable**” means any amounts owed to suppliers and/or vendors of the Subject Companies in the Ordinary Course of Business, in the month immediately prior to the Closing Date, for the ongoing supply of products or services to the Business.

“**Order**” means any order, judgment, writ, injunction, stipulation, award or decree.

“**Ordinary Course of Business**” means the ordinary and usual course of business of each of the Subject Companies, (a) consistent with prior practice; (b) without prejudice to the Transaction or the Kognitiv APA, and (c) without materially diminishing the value of the Subject Companies, its assets, businesses and securities, provided that (i) a series of related transactions which are individually in the Ordinary Course of Business, but which taken together are not in the Ordinary Course of Business shall not be deemed to be in the Ordinary Course of Business and (ii) actions or transactions not in compliance with Applicable Laws, regardless of such actions or transactions being consistent with prior practices, shall not be deemed to be in the Ordinary Course of Business.

“**Outside Date**” means May 31, 2025 or such later date agreed to by each of Vendor and Purchaser in writing.

“**Owned Intellectual Property**” means all Intellectual Property owned or purported to be owned by the Vendor in connection with the Business.

“**Parties**” means, collectively, Vendor and Purchaser and “**Party**” means any one of them.

“**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, limited liability company, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or entity however designated or constituted.

“**Personal Information**” means information in the possession or under the control of Vendor or Kognitiv Solutions about an identifiable individual.

“**Pre-Closing Employee Reorg**” has the meaning set forth in Section 7.01(10).

“Preliminary Closing Statement” has the meaning set out in Section 3.03.

“Pre-Closing Assumed Liabilities” means all accounts payable arising out of the Purchased Assets outstanding as at Closing, other than those accounts payable arising out of or relating to the Excluded Assets.

“Pre-Closing Kognitiv APA Assumed Liabilities” means the *Pre-Closing Assumed Liabilities*, as defined in the Kognitiv APA.

“Pre-Closing Contract Transfer” has the meaning set forth in Section 7.01(12).

“Pre-Closing Employee Reorg Documents” means all agreements relating to the Pre-Closing Employee Reorg, which shall include (a) evidence of payment of the applicable portion of the Termination Expenses to each of the Terminated Employees and the Transferred Employees, (b) duly executed releases signed by each Terminated Employee and Transferred Employee in favour of the applicable Subject Companies and/or any Affiliates thereof, and (c) copies of any employment and/or contractor agreements, which, as of the Closing Date, have been signed by any Transferred Employees in connection with the Pre-Closing Employee Reorg.

“Pre-Closing Period” has the meaning set forth in Section 7.01(2).

“Proposal Proceedings” has the meaning set forth in the preamble.

“Purchased Assets” means all of the Vendor’s right title and interest in and to the Owned Intellectual Property (including any intercompany licence agreement in respect of such Owned Intellectual Property) and any Licensed Intellectual Property, as more particularly set out in Schedule 1.01 of the Disclosure Letter, in each case, for greater certainty, excluding the Excluded Assets.

“Purchased Assets Indebtedness” means, without duplication, to the extent relating to the Purchased Assets: (a) indebtedness for borrowed money, including the principal, accrued interest and other payment obligations (including any prepayment premiums, penalties or termination fees payable as a result of the consummation of the Transaction) including as evidenced by bonds, debentures, notes or other similar instruments or debt securities; (b) obligations for the deferred purchase price of property or services (other than Current Liabilities taken into account in the calculation of Net Working Capital); (c) all obligations in respect of letters of credit, to the extent drawn, and bankers’ acceptances issued for the account of such Person (d) all obligations under leases which have been recorded as capital leases in accordance with such Subject Company’s past practice; (e) any liability for any and all amounts owed by Loyalty Solutions to any of its Affiliates; (f) except as set out in Schedule 4.01(34) of the Disclosure Letter, all obligations for accrued but unused vacation of employees of the Vendor and/or in respect of Transferred Employees and Terminated Employees through the Closing Date; (g) all obligations secured by a Lien, (h) all obligations that are not characterized as Current Liabilities, (i) all outstanding cheques that will ultimately be funded through line of credit or other borrowed money, (j) any off-balance sheet financing (but excluding operating leases), any accrued interest and prepayment premiums or penalties relating to any amount prepaid at or in connection with the Closing related to any of the foregoing, (k) any portion of accounts payable in excess of agreed-upon credit terms, (l) any unpaid portion of any prepaid expense, (m) any deferred revenue, (n) except as set out in Schedule 4.01(34) of the Disclosure Letter, all end-of-service and defined benefit obligations that have accrued to employees of the Vendor who are Transferred Employees and Terminated Employees through the Closing Date in connection with their employment prior to Closing pursuant to Statutory Plans, and (o) all unutilized balances of customer advances involving an obligation to spend, except, that, Indebtedness shall not include: (i) endorsement of negotiable instruments for collection in the Ordinary Course of Business.

“**Purchase Price Increase Amount**” means an amount to be mutually agreed upon by the Parties and set forth on the Preliminary Closing Statement in accordance with Section 3.03, provided that the total amount of the Purchase Price Increase Amount shall not exceed \$1,200,000.

“**Purchased Assets Purchase Price**” has the meaning set forth in Section 3.01(2).

“**Purchased Shares**” means all of the issued and outstanding securities in the capital of Kognitiv Solutions, being 100 common shares registered to and beneficially owned by the Vendor.

“**Purchaser**” has the meaning set forth in the preamble.

“**Purchaser Indemnitees**” has the meaning set forth in Section 5.01.

“**Related Person**” means any shareholder, current or former officer or director, or any Affiliate of the foregoing, or any Affiliate of any of the Subject Companies.

“**Release Date**” means, (a) for the Indemnification Escrow Fund, the date that is nine (9) months after the Closing Date; and (b) for the Churn Escrow Fund, the date that is six (6) months after the Closing Date.

“**Responsible Party**” has the meaning set out in Section 5.04.

“**Restrictive Covenant Agreement**” has the meaning set out in Section 8.01(6).

“**SaaS Business Balance Sheet**” has the meaning set out in Section 4.01(17)(v).

“**Sale Order**” has the meaning ascribed thereto in Kognitiv APA.

“**Secured Creditors**” means Guines LLC and Aimia, Inc. together with any Affiliates thereof to whom any guarantee and/or security was granted by any of the Subject Companies, as disclosed in Schedule 4.01(34) of the Disclosure Letter, and “**Secured Creditor**” means any one of them.

“**Shared Cora Supplier Contract**” has the meaning set out in Section 4.01(29).

“**Software**” means software, including all versions thereof, whether installed locally, on a local area network or delivered through the internet, and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, including any and all modifications, changes, release, versions, upgrades, updates or patches of any of the foregoing, and all other material related to such software.

“**Statutory Plans**” means benefit plans that Kognitiv Solutions is required by domestic or foreign statutes to participate in or contribute to in respect of an employee, director or officer of Kognitiv Solutions or any beneficiary or dependent thereof, including plans administered pursuant to applicable health, Tax, workplace safety insurance, federal or provincial pension plan, workers’ compensation and employment insurance legislation.

“**Subject Companies**” means each of the Vendor, Kognitiv Solutions, and Kognitiv LLC.

“**Tail Policies Requirement**” has the meaning set out in Section 7.01(8).

“Target Working Capital” shall mean \$1,068,000.

“Tax Returns” means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports, and information tax returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Taxing Authority with respect to any Taxes, together with all amendments and supplements thereto.

“Taxes” means taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Taxing Authority, including all interest, penalties, fines, additions to tax or other additional amounts in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, GST/HST, value added, consumption, sales, use, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and Canada, Ontario, and other government pension plan premiums or contributions, and **“Tax”** means any one of the Taxes.

“Taxing Authorities” means any Governmental Authorities responsible for the administration, imposition or collection of any Tax, and **“Taxing Authority”** means any one of the Taxing Authorities.

“Terminated Customer Contracts” means any customer Contracts of Kognitiv Solutions and any Kognitiv APA Purchased Contracts which, during the six (6) month period following Closing, have either been terminated by the applicable customer thereto or in respect of which a notice of termination from the applicable customer thereto has been received (in each case, other than due to, relating to or arising out of any act or omission by the Purchaser, and excluding any such Contract of Kognitiv Solutions or Kognitiv LLC transferred in any way to an Affiliate of the Purchaser).

“Terminated Customer Contracts Revenue” means, as of the date that is six (6) months after the Closing, the total of contractual annual recurring revenue calculated in reference to the trailing twelve (12) month period for that specific Terminated Customer Contract lost by (or, in the case of a Terminated Customer Contract in respect of which notice of termination from the customer has been received, to be lost by) the Purchaser in connection with the Terminated Customer Contracts, as mutually determined by the Purchaser and the Vendor, each acting reasonably, within 10 days following the date that is six (6) months after the Closing, pursuant to a good faith calculation to be delivered to the Proposal Trustee.

“Terminated Employees” has the meaning set out in Section 7.01(10).

“Termination Expenses” means the total amounts paid to the Terminated Employees and the Transferred Employees in connection with the termination of their employment during the Pre-Closing Period or in conjunction with Closing in accordance with the terms of Section 7.01(10), including any severance or termination pay obligations paid to such Terminated Employees and Transferred Employees.

“Third Party Claim” means any Claim asserted against a Purchaser Indemnitee or a Vendor Indemnitee, as applicable, by any Person who is not a Party or an Affiliate of a Party.

“Transaction” means the sale of the Purchased Shares and the Purchased Assets by the Vendor to Purchaser in accordance with the terms of this Agreement.

“Transfer Taxes” has the meaning set out in Section 3.11.

“**Transferred Employees**” has the meaning set out in Section 7.01(10).

“**Undisclosed Supplier Contracts**” means any Contracts of the Subject Companies that were entered into on or prior to the date of this Agreement with suppliers that were not included in the list of suppliers Made Available to the Purchaser in accordance with Section 4.01(31), and for which the associated costs, liabilities, or obligations are not accounted for or properly reflected in the Books and Records.

“**Vendor**” has the meaning set out in the preamble.

“**Vendor Indemnitees**” has the meaning set out in Section 5.02.

“**Working Capital Overage**” shall mean the amount by which the Net Working Capital exceeds the Target Working Capital, where applicable.

“**Working Capital Underage**” shall mean the amount by which the Target Working Capital exceeds the Net Working Capital, where applicable.

1.02 Headings, etc.

The division of this Agreement into Articles and Sections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles, Sections and Schedules to this Agreement.

1.03 Extended Meanings

In this Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders. The term “including” means “including, without limitation,” and such terms as “includes” have similar meanings and the term “third party” means any other person other than Vendor or Purchaser, or any Affiliates thereof.

1.04 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.05 Currency

All references to currency herein are to lawful money of Canada unless otherwise expressly provided.

1.06 Schedules

All Schedules shall form part of this Agreement.

1.07 Non-Business Days

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

1.08 Time Periods

Unless otherwise specified, time periods shall be calculated by excluding the day on which the period commences and including the day on which the period ends.

1.09 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof so long as the economic or legal substance of the Transaction is not affected in any manner materially adverse to any Party. Upon such a determination of invalidity or unenforceability, the Parties shall negotiate to modify this Agreement in good faith so as to affect the original intent of the Parties as closely as possible in an acceptable manner so that the Transaction be consummated as originally contemplated to the fullest extent possible.

Article 2 – PURCHASE AND SALE

2.01 Purchase and Sale

Subject to the terms and conditions of this Agreement, the Vendor hereby agrees to sell, assign and transfer to Purchaser, and Purchaser hereby agrees to purchase from Vendor on the Closing Date, effective on and as of the Closing Time, the Purchased Assets and the Assumed Liabilities, and the Purchased Shares, in each case free and clear of all Liens.

2.02 Assumed Liabilities

On the Closing Date, on and subject to the terms and conditions of this Agreement, the Purchaser will pay when due, assume, perform and discharge the Assumed Liabilities.

2.03 Excluded Assets

The Parties acknowledge and agree that the Purchaser is not acquiring the right or benefit to the Excluded Assets and hereby expressly disclaims any interest therein. Accordingly, and notwithstanding any representation or warranty in this Agreement to the contrary, the Purchaser acknowledges and agrees that:

- (1) the Purchaser shall use best efforts in co-operation with the Vendor or its nominee, to take all necessary action and do all such things as are necessary in order to pay, deliver, or otherwise convey to the Vendor all right, title and interest in and to the Excluded Assets; and
- (2) pending the effective transfer of the Excluded Assets, the Purchaser shall hold all rights or entitlements that the Purchaser has in those Excluded Assets in trust for the exclusive benefit of the Vendor.

The Purchaser does not assume any of the Excluded Liabilities and, as between the Parties, the Excluded Liabilities will remain the sole responsibility of the Vendor and will not form part of the Assumed Liabilities.

Article 3 – PURCHASE PRICE

3.01 Purchase Price

- (1) The purchase price payable by Purchaser to the Vendor in consideration of the Purchased Shares, the Purchased Assets and the Kognitiv APA Purchased Assets shall be an aggregate amount equal to the Base Acquisition Price, as adjusted in accordance with the terms of this Agreement.
- (2) The purchase price payable by Purchaser to the Vendor under this Agreement in consideration of the Purchased Shares and the Purchased Assets shall be an amount equal to 28% of the Base Acquisition Price, 64.3% of which shall be allocated to the Purchased Assets (as adjusted in accordance with the terms of this Agreement, the “**Purchased Assets Purchase Price**”), and 34.7% of which shall be allocated to the Purchased Shares, in each case as adjusted in accordance with the terms of this Agreement.

3.02 Deposit

The Parties acknowledge that the Purchaser has paid a deposit in the amount of \$1,250,000 (the “**Deposit**”) to BDO. During the Pre-Closing Period, promptly after the Escrow Agent has been engaged, the Purchaser and the Vendor shall, and the Vendor shall cause the Parent to, instruct BDO to remit the Deposit to the Escrow Agent. The Deposit shall be held in the Escrow Agent’s trust account and applied to reduce the outstanding balance of the Estimated Closing Purchase Price to be paid at Closing.

3.03 Preliminary Closing Statement

No less than two (2) Business Days prior to the Closing Date, the Purchaser shall cause its third party financial advisor to prepare and deliver to the Vendor a good faith calculation (the “**Preliminary Closing Statement**”) of: (a) the amount of Net Debt (based on the SaaS Business Balance Sheet) (the “**Estimated Net Debt**”), (b) the amount of Net Working Capital (based on the SaaS Business Balance Sheet) (the “**Estimated Net Working Capital**”) and the resulting Estimated Working Capital Overage or Estimated Working Capital Underage, as applicable, (c) the Purchase Price Increase Amount, and (d) using the amounts referred to in clauses (a) through (c), a calculation of the Estimated Closing Purchase Price. The Preliminary Closing Statement, and each element of the Preliminary Closing Statement, shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by reasonable supporting detail.

3.04 Satisfaction of Estimated Closing Purchase Price

The Purchaser shall satisfy the Estimated Closing Purchase Price at the Closing Time by payment by wire transfer of immediately available funds, certified cheque, bank draft or money order, of the following amounts, as follows:

- (1) \$250,000 (the “**Adjustment Escrow Amount**”) to the Escrow Agent, on behalf of the Vendor, which amount shall be deposited into a segregated account established and maintained by the Escrow Agent to be released by the Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Agreement;
- (2) \$500,000 (the “**Indemnification Escrow Amount**”) to the Escrow Agent, on behalf of the Vendor, which amount shall be deposited into a segregated account established and maintained by the Escrow Agent to be released by the Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Agreement;
- (3) \$3,650,000 (the “**Churn Escrow Amount**”) to the Escrow Agent, on behalf of the Vendor, which amount shall be deposited into a segregated account established and maintained by

the Escrow Agent to be released by the Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Agreement;

- (4) the amount of the Kognitiv APA Purchase Price, to Kognitiv LLC in accordance with and subject to the terms of the Kognitiv APA; and
- (5) the remainder of the Estimated Closing Purchase Price, after taking into account the payment of the Deposit, the Adjustment Escrow Amount, the Indemnification Escrow Amount, the Churn Escrow Amount and the Kognitiv APA Purchase Price, to the Vendor.

3.05 Determination of the Final Closing Purchase Price

- (1) Within thirty (30) days after the Closing Date, the Purchaser shall cause its third party financial advisor to prepare and deliver to the Vendor a good faith calculation (the “**Closing Statement**”) of: (a) the amount of Net Debt, (b) the amount of Net Working Capital and the resulting Working Capital Overage or Working Capital Underage, as applicable, and (c) using the amounts referred to in clauses (a) and (b), a calculation of the Closing Purchase Price. The Closing Statement, and each element of the Closing Statement, shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by reasonable supporting detail.
- (2) The Vendor shall have until thirty (30) days following its receipt of the Closing Statement (the “**Dispute Notification Period**”) to review the Closing Statement. During the Dispute Notification Period, the Vendor and the Vendor’s accountant shall have full access to the work papers prepared by, the Purchaser or the Purchaser’s third party financial advisor, or both, to the extent that they relate to the Closing Statement and to such historical financial information (to the extent in the Purchaser's possession) relating to the Closing Statement as the Vendor may reasonably request for the purpose of reviewing the Closing Statement and to prepare a Dispute Notice (defined below). Unless the Vendor notifies the Purchaser in writing (the “**Dispute Notice**”) prior to the expiry of the Dispute Notification Period of any objections thereto (specifying in reasonable detail the statement so disputed together with the basis for such dispute), the Closing Statement (or any item in the Closing Statement not expressly disputed in writing by the Vendor during the Dispute Notification Period) shall be final, binding and conclusive on all Parties. If the Vendor timely delivers a Dispute Notice, the Purchaser and the Vendor shall attempt in good faith to reach an agreement as to the matter(s) in dispute. If the Parties fail to resolve such dispute within ten (10) Business Days after receipt of the Dispute Notice (or such longer period mutually agreed to by the Purchaser and the Vendor), then any such disputed matter shall be submitted to and determined by an independent, nationally recognized Canadian chartered professional accounting firm mutually agreed upon by the Purchaser and the Vendor (an “**Independent Accounting Firm**”). The Independent Accounting Firm shall be given reasonable access to all relevant records of the Subject Companies, and the Parties shall use their commercially reasonable best efforts to cause and assist the Independent Accounting Firm to resolve the dispute within twenty (20) Business Days of the engagement of the Independent Accounting Firm. The Independent Accounting Firm shall address only those items properly disputed under the Dispute Notice. The fees and expenses of the Independent Accounting Firm shall be equitably apportioned by such Independent Accounting Firm based on the extent to which the Purchaser or the Vendor are determined to be the prevailing party. The Closing Statement properly disputed hereunder shall, after resolution of such dispute pursuant to this Section 3.05(2), be final, binding and conclusive on all Parties. The calculation of the Closing Purchase Price, as

finally resolved and determined pursuant to this Section 3.05(2), shall be referred to herein as the “**Final Closing Purchase Price**”.

3.06 Adjustment to Estimated Closing Purchase Price

- (1) If the Final Closing Purchase Price is greater than the Estimated Closing Purchase Price, then (A) the Purchaser shall pay, or cause to be paid, an aggregate amount equal to such excess within five (5) Business Days of the final determination of such excess amount to the Vendor, by wire transfer of immediately available funds, certified cheque, bank draft or money order, and (B) the Escrow Agent shall release the Adjustment Escrow Amount to the Vendor from the Adjustment Escrow Fund within five (5) Business Days of the final determination of the Final Closing Purchase Price in accordance with the terms of the Escrow Agreement.
- (2) If the Final Closing Purchase Price is less than the Estimated Closing Purchase Price (“**Final Purchase Price Shortfall**”), then the Escrow Agent shall release an aggregate amount equal to such Final Purchase Price Shortfall to the Purchaser from the Adjustment Escrow Fund, and shall release the remainder, if any, of the Adjustment Escrow Fund to the Vendor, in each case within five (5) Business Days of the determination of the Final Closing Purchase Price and in accordance with the terms of the Escrow Agreement; *provided*, that if the aggregate amount of such Final Purchase Price Shortfall exceeds the Adjustment Escrow Fund, then, Purchaser, in its sole discretion, shall deliver notice to the Escrow Agent to release such shortfall amount to the Purchaser from the Indemnification Escrow Fund and/or the Churn Escrow Fund in accordance with the terms of the Escrow Agreement.

3.07 Escrow Funds

At the Closing, in accordance with the terms of the Escrow Agreement, the Adjustment Escrow Amount, the Indemnification Escrow Amount, and the Churn Escrow Amount shall each be deposited into a segregated account with the Escrow Agent for the purpose of funding the Vendor’s obligations pursuant to the following:

- (1) with respect to the Adjustment Escrow Fund, pursuant to Section 3.06(2) (*Adjustment to Closing Price*); and
- (2) with respect to the Indemnification Escrow Fund and the Churn Escrow Fund, subject to Section 5.03(1), pursuant to Section 5.01 (*Indemnification by the Vendor*).

3.08 Escrow Release Terms

Pursuant to the terms of the Escrow Agreement:

- (1) all funds remaining in the Adjustment Escrow Fund shall be released by the Escrow Agent for distribution upon final determination of the Final Closing Purchase Price in accordance with Section 3.05(2), and
- (2) all funds remaining in the Indemnification Escrow Fund, and/or the Churn Escrow Fund, as applicable, in each case net of funds equal to the amount of pending Losses pursuant to Section 5.01 asserted prior to the applicable Release Date, if any, shall be released by the Escrow Agent for distribution to the Vendor no later than five (5) Business Days following

the applicable Release Date pursuant to joint written instructions, instructing the Escrow Agent to release the Indemnification Escrow Fund and/or the Churn Escrow Fund, as applicable, to the Vendor, and as each pending Loss is finally determined, the excess amount of the corresponding reserve over the amount of the resolved Loss shall be released by the Escrow Agent for distribution to the Vendor pursuant to joint written instructions, instructing the Escrow Agent to release such excess funds to the Vendor.

3.09 Allocation of Purchase Price to Purchased Assets

- (1) The Purchased Assets Purchase Price shall be allocated among the Purchased Assets in the manner to be determined and agreed upon by the Parties in writing, each acting reasonably, at least three (3) Business Days prior to the Closing. The Purchaser and the Vendor shall report an allocation of the Purchase Price among the Purchased Assets in a manner entirely consistent with the agreed upon allocation referred to above and shall not take any position inconsistent therewith in the preparation of financial statements, the filing of any Tax Returns or in the course of any audit by any Governmental Authority, Tax review or Tax proceeding relating to any Tax Returns. If any Governmental Authority does not agree with that allocation, the Purchaser and the Vendor shall use their best efforts (which is not to be construed as requiring the Purchaser or the Vendor to commence or participate in any litigation or administrative process challenging the determination of any Governmental Authority) to agree on a different allocation acceptable to that Governmental Authority, and the Purchaser and the Vendor shall amend the original allocation and the relevant Tax Returns accordingly.
- (2) The Kognitiv APA Purchase Price shall be allocated among the Kognitiv APA Purchased Assets in the manner to be determined and agreed upon by the Parties in writing, each acting reasonably, at least three (3) Business Days prior to the Closing. The Purchaser shall, and the Vendor shall cause Kognitiv LLC to, report an allocation of the Kognitiv APA Purchase Price among the Kognitiv APA Purchased Assets in a manner entirely consistent with the agreed upon allocation referred to above and shall not take any position inconsistent therewith in the preparation of financial statements, the filing of any Tax Returns or in the course of any audit by any Governmental Authority, Tax review or Tax proceeding relating to any Tax Returns. If any Governmental Authority does not agree with that allocation, the Purchaser shall, and the Vendor shall cause Kognitiv LLC to, use their best efforts (which is not to be construed as requiring the Purchaser, the Vendor or Kognitiv LLC to commence or participate in any litigation or administrative process challenging the determination of any Governmental Authority) to agree on a different allocation acceptable to that Governmental Authority, and the Purchaser shall, and the Vendor shall cause Kognitiv LLC to, amend the original allocation and the relevant Tax Returns accordingly.

3.10 Kognitiv APA Purchase Price

For greater certainty, the amount of the Kognitiv APA Purchase Price forms a part of the Base Acquisition Price, and any adjustment to the Base Acquisition Price pursuant to the terms of this Agreement shall also be deemed a corresponding pro rata adjustment to the Kognitiv APA Purchase Price, based on the share of the Kognitiv APA Purchase Price forming part of the Base Acquisition Price.

3.11 Transfer Taxes

The Purchased Assets Purchase Price is inclusive of any applicable sales, value-added, use, transfer, land transfer or other similar Taxes (“**Transfer Taxes**”). The Vendor shall be responsible for paying any Transfer Taxes applicable to the purchase and sale of the Purchased Assets under this Agreement.

Article 4 - REPRESENTATIONS AND WARRANTIES

4.01 Representations and Warranties of the Vendor and Regarding the Purchased Assets and Kognitiv Solutions

The Vendor represents and warrants to Purchaser and acknowledges that Purchaser is relying upon the following representations and warranties in connection with the Transaction:

- (1) *Due Authorization and Enforceability* – The Vendor has the power, authority and right to enter into and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Vendor of its obligations under this Agreement, and the consummation by Vendor of the Transaction, has been duly authorized and approved by all required action on the part of Vendor. This Agreement constitutes a valid and legally binding obligation of the Vendor, enforceable against it in accordance with its terms.
- (2) *Corporate Power* - The Vendor has all necessary corporate power and authority to own or lease its assets and to carry on its Business as now being conducted or proposed to be conducted.
- (3) *Title to Purchased Assets* - The Vendor has good title to the Purchased Assets (and in the case of leased assets, good leasehold title), which, at Closing, will be free and clear of all Liens.
- (4) *No Conflict* - The execution by the Vendor of this Agreement and the consummation of the Transaction:
 - (i) does not and will not (or would not with the giving of notice, the lapse of time or both, or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of the organizational documents of the Vendor or Kognitiv Solutions;
 - (ii) does not and will not (or would not with the giving of notice, the lapse of time or both, or the happening of any other event or condition) constitute or result in a breach or violation of, or conflict with, or allow any Person to exercise any rights under, or give any Person a basis for accelerated or increased rights of termination or non-performance under, any Material Contract;
 - (iii) does not and will not result in the violation of any Law or Order;
 - (iv) does not and will not result in a breach of, or cause the termination or revocation of, any permit held by Kognitiv Solutions or forming part of the Purchased Assets; and
 - (v) does not and will not result in the creation or imposition of any Liens upon the Purchased Assets or any property or asset of Kognitiv Solutions.

- (5) *Capitalization* - There are no (a) outstanding equity interests of Kognitiv Solutions other than the Purchased Shares; (b) outstanding securities convertible or exchangeable into equity interests of Kognitiv Solutions; (c) options, warrants, calls, subscriptions or other rights, agreements or commitments obligating Kognitiv Solutions to issue, transfer or sell any shares of its capital stock; or (d) voting trusts or other agreements or understandings to which Kognitiv Solutions is a party or by which Kognitiv Solutions is bound with respect to the voting, transfer or other disposition of its equity interests, including the Purchased Shares. The Purchased Shares are owned by the Vendor.
- (6) *Title* - The Vendor is the sole shareholder of Kognitiv Solutions and has good title to the Purchased Shares.
- (7) *Other Interests* – Kognitiv Solutions does not own or hold, directly or indirectly, any equity interests in any Person. Kognitiv Solutions is not a participant in any joint venture, partnership or similar arrangement.
- (8) *Shareholders Agreements* – At the Closing Time, there shall be no shareholders agreements or other agreements or understandings in effect with respect to the voting or transfer of any of the securities of Kognitiv Solutions, including any right of first refusal, right of first offer, proxy, voting agreement, voting trust, registration rights agreement, governance agreement, management rights agreement, nomination agreement or security holders agreement.
- (9) *No Options* - At the Closing Time, no Person shall have any written Contract that is binding on and enforceable against Kognitiv Solutions or any right or privilege in writing capable of becoming a Contract that will be binding on and enforceable against Kognitiv Solutions, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any issued or un-issued equity interests of Kognitiv Solutions, in each case, that has not been irrevocably waived.
- (10) *Bankruptcy* - Neither Kognitiv Solutions nor the Vendor is the subject of any actual or threatened bankruptcy, insolvency, or similar proceedings under the *Bankruptcy and Insolvency Act* (Canada) or other similar Applicable Law (including, the United States Bankruptcy Code). Neither the Vendor nor Kognitiv Solutions have initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding-up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of any Subject Company or any of their undertakings, property or assets and no execution or distress has been levied on any of their undertakings, property or assets, nor have any Proceedings been commenced in connection with any of the foregoing.
- (11) *Conduct of Business* – The Subject Companies are not conducting, and have not since their inception, conducted their Business in violation of any Applicable Laws in any material respect. To the knowledge of the Vendor, none of the Subject Companies have received any written communication alleging any non-compliance with any Applicable Laws in any material respect.
- (12) *Recitals* - The recitals set forth at the beginning of this Agreement are accurate and complete in all material respects as of the date of this Agreement and fairly describe the facts and circumstances leading to the execution of this Agreement.

- (13) *Litigation* – There are no legal actions, criminal proceedings, suits, litigations, prosecutions, investigation, administrative or judicial enquiries, or arbitrations (collectively, “**Proceedings**”) pending or outstanding or, to the Vendor’s knowledge, threatened which could affect the Purchased Shares, the Purchased Assets, the Kognitiv APA Purchased Assets, Kognitiv Solutions or the Vendor’s ability to perform its obligations under this Agreement. To the Vendor’s knowledge, there is not any factual or legal basis on which any such Proceeding might be commenced with any reasonable likelihood of success.
- (14) *Organization and Good Standing* - Kognitiv Solutions is duly formed, incorporated and/or organized, and is validly subsisting, under the laws of the jurisdiction of its formation. Kognitiv Solutions is duly registered, licensed or qualified in any other jurisdictions in which the nature of its Business or its assets requires it to be registered, except where the failure to be so registered would not, cause to it a Material Adverse Effect. Each Subject Company has made available to the Purchaser true, accurate and complete copies of its constating documents, and each as so delivered is in full force and effect. The Subject Companies are not in violation of any of the provisions contained in their constating documents in any material respect.
- (15) *Corporate Power* - Kognitiv Solutions has all necessary corporate power and authority to own or lease its assets and to carry on its Business as now being conducted or proposed to be conducted.
- (16) *Sufficiency of Assets* - The Business of each Subject Company is the only material business operation carried on by such Subject Company. The assets, properties and rights of Kognitiv Solutions, and the Purchased Assets with respect to the Business of the Vendor, and Kognitiv APA Purchased Assets with respect to the Business of Kognitiv LLC constitute all the assets, properties and rights necessary and sufficient to permit the continued operation of their respective Business after the Closing in the same manner in all material respects as it has been conducted in the Ordinary Course of Business.
- (17) *Financial Statements*
- (i) The Vendor has Made Available to the Purchaser true, accurate and complete copies of the pro forma financial statements of the Subject Companies as at and for the financial year ended December 31, 2024 consisting of the pro forma balance sheet, and pro forma statement of income (the “**Financial Statements**”).
 - (ii) The Financial Statements have been prepared in accordance with IFRS, applied on a basis consistent with that of the preceding period, except for the absence of notes and in the case of any interim period Financial Statements, the absence of normal period-end adjustments (none of which are material, individually or in the aggregate).
 - (iii) The Financial Statements present fairly in all material respects the financial position of the Subject Companies as of the dates or periods set forth therein, and the balance sheets, income statements, included therein present fairly the financial condition of the Subject Companies, the results of the operations of the Subject Companies, as at the dates thereof and for the periods covered thereby.

- (iv) The Subject Companies maintain their Books and Records and have systems of internal accounting controls sufficient to provide reasonable assurances that assets, liabilities and transactions are recorded so as to permit preparation of financial statements in accordance with IFRS. The Financial Statements were prepared from, and are consistent with, the accounting records of the Subject Companies.
 - (v) Schedule 4.01(17)(v) of the Disclosure Letters sets forth a copy of the carved-out pro forma balance sheet of the Business of the Subject Companies as at December 31, 2024 (the “**SaaS Business Balance Sheet**”). The SaaS Business Balance Sheet presents fairly in all material respects the financial position and performance of the Business of the Subject Companies as of the date or period set forth therein and on a continuing basis.
- (18) *Books and Records* – The Vendor has Made Available to the Purchaser all of the material Books and Records. The Books and Records are not recorded, stored, maintained, operated or otherwise dependent on or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which are not or will not be available to the Purchaser in the Ordinary Course of Business after Closing.
- (19) *Undisclosed Liabilities* – Each of the Vendor and Kognitiv Solutions has no material liabilities or obligations, whether accrued, absolute, contingent or otherwise, that are not reflected or reserved against in the Financial Statements, other than liabilities and obligations incurred after the date of the most recent Financial Statements in the Ordinary Course of Business.
- (20) *Leased Property* – Kognitiv Solutions does not own, nor has owned, any interest in any real property.
- (21) *Personal Property* – The Vendor has Made Available to the Purchaser a true, accurate and complete list of each item of machinery, equipment, furniture, motor vehicles and other personal property owned or leased by each of Kognitiv Solutions and Kognitiv LLC (including those in possession of third parties) that are material to the Business of Kognitiv Solutions and Kognitiv LLC.
- (22) *Accounts Receivable.*
- (i) All Accounts Receivable shown on the financial Books and Records are *bona fide*, are not subject to set-offs or counterclaims, and have been incurred in the Ordinary Course of Business in all material respects. To the knowledge of the Vendor, there is no fact or event which would reasonably be expected to result in a material increase in the uncollectibility of such Accounts Receivable, in the aggregate, in excess of such allowance.
 - (ii) All portions of Accounts Receivable owing by Al Meera Consumer Goods Company (Q.P.S.C.) which are not considered Aged Accounts Receivable, as set forth in Schedule 4.01(22)(ii) of the Disclosure Letter (the “**Al-Meera Receivables**”), are fully recoverable in accordance with the terms of the applicable Contracts and, to the knowledge of the Vendor, there is no fact or event which would reasonably be expected to impair or affect the ability to collect the Al-Meera Receivables. Al-Meera Receivables are not subject to any set-offs, counterclaims, or adjustments.

(23) *Intellectual Property*

- (i) The Vendor has Made Available to the Purchaser a true, complete and accurate list of all Owned Intellectual Property that results from an application, registration or issuance with a Governmental Authority, and all Contracts that comprise or relate to such Owned Intellectual Property (other than non-exclusive customer end user licenses or distributor licenses entered into in the Ordinary Course of Business).
- (ii) The Purchased Assets constitute all of the Business Intellectual Property. No Subject Company other than the Vendor owns or purports to own any Intellectual Property.
- (iii) The Vendor holds the entire right, title and interest in and to all of the Owned Intellectual Property, free of all Liens. The Owned Intellectual Property is valid and the rights of the Vendor as applicable in the Owned Intellectual Property are enforceable.
- (iv) Other than commercially available “off the shelf” Software, the Subject Companies do not have any Licensed Intellectual Property and are not a party to any Contract to pay any royalty or other fee to use any Intellectual Property.
- (v) The Vendor has Made Available to the Purchaser a true, complete and accurate list of all Company Products, including any product or service currently under design or development. The Business Intellectual Property is all of the Intellectual Property used or required for the proper carrying on of the Business in the manner presently conducted by the Subject Companies and as currently proposed to be conducted. No Business Intellectual Property or Company Product is subject to any outstanding Order or Contract or subject to any Proceeding materially restricting the transfer, use, enforcement or licensing thereof by the Subject Companies in the operation of the Business. The Purchaser will have the valid, sufficient and enforceable right and authority to use after the Closing Time the Business Intellectual Property and to make, market, distribute, import, license and sell the Company Products in connection with the conduct of the Business in the manner presently conducted by the Subject Companies and as currently proposed to be conducted. The execution and delivery of this Agreement and the consummation of the Transaction will not breach, violate or conflict with any Contract governing any Business Intellectual Property or Company Product, and will not cause the forfeiture or termination of any Business Intellectual Property or in any way limit, restrict, prohibit or result in the loss of the right to use, sell, license or dispose of or to bring any action for the infringement of any Business Intellectual Property or Company Product (or any portion thereof).
- (vi) To the knowledge of the Vendor, neither the use of the Business Intellectual Property nor the conduct of the Business, including the manufacture, marketing, distribution, importation, licensing or selling of any Company Product, is infringing or has infringed the Intellectual Property of any other Person. Except as disclosed in Schedule 4.01(23)(vi) of the Disclosure Letter, the Subject Companies have not received any notice, claim, invitation to license or similar communication alleging that the use of the Business Intellectual Property or the conduct of the Business, including the manufacture, marketing, distribution, importation, licensing or selling of any Company Product, infringes any Intellectual Property

of any other Person, and no Proceedings have been instituted or are pending or, to the knowledge of the Vendor, threatened, alleging any such infringement.

- (vii) There are no pending or, to the knowledge of the Vendor, threatened Claims or Proceedings contesting the validity, ownership or right to use, sell, license or dispose of any of the Business Intellectual Property or Company Product and, to the knowledge of the Vendor, there is no basis for any of those Claims or Proceedings.
- (viii) To the knowledge of the Vendor, since June 18, 2020, all current and former employees, independent contractors, consultants, subcontractors and service providers of the Subject Companies who have or are contributing to the creation or development of any material Intellectual Property or material Company Product for or on behalf of the Subject Companies have entered into agreements with a Subject Company, as applicable, that includes: (i) confidentiality obligations in favor of the Subject Companies; (ii) a present assignment to the Subject Companies of all right, title and interest in and to all Intellectual Property created or developed by such Person in the scope of such Person's employment by or engagement with the Subject Companies; and (iii) a waiver of any and all moral rights and other non-assignable rights (to the extent possible under Applicable Law but only in the event that such moral rights or other non-assignable rights were not assigned to the Subject Companies) such Person may possess in such Intellectual Property (collectively, the "**Invention Assignment Agreements**"). No Person who has executed an Invention Assignment Agreement is in default or breach of such Invention Assignment Agreement and all such Persons are in compliance with the terms of the Invention Assignment Agreement. To the knowledge of the Vendor, no current or former employee, contractor, consultant, subcontractor nor service provider has made nor asserted any claim or right, title or interest in any Owned Intellectual Property.

(24) *Internal IT Systems*

- (i) All Internal IT Systems (A) are, to the knowledge of the Vendor, fully functional and operate and run in a reasonable and efficient business manner and (B) are sufficient, in all material respects, for the current and currently contemplated needs, immediately following the Closing, of the Business. Each of the Subject Companies has taken commercially reasonable steps to safeguard the internal and external integrity and security of the Internal IT Systems and the data that such Internal IT Systems contain (including the data of its customers). There has never been any failure with respect to any Internal IT Systems that has had a material effect on the operations of any Subject Companies and, to the knowledge of the Vendor, there has never been any unauthorized access to or use of any Internal IT Systems (or any Software, information or data stored thereon). The consummation of the Transaction, and the transaction under Kognitiv APA, will not impair or interrupt the right of Kognitiv Solutions to access and use any material portion of the Internal IT Systems.
- (ii) To the knowledge of the Vendor, none of the Internal IT Systems (A) contains any undisclosed program routine, device or other feature, including viruses, worms, bugs, time locks, Trojan horses or back doors, in each case that is designed to delete, disable, deactivate, interfere with or otherwise harm such Internal IT

Systems, or any virus or other intentionally created, undocumented contaminant that may, or may be used to, access, modify, delete, damage or disable any hardware, system or data or (B) contains any bug, defect, or error (including any bug, defect, or error relating to or resulting from the display, manipulation, processing, storage, transmission, or use of data) that materially and adversely affects the use, functionality, or performance of such Internal IT Systems or (C) fails to comply with any applicable warranty, terms of use or other contractual commitment relating to the use, functionality, or performance of such Internal IT Systems.

- (25) *Related Party Transactions* - Except as disclosed in 4.01(25) of the Disclosure Letter, no Related Person (a) owes any amount to, or is owed any amount by, Kognitiv Solutions nor has Kognitiv Solutions committed to make any loan or extend or guarantee credit to or for the benefit of, any Related Person, (b) is involved in any business arrangement or other relationship with Kognitiv Solutions, (c) owns any property or right, tangible or intangible, that is used by Kognitiv Solutions, (d) has any claim or cause of action against Kognitiv Solutions, or (e) to the knowledge of the Vendor, owns any interest (other than ownership of less than five percent (5%) of the issued and outstanding equity interests of a company that is publicly traded) in, controls or is a director, officer, employee or partner of, consultant or lender to or borrower from, or has the right to participate in the profits of, any Person that is a direct competitor, supplier, customer, landlord, tenant, creditor or debtor of Kognitiv Solutions.
- (26) *Legal Proceedings* – There are no Proceedings pending or, to the best of the Vendor’s knowledge, threatened in writing against the Vendor in relation to the Subject Companies. Other than the Proposal Proceedings and the Chapter 11 Case, the Subject Companies are not involved in, whether as claimant or defendant or otherwise, in any nor is any Proceeding threatened in writing by or against the Subject Companies, their Business or their assets. To the knowledge of the Vendor, there are no facts or circumstances that are likely to give rise to any Proceedings against the Vendor in relation to the Subject Companies or against the Subject Companies that may have a Material Adverse Effect. Further, other than in connection with the Proposal Proceedings, there are no judgments or outstanding notices, orders, injunctions, decrees, stipulations or awards (whether rendered by a court or administrative agency, or by arbitration) against the Subject Companies that would reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.
- (27) *Taxes*
- (i) Kognitiv Solutions has duly and timely filed, or caused to be duly and timely filed, all Tax Returns required to be filed by it. Each such Tax Return has been prepared in compliance with all Applicable Laws, and all such Tax Returns (including information provided therewith or with respect thereto) are accurate and complete in all material respects. All Taxes due and payable by Kognitiv Solutions have been timely paid in full (whether or not shown or required to be shown on any Tax Return).
 - (ii) Kognitiv Solutions is not subject to any current, or, to the knowledge of the Vendor, pending, proposed or threatened Tax audit or examination, Tax claim or Tax proceeding. To the knowledge of the Vendor, Kognitiv Solutions has not received from any Taxing Authority any notice of deficiency or proposed

adjustment for any amount of Tax proposed, asserted, or assessed against it. Kognitiv Solutions is not negotiating any final or draft assessment or reassessment in respect of Taxes with any Taxing Authority.

- (iii) There are no Liens for Taxes (other than statutory Liens for Taxes not yet due and payable) upon any of the assets of any of the Subject Companies. No Governmental Authority has notified the Vendor or, to the knowledge of the Vendor, any Subject Company in writing that it is in the process of imposing any Lien for Taxes on the assets of the Subject Companies.
- (iv) There are not currently in force any waivers or agreements binding upon Kognitiv Solutions for the extension of time or statute of limitations within which to file any Tax Return or for the assessment or payment of any Tax for any taxable period, and no request for any such waiver or extension is currently pending.
- (v) Kognitiv Solutions has deducted, withheld and timely paid to the appropriate Governmental Authority all Taxes required by Law to be deducted, withheld or paid by it in connection with amounts paid or owing to, or allocated to, any employee, independent contractor, creditor, owner, equityholder, member or other third party, and Kognitiv Solutions has timely and accurately complied with all reporting and record keeping requirements related thereto, including filing of Forms W-2 and 1099 (or other applicable forms).
- (vi) The Vendor has Made Available to the Purchaser correct and complete copies of all income Tax Returns and any other material Tax Returns of each of the Subject Companies filed within the three (3) years preceding the Closing Date, and all audit reports and statements of deficiencies assessed against or agreed to by any Subject Company within the three (3) years preceding the Closing Date.
- (vii) None of the Subject Companies is a party to or bound by any Tax allocation or Tax sharing agreement (other than any such agreement the principal purpose of which is unrelated to Taxes) or any “gain recognition agreement” under Section 367 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law).
- (viii) Kognitiv Solutions will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date, (iii) “closing agreement” as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax Law) executed on or prior to the Closing Date, (iv) installment sale or open transaction disposition made on or prior to the Closing Date, or (v) prepaid amount received or deferred revenue accrued on or prior to the Closing Date.
- (ix) To the knowledge of the Vendor, Kognitiv Solutions is not, nor has it ever been, a party to any “reportable transaction,” as defined in Section 6707A(c)(2) of the Code and Treasury Regulation Section 1.6011-4(b) or any similar provision of applicable state, local or non-U.S. Law.

- (x) Kognitiv Solutions is not subject to Tax in any jurisdiction outside its country of incorporation by virtue of having a branch, permanent establishment, nexus, place of business or other taxable presence.
 - (xi) Kognitiv Solutions has properly collected and remitted sales and similar Taxes with respect to sales made to its customers or has properly received and retained any appropriate tax exemption certificates and other documentation for all sales made without charging or remitting sales or similar Taxes that qualify such sales as exempt from sales and similar Taxes.
 - (xii) Kognitiv Solutions has not received or requested any private letter ruling or similar ruling from the Internal Revenue Service or other Taxing Authority, the terms of which would apply to the computation of Tax Liability for any taxable period that has not yet been filed.
 - (xiii) The Vendor has Made Available to the Purchaser all documentation relating to any applicable Tax exemptions, Tax holidays or other Tax reduction agreements or arrangements applicable to the Subject Companies. To the knowledge of the Vendor, the Subject Companies are in compliance with all requirements and conditions for any applicable Tax holidays or incentives.
 - (xiv) Material transactions between or among Kognitiv Solutions and any of its Affiliates (including another Subject Company) have, to the extent required by applicable Tax Laws, occurred on arm's-length terms and, to the knowledge of the Vendor, Kognitiv Solutions has complied with all Tax-related requirements that the arm's-length nature of the terms of such transactions be documented, as such transactions have been properly taken into account and reported in its Tax Returns has maintained documentation (including any applicable transfer pricing studies) in connection with any such related party transactions.
 - (xv) None of sections 80 to 80.04, both inclusive, of the Canadian Tax Act have applied or, to the knowledge of the Vendor, will apply to Kognitiv Solutions at any time up to and including the Closing Date. To the knowledge of the Vendor, Kognitiv Solutions does not have any unpaid amounts that may be required to be included in income under Section 78 of the Canadian Tax Act for a taxation year ending after the Closing Date. Kognitiv Solutions has never made any material payments and, to the knowledge of the Vendor, is not obligated to make any material payments that may not be deductible by virtue of Section 67 of the Canadian Tax Act.
- (28) *Contracts* - The Vendor has Made Available to the Purchaser the Material Contracts. Each of the Material Contracts is in full force and effect and constitutes a valid, binding and enforceable obligation of the Vendor or Kognitiv Solutions, as applicable and, to the knowledge of the Vendor, the other parties thereto. Effective as of Closing, neither the Vendor nor Kognitiv Solutions is or, to the knowledge of the Vendor, is alleged to be, in breach of or default in any material respect under any Material Contract, and, to the knowledge of the Vendor, no counterparty is in breach of or default in any material respect under any Material Contract. To the best of the knowledge of the Vendor, no events have occurred which will result in the rescission, avoidance, termination or repudiation of any of the Material Contracts. Effective as of Closing, neither the Vendor nor Kognitiv Solutions have received any written notice in respect of: (i) any allegation that it is in breach of or

default under any Material Contract; or (ii) rescission, termination or repudiation of any Material Contract, that have not been rectified; nor has such Person issued any written notice for such action against the counter party. Neither the Vendor nor Kognitiv Solutions has waived any material rights under any Material Contract. No Material Contract contains any restrictive covenants.

- (29) *Shared Cora Supplier Contracts* –Kognitiv Solutions is not a party to any Contract with suppliers of the Business where the services provided thereunder are shared with any of Gary Jonas Computing Ltd., CORA Group Australia Pty Ltd., Jonas Computing (UK) Limited and/or Jonas Food Holdco Inc. (any such Contract, a “**Shared Cora Supplier Contract**”). None of the Kognitiv APA Purchased Contracts are Shared Cora Supplier Contracts.
- (30) *Customers* - The Vendor has Made Available to the Purchaser a true, complete and correct list of all the customers of the Business for the twenty-four (24) months prior to the date of this Agreement and the aggregate amount that each customer paid during that period. Except as disclosed in Schedule 4.01(29) of the Disclosure Letter, neither of the Subject Companies have received notice of, and there is not, any intention on the part of any current customer to cease doing business with the Subject Companies or to modify or change in any material manner any existing arrangement with the Subject Companies for the Subject Companies’ supply of products or services. There are no unresolved material disputes with any such customer. No Contract with any customer contains terms under which the execution or performance of this Agreement would give the customer the right to terminate or adversely change the terms of that Contract.
- (31) *Suppliers* - The Vendor has Made Available to the Purchaser a true, complete and correct list of all suppliers of the Business for the twenty-four (24) months prior to the date of this Agreement and the aggregate amount that each supplier was paid during that period. Neither of the Subject Companies have received notice of, and there is not, any intention on the part of any such current supplier to cease doing business with the Subject Companies or to modify or change in any material manner any existing arrangement with the Subject Companies for the supply of any products or services. There are no unresolved material disputes with any such supplier. No Contract with any supplier contains terms under which the execution or performance of this Agreement would give the supplier the right to terminate or adversely change the terms of that Contract.
- (32) *Labour and Employment Matters*
- (i) The Vendor has Made Available to the Purchaser a true, correct and complete list, without names, of each employee, whether actively at work or not, showing without names their employing entity, salaries, wage rates, commissions, bonus arrangements, benefits, positions, status as full-time or part-time employees, location of employment, cumulative length of service with the Vendor and Kognitiv Solutions. The Vendor has Made Available to the Purchaser all information regarding the Vendor and Kognitiv Solutions’ employees’ annual vacation entitlement and their accrued and unused vacation days, including end-of-service and defined benefit obligations accrued that have accrued to employees of the Vendor and Kognitiv Solutions through the Closing Date in connection with their employment prior to Closing pursuant to Statutory Plans. Effective as of Closing, the Vendor and Kognitiv Solutions have no obligations in respect of any former employees. The Vendor has Made Available to the Purchaser all current

employment agreements that the Vendor and Kognitiv Solutions are a party to in respect of any its current employees.

- (ii) The Vendor has Made Available to the Purchaser a true, accurate and complete list of the names of all individuals who are providing services to the Vendor and Kognitiv Solutions as an independent contractor (including consultant) as of the date hereof, specifying the length of service and fee rate for each such consultant or independent contractor.

(33) *Company Plans*

- (i) The Vendor has Made Available to the Purchaser all the Company Plans.
- (ii) None of the Subject Companies has ever sponsored, maintained, contributed to or has any liability with respect to: (i) a “multiple employer plan” as described in Section 413(c) of the Code; or (v) a pension plan, retirement compensation arrangement or multi-employer pension plan, employee life and health trust or salary deferral arrangement, all within the meaning of the Canadian Tax Act or applicable pension standards legislation in any province or territory of Canada. None of the Company Plans contain, have ever contained and nor include assets transferred from or in respect of a “defined benefit provision” as defined in section 147.1(1) of the Tax Act.
- (iii) All contributions and premiums and other payments for or in respect of each Company Plan relating to any period prior to the Closing that are not yet due have been paid or accrued, including all earned and unused vacation and all bonus amounts in respect of the period of the year prior to the Closing at a rate no less than the bonuses paid in respect of the prior year, such that there are no unsatisfied funding obligations in respect of any Company Plan.
- (iv) With respect to each Company Plan, no event has occurred or is reasonably expected to occur that has resulted in or would subject any Subject Company to a Tax or other liability under Section 4971 or 4975 of the Code or Section 404 or 406 of ERISA or the assets of any Subject Company to a lien under Section 430(k) of the Code or under ERISA.
- (v) Neither the execution and delivery of this Agreement nor the consummation of the Transaction will (i) result in any payment (including severance, unemployment compensation, “excess parachute payments” within the meaning of Section 280G(b) of the Code or otherwise) becoming due to any director, officer or employee of the Subject Companies from the Subject Companies under any Company Plan or otherwise, (ii) increase any benefits otherwise payable under any Company Plan or (iii) result in any acceleration of the timing of payment, vesting or funding of any such benefits.
- (vi) No Subject Company has any express or implied commitment to amend any Company Plan or to create any additional employee benefit plan, program or arrangement which is intended to cover employees or former employees, members or other service providers of any Subject Company.

- (vii) None of the Company Plans provide medical or welfare benefits to any retired Person, or any current employee of any of the Subject Companies following such employee's retirement or other termination of employment, except as required by Applicable Law.
 - (viii) Each Company Plan may be amended, terminated or wound-up by the applicable Subject Company at any time without incurring any liabilities, costs, expenses or any other obligations; and
 - (ix) Kognitiv Solutions has satisfied all obligations prior to Closing in respect of each Statutory Plan, in accordance with applicable Laws and the terms of the applicable Statutory Plans and there are no outstanding defaults or violation thereunder.
- (34) *Indebtedness* – There is no outstanding Indebtedness. There are no liabilities (contingent or otherwise) that are existing, or may arise, accrue, or attach to the Purchased Assets, the Kognitiv APA Purchased Assets, Kognitiv Solutions, Purchaser or its Affiliates, as a result of the consummation of the Transaction, or the transactions contemplated under the Kognitiv APA.
- (35) *Government Authorizations* - The Subject Companies possess and are in material compliance with all Government Authorizations required to operate the Business and to use and own, lease or otherwise hold its assets under Applicable Laws. All such Government Authorizations relating to the operation of the Business and the use and ownership, leasing or otherwise holding of the assets of the Subject Companies are in full force and effect, and there are no Proceedings pending or, to the knowledge of the Vendor, threatened that seek the revocation, cancellation, suspension or any adverse material modification of any such Government Authorization presently possessed. On the Closing Date, the Government Authorizations in full force and effect held by the Subject Companies will constitute all the Government Authorizations required under Applicable Law for their respective possession, ownership and use of their assets and operation of the Business as currently conducted.
- (36) *Bank Accounts and Attorneys* - Schedule 4.01(36) of the Disclosure Letter is a true, accurate and complete list of the accounts and safety deposit boxes of Kognitiv Solutions and of Persons holding general or special powers of attorney from Kognitiv Solutions and sets out:
- (i) the name of each bank, trust company or similar institution in which Kognitiv Solutions has accounts or safety deposit boxes, the number or designation of each such account and safety deposit box and the names of all Persons authorized to draw thereon or to have access thereto; and
 - (ii) the name of each Person holding a general or special power of attorney from Kognitiv Solutions and a summary of the terms thereof.
- (37) *Required Approvals*. Except as disclosed in Schedule 4.01(37), there is no requirement for the Vendor to make any filing with, give any notice to or obtain any approval or consent from any Person (including any Governmental Authority) under Applicable Law, any Material Contract or any Governmental Authorization relating to the Business, the Purchased Assets, as a condition to the lawful completion of the Transactions or to permit

the Purchaser to conduct the Business after Closing as the Business is currently conducted by the Vendor.

- (38) *Kognitiv Name* - No Affiliate of the Vendor other than Kognitiv LLC and Kognitiv Solutions that uses “Kognitiv” in its legal name, business name or trade name or has any registrations for the name “Kognitiv” is currently engaged in any active business.
- (39) *Disclosure* – To the knowledge of the Vendor, no information, representation, warranty or statement by the Vendor in this Agreement or in any statement or certificate furnished to the Purchaser pursuant to this Agreement and the due diligence, or in any document provided by the Parent, the Vendor or any of their respective Affiliates, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made herein, in light of the circumstances under which they were made and with respect to the date as of which they are made, not misleading.

4.02 Representations and Warranties of Purchaser

The Purchaser represents and warrants to Vendor and acknowledges that Vendor is relying upon the following representations and warranties in connection with the Transaction:

- (1) *Due Authorization and Enforceability of Obligations* – (i) Purchaser has the power, authority and right to enter into and deliver this Agreement and to perform its obligations hereunder; (ii) the execution, delivery and performance by Purchaser of its obligations under this Agreement, and the consummation by Purchaser of the Transaction, has been duly authorized and approved by all required action on the part of Purchaser; and (iii) this Agreement constitutes a valid and legally binding obligation of Purchaser, enforceable against it in accordance with its terms.
- (2) *Consents* – No consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority or any other Person is required to be obtained by Purchaser in connection with the execution and delivery of this Agreement by Purchaser or the consummation by Purchaser of the Transaction, other than those consents, approvals, orders, authorizations, declarations or filings which would not reasonably be expected to materially impede or delay the consummation by Purchaser of the Transaction.
- (3) *Finder’s Fees* – No broker, finder or investment banker is entitled to any fee or commission from Purchaser for services rendered on behalf of Purchaser in connection with the Transaction for which Vendor may be liable.

4.03 “As Is, where Is”

PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF VENDOR EXPRESSLY AND SPECIFICALLY SET FORTH IN SECTION 4.01 (A) PURCHASER IS ACQUIRING THE PURCHASED ASSETS AND THE PURCHASED SHARES ON AN “AS IS, WHERE IS” BASIS AS THEY EXIST ON THE CLOSING DATE; AND (B) NONE OF THE VENDOR, KOGNITIV SOLUTIONS, OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF VENDOR, OR KOGNITIV SOLUTIONS, WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE

PURCHASED ASSETS AND THE PURCHASED SHARES, THIS AGREEMENT OR THE TRANSACTION, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) PURCHASER, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY PURCHASER.

Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and have been waived by the Purchaser.

This Section 4.03 shall not merge on Closing and is deemed incorporated by reference in all closing documents and deliveries.

4.04 Purchaser's Acknowledgement

Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Business, the Purchased Assets and the Purchased Shares and all related operations of the Subject Companies, and has consulted with and been advised by its own financial, legal and other advisors before entering into this Agreement, has read same and knows the contents thereof, and has determined to proceed with the Transaction. Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of Vendor expressly set forth in Section 4.01, Purchaser understands, acknowledges and agrees that all other representations, warranties, conditions and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Subject Companies or the Business) are specifically disclaimed by Vendor and its financial and/or legal advisors.

Article 5 - INDEMNIFICATION

5.01 Indemnification by the Vendor

Subject to Section 5.03, from and after the Closing Time and for as long as set forth in Section 5.03, the Vendor will indemnify and hold harmless the Purchaser and its respective successors and permitted assigns, and the officers, employees, directors and shareholders of the Purchaser (collectively, the "**Purchaser Indemnitees**") from and against, and will pay to the Purchaser Indemnitees the amount of, any and all Losses (excepting loss of profits and consequential damages) actually incurred by any of the Purchaser Indemnitees following the Closing Time arising out of, in respect of or by virtue of:

- (1) any breach of or inaccuracy in the representations and warranties of the Vendor contained in this Agreement (including the certificates delivered pursuant hereto);
- (2) any breach of the covenants or agreements of the Vendor contained in this Agreement (including the certificates delivered pursuant hereto);
- (3) any Excluded Liabilities;

- (4) the ownership, possession or operation of the Purchased Assets or the Business of the Vendor before the Closing, except for Losses that are, or relate to any, Assumed Liabilities;
- (5) any Taxes (or the nonpayment thereof) of or with respect to Kognitiv Solutions attributable to any period prior to Closing to the extent not included in the computation and / or adjustment of the Final Closing Purchase Price;
- (6) any Claims (whether pending, threatened, or settled) involving or relating to Kognitiv Solutions that exist or arise prior to the Closing Date, including any settlement agreements or judgments relating to such Claims.
- (7) any Indebtedness of the Subject Companies owing to the Secured Creditor to the extent not included in the calculation of the Final Closing Purchase Price;
- (8) any claims by any current, past or alleged holder of equity interests in Kognitiv Solutions related to such equity interests or any distribution of the Final Closing Purchase Price, or any other consideration hereunder (including Claims arising out of the authorization, execution and delivery of this Agreement or the consummation of the Transaction);
- (9) the Vendor's Restricted Share Unit Plan effective as of April 22, 2024, as amended and restated from time to time;
- (10) the Vendor's 2019 Amended and Restated Stock Option Plan, enacted on May 2, 2011 and amended and restated on July 31, 2019, as amended and restated from time to time;
- (11) any transactions between Kognitiv Solutions and any Related Person;
- (12) the matters set out in Schedule 4.01(23)(vi) of the Disclosure Letter;
- (13) any Undisclosed Supplier Contracts;
- (14) the Terminated Customer Contracts Revenue, solely with respect to the portion of the Terminated Customer Contracts Revenue exceeding an amount equal to \$456,000 which, for the purposes of calculating the quantum under this provision, any such amounts exceeding \$456,000 shall be multiplied by a factor of 1.57, as further illustrated in Exhibit A;
- (15) any and all penalties imposed by customers incurred by Kognitiv Solutions or the Purchaser and arising from services or performance failures occurring prior to the Closing Date to the extent that any related service credits granted by the Subject Companies in connection with such performance failures are not included in the calculation of the Final Closing Purchase Price;
- (16) the Pre-Closing Contract Transfer, including, following the Vendor's bankruptcy, any amounts owing to the Subject Companies under the Non-Transferred Contracts;
- (17) the Pre-Closing Employee Reorg;
- (18) the Cora Transaction and any agreements or transactions relating thereto;

- (19) any breach of or inaccuracy in the representations and warranties of Kognitiv LLC contained in Kognitiv APA (including the certificates delivered pursuant thereto);
- (20) any breach of the covenants or agreements of Kognitiv LLC contained in Kognitiv APA (including the certificates delivered pursuant thereto);
- (21) any Kognitiv APA Excluded Liabilities;
- (22) the ownership, possession or operation of Kognitiv APA Purchased Assets or the Business of Kognitiv LLC before the closing of the transactions contemplated by the Kognitiv APA, except for Losses that are, or relate to any, Kognitiv APA Assumed Liabilities;
- (23) any Claim in respect of any employee matter pursuant to Kognitiv APA to the extent based upon facts or circumstances in existence before Kognitiv APA Closing Time;
- (24) any Kognitiv Non-Transferred Employees;
- (25) any prior operation of, involvement in or guarantee of any business other than the Businesses by the Subject Companies prior to the Closing Date.

5.02 Indemnification by the Purchaser

The Purchaser will indemnify and hold harmless the Vendor and its successors and permitted assigns, and the officers, employees, directors and stockholders of the Vendor (collectively, the “**Vendor Indemnitees**”) from and against, and will pay to the Vendor Indemnitees the amount of, any and all Losses actually incurred by any of the Vendor Indemnitees following the Closing Time arising out of, in respect of or by virtue of:

- (1) any breach of or inaccuracy in the representations and warranties of the Purchaser contained in this Agreement (including the certificates delivered pursuant hereto) from and after the Closing Time;
- (2) any breach of the covenants or agreements of the Purchaser contained in this Agreement (including the certificates delivered pursuant hereto) from and after the Closing Time;
- (3) any Assumed Liabilities;
- (4) any breach of or inaccuracy in the representations and warranties of the Purchaser contained in the Kognitiv APA (including the certificates delivered pursuant hereto) from and after the Closing Time;
- (5) any breach of the covenants or agreements of the Purchaser contained in the Kognitiv APA (including the certificates delivered pursuant hereto) from and after the Closing Time; and
- (6) any breach of the covenants or agreements of the Purchaser contained in the Non-Solicitation Agreement during the Pre-Closing Period in accordance with the terms of same.

5.03 Manner of Indemnification

- (1) Any amounts owing by the Vendor pursuant to Section 5.01 shall be paid, at the Purchaser’s sole discretion, from either of the Indemnification Escrow Fund and/or the

Churn Escrow Fund, up to a maximum amount equal to the aggregate of the Indemnification Escrow Amount and the Churn Escrow Amount, by release of funds to the Purchaser Indemnitees by the Escrow Agent in accordance with the terms of the Escrow Agreement. Any such release shall accordingly reduce the amount in the Indemnification Escrow Fund and/or the Churn Escrow Fund, as applicable. Notwithstanding the foregoing, the Purchaser Indemnitees shall not have the right to make a Claim for indemnification under Section 5.01(14) following the release of the Churn Escrow Fund following its Release Date in accordance with Section 3.08(2).

- (2) Any remaining amounts in either of the Indemnification Escrow Fund and/or the Churn Escrow Fund (in each case, less the amount of any pending indemnification Claims) as of the applicable Release Date shall be released in accordance with the terms of the Escrow Agreement and Section 3.08.

5.04 Third Party Claims

In the event of a Third Party Claim against any Purchaser Indemnitee or Vendor Indemnitee (as applicable, an “**Indemnified Party**”), and if such Indemnified Party intends to seek indemnification with respect thereto under the provisions of this Agreement, such Indemnified Party shall promptly (and in any event, within thirty (30) days thereof), after receipt of written notice of such Third Party Claim, provide written notice of such Third Party Claim to the party from whom the Indemnified Party intends to seek indemnification (the “**Responsible Party**”), which notice shall describe such Third Party Claim in reasonable detail and the amount claimed in respect thereof (if known and quantifiable); *provided*, that the failure to so notify a Responsible Party shall not relieve such Responsible Party of its obligations hereunder unless and to the extent the Responsible Party shall be actually and materially prejudiced by such failure to so notify. A Responsible Party shall be entitled to participate in the defense of such Third Party Claim giving rise to an Indemnified Party’s claim for indemnification at such Responsible Party’s expense, and at its option (subject to the limitations set forth below) shall be entitled to assume the defense thereof by appointing a reputable counsel reasonably acceptable to the Indemnified Party to be the lead counsel in connection with such defense within thirty (30) days of its receipt of notice of the Third Party Claim; *provided*, that prior to the Responsible Party assuming control of such defense, it shall demonstrate to the Indemnified Party in writing such Responsible Party’s financial ability to provide full indemnification to the Indemnified Party with respect to such Third Party Claim (including the ability to post any bond required by the court or adjudicative body before which such Third Party Claim is taking place) and, subject to the limitations set forth herein, agree in writing to be fully responsible for all Losses relating to such Third Party Claim; *provided, further*, that:

- (1) the Indemnified Party shall be entitled to participate (at its sole cost) in the defense of such Third Party Claim and to employ counsel of its choice for such purpose (it being understood and agreed, for the avoidance of doubt, that any fees and expense of counsel incurred by the Indemnified Party prior to the date that the Responsible Party assumes the defense of such claim shall be indemnified Losses hereunder);
- (2) the Responsible Party shall not be entitled to assume control of such defense if (i) the Claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation, (ii) the Indemnified Party reasonably believes an adverse determination with respect to the Third Party Claim giving rise to such claim for indemnification would be materially detrimental to or materially injure the Indemnified Party’s reputation or future business prospects including if there is a reasonable likelihood that such Third Party Claim would be the subject of unwanted media attention or negative publicity, (iii) such claim seeks an injunction or equitable relief against the Indemnified

Party, (iv) a conflict of interest exists between the Responsible Party and the Indemnified Party, (v) the Responsible Party failed or is failing to vigorously (given the nature of such claim) and in good faith prosecute or defend such claim, (vi) the Indemnified Party is a Purchaser Indemnitee and the defense of such Third Party Claim by the Responsible Party would be, as reasonably determined by the Indemnified Party, expected to adversely affect the Indemnified Party's relationship with any of such party's customers or vendors; and

- (3) if the Responsible Party shall control the defense of any such Third Party Claim, the Responsible Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement of a Third Party Claim or ceasing to defend such Third Party Claim unless (i) the settlement involves only payment of money damages, (ii) all such money damages will be the responsibility of, and paid by, the Responsible Party, (iii) the settlement does not impose any injunction or other equitable relief on, and contains no admission of wrongdoing by, the Indemnified Party and (iv) the settlement contains a legally binding, unconditional and irrevocable releases of the Indemnified Party from all liabilities with respect to such Third Party Claim.

5.05 Direct Claims

A Claim for indemnification for any matter not involving a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party to the Responsible Party in writing with reasonable promptness. The failure to give such prompt written notice shall not, however, relieve the Responsible Party of its indemnification obligations, unless and only to the extent that the Responsible Party shall be actually and materially prejudiced by such failure to notify. Such notice by the Indemnified Party shall describe the obligation with respect to which the Direct Claim is made, the facts giving rise to and the alleged basis for such Direct Claim. If the Responsible Party disputes its obligation to indemnify the Indemnified Party under the provisions of this Agreement, the Responsible Party shall have thirty (30) days after its receipt of such notice to give written notice of such objection, and the grounds thereof. If the Responsible Party does not so respond within such thirty (30)-day period, the Responsible Party shall be deemed to have acknowledged the validity of such Direct Claim. If the Responsible Party disputes such Direct Claim in writing during the thirty (30)-day period, then during the thirty (30)-day period following delivery of written notice of dispute by the Responsible Party, the Indemnified Party and the Responsible Party shall seek in good faith to resolve the disputed claim. If after thirty (30) days the parties are unable to come to an agreement regarding such indemnification obligations, the amount of indemnification to which an Indemnified Party shall be entitled shall be determined by either (a) the written agreement between the Indemnified Party and the Responsible Party, (b) a final written judgment or decree of any court of competent jurisdiction or (c) any other means to which the Indemnified Party and the Responsible Party shall agree.

5.06 Purchase Price Adjustment

All indemnification payments made under this Agreement shall be deemed to be an adjustment to the Final Closing Purchase Price.

5.07 Exclusive Remedies

The remedies provided in this Article 5, subject to the limitations set forth herein, shall, from and after the Closing, be the sole and exclusive monetary remedies of the Purchaser Indemnitees and the Vendor Indemnitees with respect to the Transaction (except (a) in the case of intentional or gross negligence, intentional misrepresentation, willful misconduct or fraud, (b) in respect of a breach of the Non-Solicitation Agreement, and (b) for any other remedies expressly set forth in Section 11.03), and subject to the foregoing, no Party shall have any other rights or remedies in connection with any breach of this Agreement

or any other Loss arising out of the negotiation, entry into or consummation of the Transaction for the recovery of Losses resulting from, relating to or arising out of this Agreement.

Article 6 – CONDITIONS

6.01 Conditions for the Benefit of Purchaser and Vendor

The respective obligations of Purchaser and Vendor to consummate the Transaction are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions:

- (1) *No Law* – No provision of any Applicable Law and no judgment, injunction or Order shall have been enacted, announced, issued or entered by any Governmental Authority of competent jurisdiction that prevents, restrains, enjoins, renders illegal or otherwise prohibits the consummation of the Transaction; and
- (2) *Sale Order* – The Sale Order shall have been issued and entered by the Bankruptcy Court and shall not be subject any stay.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of Purchaser and Vendor.

6.02 Conditions for the Benefit of Purchaser

The obligation of Purchaser to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by Purchaser of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of Purchaser):

- (1) *Performance of Covenants* – The covenants contained in this Agreement required to be performed or complied with by Vendor at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time;
- (2) *Truth of Representations and Warranties* – The representations and warranties of Vendor contained in Section 4.01 shall be true and correct in all material respects as of the date hereof and as of the Closing Date, as if made at and as of such date;
- (3) *Vendor's Deliverables* – Vendor shall have delivered to Purchaser all of the deliverables contained in Section 8.01 in form and substance reasonably satisfactory to Purchaser;
- (4) *No Material Adverse Effect* - From the date of this Agreement until the Closing Time, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect;
- (5) *Claims* – There is no pending or threatened Claim against the Vendor or Kognitiv Solutions that has had or that may be reasonably expected to have a Material Adverse Effect;
- (6) *Cora Claims* – There are no changes to the Claim relating to the Cora Transaction as on the date hereof that have had or that may be reasonably expected to have a Material Adverse Effect;

- (7) *No Orders, Decisions, Etc.* No final and non-appealable order, decision or ruling of any court, tribunal or regulatory authority having jurisdiction shall have been made or proceeding commenced that would specifically prohibit the Transaction;
- (8) *Permits* - No Governmental Authority has communicated to the Vendor or Kognitiv Solutions that it intends to revoke, suspend or adversely change any permit of the Vendor or Kognitiv Solutions generally or specifically as a result of the Transaction, the revocation, suspension or change of which may be reasonably expected to have, a Material Adverse Effect;
- (9) *Tail Policies Requirement* – The Tail Policies Requirement shall have been completed to the satisfaction of the Purchaser, acting reasonably.
- (10) *Pre-Closing Employee Reorg* – The Pre-Closing Employee Reorg shall have been completed to the satisfaction of the Purchaser, acting reasonably.
- (11) *Pre-Closing Contract Transfer* – The Pre-Closing Contract Transfer shall have been completed to the satisfaction of the Purchaser, in its sole discretion.

6.03 Conditions for the Benefit of Vendor

The obligation of Vendor to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by Vendor of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of Vendor):

- (1) *Performance of Covenants* – The covenants contained in this Agreement required to be performed or complied with by Purchaser at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time; and
- (2) *Truth of Representations and Warranties* – The representations and warranties of Purchaser contained in Section 4.02 shall be true and correct in all material respects as of the date hereof and as of the Closing Date, as if made at and as of such date.

6.04 Waiver of Conditions

Any condition in Sections 6.01, 6.02 and 6.03 may be waived by Purchaser or Vendor, as applicable, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on Purchaser or Vendor, as applicable, only if made in writing.

6.05 Non-Completion of Conditions Precedent

Upon either Party becoming aware that any condition precedent set forth in this Article 6 will be or is likely to be delayed in fulfilment or has become incapable of fulfilment, such Party shall immediately notify the other Party of the same and shall provide an explanation in reasonable detail along with supporting documents.

Article 7 – COVENANTS

7.01 Covenants of Vendor

- (1) Upon payment of the Estimated Closing Purchase Price by Purchaser at the Closing Time, and subject to the terms of this Agreement, Vendor will transfer and assign to Purchaser all of Vendor's right, title and interest in and to the Purchased Assets and the Purchased Shares, free and clear of all Liens, in accordance with the terms of this Agreement.
- (2) From the date of this Agreement until the earlier to occur of the valid termination of this Agreement under Section 10.01 and the Closing Time (such period, the "**Pre-Closing Period**"), the Vendor will remain in possession of the Purchased Assets and Purchased Shares and the Purchaser will take possession of the Purchased Assets and the Purchased Shares at the Closing Time.
- (3) During the Pre-Closing Period, the Vendor shall not, and shall cause Kognitiv LLC and Kognitiv Solutions not to, take any action, directly or indirectly, to encourage, initiate or engage in discussions or negotiations with, or provide any information to, or enter into any agreement or arrangement or understanding with, any Person, other than the Purchaser, concerning any sale, transfer or assignment of the Purchased Shares, the Purchased Assets, the Kognitiv APA Purchased Assets or any other portion of the Business. The Vendor shall notify the Purchaser promptly if any such discussions or negotiations are sought or if any proposal for a sale, transfer or assignment of the Purchased Shares, the Purchased Assets, the Kognitiv APA Purchased Assets or any other portion of the Business is received or being considered.
- (4) During the Pre-Closing Period, the Vendor shall (and shall ensure that the Subject Companies shall) continue to carry on the Business in the Ordinary Course of Business and use all reasonable endeavours to achieve the Target Working Capital and prevent any increase in the Net Debt, consistent with past practice with due care without any change in the nature, scope or conduct thereof, using its best endeavours to preserve the goodwill of its business, customer relationships, commercial partners and Intellectual Property rights.
- (5) During the Pre-Closing Period, the Vendor shall provide prompt written notice to the Purchaser in case of: (a) occurrence of any event, condition or circumstance that may reasonably constitute a violation or breach of any of the representations and warranties under this Agreement or Kognitiv APA or that would constitute a violation or breach of any term or condition contained in this Agreement or Kognitiv APA; (b) the occurrence of any event which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect including under Kognitiv APA, (c) any notice or other communication received by the Vendor or Subject Company from any Person including any Governmental Authority which may prevent or restrict the consummation of the Transaction or the transactions contemplated under the Kognitiv APA including any allegation that the Government Authorizations of such Person is required in connection with the Transaction or the transactions contemplated under the Kognitiv APA, as soon as reasonably practicable; and (d) any material Proceedings, including in relation to Tax or labour matters, any pending dues to a Governmental Authority or violation of any Applicable Law, threatened or commenced against the Vendor (including in relation to the Subject Companies) or the Subject Companies. The Vendor shall provide the Purchaser with copies of all information and documents received by the Vendor or the Subject Companies with respect to the above matters, as soon as reasonably practicable.

- (6) During the Pre-Closing Period, the Vendor shall give the Purchaser's duly authorized officers, employees, agents, attorneys, consultants, accountants and lenders reasonable access during the Subject Companies' normal business hours, to the Subject Companies' properties, books, Contracts, documents, insurance policies, records, senior management or other personnel, and all other information reasonably requested by or on behalf of the Purchaser in connection with the consummation of the Transaction and the transactions contemplated under the Kognitiv APA, and to make copies of any such documents; provided that such access shall be conducted so as to reasonably minimize any disruption to the operations of the Subject Companies. No investigation by the Purchaser or any of its directors, officers, employees, advisors, accountants and counsel or other information received by the Purchaser or any of its directors, officers, employees, advisors, accountants and counsel shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Vendor hereunder.
- (7) During the Pre-Closing Period, except as contemplated by this Agreement or as consented to in writing by the Purchaser, the Vendor shall not do or cause any of the following with respect to the Subject Companies and their Business:
- (i) amend in any material respect or terminate any Contract material to the Business;
 - (ii) dispose of, sell, lease, license, or transfer any asset of the Subject Companies outside the Ordinary Course of Business (including any Owned Intellectual Property);
 - (iii) amend, terminate or enter into any agreement under which any Subject Company grants or receives any exclusive rights with respect to any Intellectual Property;
 - (iv) forgive or waive any obligation or performance (past, present or future) owed to the Subject Companies;
 - (v) issue any securities, shares or other securities exchangeable for or convertible into equity interests in the Subject Companies, or redeem, split, combine or purchase any such securities;
 - (vi) amend any of the Subject Companies' certificate of incorporation or bylaws (or other comparable organizational documents);
 - (vii) make any material change in any method of accounting or accounting policy;
 - (viii) except as contemplated by this Agreement, enter into, terminate, adopt or amend in any material respect any employment, change in control or severance agreement or any other Company Plan, except as required by Applicable Law;
 - (ix) (A) increase the compensation, pension or other benefits payable to or to become payable by the Subject Companies or any of their respective Affiliates to any officer, director, employee or individual service provider of the Subject Companies or any of their respective Affiliates, or grant or announce any cash or equity or equity-based incentive awards or arrangements made to or with any of them; or (B) accelerate or commit to accelerate the funding, payment or vesting of the compensation or benefits under any Company Plan, except as may be required under existing agreements (as in effect on the date hereof) or Applicable Law or

- fail to make contributions to Company Plans in accordance with past practice or pursuant to the terms of the applicable Company Plan;
- (x) incur any borrowings or other Indebtedness or obligation in the nature of borrowings (including obligations pursuant to any debenture, bond, note, letters of credit, indemnities, indentures, swaps or loan stock), or drawdown, refinance, repay, pre-pay or capitalize any amount outstanding under any Indebtedness or director or shareholder loan or any contingent liabilities or guarantees;
 - (xi) settle or consent to the settlement of, any Claims against the Subject Companies or enter into any decree;
 - (xii) revalue, write-off or write-down any assets outside of the Ordinary Course of Business;
 - (xiii) make any material change in accounting or Tax principles, methods, entity classification or practices, amend any Tax Return, enter into any closing agreement related to Taxes, settle any Tax Claim or assessment, consent to any extension or waiver of the limitation period applicable to any Tax Claim or assessment, surrender any right to claim a Tax refund, fail to pay any Taxes that become due and payable, or take any other similar action relating to the filing of any Tax Return or the payment of any Tax;
 - (xiv) materially change or modify its credit, collection or payment policies, procedures or practices;
 - (xv) acquire any assets, securities or property of any Person;
 - (xvi) make any loans or advances to or investments in any Person; or
 - (xvii) authorize, or commit or agree to do, any of the foregoing.
- (8) During the Pre-Closing Period, the Vendor, at its sole expense, shall cause Kognitiv Solutions to ensure that it has maintained or obtained, as applicable, non-cancellable “run-off” insurance policies expiring not earlier than twelve (12) months from the Closing Time providing professional liability insurance, and corporate liability insurance coverage for the benefit of Kognitiv Solutions’ directors, officers, employees, managers, shareholders, agents and representatives, in each case, solely with respect to matters occurring on or prior to the Closing Time relating to Kognitiv Solutions, its Business, assets, liabilities and employees and in a form, on terms and for insured sums acceptable to the Purchaser, acting reasonably (the “**Tail Policies Requirement**”).
- (9) Shortly prior to the Closing Date, the Vendor shall arrange, or shall cause to be arranged, access for two representatives of the Purchaser (as designated by the Purchaser in its sole discretion) to the Subject Companies’ accounting software, granting such representatives complete control of the Subject Companies’ accounting systems effective as of Closing.
- (10) During the Pre-Closing Period, (i) Kognitiv Solutions shall, or the Vendor shall cause Kognitiv LLC to, terminate the employment of those employees set forth in Schedule 7.01(10) of the Disclosure Letter (the “**Terminated Employees**”), and (ii) the Vendor shall cause the completion of, as applicable, the termination of employment and/or, subject to

Section 7.01(11), transfers of employees to the Purchaser or one of its Affiliates, as applicable, as set forth in Schedule 7.01(10) of the Disclosure Letter (the “**Transferred Employees**”) ((i) and (ii) collectively, the “**Pre-Closing Employee Reorg**”), and the Vendor or its applicable Affiliates shall pay all Termination Expenses owing to the Terminated Employees and Transferred Employees, as applicable, in connection with the Pre-Closing Employee Reorg.

- (11) During the Pre-Closing Period, in connection with the Pre-Closing Employee Reorg, the Vendor shall use its best efforts to assist Purchaser and its Affiliates to enter into employment and/or contractor agreements, as applicable, with the applicable Transferred Employees, as further set forth in Schedule 7.01(10) of the Disclosure Letter.
- (12) During the Pre-Closing Period, Kognitiv Solutions and its respective Affiliates shall complete the transfer of certain Contracts of the Vendor and Kognitiv Solutions, to an Affiliate of the Purchaser as agreed upon by the Parties in writing, acting reasonably, during the Pre-Closing Period, without the imposition of any material changes to or conditions upon such transfer imposed by any counterparties thereto (the “**Pre-Closing Contract Transfer**”);
- (13) During the Pre-Closing Period, the Vendor and certain Related Persons (i) shall settle, or shall cause to be settled, certain liabilities of Kognitiv Solutions, including cash, severance and other liabilities not considered on a go-forward basis, and (ii) shall realize, or shall cause to be realized, certain assets of the Subject Companies.
- (14) During the Pre-Closing Period, the Vendor shall provide, or cause to be provided, to the Purchaser such support and information, as reasonably requested by the Purchaser, in connection with any upcoming audits of Kognitiv Solutions contemplated following the Closing, and in connection with any desire of the Purchaser to conduct an audit of any Subject Company.
- (15) Following the Closing, the Vendor acknowledges and agrees that:
 - (i) it shall use and shall cause its Affiliates to use best efforts in cooperation with the Purchaser and Kognitiv Solutions, to take all necessary action and do all such things as are necessary in order to pay, deliver or otherwise convey to the Purchaser or as directed by the Purchaser all right, title and interest in and to any Non-Transferred Contracts; and
 - (ii) pending the effective transfer of any Non-Transferred Contracts, the Vendor shall hold all rights or entitlements that the Vendor and/or any of its Affiliates has in any Non-Transferred Contract in trust for the exclusive benefit of the Purchaser; and
 - (iii) all cash collected by the Vendor or any of its Affiliates on or after the Closing Date in respect of Accounts Receivable, or accounts receivable relating to the Business conducted by the Purchaser on or after the Closing Date, shall belong to the Purchaser, and if received by the Vendor or any of its Affiliates, shall be received in trust for the benefit and the account of the Purchaser and the Vendor will, on a weekly basis, transfer and remit (or cause to be transferred and remitted) to the Purchaser all such amounts received by or paid to the Vendor or Kognitiv LLC, as applicable, on or after the Closing Date as directed by the Purchaser.

- (16) For a period ending on the later of (i) six (6) months following Closing Time, and (ii) the bankruptcy of the Parent (or as may be extended upon mutual agreement of the Parties, acting reasonably), the Vendor shall provide, or cause to be provided, to the Purchaser and Kognitiv Solutions certain transition services and such assistance as may be reasonably necessary to ensure the smooth transition of the Kognitiv APA Purchased Assets, the Purchased Assets, and Kognitiv Solutions to the Purchaser, including (i) supporting the Purchaser in connection with any audits of Kognitiv Solutions and Kognitiv LLC, (ii) matters relating to invoicing of customers of Kognitiv Solutions, (iii) to the extent not provided under Section 11.02, during the 2 months following Closing, supporting the Purchaser and Kognitiv Solutions in connection with the filing of any Tax Returns or any other Tax-related matters, (iv) the data transfer of all information and records pertinent to the Businesses of the Subject Companies, including information and records in respect of the Subject Companies' clients, employees and independent contractors (which includes, for example, electronic data, back-up data, financial, accounting and tax data and records, contracts, authorizations and permits, etc.), (v) transitioning all third party agreements and relationships related to the Businesses of the Subject Companies, including making direct introductions between the Purchaser and such third party providers, and (vi) any other transitional services that the Purchaser may identify after Closing that are necessary in the opinion of Purchaser, acting reasonably, for the operations of the Businesses acquired pursuant to this Agreement and Kognitiv APA and the smooth and efficient transfer of Kognitiv Solutions and its operations to the Purchaser.
- (17) During the Pre-Closing Period, the Vendor shall co-operate with the Purchaser to provide such additional information or assistance to assist the Purchaser in its knowledge gathering and review of the Subject Companies.
- (18) Following the Closing, the Vendor shall promptly register, or cause to be registered on the Purchaser's behalf, all such Owned Intellectual Property set out in Schedule 7.01(18) of the Disclosure Letter in the names directed therein and in each jurisdiction where such registration is required or advisable, as determined by the Purchaser, acting reasonably.
- (19) The Vendor shall (A) cease (and shall cause any of its Affiliates to cease) using the name "*Kognitiv*" or any variation thereof for any business activities as of Closing, (B) cause Kognitiv LLC to change its corporate name and cancel any registration of any business name or trade name within ten (10) days following Closing, and (C) if an Affiliate of the Vendor (other than Kognitiv LLC) uses the name "*Kognitiv*" or any variation thereof, to the extent such Affiliate continues, recommences, or engages in any business activities or to the extent such Affiliate is intended to be sold, to cause such Affiliate to promptly cease using the name "*Kognitiv*" or any variation thereof and change its corporate name and cancel the registration of any business name or trade name, as applicable.
- (20) Following the Closing, the Vendor and each of its Affiliates shall not use any of the trademarks (including in any Internet domain names) assigned to the Purchaser in connection with the Transaction.
- (21) During the Pre-Closing Period, the Vendor shall provide the Purchaser with copies of all materials and written communications respecting any Claims relating to the Cora Transaction.
- (22) Subject to the terms of this Agreement, the Vendor shall use all commercially reasonable efforts to take or cause to be taken all other actions, and do or cause to be done all other

things, reasonably necessary or appropriate to consummate the Transaction, and the transactions contemplated under the Kognitiv APA, including, for greater certainty, the terms of any documents to be delivered pursuant to Sections 8.01 or 8.02.

7.02 Covenants of Purchaser

- (1) At Closing, subject to the terms of this Agreement, the Purchaser shall assume and thereafter perform all obligations and liabilities arising from and in connection with the Purchased Assets and Purchased Shares that accrue from and after the Closing.
- (2) Subject to the terms of this Agreement, Purchaser shall use all commercially reasonable efforts to take or cause to be taken all other actions, and do or cause to be done all other things, reasonably necessary or appropriate to consummate the Transaction and the transactions contemplated under the Kognitiv APA, including, for greater certainty, the terms of any documents to be delivered pursuant to Sections 8.01 or 8.02.
- (3) For a period ending on the later of (i) six (6) months following Closing Time, and (ii) the bankruptcy of the Parent (or as may be extended upon mutual agreement of the Parties, acting reasonably), the Purchaser will cooperate in good faith with, and will use all commercially reasonable efforts to assist, or cause assistance to be provided, to the Vendor or the Parent in connection with our relating to the Cora Transaction and the Parent's Proposal Proceedings, as reasonably requested by Vendor and at the sole cost of Vendor or Parent, as applicable.

7.03 Confidential Information

After the Closing Time, the Vendor shall and shall cause its Affiliates to maintain the confidentiality of all Confidential Information, except any disclosure of such information and records as may be required by Applicable Law or permitted by the Purchaser in writing. If the Vendor, its Affiliate, or any of their respective representatives, becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar judicial or administrative process, to disclose any such information, such party shall provide Purchaser with reasonably prompt prior oral or written notice of such requirement (including any report, statement, testimony or other submission to such Governmental Authority) to the extent legally permissible and reasonably practicable, and cooperate with Purchaser, at Purchaser's expense, to obtain a protective order or similar remedy to cause such information not to be disclosed; provided that in the event that such protective order or other similar remedy is not obtained, Vendor shall, or shall cause its Affiliate or representative to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause such Affiliate or representative to, exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such disclosed information. The Vendor shall instruct its Affiliates and representatives having access to such information of such obligation of confidentiality and shall be responsible for any breach of the terms of this Section 7.03 by any of its Affiliate or representatives. At Closing Time, the Vendor shall handover all Confidential Information to the Purchaser and Kognitiv Solutions, as applicable, or destroy such Confidential Information in its possession at Purchaser's request. The Vendor shall not make or retain copies or excerpts of or from the Confidential Information or in any way re-create the substance or contents of the Confidential Information at any time on or after Closing.

7.04 Personal Information

The Purchaser shall at all times comply with all Laws governing the protection of Personal Information with respect to Personal Information disclosed or otherwise provided to Purchaser by Vendor or Kognitiv

Solutions under this Agreement. Purchaser shall only collect, use or disclose such Personal Information for the purposes of investigating Kognitiv Solutions and the Business as contemplated by this Agreement and completing the Transaction. Purchaser shall safeguard all Personal Information collected from Vendor Kognitiv Solutions in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information. Purchaser shall not make copies or excerpts of or from the Personal Information or in any way re-create the substance or contents of the Personal Information if the Transaction is not completed for any reason, and shall return all Personal Information to Vendor and Kognitiv Solutions, as applicable, or destroy such Personal Information at Vendor's request.

7.05 Covenants Relating to this Agreement

- (1) Each of the Parties shall perform all obligations required to be performed by the applicable Party under this Agreement, co-operate with the other Party in connection therewith and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable and prior to the Outside Date, the Transaction and, without limiting the generality of the foregoing, from the date hereof until the Closing Time, each Party shall and, where appropriate, shall cause each of its Affiliates to:
 - (i) negotiate in good faith and use its commercially reasonable efforts to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper or advisable to satisfy the conditions precedent to the obligations of such Party hereunder, and to cause the fulfillment at the earliest practicable date of all of the conditions precedent to the other Party's obligations to consummate the Transaction; and
 - (ii) not take any action, or refrain from taking any action, or permit any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Transaction.
- (2) From the date hereof until the Closing Date, subject to Applicable Laws, each Party hereby agrees, and hereby agrees to cause its representatives to, keep the other Party informed on a reasonably current basis, and as reasonably requested by the other Party as to such Party's progress in terms of the satisfaction of the conditions precedent contained herein.
- (3) During the Pre-Closing Period, the Parties shall negotiate in good faith the terms of an Escrow Agreement between the Purchaser, the Vendor and the Escrow Agent to be entered into at Closing, which shall be substantially in form and substance acceptable to both Parties (the "**Escrow Agreement**").
- (4) Each Party agrees to execute and deliver such other documents, certificates, agreements and other writings, and to take such other actions to consummate or implement the Transaction, as soon as reasonably practicable and in accordance with the terms of this Agreement.

7.06 Further Assurances

After the Closing, the Parties will execute such further documents, and perform such further acts, as may be necessary or reasonably required to transfer and convey the Purchased Assets, Assumed Liabilities and

Purchased Shares to the Purchaser, on the terms set forth herein, and to otherwise comply with this Agreement and consummate the Transaction.

Article 8 - CLOSING DELIVERIES

8.01 Closing Deliveries of Vendor

At Closing, Vendor will deliver, or cause to be delivered, to Purchaser the following, in each case, in form and substance satisfactory to Purchaser, acting reasonably:

- (1) a true copy of the Sale Order;
- (2) a certificate duly executed by an officer of the Vendor certifying that attached thereto are true, complete and correct copies of the resolutions of the Vendor's board of directors, authorizing the execution, delivery and performance of this Agreement and the other transaction documents ancillary thereto and the Transaction, which resolutions have not been modified, rescinded or revoked;
- (3) resignations, as requested by the Purchaser prior to the Closing Date, of all of Kognitiv Solutions' officers and directors, including releases by such directors and officers in favour of Kognitiv Solutions;
- (4) a general release of Claims in favour of Kognitiv Solutions, duly executed by the Vendor and the Parent (each on its own behalf and on behalf of their respective Affiliates);
- (5) a general release of Claims in favour of Kognitiv Solutions, duly executed by each of the Secured Creditors;
- (6) a restrictive covenant agreement, duly executed by the Vendor and Kognitiv LLC (the "**Restrictive Covenant Agreement**");
- (7) an intellectual property assignment agreement respecting the Purchased Assets, duly executed by the Vendor (the "**IP Assignment Agreement**");
- (8) good standing certificates (or similar equivalents in any jurisdiction) with respect to each of Kognitiv Solutions and the Vendor from the province, state or jurisdiction of its formation or incorporation and each province or jurisdiction where it is qualified to conduct business, dated within ten (10) days prior to the Closing Date;
- (9) a certificate effective as of the Closing Date, duly executed by the Vendor, confirming that the conditions set forth in Sections 6.02(1) and 6.02(2) have been satisfied.
- (10) the Escrow Agreement, duly executed by the Escrow Agent and the Vendor;
- (11) share certificate(s) representing the Purchased Shares duly endorsed in blank for transfer or accompanied by duly signed powers of attorney for transfer in blank;
- (12) copies of all Pre-Closing Employee Reorg Documents;
- (13) a certificate effective as of the Closing Date, duly executed by the Kognitiv Solutions, Kognitiv LLC and the Vendor (on its own behalf and on behalf of any Related Persons), confirming the following: (i) that the covenant set out in Section 7.01(13) has been

performed or complied with by the Vendor at or prior to the Closing Time, and (ii) that any net receivables or net payables (as applicable) owing by the Vendor to any of Kognitiv LLC or Kognitiv Solutions (or vice-versa) as of the Closing Time have been fully waived, released, or settled, as applicable;

- (14) evidence that the Parent has formally withdrawn its motion to approve the Initial Agreement; and
- (15) such other documents, certificates or instruments as the Purchaser may reasonably request in order to affect the Transaction or to vest in the Purchaser good and valid title to the Purchased Shares.

8.02 Closing Deliveries of Purchaser

- (1) At Closing, the Purchaser will deliver, or cause to be delivered, to the Escrow Agent the applicable payments contemplated by Section 3.04 above.
- (2) At Closing, the Purchaser will deliver, or cause to be delivered, to the Vendor the following, in each case, in form and substance satisfactory to the Vendor, acting reasonably:
 - (i) a certificate duly executed by a manager or officer of the Purchaser certifying that attached thereto are true, complete and correct copies of the resolutions of the Purchaser's members or governing body, authorizing the execution, delivery and performance of this Agreement and the other transaction documents ancillary thereto and the Transaction, which resolutions have not been modified, rescinded or revoked;
 - (ii) a certificate effective as of the Closing Date, duly executed by the Purchaser, confirming that the conditions set forth in Sections 6.03(1) and 6.03(2) have been satisfied;
 - (iii) good standing certificate (or similar equivalent in any jurisdiction) with respect to the Purchaser from the state or jurisdiction of its formation or incorporation and each state or jurisdiction where it is qualified to conduct business, dated within ten (10) days prior to the Closing Date;
 - (iv) the Escrow Agreement, duly executed by the Purchaser;
 - (v) the Restrictive Covenant Agreement, duly executed by the Purchaser;
 - (vi) the General Conveyance, duly executed by the Purchaser;
 - (vii) the IP Assignment Agreement, duly executed by the Purchaser; and
 - (viii) the Preliminary Closing Statement, in accordance with Section 3.03.

Article 9 - CLOSING ARRANGEMENTS

9.01 Closing

The Closing shall take place on the Closing Date, effective as of the Closing Time electronically by exchange of executed pdf documents.

Article 10 - TERMINATION

10.01 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (1) Automatically, upon due termination of the Kognitiv APA in accordance with its terms;
- (2) by mutual written consent of each of Vendor and Purchaser;
- (3) by Purchaser or Vendor, if Closing has not occurred on or before the Outside Date, provided that the terminating Party has not breached of any representation, warranty, covenant or other agreement in this Agreement which prevent the satisfaction of the conditions in Article 5 or the completion of Closing by the Outside Date;
- (4) by Purchaser, upon the appointment of a receiver or trustee in bankruptcy in respect of itself, Kognitiv Solutions or any of the property of the Vendor or Kognitiv Solutions, other than with the prior written approval of Purchaser; and
- (5) by Purchaser or Vendor, if a court of competent jurisdiction or other Governmental Authority, has issued an Order or taken any other action to restrain, enjoin or otherwise prohibit the consummation of Closing and such Order or action has become a Final Order.

The Party desiring to terminate this Agreement pursuant to this Section 10.01 (other than pursuant to Section 10.01(1)) shall give written notice of such termination to the other Party specifying in reasonable detail the basis for such Party's exercise of its termination rights.

10.02 Effect of Termination

Each Party's right of termination under Article 10 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in this Article 10 limits or affects any other rights or causes of action any Party may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement. If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfillment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

10.03 Deposit

- (1) If Closing does not occur due to a material breach of this Agreement by Purchaser, which breach is not curable, or the failure of Purchaser to fulfill the conditions in this Agreement, the Deposit shall be forfeited by Purchaser to Vendor for the account of Vendor absolutely.

- (2) If Closing does not occur due to any reason other than as addressed in Section 10.03(1), the Deposit shall be paid to Purchaser for the account of Purchaser absolutely.
- (3) In the event of termination of this Agreement under Section 10.03(1), pursuant to which Vendor shall be entitled to retain the Deposit, the Parties agree that the amount of the Deposit constitutes a genuine pre-estimate of liquidated damages representing Vendor's losses and liabilities as a result of Closing not occurring and agree that Vendor shall not be entitled to recover from Purchaser any amounts that are in excess of the Deposit as a result of Closing not occurring. Purchaser hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre estimate of Vendor's damages.

Article 11 - GENERAL

11.01 Survival

The representations and warranties and covenants of the Parties contained in this Agreement to be performed after the Closing or termination of this Agreement shall survive Closing or termination, as applicable, and remain in full force and effect.

11.02 Tax Matters

- (1) From and after the Closing Date, the Purchaser shall cause Kognitiv Solutions to duly and timely make, prepare and file all Tax Returns required to be so made, prepared and filed by it (1) for any period which ends on or before the Closing Date and for which Tax Returns have not been filed as of such date, and (2) for any period beginning before and ending after the Closing Date. All such Tax Returns shall be prepared in a manner consistent with past practice, Applicable Law and without a change of any election or any accounting method. The Purchaser shall submit to the Vendor all such Tax Returns at least thirty (30) days prior to the due date (including extensions) of such Tax Returns. The Vendor may provide comments to the draft Tax Returns and the Purchaser shall reflect any comments from the Vendor on such draft Tax Returns to the extent such comments are reasonable, consistent with past practice and Applicable Law and are received by the Purchaser not less than five (5) Business Days before the due date for filing such Tax Returns.
- (2) The Purchaser shall give prompt written notice to the Vendor of the receipt of any written notice by Kognitiv Solutions which involves the assertion of any Claim by any Taxing Authority in respect of which an indemnity may be sought by the Purchaser pursuant to Article 5. The Vendor shall have the right to elect to control the conduct of any such Claim attributable to any taxable period ending on or prior to the Closing Date with respect to which the Vendor may reasonably have any liability or obligation, and make all decisions in connection therewith provided that (A) the Vendor will keep the Purchaser reasonably informed with respect to any material issue relating to such Claim, (B) the Purchaser will have the right to participate in (but not control) such Claim at its own expense and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne solely by the Purchaser; and (C) the Vendor will not settle any such Claim, or enter into any resolution, closing or other agreement with respect thereto without the prior written consent of the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed.
- (3) The Vendor shall provide the Purchaser with such cooperation and information as the Purchaser reasonably may request in filing any Tax Return pursuant to this Section 11.02 or in connection with any audit or other proceeding in respect of Taxes of Kognitiv Solutions. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together

with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities, and the reasonable assistance of the employees or personnel of the Vendor and its accounting and legal and other representatives and advisors.

11.03 Specific Performance

Each Party acknowledges that the Parties will be irreparably harmed and that there will be no adequate remedy at law for any violation by any Party of any of the covenants or agreements contained in this Agreement. It is accordingly agreed that, in addition to any other remedies which may be available upon the breach of any such covenants or agreements, each Party shall be entitled to equitable relief, without proof of actual damages, including an injunction or injunctions or Orders for specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at Law or in equity as a remedy for any such breach or threatened breach. Each Party further agrees that no other Party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 11.03, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. Each Party further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

11.04 Further Assurances

Each Party will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Parties may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

11.05 Time of the Essence

Time is of the essence of this Agreement.

11.06 Fees and Commissions

Each Party will pay its respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses whatsoever and howsoever incurred.

11.07 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the Parties.

11.08 Public Announcements

During the Pre-Closing Period, no public announcement or press release concerning any of the Transaction shall be made by any Party, or any of their respective Affiliates, without the prior consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 11.08, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the Proposal Proceedings) or by any stock exchange on which any of the securities of such Party or any of its Affiliates are listed, or by any insolvency or other court or securities commission, or other similar Governmental Authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use

commercially reasonable efforts to give prior oral or written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable, to give such notice reasonably promptly following the making of such disclosure. Nothing in this Section 11.08 will be deemed to prohibit the Purchaser or any of their Affiliates from making disclosures to their respective, or their Affiliates' respective, officers, employees, directors, managers, shareholders, investors or lenders or prospective investors or lenders, on a need-to-know and confidential basis.

11.09 Entire Agreement

This Agreement, the Disclosure Letter, Kognitiv APA and the Non-Solicitation Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties with respect thereto, including the offer for the purchase of the Purchased Assets and Purchased Shares submitted by the Purchaser on February 14, 2025 and the Bidding Procedures prepared by the BDO. Without limiting the foregoing sentence, there are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

11.10 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

11.11 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

11.12 Independent Legal Advice

The Parties acknowledge having obtained independent legal advice from their respective solicitors, or having been given the opportunity to obtain independent legal advice, with respect to the terms of this Agreement prior to its execution, and each of the Parties further acknowledges and agrees that it understands the terms, and its rights and obligations under this Agreement.

11.13 Assignment

This Agreement may not be assigned by any Party without the written consent of the other Party, which consent may be arbitrarily withheld, provided that Purchaser may designate one or more nominees to take title in and to the Purchased Assets and Purchased Shares, or any part thereof, by giving Vendor written notice of such assignment at least two (2) Business Days prior to the date of the hearing of the application for the Sale Order.

11.14 Notices

Any notice or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (i) delivered personally; (ii) sent by prepaid courier

service; or (iii) sent by email or other similar means of electronic communication, in each case to the applicable address set out below:

- (a) in the case of Vendor as follows:

Loyalty Solutions Holdings US Inc.
161 Bay St., Suite 2700
Toronto, ON M5J 2S1

Attention: Grant McLeod
Email: grant.mcleod@kognitiv.com

with a copy to Vendor's counsel at:

Aird & Berlis LLP
Brookfield Place,
181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9

Attention: Kyle Plunkett and Marek Lorenc
Email: kplunkett@airdberlis.com and mlorenc@airdberlis.com

- (b) in the case of Purchaser, as follows:

Capillary Technologies
#360, bearing PID No:101/360,
15th Cross Rd, Sector 4,
HSR Layout, Bengaluru,
Karnataka-560102

Attention: Aneesh Reddy Boddu
Email: aneesh@capillarytech.com

with a copy to Purchaser's counsel at:

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3400
Toronto, Ontario M5H 4E3

Attention: Stefan Timms and Sam Babe
Email: stimms@blg.com and sbabe@blg.com

or to such other street address, individual or electronic communication number or address as may be designated by notice given by the applicable Party to the other Party. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient(s) and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

11.15 Governing Law

This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario, without regard to the conflicts of law rules of such state.

11.16 Jurisdiction

For the purpose of all Proceedings, this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Parties each attorns to the jurisdiction of the courts of the Province of Ontario.

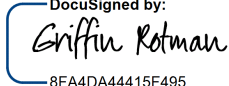
11.17 Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the Parties and the receiving Parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Parties have executed this Share Purchase Agreement.

LOYALTY SOLUTIONS HOLDINGS US INC.

Per: 
8FA4DA44415F495...
Name: Griffin Rotman
Title: Director

CAPILLARY TECHNOLOGIES LLC

Per: anant.chauhey
Name:
Title:

EXHIBIT A

ILLUSTRATIVE CALCULATION OF TERMINATED CUSTOMER CONTRACTS REVENUE INDEMNITY

If, 5 months following the Closing Date, a customer provides 3 months' prior written notice of their intention to terminate their customer contract effective as of the 8th month following the Closing Date, such terminated customer contract will be considered a Terminated Customer Contract.

If the Terminated Customer Contracts Revenue for such Terminated Customer Contract (i.e. total of contractual annual recurring revenue calculated in reference to the trailing twelve (12) month period for that specific Terminated Customer Contract) is \$1,000,000, then the amount of Losses recoverable by the Purchaser under Section 5.01(14), would be calculated as follows:

- Terminated Customer Contracts Revenue: \$1,000,000
- Deductible for Terminated Customer Contracts Revenue: \$456,000
- Excess Amount: $\$1,000,000 - \$456,000 = \$544,000$
- Multiple to Determine Losses: $\$544,000 \times 1.57 = \$821,440$

As such, the Purchaser would be entitled to Losses in the amount of \$821,440 pursuant to Section 5.01(14).

March 31, 2025

PRIVATE AND CONFIDENTIAL

Capillary Technologies LLC
Attention: Aneesh Reddy Boddu

Re: Loyalty Solutions Holdings US LLC (the “Vendor”) Disclosure Letter to Capillary Technologies LLC (“Purchaser”) pursuant to the Purchase and Sale Agreement between the dated as of the date hereof (the “Purchase Agreement”)

This letter and its sections constitutes the Disclosure Letter of, and is being delivered by, the Vendor, as is referred to in the Purchase Agreement. Capitalized terms used in this Disclosure Letter that are not defined herein have the meanings given to such terms in the Purchase Agreement.

This Disclosure Letter and all information contained in it is subject to the confidentiality and non-disclosure obligations in the Purchase Agreement. The disclosure of any item herein shall constitute disclosure which has been accepted by the Purchaser pursuant to the Purchase Agreement.

This disclosure letter is qualified in its entirety by reference to the Purchase Agreement, and is not intended to constitute, and shall not be construed as constituting, representations or warranties of the Vendor, except as and to the extent provided in the Purchase Agreement. Items and information disclosed herein in response to provisions in the Purchase Agreement that are qualified by “materiality” and “Material Adverse Effect” and other similar qualifications are not necessarily material. The mere inclusion of an item in this disclosure letter (including the schedules hereto) as an exception to a provision will not be deemed an admission by Kognitiv that such item (or any non-disclosed item or information of comparable or greater significance) is required to be disclosed in connection with the representations, warranties or covenants made by the parties in the Purchase Agreement or represents a material exception or fact, event or circumstance or that such item has had, or would reasonably be expected to have, a Material Adverse Effect in respect of Kognitiv or the Acquired Companies.

The information contained in any part of this disclosure letter (including the schedules hereto) is disclosed solely for the purposes of the Purchase Agreement and descriptions or terms of agreements and documents herein are summaries only and are qualified in their entirety by the specific terms of such agreements and documents. No reference herein to any agreement or document shall be construed as an admission or indication by any party to the Purchase Agreement to any third party of any matter whatsoever, including, without limitation, that there are any obligations remaining to be performed or any rights that may be exercised under such agreement or document, except as otherwise explicitly set forth in this disclosure in writing or the Arrangement Agreement. No disclosure herein relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

The titles and headings in this Disclosure Letter are for convenient reference only and are not to affect the interpretation of the Purchase Agreement or this Disclosure Letter.

[Signature page follows.]

**LOYALTY SOLUTIONS HOLDINGS
US Inc**

Per:  8FA4DA44415F495...
Name: Griffin Rotman
Title: Director

Schedule 1.01
Aged Accounts Receivable

1. Any and all amounts related to asset purchase agreement between Kognitiv GmbH (formerly Seekda
2. GmbH as seller and GGP Holding erste GmbH as purchaser dated June 5, 2023.
3. Al Meera Consumer Goods Company (Q.P.S.C.) approximately in the amount of \$511,850.84.
4. Sharjah Co-Operative Society approximately in the amount of \$52,776.20.
5. DuluxGroup (New Zealand) Pty Ltd. approximately in the amount of \$23,089.37.
6. DuluxGroup (Australia) Pty Ltd. approximately in the amount of \$227,327.58.

Schedule 1.01
Purchased Assets

[Vendor's right title and interest in and to the Owned Intellectual Property (including any intercompany licence agreement in respect of such Owned Intellectual Property) and any Licensed Intellectual Property, as more particularly set out in Schedule 1.01 of the Disclosure Letter, in each case, for greater certainty, excluding the Excluded Assets.]

Owned Intellectual Property

- any and all intellectual property or proprietary rights of every kind and description in respect of all applications and registrations set out in Schedule 7.01(18).
- any and all intellectual property or proprietary rights of every kind and description anywhere in the world, whether registered or unregistered, including technology rights, copyright, source code, object code and documentation in respect thereof in respect of the following Software:
 - o Inspire
 - o Pulse
 - o Ignite
 - o Amplify
 - o Kognition
 - o Data Hub
 - o SmartJourney
- any and all intellectual property or proprietary rights of every kind and description anywhere in the world, whether registered or unregistered, in respect of the Internet Domain names used in connection with the Business
- any and all rights of every kind in any other Intellectual Property owned or purported to be owned by the Vendor in connection with the Business.

Licensed Intellectual Property

- any and all rights of every kind in any Intellectual Property used in connection with the Business that is not Owned Intellectual Property.

Schedule 4.01(17)(v)
SaaS Business Balance Sheet

[Schedule 4.01(17)(v) of the Disclosure Letters sets forth a copy of the carved-out pro forma balance sheet of the Business of the Subject Companies as at December 31, 2024 (the “SaaS Business Balance Sheet”)]

CAD \$000s	Consolidated Balance Sheet per Proforma	Proforma Balance Sheet (as at Dec 31, 2024)			Consolidated SaaS Balance Sheet
		Kognitiv US LLC	Malaysia	Kognitiv Solutions Inc.	
Assets					
<i>Current assets:</i>					
Cash	0				0
Restricted cash	479	479			479
Income tax receivable	87		87		87
Prepaid and other assets	414	20	13	380	414
Accounts receivable	2,517	1,320	14	1,183	2,517
Other current assets	674			674	674
Total current assets	4,171	1,819	114	2,237	4,171
Total assets	4,171	1,819	114	2,237	4,171
Liabilities and invested capital					
<i>Current liabilities:</i>					
Accounts payable and accrued liabilities	1,716	619	28	1,070	1,716
Contract liabilities	102	24		78	102
Deposit liabilities	766	479		287	766
Total current liabilities	2,584	1,122	28	1,435	2,584
Other non-current liabilities	140	140			140
Total non-current liabilities	140	140	0	0	140
Total Liabilities	2,724	1,262	28	1,435	2,724
Net Assets / (Liabilities)	1,447	557	86	803	1,447

Schedule 4.01(22)
Al Meera Receivable

[All portions of Accounts Receivable owing by Al Meera Consumer Goods Company (Q.P.S.C.) which are not considered Aged Accounts Receivable, as set forth in Schedule 4.01(22)(ii) of the Disclosure Letter (the "Al-Meera Receivables"),]

CAD \$ Receivable	Sum of Current	Sum of 1 - 30	Sum of 31 - 60	Total <60
AL MEERA CONSUMER GOODS (Q.S.C)	75,754.47	74,812.16	72,839.78	223,406.41

Schedule 4.01(23)(iv)
Intellectual Property

[Except as disclosed in Schedule 4.01(23)(vi) of the Disclosure Letter, the Subject Companies have not received any notice, claim, invitation to license or similar communication alleging that the use of the Business Intellectual Property or the conduct of the Business, including the manufacture, marketing, distribution, importation, licensing or selling of any Company Product, infringes any Intellectual Property of any other Person, and no Proceedings have been instituted or are pending or, to the knowledge of the Vendor, threatened, alleging any such infringement.]

On May 18, 2023, Kognitiv received a letter from representatives of Schoeneckers, Inc. d/b/a BI Worldwide (“**BI Worldwide**”) who owns a portfolio of patents related to portable and customizable incentive applications. BI Worldwide’s representatives suggested Kognitiv may wish to examine U.S. Patent Nos. 8,765,764, 9,779,421, and 11,501,339 (the “**Bunchball Patents**”) to determine whether a non-exclusive license under the patents is needed. Kognitiv reviewed the Bunchball Patents and deemed the letter to be a “fishing expedition” and did not respond.

On January 31, 2025, Kognitiv received a follow-up letter from BI Worldwide’s representatives requesting a substantive response from Kognitiv regarding whether Kognitiv would like to take a non-exclusive license to the Bunchball Patents. Kognitiv conducted another review of the patents and determined there is no overlap between any technology developed or used by Kognitiv and the Bunchball Patents.

The Bunchball Patents refer to a portable incentive application that enables the delivery of incentives to website visitors based on their previous website visitation to the presenting website or other websites in a network. Kognitiv has not developed, and does not possess or use portable incentive application technology for websites in any capacity.

Kognitiv responded to BI Worldwide on February 18, 2025 advising that Kognitiv considers this matter closed.

Schedule 4.01(30)
Customers

[Except as disclosed in Schedule 4.01(30) of the Disclosure Letter, neither of the Subject Companies have received notice of, and there is not, any intention on the part of any current customer to cease doing business with the Subject Companies or to modify or change in any material manner any existing arrangement with the Subject Companies for the Subject Companies' supply of products or services.]

Following a competitive RFP that started in February 2024, Dulux notified us in June 2024 that they will migrate off Inspire. Their contract ended on 30 November 2024 but they request an extension through 31 March 2025. As of this writing, we do not expect any further extensions. This has been shared verbally with Capillary.

Globo notified us on 16 December 2024 that they will be fully separated from Aldo on 1 March 2025 and will be transitioning to another loyalty program sometime in March 2025. As their contract end date is mid-May 2025, we will continue invoice for fees until that time. This has been shared verbally with Capillary.

Curaleaf has agreed to a one-year Inspire subscription. Renewal contracting is underway. The monthly fee in new contract is US\$80k/mo at their current membership level.

DFI has agreed to a 3-year renewal with an increased Inspire subscription fee. New MSA paper is in final redlines along with an Escrow agreement.

Coutts has committed to a 5-year renewal (improvement over the current 3-year renewal) with modest subscription increases.

Schedule 4.01 (34)
End of Service Benefits

[except as set out in Schedule 4.01(34) of the Disclosure Letter, all end-of-service and defined benefit obligations that have accrued to employees of the Kognitiv Solutions or Transferred Employees through the Closing Date in connection with their employment prior to Closing pursuant to Statutory Plans]

[except as set out in Schedule 4.01(34) of the Disclosure Letter, all obligations for accrued but unused vacation of employees of Kognitiv Solutions and/or in respect of Transferred Employees through the Closing Date]

The Vendor and Purchaser have agreed to equally share the accrued but unused vacation of employees of the Acquired Companies through the Closing Date and all end-of-service and defined benefit obligations.

Schedule 4.01(36)
Bank Accounts and Attorneys

[Bank Accounts and Attorneys - Schedule 4.01(36) of the Disclosure Letter is a true, accurate and complete list of the accounts and safety deposit boxes of Kognitiv Solutions and of Persons holding general or special powers of attorney from Kognitiv Solutions.]

1. Kognitiv Solutions bank account:

TD Bank

Signatories: Griffin Rotman

Users with ability to make payments: Megan Mitchell, Deanna Cross and Shayne Skinner

Account Numbers

- i. CAD Operating account: 02752 5335561
- ii. USD Operating account: 02752 7324343
- iii. GBP account: 02752 0360-01-3200667
- iv. AUD account: 02752 0360-01-3200656

Schedule 4.01(37)
Required Approvals

Written consent of The Star Entertainment Group Limited is required pursuant to the terms of the Master Agreement IT Products and Services dated December 11, 2015 between The Star Entertainment Group Limited and Kognitiv Solutions (as successor in interest of Kognitiv Australia Pty Ltd.) and other related agreements and amendments, in the event of a change of control of Kognitiv Solutions.

Schedule 7.01(10)
Pre-Closing Employee Reorg

[During the Pre-Closing Period, (i) Kognitiv Solutions shall, or the Vendor shall cause Kognitiv LLC to, terminate the employment of those employees set forth in Schedule 0 of the Disclosure Letter (the “Terminated Employees”), and (ii) the Vendor shall cause the completion of, as applicable, the termination of employment and/or transfers of employees to the Purchaser or one of its Affiliates, as applicable, as set forth in Schedule 0 of the Disclosure Letter (the “Transferred Employees”) ((i) and (ii) collectively, the “Pre-Closing Employee Reorg”), and the Vendor or its applicable Affiliates shall pay all Termination Expenses owing to the Terminated Employees and Transferred Employees, as applicable, in connection with the Pre-Closing Employee Reorg.]

1. Terminated Employees (Termination Expenses Payable and Release to be obtained) [Note: These are employees of Kognitiv Solutions and Kognitiv LLC who will be terminated prior to Closing with no further role with the Business after Closing.]

a. Kognitiv Solutions

- i. David Janik-Jones
- ii. Luis Gerbelli
- iii. Anita Prasad

b. Kognitiv LLC

- i. Anthony Wintheiser
- ii. Kerri Panzer

c. Other

- i. Harry Frazer (UK)
- ii. Shirney Chung (Malaysia)
- iii. Naresh Beesu (UAE)
- iv. Suk Wan Leong (Malaysia)
- v. Aswini Kanavarthy (Malaysia)
- vi. Jaya Letchumy Tamil Arasu (Malaysia)

2. Transferred Employees [Note: These are employees, other than the Kognitiv LLC ‘Offered Employees’, who will be either (i) terminated and transferred the Purchaser or one of its Affiliates, or (ii) transferred to the Purchaser or one of its Affiliates.]

(i) Terminated and Transferred (Termination Expenses Payable and Release to be obtained)

a. Kognitiv Solutions

- i. Ian Richards
- ii. Shayne Skinner
- iii. Stephane Barichello

b. Kognitiv LLC

- i. Deanna Cross
- ii. Tim Sullivan
- iii. Eric Wymore

c. **Other**

- i. Dave Ong (Malaysia)
- ii. Mohamad Fahmi Lan (Malaysia)
- iii. Nicole (Mei) Chin (Malaysia)
- iv. Syasya Fikri (Malaysia)
- v. Hristo Nikolov (UK)
- vi. Maria Bersteneva (UK)
- vii. Emma Mahoney (UK)
- viii. Kate Jennings (UK)

(ii) Transferred (No Termination Expenses Payable)

- i. Evon Ong (Malaysia)
- ii. Siti Syamsiyah Multazam (Malaysia)

**Schedule 7.01(18)
Intellectual Property Registrations**

[Following the Closing, the Vendor shall promptly register, or cause to be registered on the Purchaser's behalf, all such Owned Intellectual Property set out in Schedule 7.01(18) of the Disclosure Letter in the names directed therein and in each jurisdiction where such registration is required or advisable, as determined by the Purchaser, acting reasonably.]

<p>COLLABORATIVE COMMERCE</p>	<p>USA Published, September 10, 2024 Office Status: Published For Opposition Int'l Class: 35,42 First Use: October, 2017 Filed: May 4, Principal Register</p>	<p>Int'l Class: 35, 42 (Int'l Class: 35) Conducting consumer loyalty, reward, affinity and incentive programs for commercial promotion and advertising purposes to promote the rental of hotel rooms, purchase of airfare, rental of automobiles; business consulting services in the field of travel and operation of travel-related businesses; business administration in the nature of organization, administration of loyalty programs which provides consumer incentives such as discounts on goods and information; business data analysis; business research; Business administration of consumer loyalty programs; Administration of a consumer loyalty program to promote restaurant services and retail services of others; data analysis and research services for retailers, namely, the collection, reporting, and analysis of point of sale data for business purposes (Int'l Class: 42) Design of information technology systems; computer software design; Software as a service (SAAS) services featuring software for gaining access to an online database containing information about the travel industry, namely, information on hotel and travel packages, costs, utilization and vacancies and guest profiles; software as a service travel industry, namely, information on hotel and travel packages, costs, utilization and vacancies and guest profiles; providers and sending hotel reservation information to travel industry providers; software as a service (SAAS) featuring software for accessing a tourist agency database for travel industry providers; software as a service services featuring software for managing and using virtual currency or rewards points for purchasing goods services on electronic communications networks; software as a service (SAAS) services featuring software for conducting customer loyalty, reward, affinity and incentive programs; software as a service (SAAS) services software for promoting and marketing the goods and services of others via electronic communications computer software design and maintenance of computer software for the travel industry, namely, application of software for creating dynamic packaging and facilitating individual sale of travel products, in particular, air, car, travel activities and cruises and administering network connectivity between suppliers and distributors of products; Software as a service (SAAS) services featuring software for accessing and analyzing information travel industry contained in online computer databases; Software as a service (SAAS) services featuring conducting data analysis and performing business analytics, inventory management, setting pricing and distribution, loyalty marketing data collection, administering loyalty program rewards and execution of retail orders, payment processing; Software as a service (SAAS) services featuring software platforms for trading currencies, goods and services, and collecting zero-party data</p>	<p>Kognitiv Us LLC (Delaware Limited Liability Company) 100 North Sixth Street, Suite 650C, MINNEAPOLIS, Minnesota 55403 United States of America</p>	<p>SN: 97394898</p>
<p>COLLABORATIVE COMMERCE</p>	<p>Canada Filed Pending</p>	<p>Int'l Class: 35, 42 (Int'l Class: 35) Services: Conducting consumer loyalty, reward, affinity and incentive programs for commercial promotion and advertising purposes; business consulting services in the field of travel and operation of travel-related</p>	<p>Kognitiv US LLC 100 North Sixth Street Suite 650C</p>	<p>AN: 2207673</p>

<p>Application Last Status Received: Pending Application, September 2, 2022 Office Status: Formalized</p>		<p>Minneapolis, MN 55403, United States of America</p>	
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<p>Filed: September 2, 2022</p>	<p>(Int'l Class: 42) Services: Design of information technology systems; computer software design; Software as a service (SAAS) services featuring software for gaining access to an online database containing information about the travel industry, namely, information on hotel and travel packages, costs, utilization and vacancies and guest profiles; software as a service (SAAS) services featuring software for gaining access to an online computer network to analyze information about the travel industry, namely, information on hotel and travel packages, costs, utilization and vacancies and guest profiles; software as a service (SAAS) services featuring software for taking and processing hotel reservations by travel industry providers and sending hotel reservation information to travel industry providers; software as a service (SAAS) services featuring software for accessing a tourist agency database for travel industry providers; software as a service (SAAS) services featuring software for managing and using virtual currency or rewards points for purchasing goods and services on electronic communications networks; software as a service (SAAS) services featuring software for conducting customer loyalty, reward, affinity and incentive programs; software as a service (SAAS) services featuring software for promoting and marketing the goods and services of others via electronic communications networks; computer software design and maintenance of computer software for the travel industry, namely, application support of software for creating dynamic packaging and facilitating individual sale of travel products, including air, room, car, travel activities and cruises and administering network connectivity between suppliers and distributors of travel products; Software as a service (SAAS) services to access and analyze information about the travel industry contained in online computer databases; Software as a service (SAAS) services for data analysis and business analytics, inventory management, pricing and distribution, loyalty marketing data collection, loyalty program rewards and execution, payment processing; Software as a service (SAAS) services platform for exchanging and trading currencies, goods and services, and zero-party data</p>		
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<p>SMARTJOURNEY</p>	<p>USA Registered, March 12, 2019 Office Status: Registered Int'l Class: 35,42 First Use: January 16,</p>	<p>Int'l Class: 35, 42 (Int'l Class: 35) Advertising; organization, administration of loyalty programs which provides consumer incentives such as discounts on goods and services purchased through retail outlets; promotional services, namely, promoting the sale of goods and services of others by awarding points redeemable for consumer merchandise and distributing coupons; business management and administration consultancy; business advice and information; business advisory and consultancy services relating to database management and marketing; business data analysis; business research and analysis of markets; Business administration of consumer loyalty programs; Administration of a consumer loyalty program to promote restaurant services and retail services of others; Customer loyalty services and customer club services, for commercial, promotional</p>	<p>Aimia Us Inc. (Delaware Corporation) 100 North Sixth Street, Suite 650C, MINNEAPOLIS, Minnesota 55403</p>	<p>RN: 5698627 SN: 87702961</p>
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	<p>2018 Filed: November 30, 2017 Registered: March 12, 2019 Register Type: Principal Register</p>	<p>and/or advertising purposes; promoting the sale of wares and services of others through a consumer loyalty program; advertising agencies, namely, promoting the goods and services of others; advertising and promotion of the sales of goods and services of others through purchase continuity programs consisting of the distribution of points or miles which can be redeemed for goods, services or money from a catalogue, participating merchants and service providers; advertising services rendered to third parties, namely, organization, operation and supervision of sales and promotional incentive schemes; advertising and marketing services, namely, promoting the goods and services of others through the dissemination of advertising matter, publication of publicity texts, opinion polls, sales promotion, management of data files, information and business inquiries, service of promotion attached to programs of development of customer loyalty, organization, implementing and supervision of sales and of a method of promotional premiums; advertising and marketing services, namely, the organization, operation and supervision of sales and promotional incentive schemes; sales promotion services; advisory and consultancy services relating to database management and marketing; market research consultation; analysis of market research data; advertising and marketing services for others, namely, arranging, conducting and administration of customer loyalty reward and promotional incentive programs for commercial and advertising purposes in the field of customer loyalty reward and sales and promotional incentive programs and sales promotions; business consultancy and providing business information relating to sales and promotional incentive or loyalty schemes; business data analysis; business information, namely, providing marketing, systems and operational information regarding the operation of reward programs; business management; business research; business services, namely, providing others and managing for others computer databases regarding customer loyalty reward and sales and promotional incentive programs and sales promotions and companies participating in loyalty reward and sales and promotional incentive programs; collecting and analyzing information relating to market analysis and research for business purposes; data compiling and</p>	<p>United States of America</p>
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		<p>analyzing relating to market research; business services for retailers, namely, the collection, reporting, and analysis of point of sale data for business purposes; market research consultation; business consultation services in the field of the issuance, redemption and expiry of points or miles which can be redeemed for goods and services of participating merchants and service providers, and the calculation thereof and the calculation of estimates of points or miles issued that will never be redeemed; customer loyalty services for commercial, promotional and advertising purposes, namely, providing incentive reward programs for customers to promote the sale of products and services of others; providing incentive reward programs for customers through the issuance and processing of loyalty coupons for frequent use of participating businesses; market analysis services; market research services; market research consultation in the field of customer loyalty strategies, promotion strategies and pricing strategies; development of marketing strategies and concepts, namely, strategies to obtain and maintain customer loyalty to third party companies, namely, customer base identification strategies and customer knowledge and relationship management, retention strategies and added value services management, as in prizes and rewards and provision of commercial or business information; providing incentive reward programs for customers through issuance and processing of loyalty points for on-line purchase of company's goods and services; promoting, advertising and marketing customer loyalty programs of others; business services provided to the consumer retail industry, namely, the collection, reporting, and analysis of point of sale data for business purposes; providing incentive reward programs for customers, employees and business partners through the distribution of prepaid stored value cards for the purpose of promoting and rewarding loyalty; providing business or commercial information in the field of on-line computer tracking of sales objectives and fulfillment services for performance incentives by means of a global computer network; provision of business management information; publicity and sales promotion services; promotional services, namely, design and distribution of catalogs and promotional items of others for publicity purposes; Business research in the field of customer loyalty, loyalty reward programs, marketing, advertising and commercial data analytics (Int'l Class: 42) Design of information technology systems; computer software design</p>		
SMARTJOURNEY	<p>Canada Registered Last Status Received: Registered, December 4, 2020 Office Status: Registered Filed: December 12, 2017 Registered: December 4, 2020 Expiration Date: December 4, 2030</p>	<p>Int'l Class: 35, 38, 42 (Int'l Class: 35) Services: Advertising the goods and services of others; organization, administration of loyalty programs which provides consumer incentives such as discounts on goods and services purchased through retail outlets; promotional services, namely, promoting the sale of goods and services of others by awarding points redeemable for consumer merchandise and distributing coupons; business management and administration consultancy; business marketing advice and information; business advisory and consultancy services relating to database management and marketing; business management services relating to data analysis; business research and analysis of markets; Business administration of consumer loyalty programs; Administration of a consumer loyalty program to promote restaurant services and retail services of others; organization and management of customer loyalty programs and customer club programs for commercial, promotional and advertising purposes; Administration of a customer loyalty program which provides free and discount automobile parts if customers maintain their vehicles at an automobile dealership; promoting the sale of wares and services of others through a consumer loyalty program; advertising agencies, namely, promoting the goods and services of others; advertising and promotion of the sales of goods and services of others through purchase continuity programs consisting of the distribution of points and miles which can be redeemed for goods, services and money from a catalogue, participating merchants and service providers; advertising services rendered to third parties, namely, organization, operation and supervision of sales and promotional incentive schemes; advertising and marketing services, namely, promoting the goods and services of others through the dissemination of advertising matter for others, publication of publicity texts, organization of trade exhibitions for commercial purposes in the field of loyalty programs which provide consumer incentives, opinion polling, sales promotion through a consumer loyalty program, distribution of samples for publicity purposes, computerized business data file management, information and business advice in the field of loyalty programs which provide consumer incentives, promoting customer loyalty</p>	<p>Aimia US Inc. 100 North 6th Street, Suite 650 C Minneapolis, MN 55403, United States of America</p>	<p>RN: TMA1089191 AN: 1872610</p>

	<p>programs for others, organizing, implementing and supervising sales and promotional incentive schemes involving premiums; advertising and marketing services, namely, the organization, operation and supervision of sales and promotional incentive award schemes to promote the goods and services of others; sales promotion for others by means of privileged card; advisory and consultancy services relating to database management and database marketing services in the form of compiling customer specific databases; market research consultation; analysis of market research data; advertising and marketing services for</p>	
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	<p>others, namely, arranging, conducting and administration of customer loyalty reward and promotional incentive programs and trade show exhibitions for commercial and advertising purposes in the field of customer loyalty reward and sales and promotional incentive programs and sales promotions; business strategy consultancy and providing business information relating to retail sale matters and marketing through promotional incentive award schemes and customer loyalty programs; business management services relating to information, namely, providing marketing and operational information regarding the operation of customer incentive reward programs; business management; conducting business and market research surveys for others; business services, namely, providing information regarding customer loyalty reward and sales and promotional incentive programs and sales promotions and companies participating in loyalty reward and sales and promotional incentive programs; collecting and analyzing information relating to market analysis and research for business purposes; data compiling and analyzing relating to market research; business services for retailers, namely, the collection, reporting, and analysis of point of sale data for business purposes; conducting employee incentive reward programs for others to promote, recognize, and reward employee performance through the distribution of prepaid stored-value cards and points and miles which can be redeemed for goods and services from a catalogue, participating merchants and service providers; business consultation services in the field of the issuance, redemption and expiry of points and miles which can be redeemed for goods and services of participating merchants and service providers, and the calculation thereof and the calculation of estimates of points and miles issued that will never be redeemed; customer loyalty services for commercial, promotional and advertising purposes, namely, providing incentive reward programs for customers to promote the sale of products and services of others; providing incentive reward programs for customers through the issuance and processing of loyalty coupons for frequent use of participating businesses; market analysis services; market research services; market research consultation in the field of customer loyalty strategies, promotion strategies and pricing strategies; development of marketing strategies and concepts, namely, strategies to obtain and maintain customer loyalty to third party companies, namely, customer base identification strategies and customer knowledge and relationship management, retention strategies and added value services management, as in prizes and rewards and access to information; promoting the sale of credit card accounts of others through the administration of incentive reward programs; providing incentive reward programs for customers through issuance and processing of loyalty points for on-line purchase of company's goods and services; promoting, advertising and marketing customer loyalty programs of others; business services provided to the consumer retail industry, namely, the collection, reporting, and analysis of point of sale data for business purposes; providing incentive reward programs for customers, employees and business partners through the distribution of prepaid stored value cards for the purpose of promoting and rewarding loyalty; providing information in the field of on-line computer tracking of sales objectives and fulfillment services for performance incentives by means of a global computer network; provision of business management information; marketing by transmission of on-line publicity for third parties through electronic communications networks; promotional services, namely, design and distribution of catalogs and advertising materials of others; research in the fields of customer loyalty, loyalty reward programs, marketing, advertising and marketing data compiling and analyzing; providing information in the fields of customer loyalty reward programs, marketing, advertising, and customer relationship management for registered users in virtual communities and social networks via a chat room on a website (Int'l Class: 38) Services: Providing others access to computer databases regarding customer loyalty reward and sales and promotional incentive programs and sales promotions and companies participating in loyalty reward and sales and promotional incentive programs; Providing an on-line chat room featuring an on-line community, for registered users to form virtual communities and engage in social networking in the fields of customer loyalty reward programs, marketing, advertising, and customer relationship management via a website (Int'l Class: 42) Services: Design of computer systems for storing, retrieving and sending information; interactive hosting services which allow the user to publish and share their own content and images online; new product research and development services for others; design and development of computer software applications for mobile phones and portable devices; computer software design; hosting computer databases regarding customer loyalty reward and sales and promotional incentive programs and sales promotions and companies participating in loyalty reward and sales and promotional incentive programs</p>	
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SMARTJOURNEY	Canada Registered	Int'l Class: 09, 35, 42 (Int'l Class: 09) Goods: Downloadable computer software for use in customer relationship management (CRM)	Aimia US Inc. 100 North 6th Street,	RN: TMA1247692 AN: 1983716
	Last Status Received: Registered, August 2, 2024 Office Status: Registered Filed: September 5, 2019 Registered: August 2, 2024 Expiration Date: August 2, 2034	(Int'l Class: 35) Services: Outsource service provider in the field of customer relationship management, customer relationship management (CRM) (Int'l Class: 42) Services: Providing temporary use of non-downloadable cloud-based software for customer relationship management (CRM)	Suite 650 C Minneapolis, MN 55403, United States of America	

SMARTJOURNEY	<p>United Kingdom Registered Last Status Received: Registered, December 27, 2019 Filed: October 4, 2019 Registered: December 27, 2019 Expiration Date: October 4, 2029</p>	<p>Int'l Class: 09, 35, 42 (Int'l Class: 09) Downloadable computer software for use in customer relationship management (CRM). (Int'l Class: 35) Advertising; organization, administration of loyalty programs which provides consumer incentives such as discounts on goods and services purchased through retail outlets; promotional services, namely, promoting the sale of goods and services of others by awarding points redeemable for consumer merchandise and distributing coupons; business management and administration consultancy; business advice and information; business advisory and consultancy services relating to database management and marketing; business data analysis; business research and analysis of markets; Business administration of consumer loyalty programs; Administration of a consumer loyalty program to promote restaurant services and retail services of others; Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes; promoting the sale of wares and services of others through a consumer loyalty program; advertising agencies, namely, promoting the goods and services of others; advertising and promotion of the sales of goods and services of others through purchase continuity programs consisting of the distribution of points or miles which can be redeemed for goods, services or money from a catalogue, participating merchants and service providers; advertising services rendered to third parties, namely, organization, operation and supervision of sales and promotional incentive schemes; advertising and marketing services, namely, promoting the goods and services of others through the dissemination of advertising matter, publication of publicity texts, opinion polls, sales promotion, management of data files, information and business inquiries, service of promotion attached to programs of development of customer loyalty, organization, implementing and supervision of sales and of a method of promotional premiums; advertising and marketing services, namely, the organization, operation and supervision of sales and promotional incentive schemes; sales promotion services; advisory and consultancy services relating to database management and marketing; market research consultation; analysis of market research data; advertising and marketing services for others, namely, arranging, conducting and administration of customer loyalty reward and promotional incentive programs for commercial and advertising purposes in the field of customer loyalty reward and sales and promotional incentive programs and sales promotions; business consultancy and providing business information relating to sales and promotional incentive or loyalty schemes; business data analysis; business information, namely, providing marketing, systems and operational information regarding the operation of reward programs; business management; business research; business services, namely, providing others and managing for others computer databases regarding customer loyalty reward and sales and promotional incentive programs and sales promotions and companies participating in loyalty reward and sales and promotional incentive programs; collecting and analyzing information relating to market analysis and research for business purposes; data compiling and analyzing relating to market research; business services for retailers, namely, the collection, reporting, and analysis of point of sale data for business purposes; market research consultation; business consultation services in the field of the issuance, redemption and expiry of points or miles which can be redeemed for goods and services of participating merchants and service providers, and the calculation thereof and the calculation of estimates of points or miles issued that will never be redeemed; customer loyalty services for commercial, promotional and advertising purposes, namely, providing incentive reward programs for</p>	<p>Aimia US Inc. (Company or Organisation Delaware) 100 North Sixth Street, Suite 650C, 55403, Minneapolis, Minnesota, United States of America</p>	<p>AN: UK00003434022</p>
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		<p>customers to promote the sale of products and services of others; providing incentive reward programs for customers through the issuance and processing of loyalty coupons for frequent use of participating businesses; market analysis services; market research services; market research consultation in the field of customer loyalty strategies, promotion strategies and pricing strategies; development of marketing strategies and concepts, namely, strategies to obtain and maintain customer loyalty to third party companies, namely, customer base identification strategies and customer knowledge and relationship management, retention strategies and added value services management, as in prizes and rewards and provision of commercial or business information; providing incentive reward programs for customers through issuance and processing of loyalty points for on-line purchase of company's goods and services; promoting, advertising and marketing customer loyalty programs of others; business services provided to the consumer retail industry, namely, the collection, reporting, and analysis of point of sale data for business purposes; providing incentive reward programs for customers, employees and business partners through the distribution of prepaid stored value cards for the purpose of promoting and rewarding loyalty; providing business or commercial information in the field of on-line computer tracking of sales objectives and fulfillment services for performance incentives by means of a global computer network; provision of business management information; publicity and sales promotion services; promotional services, namely, design and distribution of catalogs and promotional items of others for publicity purposes; Business research in the field of customer loyalty, loyalty reward programs, marketing, advertising and commercial data analytics; Outsourcing service provider in the field of customer relationship management, customer</p>		
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SMARTJOURNEY	<p>United Kingdom Registered Last Status Received: Registered, June 27, 2020 Filed: October 4, 2019 Registered: June 27, 2020 Expiration Date: October 4, 2029</p>	<p>Int'l Class: 09, 35, 42 (Int'l Class: 09) Downloadable computer software for use in customer relationship management (CRM). (Int'l Class: 35) Advertising; organization, administration of loyalty programs which provides consumer incentives such as discounts or loyalty coupons on goods and services purchased through retail outlets; promotional services, namely, promoting the sale of goods and services of others by awarding points redeemable for consumer merchandise and distributing coupons; business management and administration consultancy; business advice and information; business advisory and consultancy services relating to database management and marketing; business data analysis; business research and analysis of markets; Business administration of consumer loyalty programs; Administration of a consumer loyalty program to promote restaurant services and retail services of others; Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes; promoting the sale of wares and services of others through a consumer loyalty program; advertising agencies, namely, promoting the goods and services of others; advertising and promotion of the sales of goods and services of others through purchase continuity programs consisting of the distribution of points or miles which can be redeemed for goods, services or money from a catalogue, participating merchants and service providers; advertising services rendered to third parties, namely, organization, operation and supervision of sales and promotional incentive schemes; advertising and marketing services, namely, promoting the goods and services of others through the dissemination of advertising matter, publication of publicity texts, opinion polls, sales promotion, management of data files, information and business inquiries, service of promotion attached to programs of development of customer loyalty, organization, implementing and supervision of sales and of a method of promotional premiums; advertising and marketing services, namely, the organization, operation and supervision of sales and promotional incentive schemes; sales promotion services; advisory and consultancy services relating to database management and marketing; market research consultation; analysis of market research data; advertising and marketing services for others, namely, arranging, conducting and administration of customer loyalty reward and promotional incentive programs for commercial and advertising purposes in the field of customer loyalty reward and sales and promotional incentive programs and sales promotions; business consultancy and providing business information relating to sales and promotional incentive or loyalty schemes; business information, namely, providing marketing, software system and operational information regarding the operation of reward programs; business management; business research; business services, namely, providing and managing for others computer databases regarding customer loyalty reward and sales and promotional incentive programs and sales promotions and companies participating in loyalty reward and sales and promotional incentive programs; collecting and analyzing information relating to market</p>	<p>Aimia US Inc. (Company or Organisation Delaware) 100 North Sixth Street, Suite 650C, 55403, Minneapolis, United States of America</p>	<p>AN: UK00918132917</p>
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		<p>analysis and research for business purposes; data compiling and analyzing relating to market research; business services for retailers, namely, the collection, reporting, and analysis of point of sale data for business purposes; business consultation services in the field of the issuance, redemption and expiry of points or miles which can be redeemed for goods and services of participating merchants and service providers, and the calculation thereof and the calculation of estimates of points or miles issued that will never be redeemed; customer loyalty services for commercial, promotional and advertising purposes, namely, providing incentive reward programs for customers to promote the sale of products and services of others; providing incentive reward programs for customers through the processing of loyalty coupons for frequent use of participating businesses; market analysis services; market research services; market research consultation in the field of customer loyalty strategies, promotion strategies and pricing strategies; development of marketing strategies and concepts, namely, strategies to obtain and maintain customer loyalty to third party companies, namely, customer base identification strategies and customer knowledge and relationship management, retention strategies and added value services management, as in prizes and rewards and provision of commercial or business information; providing incentive reward programs for customers through issuance and processing of loyalty points for on-line purchase of company's goods and services; promoting, advertising and marketing customer loyalty programs of others; business services provided to the consumer retail industry, namely, the collection, reporting, and analysis of point of sale data for business purposes; providing incentive reward programs for customers, employees and business partners through the distribution of prepaid stored value cards for the purpose of promoting and rewarding loyalty; providing business or commercial information in the field of on-line computer tracking of sales objectives and fulfillment services for performance incentives by means of a global computer network; provision of business management information; publicity and sales promotion services; promotional services, namely, design and distribution of catalogs and promotional items of others for publicity purposes; Business research in the field of customer loyalty, loyalty reward programs, marketing, advertising and commercial data analytics; Outsource service provider in the field of customer relationship management, customer relationship management (CRM).</p>		
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SMARTJOURNEY	<p>Singapore Published Last Status Received: Published, October 7, 2019 Filed: October 7, 2019</p>	<p>Int'l Class: 09, 35, 42 (Int'l Class: 09) Downloadable computer software for use in customer relationship management (CRM). (Int'l Class: 35) Advertising; organization, administration of loyalty programs which provides consumer incentives such as discounts on goods and services purchased through retail outlets; promotional services, namely, promoting the sale of goods and services of others by awarding points redeemable for consumer merchandise and distributing coupons; business management and administration consultancy; business advice and information; business advisory and consultancy services relating to database management and marketing; business data analysis; business research and analysis of markets; Business administration of consumer loyalty programs; Administration of a consumer loyalty program to promote restaurant services and retail services of others; Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes; promoting the sale of wares and services of others through a consumer loyalty program; advertising agencies, namely, promoting the goods and services of others; advertising and promotion of the sales of goods and services of others through purchase continuity programs consisting of the distribution of points or miles which can be redeemed for goods, services or money from a catalogue, participating merchants and service providers; advertising services rendered to third parties, namely, organization, operation and supervision of sales and promotional incentive schemes; advertising and marketing services, namely, promoting the goods and services of others through the dissemination of advertising matter, publication of publicity texts, opinion polls, sales promotion, management of data files, information and business inquiries, service of promotion attached to programs of development of customer loyalty, organization, implementing and supervision of sales and of a method of promotional premiums; advertising and marketing services, namely, the organization, operation and supervision of sales and promotional incentive schemes; sales promotion services; advisory and consultancy services relating to database management and marketing; market research consultation; analysis of market research data; advertising and marketing services for others, namely, arranging, conducting and administration of customer loyalty reward and promotional incentive programs for commercial and advertising purposes in the field of customer loyalty reward and sales and promotional incentive programs and sales promotions; business</p>	<p>Aimia US Inc.</p>	<p>AN: 40201921863W</p>
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		<p>consultancy and providing business information relating to sales and promotional incentive or loyalty schemes; business data analysis; business information, namely, providing marketing, systems and operational information regarding the operation of reward programs; business management; business research; business services, namely, managing for others computer databases regarding customer loyalty reward and sales and promotional incentive programs and sales promotions and companies participating in loyalty reward and sales and promotional incentive programs; collecting and analyzing information relating to market analysis and research for business purposes; data compiling and analyzing relating to market research; business services for retailers, namely, the collection, reporting, and analysis of point of sale data for business purposes; market research consultation; business consultation services in the field of the issuance, redemption and expiry of points or miles which can be redeemed for goods and services of participating merchants and service providers, and the calculation thereof and the calculation of estimates of points or miles issued that will never be redeemed; customer loyalty services for commercial, promotional and advertising purposes, namely, providing incentive reward programs for customers to promote the sale of products and services of others; providing incentive reward programs for customers through the issuance and processing of loyalty coupons for frequent use of participating businesses; market analysis services; market research services; market research consultation in the field of customer loyalty strategies, promotion strategies and pricing strategies; development of marketing strategies and concepts, namely, strategies to obtain and maintain customer loyalty to third party companies, namely, customer base identification strategies and customer knowledge and relationship management, retention strategies and added value services management, as in prizes and rewards and provision of commercial or business information; providing incentive reward programs for customers through issuance and processing of loyalty points for on-line purchase of company's goods and services; promoting, advertising and marketing customer loyalty programs of others; business services provided to the consumer retail industry, namely, the collection, reporting, and analysis of point of sale data for business purposes; providing incentive reward programs for customers, employees and business partners through the distribution of prepaid stored value cards for the purpose of promoting and rewarding loyalty; providing business or commercial information in the field of on-line computer tracking of sales objectives and fulfillment services for performance incentives by means of a global computer network; provision of business management information; publicity and sales promotion services; promotional services, namely, design and distribution of catalogs and promotional items of others for publicity purposes; Business research in the field of customer loyalty, loyalty reward programs, marketing, advertising and commercial data analytics; Outsource service provider in the field of customer relationship management, customer relationship management (CRM).</p>		
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SMARTJOURNEY	<p>European Union Registered Last Status Received: Registered, June 30, 2020 Filed: October 4, 2019 Registered: June 27, 2020 Expiration Date: October 4, 2029</p>	<p>Int'l Class: 09, 35, 42 (Int'l Class: 09) Downloadable computer software for use in customer relationship management (CRM). (Int'l Class: 35) Advertising; organization, administration of loyalty programs which provides consumer incentives such as discounts or loyalty coupons on goods and services purchased through retail outlets; promotional services, namely, promoting the sale of goods and services of others by awarding points redeemable for consumer merchandise and distributing coupons; business management and administration consultancy; business advice and information; business advisory and consultancy services relating to database management and marketing; business data analysis; business research and analysis of markets; Business administration of consumer loyalty programs; Administration of a consumer loyalty program to promote restaurant services and retail services of others; Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes; promoting the sale of wares and services of others through a consumer loyalty program; advertising agencies, namely, promoting the goods and services of others; advertising and promotion of the sales of goods and services of others through purchase continuity programs consisting of the distribution of points or miles which can be redeemed for goods, services or money from a catalogue, participating merchants and service providers; advertising services rendered to third parties, namely, organization, operation and supervision of sales and promotional incentive schemes; advertising and marketing services, namely, promoting the goods and services of others through the dissemination of advertising matter, publication of publicity texts, opinion polls, sales promotion, management of data files, information and business inquiries, service of promotion attached to programs of development of customer loyalty, organization, implementing and supervision of sales and of a method of promotional premiums;</p>	<p>Aimia US Inc. (legal entity Delaware) 100 North Sixth Street, Suite 650C, 55403, Minneapolis, Minnesota, United States of America</p>	<p>RN: 018132917 AN: 018132917</p>
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		<p>advertising and marketing services, namely, the organization, operation and supervision of sales and promotional incentive schemes; sales promotion services; advisory and consultancy services relating to database management and marketing; market research consultation; analysis of market research data; advertising and marketing services for others, namely, arranging, conducting and administration of customer loyalty reward and promotional incentive programs for commercial and advertising purposes in the field of customer loyalty reward and sales and promotional incentive programs and sales promotions; business consultancy and providing business information relating to sales and promotional incentive or loyalty schemes; business information, namely, providing marketing, software system and operational information regarding the operation of reward programs; business management; business research; business services, namely, providing and managing for others computer databases regarding customer loyalty reward and sales and promotional incentive programs and sales promotions and companies participating in loyalty reward and sales and promotional incentive programs; collecting and analyzing information relating to market analysis and research for business purposes; data compiling and analyzing relating to market research; business services for retailers, namely, the collection, reporting, and analysis of point of sale data for business purposes; business consultation services in the field of the issuance, redemption and expiry of points or miles which can be redeemed for goods and services of participating merchants and service providers, and the calculation thereof and the calculation of estimates of points or miles issued that will never be redeemed; customer loyalty services for commercial, promotional and advertising purposes, namely, providing incentive reward programs for customers to promote the sale of products and services of others; providing incentive reward programs for customers through the processing of loyalty coupons for frequent use of participating businesses; market analysis services; market research services; market research consultation in the field of customer loyalty strategies, promotion strategies and pricing strategies; development of marketing strategies and concepts, namely, strategies to obtain and maintain customer loyalty to third party companies, namely, customer base identification strategies and customer knowledge and relationship management, retention strategies and added value services management, as in prizes and rewards and provision of commercial or business information; providing incentive reward programs for customers through issuance and processing of loyalty points for on-line purchase of company's goods and services; promoting, advertising and marketing customer loyalty programs of others; business services provided to the consumer retail industry, namely, the collection, reporting, and analysis of point of sale data for business purposes; providing incentive reward programs for customers, employees and business partners through the distribution of prepaid stored value cards for the purpose of promoting and rewarding loyalty; providing business or commercial information in the field of on-line computer tracking of sales objectives and fulfillment services for performance incentives by means of a global computer network; provision of business management information; publicity and sales promotion services; promotional services, namely, design and distribution of catalogs and promotional items of others for publicity purposes; Business research in the field of customer loyalty, loyalty reward programs, marketing, advertising and commercial data analytics; Outsource service provider in the field of customer relationship management, customer relationship management (CRM).</p>		
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SMARTJOURNEY	United Arab Emirates Registered Last Status Received: Registered Filed: November 17, 2019	Int'l Class: 35 (Translation) (Int'l Class: 35) Category: Advertising; Organizing, and managing loyalty programsThat provides incentives to consumers like discounts onGoods and services purchased through sales outletsRetail; promotional services, i.e. promotion for sellingGoods and services of others by awarding scalable pointsFor reimbursement of consumer goods and the distribution of vouchers;Business administration and management consulting; adviceBusiness information; business consulting servicesAnd base management consulting servicesData and Marketing; Business Data Analysis; ResearchCommercial and market analysis; business management softwareConsumer loyalty; manage the consumer loyalty programTo promote catering and retail servicesFor others; customer loyalty services and club servicesCustomers, for commercial, promotional and / orAdvertising; promotion of selling tools and servicesTo others through the consumer loyalty program; agenciesAdvertising, in particular, the promotion of other goods and services;Advertising and promotion of sales of goods and servicesTo others through which purchase continuity programsIt consists of a distribution of points or miles that can beReplace it with goods, services, or money fromThe catalog, participating merchants and service providers;Advertising services provided to third parties,Specifically, organize,	Aimia US Inc. Minneapolis, United States of America	AN: 320735
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		<p>operate, and monitor sales plansPromotional incentives; advertising and marketing services,Any promotion of other goods and services through publicationAdvertising materials and publishing propaganda textsPolls, sales promotion and management02/2020 / Trademark Bulletin - No. 209 Issue Date: 27Data files, information and inquiriesCommercial and promotion service accompanying development programsCustomer loyalty, sales organization, implementation and supervisionAdvertising and promotional premiums; advertising servicesMarketing, any organization, operation and supervision of plansSales and promotional incentives; promotion servicesSales; Consultancy related consulting servicesManages and markets databases; research consultingMarket; market research data analysis; servicesAdvertising and marketing to others, i.e. organization, actionCustomer loyalty reward management and incentive programsPromotional for commercial and advertising purposes in the fieldCustomer loyalty reward, sales programs, and programsPromotional incentives and sales promotion; consultingCommercial and provide related commercial informationWith sales, promotional incentive or loyalty programs;Business data analysis, business information,Specifically, providing marketing, systems and informationOperating related to the operation of rewards programs; managementBusiness; commercial research; business services,Specifically providing others and managing databasesOthers' computer regarding rewardCustomer loyalty, sales programs, and promotional incentivesSales promotions and companies participating in the programsCustomer loyalty rewards and promotional salesPromotional incentives; collection and analysis of informationRelating to market analysis and research for business purposes;Collecting and analyzing data related to market research;Business services for retailers, specifically, pluralPOS data, reporting and analysisCommercial purposes; market research consulting;Business consulting services in the field of issuanceRedeem and expire points or miles that can beRedeem them for goods and services of merchants and providersParticipant services, calculation, and calculation of estimatesPoints or miles issued that have never been redeemedPurchased; customer loyalty services for commercial purposesAnd promotional and advertising, that is, providing bonus programsIncentives for customers to encourage the sale of products and servicesOthers; provide incentive reward programs for clients fromDuring the issuance and processing of loyalty coupons to useFrequent companies involved; market analysis services;Market research services; market research consultancyIn the area of customer loyalty strategies, strategiesPromotion and pricing strategies; developmentMarketing strategies and concepts, in particular,Strategies for obtaining and maintaining customer loyaltyIt is for third-party companies, specifically, strategiesDefine a customer base, customer knowledge and managementRelationships, retention strategies and service managementValue added, as in prizes, rewards and savingsBusiness or business information; provideIncentive reward programs for clients through issuanceLoyalty points are addressed for online purchases of merchandiseThe company and its services; merchandising, advertising and marketingCustomer loyalty programs for others; business servicesProvided to the consumer retail sector, ieCollecting and reporting POS dataBusiness analysis and analysis; providing reward programsIncentives for clients, employees, and business partnersBy distributing paid stored value cardsAdvance to enhance and reward loyalty; savingBusiness or commercial information in the tracking fieldComputer online for sales and service goalsFulfillment of performance incentives through a computer networkGlobal; providing information about business administration;Advertising and sales promotion services; servicesPromotional, specifically, design and distribution of catalogsPromotional materials for others for advertising purposes;Business research in customer loyalty and programsLoyalty reward, marketing, advertising, and analysisBusiness data; outsourcing service providerExternal in customer relationship management and managementCustomer Relations) C. RM (.</p>		11
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SMARTJOURNEY	United Arab Emirates Registered Last Status Received: Registered Filed: November 17, 2019	Int'l Class: 42 (Translation) (Int'l Class: 42) Category: IT systems design;Computer software design; providing temporary useFor non-downloadable cloud management software for relationshipsClients (CRM).	Aimia US Inc. Minneapolis, United States of America	AN: 320736
SMARTJOURNEY	Australia Registered	Int'l Class: 09, 35, 42 (Int'l Class: 09) Downloadable computer software for use in customer relationship management (CRM)	Aimia US Inc. Minnesota 55403,	RN: 2041832 AN: 2041832

	Last Status Received: Registered Office Status: Registered: Registered/protected Filed: October 4, 2019 Registered: October 4, 2019 Expiration Date: October 4, 2029	(Int'l Class: 35) Advertising; organization, administration of loyalty programs which provides consumer incentives such as discounts on goods and services purchased through retail outlets; promotional services, namely, promoting the sale of goods and services of others by awarding points redeemable for consumer merchandise and distributing coupons; business management and administration consultancy; business advice and information; business advisory and consultancy services relating to database management and marketing; business data analysis; business research and analysis of markets; Business administration of consumer loyalty programs; Administration of a consumer loyalty program to promote restaurant services and retail services of others; Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes; promoting the sale of wares and services of others through a consumer loyalty program; advertising agencies, namely, promoting the goods and services of others; advertising and promotion of the sales of goods and services of others through purchase continuity programs consisting of the distribution of points or miles which can be redeemed for goods, services or money from a catalogue, participating merchants and service providers; advertising services rendered to third parties, namely, organization, operation and supervision of sales and promotional incentive schemes; advertising and marketing services, namely, promoting the goods and services of others through the dissemination of advertising matter, publication of publicity texts, opinion polls, sales promotion, management of data files, information and business inquiries, service of promotion attached to programs of development of customer loyalty, organization, implementing and supervision of sales and of a method of promotional premiums; advertising and marketing services, namely, the organization, operation and supervision of sales and promotional incentive schemes; sales promotion services; advisory and consultancy services relating to database management and marketing; market research consultation; analysis of market research data; advertising and marketing services for others, namely, arranging, conducting and administration of customer loyalty reward and promotional incentive programs for commercial and advertising purposes in the field of customer loyalty reward and sales and promotional incentive programs and sales promotions; business consultancy and providing business information relating to sales and promotional incentive or loyalty schemes; business data analysis; business information, namely, providing marketing, systems and operational information regarding the operation of reward programs; business management; business research; business services, namely, providing others and managing for others computer databases regarding customer loyalty reward and sales and promotional incentive programs and sales promotions and companies participating in loyalty reward and sales and promotional incentive programs; collecting and analyzing information relating to market analysis and research for business purposes; data compiling and analyzing relating to market research; business services for retailers, namely, the collection, reporting, and analysis of point of sale data for business purposes; market research consultation; business consultation services in the field of the issuance, redemption and expiry of points or miles which can be redeemed for goods and services of participating merchants and service providers, and the calculation thereof and the calculation of estimates of points or miles issued that will never be redeemed; customer loyalty services for commercial, promotional and advertising purposes, namely, providing incentive reward programs for customers to promote the sale of products and services of others; providing incentive reward programs for customers through the issuance and processing of loyalty coupons for frequent use of participating businesses; market analysis services; market research services; market research consultation in the field of customer loyalty strategies, promotion strategies and pricing strategies; development of marketing strategies and concepts, namely, strategies to obtain and maintain customer loyalty to third party companies, namely, customer base identification strategies and customer knowledge and relationship management, retention strategies and added value services management, as in prizes and rewards and provision of commercial or business information; providing incentive reward programs for customers	United States of America	
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		Design of information technology systems; computer software design; Providing temporary use of non-downloadable cloud-based software for customer relationship management (CRM)	
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KOGNITIV	USA Registered, July 14, 2020 Office Status: Registered Filed: September 28, 2017 Registered: July 14, 2020 Register Type: Principal Register	Int'l Class: 09, 35, 42 (Int'l Class: 09) Computer software, namely, software for maintaining and providing third party access to databases containing information about the travel industry including information on hotel and travel packages, costs, utilization and vacancies and guest profiles; computer software, namely, software for maintaining and providing third party access to a global computer network to analyze information about the travel industry including information on hotel and travel packages, costs, utilization and vacancies and guest profiles; computer software, namely, software for providing third party access to online hotel reservation and tourist agency services for travel industry providers (Int'l Class: 35) Market research services, namely, collecting, analyzing and providing access to data about the travel industry including information on hotel and travel packages, costs, utilization and vacancies and guest profiles; customer loyalty services and customer club services for commercial, promotional and advertising purposes; conducting consumer loyalty, reward, affinity and incentive programs for commercial promotion and advertising purposes; business consulting services in the field of travel and operation of travel-related businesses; advertising services, namely, promoting and marketing the goods and services of other via electronic communications networks (Int'l Class: 42) Software as a service (SAAS) services featuring software for gaining access to an online database containing information about the travel industry, namely, information on hotel and travel packages, costs, utilization and vacancies and guest profiles; software as a service (SAAS) services featuring software for gaining access to an online computer network to analyze information about the travel industry, namely, information on hotel and travel packages, costs, utilization and vacancies and guest profiles; software as a service (SAAS) services featuring software for taking and processing hotel reservations by travel industry providers and sending hotel reservation information to travel industry providers; software as a service (SAAS) services featuring software for accessing a tourist agency database for travel industry providers; software as a service (SAAS) services featuring software for managing and using virtual currency or rewards points for purchasing goods and services on electronic communications networks; software as a service (SAAS) services featuring software for conducting customer loyalty, reward, affinity and incentive programs; software as a service (SAAS) services featuring software for promoting and marketing the goods and services of others via electronic communications networks; computer software design and maintenance of computer software for the travel industry, namely, application support of software for creating dynamic packaging and facilitating individual sale of travel products, including air, room, car, travel activities and cruises and administering network connectivity between suppliers and distributors of travel products	Kognitiv Corporation (Canada Corporation) P.O. Box 40022, Waterloo Square, WATERLOO, ONTARIO N2J 4V1 Canada	RN: 6098507 SN: 87626583
KOGNITIV	Canada	Int'l Class: 36, 39, 41, 43	Kognitiv	RN: TMA960208

	Registered Last Status Received: Registered, January 16,	(Int'l Class: 36) Services: Real estate agency services; rental of apartments; (Int'l Class: 39) Services: Tourist agency services; (Int'l Class: 41) Services: Providing electronic information concerning travel and travel destinations, educational services pertaining to travel and travel destinations.	Corporation PO BOX 40022 Waterloo Square Waterloo, N2J4V1, ONTARIO, Canada	AN: 1765429
	2017 Office Status: Registered Filed: January 28, 2016 Registered: January 16, 2017 Expiration Date: January 16, 2032	(Int'l Class: 43) Services: Hotel reservation services;		
KOGNITIV	Canada Registered Last Status Received: Registered, January 24, 2020 Office Status: Registered Filed: September 27, 2017 Registered: January 24, 2020 Expiration Date: January 24, 2030	Int'l Class: 09, 35, 42 (Int'l Class: 09) Goods: Computer software, namely, software for maintaining and providing third party access to databases containing information about the travel industry including information on hotel and travel packages, costs, utilization and vacancies and guest profiles; Computer software, namely, software for maintaining and providing third party access to a global computer network to analyze information about the travel industry including information on hotel and travel packages, costs, utilization and vacancies and guest profiles; Computer software, namely, software for providing third party access to online hotel reservation and tourist agency services for travel industry providers. (Int'l Class: 35) Services: Market research services, namely, collecting, analyzing and providing access to data about the travel industry including information on hotel and travel packages, costs, utilization and vacancies and guest profiles; customer loyalty services and customer club services for commercial, promotional and advertising purposes; conducting consumer loyalty, reward, affinity and incentive programs for commercial promotion and advertising purposes; business consulting services in the field of travel and operation of travel-related businesses; advertising services, namely, advertising the goods and services of others via electronic communications networks (Int'l Class: 42) Services: Software as a service (SAAS) services featuring software for gaining access to an online database containing information about the travel industry, namely, information on hotel and travel packages, costs, utilization and vacancies and guest profiles; Software as a service (SAAS) services featuring software for gaining access to an online computer network to analyze information about the travel industry, namely, information on hotel and travel packages, costs, utilization and vacancies and guest	Kognitiv Corporation PO Box 40022 Waterloo Square Waterloo, N2J4V1, ONTARIO, Canada	RN: TMA1070724 AN: 1859880

	<p>profiles; software as a service (SAAS) services featuring software for taking and processing hotel reservations by travel industry providers and sending hotel reservation information to travel industry providers; software as a service (SAAS) services featuring software for accessing a tourist agency database for travel industry providers; Software as a service (SAAS) services featuring software for managing and using virtual currency or rewards points for purchasing goods and services on electronic communications networks; Software as a service (SAAS) services featuring software for conducting customer loyalty, reward, affinity and incentive programs; Software as a service (SAAS) services featuring software for advertising the goods and services of others via electronic communications networks; Computer software design and maintenance of computer software for the travel industry, namely application support of software for creating dynamic packaging and facilitating individual sale of travel products, including air, room, car, travel activities and cruises and administering network connectivity between suppliers and distributors of travel products</p>		
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KOGNITIV and Design	<p>Hong Kong Registered Last Status Received: Registered, March 2, 2018 Filed: September 6, 2017 Registered: March 2, 2018 Expiration Date: September 5, 2027</p>	<p>Int'l Class: 09, 35, 36, 39, 42, 43 (Int'l Class: 09) Computer software, namely, software for maintaining and providing third party access to databases containing information about the travel industry including information on hotel and travel packages, costs, utilization and vacancies and guest profiles; Computer software, namely, software for maintaining and providing third party access to a global computer network to analyze information about the travel industry including information on hotel and travel packages, costs, utilization and vacancies and guest profiles; Computer software, namely, software for providing third party access to online hotel reservation and tourist agency services for travel industry providers; scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; compact discs, DVDs and other digital recording media; mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment, computers; computer software; fire-extinguishing apparatus (Int'l Class: 35) Market research services, namely, collecting, analyzing and providing access to data about the travel industry including information on hotel and travel packages, costs, utilization and vacancies and guest profiles; customer loyalty services and customer club services for commercial, promotional and advertising purposes; conducting consumer loyalty, reward, affinity and incentive programs for commercial promotion and advertising purposes; business consulting services in the field of travel and operation of travel-related businesses; advertising services, namely, promoting and marketing the goods and services of other via electronic communications networks; advertising; business management; business administration; office functions (Int'l Class: 36) Real estate agency services; rental of apartments; insurance; financial affairs; monetary affairs; real estate affairs (Int'l Class: 39) Tourist agency services, namely, making reservations and bookings for transportation for tourists, travel booking agencies; providing electronic information concerning travel and travel destination; transport; packaging and storage of goods; travel arrangement (Int'l Class: 42) Software as a service (SAAS) services featuring software for gaining access to an online database containing information about the travel industry, namely, information on hotel and travel packages, costs, utilization and vacancies and guest profiles; Software as a service (SAAS) services featuring software for gaining access to an online computer network to analyze information about the travel industry, namely, information on hotel and travel packages, costs, utilization and vacancies and guest profiles; software as a service (SAAS) services featuring software for taking and processing hotel reservations by travel industry providers and sending hotel reservation information to travel industry providers; software as a service (SAAS) services featuring software for accessing a tourist agency database for travel industry providers; Software as a service (SAAS) services featuring software for managing and using virtual currency or rewards points for purchasing goods and services on electronic communications networks; Software as a service (SAAS) services featuring software for conducting customer loyalty, reward, affinity and incentive programs; Software as a service (SAAS) services featuring software for promoting and marketing the goods and services of others via</p>	<p>Kognitiv Corporation P O BOX 40022, Waterloo Square; Waterloo N2J 4V1, Ontario; CANADA, Canada</p>	<p>RN: 304264768 AN: 304264768</p>
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		electronic communications networks; Computer software design and maintenance of computer software for the travel industry, namely application support of software for creating dynamic packaging and facilitating individual sale of travel products, including air, room, car, travel activities and cruises and administering network connectivity between suppliers and distributors of travel products; scientific and technological services and research and design relating thereto; industrial analysis and research		
KOGNITIV	European Union	<p>services; design and development of computer hardware and software (Int'l Class: 43) Hotel reservation services; services for providing food and drink; temporary accommodation</p> <p>9, 35, 36, 39, 42, 43</p>	Demeure Operating Company Ltd.	015067341
KOGNITIV	United Kingdom	<p>9 - Computer software, in particular for use in the field of travel arrangement. 35 - Marketing and promotion (advertising) in relation to travel. 36 - Arranging of travel insurance; Issuing of travel vouchers; Financial services relating to travel. 39 - Passenger transport; Passenger transport; Providing of transport information; Transportation of travellers' baggage; Agency services for arranging the transportation of travellers' luggage; Travel consultancy and information services; Travel agency; Travel agency and booking services; Tour operator services; Providing information relating to the planning and booking of travel and transportation via electronic media. 42 - Development, Programming and implementation of computer software, In particular for use in the field of travel arrangement. 43 - Booking of accommodation for travellers; Reservation of tourist accommodation; Providing of accommodation information; Travel agency services for booking restaurants.</p>	Demeure Operating Company Ltd. 3 Regina Street North, Waterloo, N2J 2Z7, Canada	UK00915067341