

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

B E T W E E N:

SMARTPAY INC.

Applicant

- and -

CUREXE INC.

Respondent

**IN THE MATTER OF PART XVIII OF THE *CANADA BUSINESS CORPORATIONS
ACT, RSC 1985, C C-44***

**APPLICATION RECORD
(RETURNABLE 2 NOVEMBER 2020)**

Date: 27 October 2020

GOWLING WLG (CANADA) LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. Patrick Shea (LSUC No. 39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661

Solicitors for the Applicant

TO: CUREXE INC.
10 Dundas St E, Suite 500
Toronto ON M5B 2G9

**AND TO: LUMINUS FINANCIAL SERVICES & SAVINGS CREDIT UNION
LIMITED**
1 Yonge St
Toronto ON M5E 1E5

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TAB 1

Court File No.: CV-20-00650219-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

B E T W E E N:

SMARTPAY INC.

Applicant

- and -

CUREXE INC.

Respondent



**IN THE MATTER OF PART XVIII OF THE *CANADA BUSINESS CORPORATIONS
ACT, RSC 1985, C C-44***

NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the applicants. The claim made by the applicants is set out on the following pages.

THIS APPLICATION will come on for on **Monday, 2 November, 2020 at 10:00 a.m.**, at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38C prescribed by the *Rules of Civil Procedure*, serve it on the applicants' lawyer or, where the applicants do not have a lawyer, serve it on the applicants, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicants' lawyer or, where the applicants do not have a lawyer, serve it on the applicants, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2:00 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: ²⁷~~26~~ October 2020

Issued by **Maggie Sawka**
Local Registrar

Digitally signed by Maggie Sawka
DN: cn=Maggie Sawka, o=Ministry of the Attorney General,
ou=Superior Court of Justice,
email=maggie.sawka@ontario.ca, c=CA
Date: 2020.10.27 12:20:03 -0400

Address of Court Office:
330 University Avenue 9th floor
Toronto ON M5G 1R7

TO: CUREXE INC.
10 Dundas St E, Suite 500
Toronto ON M5B 2G9

AND TO: LUMINUS FINANCIAL SERVICES & SAVINGS CREDIT UNION LIMITED
1 Yonge St
Toronto ON M5E 1E5

APPLICATION

1. THE APPLICANT MAKES AN APPLICATION FOR:

- (a) An Order substantially in the form attached as **Schedule “A”**:
 - (i) that Curexe Inc. (“**Curexe**”) be liquidated and appointing MNP Ltd. (the “**Liquidator**”) as liquidator;
 - (ii) requiring that Luminus Financial Services & Savings Credit Union Limited (“**Luminus**”) turn over to the Liquidator all funds on deposit with, or held by, Luminus in the name of or for Curexe; and
 - (iii) establishing a procedure for the clients and creditors of Curexe to prove their claims against Curexe.
- (b) An Order, if necessary, validating and abridging service of the Notice of Application and the Application Record on the Respondents; and
- (c) Such further and other relief as this Honourable Court may deem just.

2. THE GROUNDS FOR THE APPLICATION ARE:

- (a) The grounds set forth in the Affidavit of Johnathan Holland sworn 27 October 2020 (the “**Holland Affidavit**”).
- (b) Curexe is incorporated under the *Canada Business Corporations Act*, RSC 1985 c C-44 (the “**CBCA**”).
- (c) Curexe is not bankrupt or insolvent as those terms are defined in s. 2 of the *Bankruptcy and Insolvency Act*, RSC 1983, c B-3.
- (d) Curexe has ceased to carry on active business, and it is just and equitable that the company be liquidated and dissolved under the supervisions of the Court so that its assets and property can be distributed among its clients and creditors.
- (e) The Liquidator has consented to act as liquidator of Curexe.

- (f) Curexe has approximately \$3MM on deposit with Luminus and Luminus has frozen Curexe's accounts.
- (g) Part XVIII of the CBCA.
- (h) Such further and other grounds as counsel may advise and this Honourable Court permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Application:

- (a) The Holland Affidavit; and
- (b) Such further and other evidence as this Honourable Court may permit.

Date: ²⁷~~26~~ October 2020

GOWLING WLG (CANADA) LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. Patrick Shea (LSUC No.: 39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661

Solicitors for the Applicant

SCHEDULE “A”

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

THE HONOURABLE

)

MONDAY, THE 2ND

JUSTICE

)

DAY OF NOVEMBER, 2020

)

B E T W E E N:

SMARTPAY INC.

Applicant

- and -

CUREXE INC.

Respondent

IN THE MATTER OF PART XVIII OF THE *CANADA BUSINESS CORPORATIONS ACT*, RSC 1985, C C-44

LIQUIDATION ORDER

THIS APPLICATION made by SmartPay Inc. (“**SmartPay**”) for an Order pursuant Part XVIII of the *Canada Business Corporations Act*, RSC 1985 c. C-44 (the “**CBCA**”) liquidating Curexe Inc. (“**Curexe**”) appointing MNP Ltd. (“**MNP**”) as liquidator was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Johnathan Holland sworn 27 October 2020 and the Exhibits thereto and on hearing the submissions of counsel for SmartPay and that Curexe has consented to the Application, and on reading the Consent of MNP to act as the Liquidator of Curexe:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

LIQUIDATION

2. **THIS COURT ORDERS** that Curexe be liquidated pursuant to Part XVIII of the CBCA and MNP be and is hereby appointed as liquidator (the “**Liquidator**”).

LIQUIDATOR’S POWERS

3. **THIS COURT ORDERS** that the Liquidator is hereby empowered and authorized, but not obligated, to act at once in respect of the assets, property and undertaking of Curexe, including any funds or monies held for or to the credit of Curexe or in any account opened by or held in the name of Curexe at any financial institution (the “**Property**”) and, without in any way limiting the generality of the foregoing, the Liquidator is hereby expressly empowered and authorized to do any of the following where the Liquidator considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Liquidator's powers and duties, including without limitation those conferred by this Order;

- (d) to receive and collect all monies and accounts now owed or hereafter owing to Curexe and to exercise all remedies of Curexe in collecting such monies, including, without limitation, to enforce any security held by Curexe;
- (e) to settle, extend or compromise any indebtedness owing to the Curexe;
- (f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Liquidator's name or in the name and on behalf of the Curexe;
- (g) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to Curexe, the Property or the Liquidator, and to settle or compromise any such proceedings;
- (h) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Liquidator in its discretion may deem appropriate;
- (i) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (j) to exercise any shareholder, partnership, joint venture or other rights which the Curexe may have; and
- (k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Liquidator takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including Curexe, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE LIQUIDATOR

4. **THIS COURT ORDERS** that (a) Curexe, (b) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (c) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Liquidator of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Liquidator, and shall deliver all such Property to the Liquidator upon the Liquidator's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Liquidator of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of Curexe, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Liquidator or permit the Liquidator to make, retain and take away copies thereof and grant to the Liquidator unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Liquidator due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Liquidator for the purpose of allowing the Liquidator to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Liquidator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Liquidator. Further, for the purposes of this paragraph, all Persons shall provide the Liquidator with all such assistance in

gaining immediate access to the information in the Records as the Liquidator may in its discretion require including providing the Liquidator with instructions on the use of any computer or other system and providing the Liquidator with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE LIQUIDATOR

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Liquidator except with the written consent of the Liquidator or with leave of this Court.

NO PROCEEDINGS AGAINST CUREXE OR THE PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of Curexe or the Property shall be commenced or continued except with the written consent of the Liquidator or with leave of this Court and any and all Proceedings currently under way against or in respect of Curexe or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against Curexe, the Liquidator, or affecting the Property, are hereby stayed and suspended except with the written consent of the Liquidator or leave of this Court, provided that nothing in this paragraph shall (a) empower the Liquidator to carry on any business that Curexe is not lawfully entitled to carry on, (b) exempt the Liquidator or Curexe from compliance with statutory or regulatory provisions relating to health, safety or the environment, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE LIQUIDATOR

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by Curexe, without written consent of the Liquidator or leave of this Court.

DELIVERY OF FUNDS

11. **THIS COURT ORDERS** that Luminus Financial Services & Savings Credit Union Limited shall pay over to the Liquidator all funds or monies being held for or to the credit of Curexe or in any account opened by or held in the name of Curexe.

LIQUIDATOR TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Liquidator from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Liquidator (the "**Post Liquidatorship Accounts**") and the monies standing to the credit of such Post Liquidatorship Accounts from time to time, net of any disbursements provided for herein, shall be held by the Liquidator to be paid in accordance with the terms of this Order or any further Order of this Court.

CLAIMS

13. **THIS COURT ORDERS** that any of the clients or creditors of Curexe that wishes to assert a claim against Curexe or the Property shall deliver a proof of claim substantially in the form and manner contemplated by section 124 of the *Bankruptcy and Insolvency Act*, RSC c B-3 (the "**BIA**") to the Liquidator by no later than 20 December 2020 failing which the claim of that client or creditor against Curexe or to the Property shall be barred and the Liquidator may proceed to distribute the Property without regards to the claim(s), if any, of any such client or creditor.

14. **THIS COURT ORDERS** that the Liquidator shall: (a) deliver to each known client and creditor of Curexe a notice substantially in the form of the notice contemplated by section 149(1) of the BIA by or before 20 November 2020; and (b) publish in *The Globe and Mail* (National Edition) by no later than 20 November 2020 a notice advising the clients and creditors of Curexe of the requirement to deliver a proof of claim to the Liquidator by no later than the Bar Date.

15. **THIS COURT ORDERS** that Johnathan Holland shall forthwith deliver to the Liquidator a list of Curexe's clients and the amount payable to each client as set forth in the books and records of Curexe as of the date of this Order.

16. **THIS COURT ORDERS** that any client or creditor of Curexe that wishes to dispute the Liquidator's determination of its claim may bring a Motion to the Court on notice to the Liquidator within thirty (30) days of being notified of the Liquidator's determination, failing which the Liquidator's determination shall be final and conclusive.

LIMITATION ON THE LIQUIDATOR'S LIABILITY

17. **THIS COURT ORDERS** that the Liquidator shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

LIQUIDATOR'S ACCOUNTS

18. **THIS COURT ORDERS** that the Liquidator and counsel to the Liquidator shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Liquidator and counsel to the Liquidator shall be entitled to and are hereby granted a charge (the "**Liquidator's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Liquidator's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

GENERAL

19. **THIS COURT ORDERS** that the Liquidator may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Liquidator and its agents in carrying out the terms of this Order, and all courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Liquidator, as an officer of this Court, as may be

necessary or desirable to give effect to this Order or to assist the Liquidator and its agents in carrying out the terms of this Order.

21. **THIS COURT ORDERS** that the Liquidator be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

22. **THIS COURT ORDERS** that the SmartPay shall be paid the costs of this Application fixed at **[\$Amount]** plus HST by the Liquidator from the Property in priority to the claims of any Person.

<p style="text-align: center;">Court File No.:</p> <p style="text-align: center;">CUREXE INC. Respondent</p>	<p style="text-align: center;">SMARTPAY INC. Applicant</p> <p style="text-align: center;">- and -</p>
<p style="text-align: center;">ONTARIO SUPERIOR COURT OF JUSTICE (Commercial List)</p> <p style="text-align: center;">(PROCEEDING COMMENCED AT TORONTO)</p>	<p style="text-align: center;">LIQUIDATION ORDER</p> <p style="text-align: center;">GOWLING WLG (CANADA) LLP Barristers and Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto ON M5X 1G5</p> <p style="text-align: center;">E. Patrick Shea (LSUC No.: 39655K) Tel: (416) 369-7399 Fax: (416) 862-7661 Email: patrick.shea@gowlingwlg.com</p> <p style="text-align: center;">SOLICITORS FOR THE APPLICANT</p>

B E T W E E N:

SMARTPAY INC.
Applicant

- and -

CUREXE INC.
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

(PROCEEDING COMMENCED AT TORONTO)

NOTICE OF APPLICATION

GOWLING WLG (CANADA) LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. Patrick Shea (LSUC No.: 39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661
Email: patrick.shea@gowlingwlg.com

SOLICITORS FOR THE APPLICANT

TAB 2

Court File No.: CV-20-00650219-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

BETWEEN:

SMARTPAY INC.

Applicant

- and -

CUREXE INC.

Respondent

IN THE MATTER OF PART XVIII OF THE *CANADA BUSINESS CORPORATIONS*
ACT, RSC 1985, C C-44

AFFIDAVIT OF JOHNATHAN HOLLAND
(SWORN 27 OCTOBER 2020)

I, JOHNATHAN HOLLAND, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a director of both SmartPay Inc. (“**SmartPay**”) and Curexe Inc. (“**Curexe**” or the “**Company**”) and have knowledge of the matters set out in this Affidavit. Where matters are stated as being based on information received from others or from documentation, I identify the source of that information and believe such information to be true.
2. I am swearing this Affidavit in support of an Application by SmartPay seeking an Order liquidating Curexe and appointing MNP Ltd. (“**MNP**”) as liquidator. Curexe has ceased to carry on active business and it is appropriate that the company be liquidated. As a result of its business arrangement with SmartPay, Curexe has no financial obligations that it is unable to pay or has ceased paying. I do not believe that Curexe has any obligations to creditors that are outstanding. As noted below, Curexe has approximately \$100K in cash that would, in the ordinary course, be paid to SmartPay and is holding

approximately \$2.6MM in funds that would, in the ordinary course, be disbursed to its clients.

3. Curexe was incorporated pursuant to the *Canada Business Corporations Act* in or about 2 February 2019. All of the issued and outstanding shares of Curexe are owned by SmartPay. Attached as **Exhibit "A"** is a corporate chart for Curexe. Attached as **Exhibit "B"** is a Corporate Profile for Curexe. Attached as **Exhibit "C"** are the results of a Personal Property Security Registry search in respect of Curexe.
4. SmartPay provides online technology solution for money services. Specifically, it provides clients with payment processing and foreign exchange transferring that is tailored to providing low cost and high efficiency solutions to small business owners and consumers using proprietary software that was developed and is owned by SmartPay. Certain of the services that SmartPay provides are subject to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and SmartPay is a "reporting entity" for the purposes of that legislation
5. Curexe was incorporated as a single purposes entity to provide electronic on-line payment processing services to merchants operating in a variety of sectors and industries. Curexe facilitated the ability of its clients to accept pre-authorized debits and e-transfers from their customers. The services that Curexe provides to its clients are not subject to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. Curexe has however, voluntarily developed and adopted Anti-Money Laundering and Counter Terrorist Financing risk-based assessment policies procedures and training to address the potential risk associated with what may be considered "high risk" clients.
6. Curexe and SmartPay are parties to a Memorandum of Understanding dated as of 2 February 2019 (the "**MoU**"), a true copy of which is attached as **Exhibit "D"** pursuant to which Curexe pays over to SmartPay all net fees received from its clients in return for which SmartPay provides Curexe with all of the "back room" services that are required for Curexe to provide services to its clients. The practical effect of this is that Curexe has no creditors and no employees.

7. The funds payable to Curexe's clients as a result of on-line transactions between Curexe's clients and their customers are paid to Curexe. Curexe then remits those funds to its clients net of a fees payable to Curexe by the clients. The fees paid to Curexe by its clients, net of any bank fees or charges, are then paid to SmartPay pursuant to the MoU.
8. Curexe has 21 clients for which it provides payment processing services. The agreements between Curexe and its clients provide that the funds paid to Curexe are held in trust by Curexe for a period of time and are then "converted" to what is referred to as a promissory note. While, as noted below, Curexe is holding a substantial amount of money for its clients, there have been no promissory notes issued by Curexe to any of its clients.
9. To operate its business, Curexe requires bank accounts into which amounts payable to its clients by their customers can be deposited and from which Curexe can disburse amounts to its clients and SmartPay. Curexe maintains one bank account for each of its clients. Amounts payable to clients by their customers are deposited into these "client accounts". Until Curexe's accounts were frozen as described further below, twice per week Curexe would transfer the funds in the "client accounts" into a single "escrow account" and from that "escrow account" the fees payable to Curexe by its clients were transferred to a Curexe "operating account" and the net amount payable to the clients was disbursed in accordance with the client's directions.
10. Prior to about 9 February 2020, Curexe maintained its accounts with DC Bank, a Schedule I Bank located in Calgary, Alberta.
11. In or about 13 December 2019, Curexe entered into an agreement with Luminus Financial Services & Savings Credit Union Limited ("**Luminus**"), a true copy of which is attached as **Exhibit "E"**, pursuant to which Luminus opened deposit accounts for Curexe (the "**Luminus Accounts**"). Luminus operates a Financial High Risk Account Program and has policies in place with respect to the provision of services to members such as Curexe that operate in business that may be considered "high risk". Luminus retained a third party consultant to conduct enhanced due diligence with respect to


Curexe. Curexe was ultimately approved by Luminus and transitioned its business from DC Bank to Luminus in or about February of 2020.

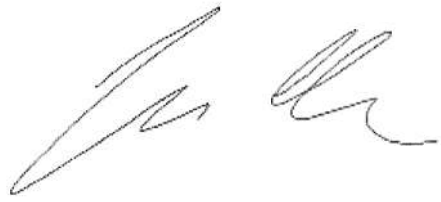
12. Curexe closed its accounts at DC Bank in or about February of 2020. All of the funds in connection with the services provided by Curexe from and after February of 2020 were deposited into “client accounts” with Luminus. Curexe maintains detailed records of all on-line transactions by its clients and is able to identify with a very high degree of certainty the funds payable by Curexe to its clients and the fees payable by Curexe to SmartPay.
13. On or about 12 June 2020, Luminus froze the Luminus Accounts. I am not aware of the specific reasons why the Luminus Accounts were frozen. Luminus has not provided this information to Curexe. Luminus has refused to release the funds in the Luminus Accounts, although Luminus has advised that it would release the funds to a bankruptcy trustee should Curexe become bankrupt.
14. At the time the Luminus Accounts were frozen, I believe that there was approximately \$2.7MM in the accounts, including approximately \$100K in Curexe’s “operating account”. Since they were frozen, I have been unable to access information with respect to the Luminus Accounts, but assume the funds remain in the Luminus Accounts.
15. Curexe’s only asset, aside from the contracts with its clients, is the money in the Luminus Accounts. As noted above, all of the funds in the Luminus Accounts represent funds payable to Curexe’s clients or the fee payable to Curexe by its clients, which fees are, net of any bank fees or charges payable to Luminus, payable to SmartPay.
16. As a result of the freezing of the Luminus Accounts, Curexe is no longer able to carry on business in the ordinary course and provide services to its clients. Specifically, it is unable to process new transactions for its clients using the Luminus Accounts and is unable to pay the funds in the Luminus Accounts out to its clients or SmartPay. This is resulting in financial issue for Curexe’s clients and this, in turn, has damaged Curexe’s relationships with its clients and in the marketplace.

17. Consideration has been given to establishing accounts at another financial institution, but, given the impact that the freezing of the Luminus Accounts has had on Curexe's clients and its reputation in the marketplace, this option was rejected as not being viable.
18. Given the circumstances, SmartPay believes that it is in the best interests of Curexe's clients, and SmartPay, that Curexe be liquidated under the supervision of the Court so that the funds being held by Luminus can be distributed in an orderly fashion. Any issues that might exist with any of Curexe's clients are, in my view, best dealt with in a Court-supervised process.
19. MNP has consented to act as the liquidator of Curexe.
20. In order to provide for the payment of MNP's professional fees and disbursements, SmartPay is requesting that MNP be given a priority charge over all of Curexe's assets and property—including the funds in the Luminus Accounts—in priority to all claims to that property. Curexe does not have any secured creditors and the professional fees and disbursements that will be incurred by MNP in connection with the liquidation of Curexe are essential to ensure that the funds in the Luminus Accounts are disbursed to Curexe's clients and SmartPay.
21. For the purposes of determining the claims of Curexe's clients and any creditors¹ SmartPay is proposing that the claims procedure in the *Bankruptcy and Insolvency Act* be adopted. All clients and any creditors will use the Proof of Claim applicable to creditors. Any client or creditor that wishes to appeal the Liquidator's determination of its claim will be required to apply to the Court.
22. The Directors of Curexe have passed a resolution consenting to SmartPay's Application to liquidate Curexe.

¹ I do not believe that Curexe has any creditors *per se*.

SWORN BEFORE ME at the City of Toronto)
in the Province of Ontario this 27th day of)


October 2020 pursuant to OReg 432/20.)
_____)
A Commissioner for taking affidavits, etc.)



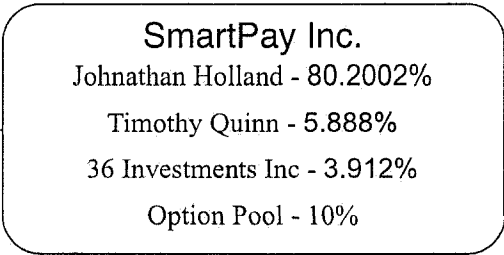
JOHNATHAN HOLLAND

TAB 2A

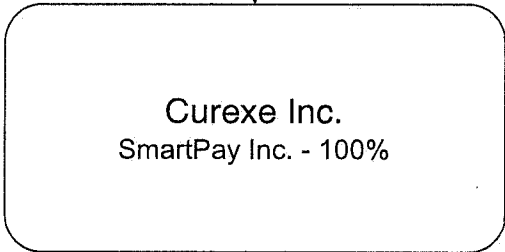
**THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF
JOHNATHAN HOLLAND, SWORN BEFORE ME ON
OCTOBER 27, 2020**



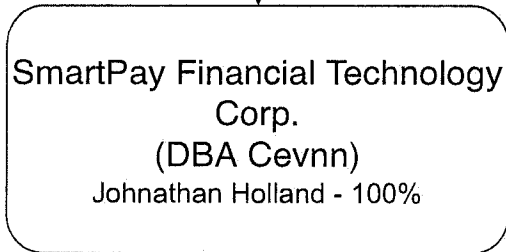
A COMMISSIONER FOR TAKING OATHS



www.curexe.com, Foreign exchange and international wire transfer services.
Regulated MSB. Bank with DC Bank.



e-Commerce payments products.
Bank relationship with Luminus Financial.



e-Commerce payments products.
Bank relationships are BMO and RBC (coming soon).

TAB 2B

**THIS IS EXHIBIT "B" TO THE AFFIDAVIT OF
JOHNATHAN HOLLAND, SWORN BEFORE ME ON
OCTOBER 27, 2020**

A handwritten signature in blue ink, consisting of several overlapping loops and a vertical stroke, positioned above a horizontal line.

A COMMISSIONER FOR TAKING OATHS



Innovation, Science and
Economic Development Canada
Corporations Canada

Innovation, Sciences et
Développement économique Canada
Corporations Canada

**WE CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL**
Luminus Financial
Signature _____

Certificate of Incorporation

Canada Business Corporations Act

Certificat de constitution

Loi canadienne sur les sociétés par actions

Curexe Inc.

Corporate name / Dénomination sociale

1126594-6

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation, the articles of incorporation of which are attached, is incorporated under the *Canada Business Corporations Act*.

JE CERTIFIE que la société susmentionnée, dont les statuts constitutifs sont joints, est constituée en vertu de la *Loi canadienne sur les sociétés par actions*.

R Edwards

Raymond Edwards

Director / Directeur

2019-02-22

Date of Incorporation (YYYY-MM-DD)

Date de constitution (AAAA-MM-JJ)



Form 1
Articles of Incorporation
*Canada Business Corporations
Act (s. 6)*

Formulaire 1
Statuts constitutifs
*Loi canadienne sur les sociétés
par actions (art. 6)*

- 1 Corporate name
Dénomination sociale
Curexe Inc.
- 2 The province or territory in Canada where the registered office is situated
La province ou le territoire au Canada où est situé le siège social
ON
- 3 The classes and any maximum number of shares that the corporation is authorized to issue
Catégories et le nombre maximal d'actions que la société est autorisée à émettre
See attached schedule / Voir l'annexe ci-jointe
- 4 Restrictions on share transfers
Restrictions sur le transfert des actions
See attached schedule / Voir l'annexe ci-jointe
- 5 Minimum and maximum number of directors
Nombre minimal et maximal d'administrateurs
Min.1 Max. 10
- 6 Restrictions on the business the corporation may carry on
Limites imposées à l'activité commerciale de la société
None
- 7 Other Provisions
Autres dispositions
See attached schedule / Voir l'annexe ci-jointe
- 8 **Incorporator's Declaration:** I hereby certify that I am authorized to sign and submit this form.
Déclaration des fondateurs: J'atteste que je suis autorisé à signer et à soumettre le présent formulaire.

Name(s) - Nom(s)

Signature

Johnathan Holland

Johnathan Holland

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numérotée IC/PPU-049.

SCHEDULE 1
DESCRIPTION OF CLASSES OF SHARES

The Corporation is authorized to issue:

An unlimited number of Voting Common Shares

An unlimited number of Non-Voting Common Shares

VOTING COMMON SHARES

The Voting Common Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1. VOTING RIGHTS

Each holder of Voting Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation, except meetings at which only holders of another specified class of shares are entitled to vote, and each holder of Voting Common Shares shall be entitled to one vote in respect of each Voting Common Share held by such holder.

2. DIVIDENDS

Subject to the rights of the holders of another class of shares ranking in priority to or equal to the Voting Common Shares, the holders of the Voting Common Shares shall be entitled to receive dividends, on a pro rata basis with the holders of the Non-Voting Common Shares in accordance with the number of such shares held by each, if, as and when declared by the board of the directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends, in such amount and payable at such times and at such place or places as the board may from time to time determine, provided that no dividend shall be declared and paid on the Voting Common Shares unless and until a dividend is declared and paid in the same amount on the Non-Voting Common Shares.

3. LIQUIDATION, DISSOLUTION OR WINDING-UP

Subject to the rights of the holders of another class of shares ranking in priority to or equal to the Voting Common Shares, the holders of Voting Common Shares shall be entitled to share equally with the holders of the Non-Voting Common Shares, on a pro rata basis in accordance with the number of such shares held by each, the remaining property of the Corporation on the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

NON-VOTING COMMON SHARES

The Non-Voting Common Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1. NON-VOTING

The holders of the Non-Voting Common Shares shall not be entitled to receive notice of, attend or vote at any meeting of the shareholders of the corporation in respect thereof, except as otherwise specifically provided in the *Canada Business Corporations Act*.

2. DIVIDENDS

Subject to the rights of the holders of another class of shares ranking in priority to or equal to the Non-Voting Common Shares, the holders of the Non-Voting Common Shares shall be entitled to receive dividends, on a pro rata basis with the holders of the Voting Common Shares in accordance with the number of such shares held by each, if, as and when declared by the board of the directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends, in such amount and payable at such times and at such place or places as the board may from time to time determine, provided that no dividend shall be declared and paid on the Non-Voting Common Shares unless and until a dividend is declared and paid in the same amount on the Voting Common Shares.

3. LIQUIDATION, DISSOLUTION OR WINDING-UP

Subject to the rights of the holders of another class of shares ranking in priority to or equal to the Non-Voting Common Shares, the holders of Non-Voting Common Shares shall be entitled to share equally with the holders of the Voting Common Shares, on a pro rata basis in accordance with the number of such shares held by each, the remaining property of the Corporation on the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

4. VARIATION OF RIGHTS

The holders of Non-Voting Common Shares shall not be entitled to vote separately as a class or to dissent in respect of any proposal to amend the articles of the Corporation to: (i) increase or decrease any maximum number of authorized Non-Voting Common Shares, or increase any maximum number of authorized shares of a class having rights or privileges equal or superior to the Non-Voting Common Shares; (ii) effect an exchange, reclassification or cancellation of all or part of the Non-Voting Common Shares; or (iii) create a new class of shares equal or superior to the Non-Voting Common Shares.

5. CONVERSION

The Corporation shall be entitled, as and when determined by the board of directors, to convert any outstanding Non-Voting Common Shares on a share for share basis into Voting Common Shares of the Corporation.

GENERAL

Ranking of Common Shares

Except as provided in these share conditions regarding the voting rights of each class of Common Shares, the Voting Common Shares and the Non-Voting Common Shares shall rank equally in all respects and, in the event of any capital reorganization or reclassification of either class of Common Shares or the declaration of a dividend payable in Voting Common Shares or Non-Voting Common Shares of the Corporation, an appropriate adjustment shall be made in the rights and conditions attached to the shares of the other class of Common Shares so as to maintain the relative rights of the holders of such shares.

SCHEDULE 2
RESTRICTIONS ON TRANSFER OF SHARES

No securities of the Corporation, other than non-convertible debt securities, shall be transferred without the consent of either (a) a majority of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by an instrument or instruments in writing signed by a majority of the directors, or (b) the holders of a majority of the outstanding shares of the Corporation entitling the holders thereof to vote in all circumstances (other than a separate class vote of the holders of another class of shares of the Corporation) expressed by a resolution passed at a meeting of such shareholders or by an instrument or instruments in writing signed by the holders of a majority of such shares.

**SCHEDULE 3
OTHER PROVISIONS**

1. **Authorization to Appoint Additional Directors.** The directors may, within the maximum number permitted by the articles, appoint one or more additional directors, who shall hold office for a term expiring not later than the close of the next annual meeting of the shareholders, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of shareholders.

2. **Lien on Shares.** The Corporation shall have a lien on a share registered in the name of a shareholder or such shareholder's personal representative for a debt of that shareholder to the Corporation.



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Corporations Canada

Form 2
Initial Registered Office Address
and First Board of Directors

Canada Business Corporations Act
(CBCA) (s. 19 and 106)

Formulaire 2
Siège social initial et premier
conseil d'administration

Loi canadienne sur les sociétés par
actions (LCSA) (art. 19 et 106)

1	Corporate name Dénomination sociale	Curexe Inc.	
2	Address of registered office Adresse du siège social	10 Dundas Street East Suite 600 Toronto ON M5B 2G9	
3	Additional address Autre adresse		
4	Members of the board of directors Membres du conseil d'administration		Resident Canadian Résident Canadien
	Johnathan Holland	10 Dundas Street East, Suite 600, Toronto ON M5B 2G9 Canada	Yes / Oui
	Timothy Quinn	10 Dundas Street East, Suite 600, Toronto ON M5B 2G9 Canada	Yes / Oui
	Patrick McGarry	10 Dundas Street East, Suite 600, Toronto ON M5B 2G9 Canada	Yes / Oui
5	Declaration : I certify that I have relevant knowledge and that I am authorized to sign this form. Déclaration : J'atteste que je possède une connaissance suffisante et que je suis autorisé(e) à signer le présent formulaire.		

Johnathan Holland
888-928-7393

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

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Développement économique Canada
Corporations Canada

Corporations Canada
C. D. Howe Building
235 Queen Street
Ottawa, Ontario K1A 0H5

Corporations Canada
Édifice C.D. Howe
235, rue Queen
Ottawa (Ontario) K1A 0H5

2019-02-25

Ontario Extra-provincial Registration /
L'enregistrement d'une entreprise extraprovinciale en Ontario

Curexe Inc.

Corporate name / Dénomination sociale

1126594-6

Corporation Number / Numéro de la société

Attached is your completed registration form for Ontario. The form does not contain your Ontario Corporation Number.

The Ontario registration application has been forwarded to the Ontario Central Production and Verification Services Branch. If your application is approved, you will receive a "Notice to Clients" advising you of the corporation's new Ontario Corporation Number.

If you have any questions about your Ontario registration, contact Central Production and Verification Services Branch at:
1-800-361-3223 or 416-314-8880 or
www.ontario.ca/en/business/STEL02_163367.

Ci-joint est votre formulaire d'enregistrement rempli pour l'Ontario. Le formulaire ne contient pas votre numéro d'entreprise de l'Ontario.

La demande d'enregistrement de l'Ontario a été envoyée à la Direction des services centraux de production et de vérification. Si votre demande est approuvée, vous recevrez un « préavis des clients » vous informant du nouveau numéro d'entreprise de l'Ontario pour la société.

Si vous avez des questions au sujet de l'enregistrement en Ontario, contactez la Direction des services centraux de production et de vérification :
1-800-361-3223 ou 416-314-8880 ou
www.ontario.ca/fr/business/STEL02_164570.

TAB 2C

**THIS IS EXHIBIT "C" TO THE AFFIDAVIT OF
JOHNATHAN HOLLAND, SWORN BEFORE ME ON
OCTOBER 27, 2020**



A COMMISSIONER FOR TAKING OATHS

[Main Menu](#) [New Enquiry](#)

Business Debtor Enquiry

File Currency: 14OCT 2020

**Search Criteria: Curexe Inc.
No Match.**

No registered financing statement or registered claim for lien was found for this enquiry.

[New Enquiry](#)

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At ServiceOntario, we respect your right to privacy and value the trust you place in us. [Read more about ServiceOntario's Privacy Statement.](#)

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Web Page ID: WNoMatch001

System Date: 15OCT2020

Last Modified: November 03, 2019

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TAB 2D

**THIS IS EXHIBIT "D" TO THE AFFIDAVIT OF
JOHNATHAN HOLLAND, SWORN BEFORE ME ON
OCTOBER 27, 2020**



A COMMISSIONER FOR TAKING OATHS

MEMORANDUM OF UNDERSTANDING

DATED as of the 2nd day of February 2019

B E T W E E N

SMARTPAY INC. ("SmartPay")

-and-

CUREXE INC. ("Curexe")

WHEREAS

- A. SmartPay provides to its clients an on-line technology solution for money services including payment processing and has the necessary personnel, skill and technology to provide these services.
- B. Curexe was established as a wholly-owned subsidiary of SmartPay to provide certain money services to clients.
- C. In return for the payment of all fees actually recovered from its customers' SmartPay has agreed to provide to Curexe all of the back-room services that are required for Curexe to operate its business.

NOW THEREFORE for good and valuable consideration, the receipt of a sufficiency of which is acknowledged, SmartPay and Curexe (the "**Parties**" and each a "**Party**") agree as follows:

- 1. In return for the payment by Curexe to SmartPay of all fees, net of any banking fees or charges, actually recovered by Curexe from its clients, SmartPay will provide to Curexe all of the services including, without limitation, the use of any premises leased by SmartPay, access and use to any software or other intellectual property owned or licensed by SmartPay and the support of SmartPay employees, that are necessary for Curexe to operate its business.
- 2. Curexe will pay to SmartPay any fees net of any banking fees or charges actually recovered from its clients immediately on receipt of any such fees by Curexe.
- 3. This Memorandum of Understanding may be terminated by either Party on fifteen (15) days written notice.
- 4. Each Party will, at the requesting Party's cost, execute and deliver all further agreements and documents and provide all further assurances as may be reasonably required by the other Party to give effect to this Memorandum of Understanding.
- 5. No supplement, modification, amendment, waiver, discharge or termination of this Memorandum of Understanding is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Memorandum of Understanding constitutes a waiver of any other provision (whether or not

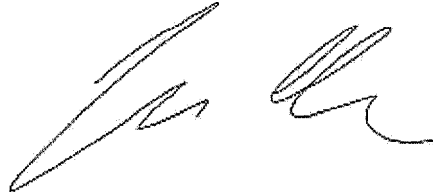
similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

6. Without prejudice to the ability of any Party to enforce this Memorandum of Understanding in any other proper jurisdiction, each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity arising from this Agreement.
7. Neither this Memorandum of Understanding nor any right or obligation under this Memorandum of Understanding may be assigned by either Party without the prior consent of the other Party. This Memorandum of Understanding enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
8. Each provision of this Memorandum of Understanding is distinct and severable. If any provision of this Memorandum of Understanding, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Memorandum of Understanding
9. This Memorandum of Understanding may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

[THE REMINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties hereto have caused this Memorandum of Understanding to be executed by their respective officers duly authorized in that behalf on the day and year first above written.

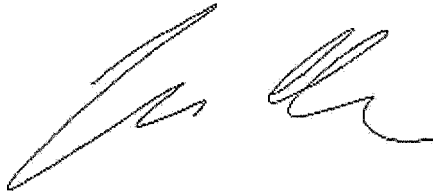
SMARTPAY INC.

A handwritten signature in black ink, appearing to read 'Johnathan Holland', written in a cursive style.

Name: Johnathan Holland

Title: CEO

CUREXE INC.

A handwritten signature in black ink, appearing to read 'Johnathan Holland', written in a cursive style.

Name: Johnathan Holland

Title: CEO

TAB 2E

**THIS IS EXHIBIT "E" TO THE AFFIDAVIT OF
JOHNATHAN HOLLAND, SWORN BEFORE ME ON
OCTOBER 27, 2020**



A COMMISSIONER FOR TAKING OATHS

Business Contract Application

REQUIRED DOCUMENTS

The Financial Institution will require one or more of the following documents, as applicable, or such other documents that are acceptable to the Financial Institution in its sole discretion, to confirm the identity or existence of the Depositor:

- **Sole proprietorship:** valid government-issued identification
- **General Partnership:** partnership agreement; *Business Names Act* registration; certified business name report
- **Limited Partnership:** limited partnership agreement, declaration of limited partnership
- **Corporation (including a co-operative, condominium corporation, incorporated society, or similar organization):** Certificate of Incorporation; Certificate of Good Standing/Status/Compliance; Articles of Incorporation; minute book; constitution; by-laws; Master Business Licence
- **Unincorporated Association:** constitution; by-laws; association rules; charter; meeting minutes

AUTHORIZING RESOLUTION

Sole proprietors must provide an authorizing resolution only if they are appointing Authorized Users.

The Depositor must provide the Financial Institution with a certified copy of a resolution of the board or partnership (or signed by the sole proprietor), using the sample form of resolution provided by the Financial Institution or another form of resolution deemed acceptable by the Financial Institution in its sole discretion (an "Authorizing Resolution"):

1. indicating the Authorized Signatories and how many are required to sign on behalf of the Depositor, and the scope of Authorized Users' authority and how many are required to transact on behalf of the Depositor; and
2. attaching a certificate showing the specimen signature of each Authorized Signatory and Authorized User (or this certificate may be provided separately as long as it is signed in accordance with the Authorizing Resolution).

FINANCIAL INSTITUTION INFORMATION

Financial Institution Name (the "Financial Institution") and Address Luminus Financial Services & Credit Union Limited 11 Yonge Street Toronto, Ontario, M5E 1E5		Account No. (the "Account") 10003036
Email inquires@luminusfinancial.com		Phone 416-366-5534
Website www.luminusfinancial.com		Fax 416-366-6225

MEMBERSHIP APPLICATION AND SUBSCRIPTION Yes No

The Depositor hereby applies for membership in the Financial Institution and subscribes for the number of membership shares required under the Financial Institution's rules and/or bylaws.

DEPOSITOR INFORMATION

Business Legal Name (the "Depositor") Gurexe Inc.	Phone 289-968-7422	Membership No. <input checked="" type="checkbox"/> New 10003036
Mailing Address 123 Edward Street, 2nd. Floor Toronto, Ontario, M5G 1E2	Alternate Phone n/a	BN 11265946
	Fax n/a	
Business Address (if different from above) n/a	Email (optional) johnathan@smartpaycheckout.com	
	Trade Name(s) (if any)	
Nature of Principal Business A payment processor/payment services provider		
FATCA/CRS Declaration By submitting this Application, you certify that you have provided the Financial Institution with a FATCA/CRS declaration in a form that is satisfactory to the Financial Institution. You agree to inform the Financial Institution if your tax residency changes.		

INTENDED USE OF THE ACCOUNT

Day to Day Banking

CHARITABLE STATUS DETERMINATION

- Is the Depositor a charity registered with the Canada Revenue Agency under the *Income Tax Act*? Yes No
- If the Depositor is not a registered charity, does it solicit charitable financial donations from the public? Yes No

THIRD PARTY DECLARATION

For the purposes of this declaration, a "third party" is an individual or entity other than the Depositor and the individuals authorized to sign and/or transact on the Account.

The Depositor hereby certifies and declares:

- No, no third party is entitled to give instructions and/or direct Account activity, or
- Yes, one or more third parties is entitled to give instructions and/or direct Account activity as described on the Third Party Declaration, attached.

DEPOSIT SERVICE APPLICATION

The Depositor hereby applies for an Account and the following additional products and services:

- Debit Card Yes No (Deposit Only)
- Remote Instructions Yes No
- Online Banking Yes No
- Facsimile Signatures Yes No

STATEMENTS

- Paper Statements or Electronic Statements

INDIVIDUAL(S) AUTHORIZED TO RECEIVE ACCOUNT INFORMATION Does not apply

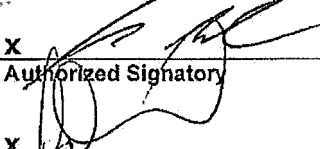
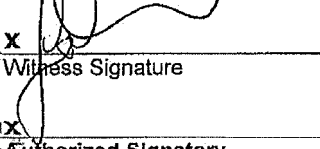
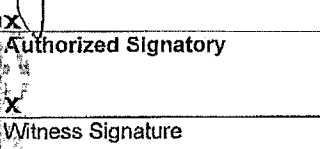
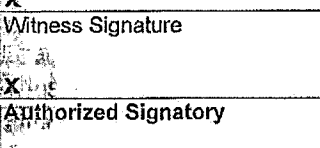
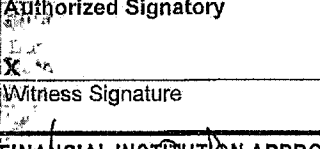
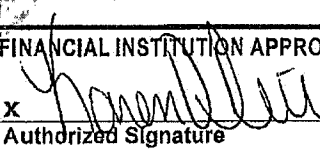
The Depositor authorizes the Financial Institution to release information about the Account to the individual(s) named below (the "Authorized Recipient"). The Depositor acknowledges and agrees that such release of information confers no signing authority on the Account to the Authorized Recipient and is for the sole benefit of the Depositor. The Depositor also acknowledges and agrees that the Financial Institution is not responsible for any loss or damage suffered or incurred by the Depositor by such release. This authorization will remain in effect until the Depositor gives the Financial Institution written notice to the contrary and the Financial Institution acknowledges receiving such notice.

NAME	TITLE


AGREEMENT (MUST BE SIGNED IN ACCORDANCE WITH THE AUTHORIZING RESOLUTION, IF APPLICABLE)

The Depositor agrees to be bound by the rules and/or bylaws of the Financial Institution and amendments to the rules and/or bylaws, and acknowledges having reviewed a copy of such rules and/or bylaws. The Depositor has reviewed and agrees to be bound by the attached Business Contract Terms and Conditions and agrees to be bound by any other terms and conditions provided by the Financial Institution to the Depositor in connection with account services including (without limitation) debit card and online banking terms and conditions.

The undersigned certify that the information given in this Business Contract is true and accurate in every respect.

<input checked="" type="checkbox"/>		Johnathan Holland	Chief Executive Officer	December 13, 2019
	Authorized Signatory	Name	Title	Date
<input checked="" type="checkbox"/>		Joann Gabriel	Member Service Leader	December 13, 2019
	Witness Signature	Name	Title	Date
<input checked="" type="checkbox"/>				
	Authorized Signatory	Name	Title	Date
<input checked="" type="checkbox"/>				
	Witness Signature	Name	Title	Date
<input checked="" type="checkbox"/>				
	Authorized Signatory	Name	Title	Date
<input checked="" type="checkbox"/>				
	Witness Signature	Name	Title	Date

FINANCIAL INSTITUTION APPROVAL

<input checked="" type="checkbox"/>		Karen Oliveira	Member Relations Leader	Jan 9/2020
	Authorized Signature	Name	Title	Date

PURPOSE AND INTENDED NATURE OF THE BUSINESS RELATIONSHIP

Day to Day Business Banking

**Business Contract
Beneficial Ownership Declaration**

INSTRUCTIONS

Sole Proprietorship: Do not complete the Beneficial Ownership Declaration; it is not applicable. Put a line through this page and indicate Not Applicable.
Partnership (General or Limited), Corporation, and Unincorporated Association: Complete this form and provide documentation to confirm Beneficial Ownership Information. If the Financial Institution confirms it has satisfactory beneficial ownership documentation on file, put a line through this page and indicate On File.

DEPOSITOR INFORMATION

Business Legal Name (the "Depositor") Curexe Inc.	Membership No. 10003036
---	-----------------------------------

INFORMATION ON DIRECTORS *(Only complete for a corporation, including a co-operative, condominium corporation, incorporated society, or similar organization.)*

NAME	NAME
Johnathan Holland	
Timothy Quinn	
Patrick McGarry	

INFORMATION ON INDIVIDUALS WHO DIRECTLY OR INDIRECTLY OWN OR CONTROL 25% OR MORE OF THE DEPOSITOR

NAME	ADDRESS
Johnathan Holland	1 Machin Dr. Kenora, Ontario, P9N 1P1



Business Contract

Personal Information and Consent — Sole Proprietor or Authorized Signatory

INSTRUCTIONS

The sole proprietor or each Authorized Signatory must complete a copy of this Personal Information and Consent.

FINANCIAL INSTITUTION INFORMATION

Financial Institution Name (the "Financial Institution") and Address		Phone
Luminus Financial Services & Savings Credit Union Limited 1 Yonge Street, Toronto, Ontario, M5E 1E5		416-366-5534
		Fax
		416-366-6225
Email	Website	
lquires@luminusfinancial.com	www.luminusfinancial.com	

DEPOSITOR INFORMATION

Business Legal Name (the "Depositor")	Membership No.
Curexe Inc.	10003036

PERSONAL INFORMATION

Full Legal Name		SIN	
Johnathan Holland		523-581-049	
Address		Date of Birth	
1 Machin Dr. Kenora, Ontario, P9N 1P1		October 5, 1987	
		Personal Phone	
		289-968-7422	
Email (optional)		Work Phone	
johnathan@smartpaycheckout.com		289-968-7422	
Identification #1 (must be a photo ID)		Identification #2	
Type	Reference Number	Type	Reference Number
Ontario Drivers Licence	H62684072871005	Canadian Passport	GM862771
Expiry Date	Place and Country of Issue	Expiry Date	Place and Country of Issue
October 5, 2025	Ontario/Canada	September 11, 2025	St. Catherines/Canada
Occupation / Nature of Principal Business			
Chief Executive Officer Of Curexe Inc.			

CONSENT

I can withdraw any consent I give below for the collection, use, and disclosure of my personal information at any time by contacting the Financial Institution. I may be asked to provide a request in writing. If I withdraw my consent, I understand that the Financial Institution may no longer be able to provide me, or the third party for whom I am acting, with products and/or services.

The Financial Institution's privacy policy can be obtained by contacting a Financial Institution representative.

Marketing Consent

The Financial Institution and its agents and representatives may use and/or disclose my personal information to determine my suitability and eligibility for products, services, and community events and to market such products, services, and community activities to me, or the third party for whom I am acting, by providing information by any means including mail, electronic message, or in person. The Financial Institution and its agents and representatives may disclose my information to market research firms for the purposes of analysis and/or conducting surveys.

I consent.

I do not consent. I understand that my refusal to consent means the Financial Institution is unable to include me in its marketing activities, including providing me with information about its products and services, and/or community activities that may be of interest to me, or the third party for whom I am acting.

Full Personal Credit Report Consent

I consent to the Financial Institution obtaining my full personal credit report from credit reporting agencies from time to time for the purposes of assessing my current and ongoing creditworthiness, to update my personal information, and for risk assessment purposes. This consent shall be effective as of the date of this consent and shall be valid so long as I am authorized to sign or transact on an account. The Financial Institution may provide information about my credit history and other personal information to other financial institutions and credit reporting agencies to update my credit information and maintain the integrity of the credit reporting system.

I consent.

I do not consent. I understand that refusal to consent may mean the Financial Institution is unable to provide me, or the third party for whom I am acting, with products or services that involve provisional credit, such as a credit product or reduced deposit hold period.

CONSENT (CONTINUED)

Personal Information Consent

I consent to the Financial Institution and its agents and representatives collecting, using, and disclosing my personal information to

- a) verify my identity and maintain records of my personal information, in accordance with the Financial Institution's requirements to manage its risk arising from its operations or as otherwise required by law, including money laundering laws and regulations, which may include checking my identity against watch lists;
- b) facilitate the collection of debts owing by me, or for which I am financially responsible, to the Financial Institution;
- c) protect me, the third party for whom I am acting, or the Financial Institution from error and fraud, such as identity theft;
- d) process this Business Contract and set up, manage, administer, and maintain, as applicable, my membership and Account; and
- e) keep my records separate from others with the same name.

I consent to the Financial Institution communicating with me, or the third party for whom I am acting, by any means, including mail, in person, email, or otherwise for administrative purposes related to products and services which I currently have or may request in the future.

I understand that my social insurance number (SIN) will be collected, used, and disclosed as required by law for income tax reporting purposes. Providing my SIN for purposes not required by law is optional. The Financial Institution and its agents and representatives may use my SIN to keep my records separate from other individuals with the same name and to identify me (including for credit reporting purposes, as applicable). I understand that my consent to these additional uses is optional and may be withdrawn at any time by contacting the Financial Institution.

I understand that my personal information may be transferred to service providers located in other countries, and that in such case my personal information may be accessible by law enforcement and national security agents in those countries.

<input checked="" type="checkbox"/> Signature	Johnathan Holland	December 13, 2019
	Name	Date

<input checked="" type="checkbox"/> Witness Signature	Joann Gabriel	December 13, 2019
	Name	Date

Business Contract
Personal Information and Consent — Authorized User

INSTRUCTIONS

Each Authorized User must complete a copy of this Personal Information and Consent.

FINANCIAL INSTITUTION INFORMATION

Financial Institution Name (the "Financial Institution") and Address		Phone
		Fax
Email	Website	

DEPOSITOR INFORMATION

Business Legal Name (the "Depositor")	Membership No.
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PERSONAL INFORMATION

Full Legal Name	SIN
Address	Date of Birth
	Personal Phone
Email (optional)	Work Phone

Identification #1 (must be a photo ID)		Identification #2	
Type	Reference Number	Type	Reference Number
Expiry Date	Place and Country of Issue	Expiry Date	Place and Country of Issue

Occupation / Nature of Principal Business

CONSENT

Personal Information Consent

I consent to the Financial Institution and its agents and representatives collecting, using, and disclosing my personal information to

- a) verify my identity and maintain records of my personal information, in accordance with the Financial Institution's requirements to manage its risk arising from its operations or as otherwise required by law, including money laundering laws and regulations, which may include checking my identity against watch lists;
- b) facilitate the collection of debts owing by me, or for which I am financially responsible, to the Financial Institution;
- c) protect me, the third party for whom I am acting, or the Financial Institution from error and fraud, such as identity theft;
- d) process this Business Contract and set up, manage, administer, and maintain, as applicable, my membership and Account; and
- e) keep my records separate from others with the same name.

I consent to the Financial Institution communicating with me, or the third party for whom I am acting, by any means, including mail, in person, email, or otherwise for administrative purposes related to products and services which I currently have or may request in the future.

I understand that my social insurance number (SIN) will be collected, used, and disclosed as required by law for income tax reporting purposes. Providing my SIN for purposes not required by law is optional. The Financial Institution and its agents and representatives may use my SIN to keep my records separate from other individuals with the same name and to identify me (including for credit reporting purposes, as applicable). I understand that my consent to these additional uses is optional and may be withdrawn at any time by contacting the Financial Institution.

I understand that my personal information may be transferred to service providers located in other countries, and that in such case my personal information may be accessible by law enforcement and national security agents in those countries.

X
 Signature _____ Name _____ Date _____

X
 Witness Signature _____ Name _____ Date _____



Business Contract Terms and Conditions

These terms and conditions govern the Depositor's use of the Account (defined below). The Financial Institution does not offer the Account other than in accordance with these terms and conditions. By requesting and using the Account, the Depositor acknowledges their acceptance of these terms and conditions.

In consideration of the Financial Institution agreeing to operate the Account, the Depositor agrees as follows.

1. DEFINITIONS

1.1 **INTERPRETATION** – Any defined term used in the Account Contract, defined in the singular, is deemed to include the plural and vice versa.

"Access Terminal" means any device used to access any of the Depositor's Accounts, including without limitation an ATM, a computer, a portable hand-held device, or a telephone including any form of mobile telephone.

"Account" means any of the Depositor's accounts or subaccounts (if applicable) that the Depositor may have now or in the future, at the Financial Institution.

"Account Contract" means all documents, including this Business Contract (Application, Consents and Terms and Conditions), any other consent or other form submitted by the Depositor in connection with this Business Contract and any other agreements between the Depositor and the Financial Institution that govern the provision of services related to the Account or the operation of the Account.

"ATM" means an automated teller machine.

"Authorized Signatory" means a person identified as an Authorized Signatory in the Depositor's Authorizing Resolution or Instructions Directing Account Operations, as applicable.

"Authorized User" means a person named as an Authorized User in the Certificate of Authorized Signers with the powers listed in the Depositor's Authorizing Resolution or Instructions Directing Account Operations, as applicable.

"Authorizing Resolution" means the resolution provided to the Financial Institution by the Depositor indicating who is approved to act on behalf of the Depositor and their respective powers.

"Central 1" means Central 1 Credit Union.

"Certified Facsimile Signature" means a Facsimile Signature of the Depositor, Authorized User, and/or Authorized Signatory, as applicable, provided and certified in a manner acceptable to the Financial Institution.

"Contaminant" means a computer virus, worm, lock, mole, time bomb, Trojan horse, rootkit, spyware, keystroke logger, or any other malicious code or instruction which may modify, delete, damage, disable, or disrupt the operation of any computer software or hardware.

"Debit Card" means a card issued by the Financial Institution that allows the holder of the card to deposit cash and/or Instruments or withdraw cash from the Account through an ATM, authorize Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from merchants.

"Depositor" has the meaning set out in the Business Contract Application, being the sole proprietor, corporation, partnership, joint venture participants, unincorporated association, or sponsoring members of an unincorporated association, as applicable.

"Facsimile Signature" means a signature engraved, lithographed, printed, stamped, or otherwise mechanically reproduced or computer-generated.

"Financial Institution" means the financial institution, named in the Business Contract Application, where the Depositor holds the Account.

"Instructions Directing Account Operations" means the Instructions provided to the Financial Institution by joint venture participants or the sponsoring members of an unincorporated association indicating who is approved to act on behalf of the joint venture or unincorporated association and their respective powers.

"Instrument" means a cheque, promissory note, bill of exchange, order for payment, securities, cash, coupon, note, clearing item, credit card slip for processing, other negotiable instrument, or item of deposit or withdrawal of a similar nature and its electronic equivalent, including electronic debit instructions.

"Notice Contact Information" means the contact information, including, without limitation, postal address, email address, fax number, or telephone number, provided by the Depositor to, and accepted by, the Financial Institution, through which the Financial Institution gives written notice to the Depositor in accordance with the Account Contract.

"Notification" means a written notification generated by or on behalf of the Financial Institution that provides, to the Depositor, notice of a pending or completed Transaction or a summary of the balance of the Account, including notifications issued by email or SMS text messages to any of the Depositor's Notice Contact Information.

"Notification Date" means 30 days from an Account statement date (see section 6.3).

"Overdraft Rate" means the per annum rate of interest, regardless of compounding frequency, designated by the Financial Institution as its "Overdraft Rate" from time to time.

"PAD" means a Pre-authorized Debit.

"Password" means a personal identification number, a personal access code or personal identification word used to access the Account by any means including to conduct a Transaction.

"Point-of-Sale Transaction" means the use of the Debit Card as may be permitted from time to time by the Financial Institution for:

- a) the transfer of funds from the Account to purchase or lease goods or services from a merchant (the "Merchant"),
- b) the transfer of funds from the Account to obtain a voucher, chit, scrip, token, or other thing that may be exchanged for goods, services, or money, or
- c) the transfer of funds into the Account from an account of a Merchant (e.g., a refund).

"Pre-authorized Debit" means a Transaction debiting the Account that is processed electronically by a financial institution in accordance with a pre-authorized debit agreement entered into by the Depositor.

"Remote Instructions" means instructions given by an Authorized Signatory and/or Authorized User to the Financial Institution with respect to the operation of the Account from a remote location using a computer, portable hand-held device, telephone, mobile telephone, fax, via the Financial Institution's online banking system, email, text message transmission, or other remote communication acceptable to the Financial Institution in order to operate the Account or authorize Transactions and make arrangements with the Financial Institution.

"Third Party" means any person, firm, corporation, association, organization, or entity other than the Depositor, the Financial Institution or Central 1.

"Trade Name" means the trade name(s), if any, set out in the Business Contract Application.

"Transaction" means any debit or credit transaction processed to or from the Account by any means, including without limitation Point-of-Sale Transactions and transactions originated through an ATM, online, mobile or telephone banking or any other method of Account access that may be made available to the Depositor from time to time.

2. GENERAL

2.1 **USE OF ACCOUNT** –

(a) The Depositor may use and access the Account in accordance with these terms and conditions. The Depositor shall not, and shall ensure that no Authorized Signatory or Authorized User shall:

- i) use the Account for any illegal, fraudulent, or defamatory purpose, or
- ii) take steps, or cause, or permit anything to be done that could undermine the security or integrity of the Account, including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of the Account.

BUSINESS CONTRACT TERMS AND CONDITIONS (CONTINUED)

- b) The Depositor irrevocably authorizes and directs the Financial Institution to debit or credit, as the case may be, the amount of any Transaction to the Account, together with any service charges or fees, authorized using a Password, in person by the Depositor or an Authorized Signatory and/or Authorized User, or as otherwise contemplated or permitted by these terms and conditions, in accordance with the normal practices of the Financial Institution, which may be amended from time to time without notice.

2.2 OTHER SERVICES –

- a) The Financial Institution and Central 1 may, from time to time, make other services available to the Depositor in connection with the Account. The Depositor may be provided with separate terms and conditions in respect of any such other services which will govern the use of such other services, and such separate terms and conditions will form part of the Account Contract.
- b) If the Depositor has requested a Debit Card and the Financial Institution has approved such request, the Financial Institution will issue a Debit Card to the Depositor. Use of the Debit Card will be subject to the applicable Debit Card terms and conditions.
- c) If the Depositor has requested online banking and the Financial Institution has approved such request, the Financial Institution will issue an online banking Password to the Depositor. The use of the online banking service and Password will be subject to the applicable online banking terms and conditions.
- d) All Account services will be offered to the Depositor in the sole discretion of the Financial Institution, and nothing in this Account Contract will oblige the Financial Institution to make any particular Account services available to the Depositor. The issue of a Debit Card or an online banking Password does not amount to a representation or a warranty that any particular type of service is available or will be available at any time in the future.

2.3 THIRD PARTY SERVICES – The Financial Institution and Central 1 may, from time to time, make services provided by Third Parties available in connection with the Account. The Depositor acknowledges and agrees that:

- a) the Financial Institution and Central 1 make the services of Third Parties available for the convenience of Depositors. The services are provided by the Third Party and not the Financial Institution or Central 1. The Depositor's relationship with the Third Party shall be a separate relationship, independent of the relationship between the Depositor and the Financial Institution and Central 1, and such a relationship is outside the control of the Financial Institution and Central 1;
- b) the Financial Institution and Central 1 make no representation or warranty to the Depositor with respect to any services provided by a Third Party even if those services may be accessed by the Depositor through the Financial Institution's website;
- c) the Depositor assumes all risks associated with accessing or using the services of Third Parties;
- d) the Financial Institution and Central 1 have no responsibility or liability to the Depositor in respect of services provided by a Third Party;
- e) any dispute that relates to services provided by a Third Party is strictly between the Depositor and the Third Party, and the Depositor will raise no defence or claim against the Financial Institution and/or Central 1;
- f) the Depositor shall not, and shall ensure that no Authorized Signatory or Authorized User shall:
- i) use any Third Party service made available in connection with the Account for any illegal, fraudulent, or defamatory purpose, or
- ii) take steps, or cause, or permit anything to be done that could undermine the security or integrity of any Third Party service, including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of such Third Party service; and
- g) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* may apply to the services provided by Third Parties and that the Third Parties may, from time to time, request information from the Depositor to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation.

2.4 LIABILITY – The Depositor is liable for all Transactions conducted on the Account, whether under the name of the Depositor, an unincorporated association or joint venture in respect of which the Account was opened, or a Trade Name, if applicable, and whether the Transactions were conducted by the Depositor or by any other person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. All statements, notices, and other documents addressed to a Trade Name will be deemed to be addressed to the Depositor.**2.5 JOINT AND SEVERAL LIABILITY –**

- a) If the Depositor is a partnership, the partners are jointly and severally liable to the Financial Institution for all Transactions on the Account and for all obligations, debts, and liabilities of the Depositor under this Account Contract. Each partner acknowledges and agrees that it is bound by all Transactions conducted by any person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. This joint and several liability continues even if the Depositor is dissolved or if any of the partners withdraws, retires, or dies.
- b) If the Account is opened in respect of a joint venture, all of the joint venture participants that comprise the Depositor are jointly and severally liable to the Financial Institution for all Transactions conducted on the Account and for all obligations, debts, and liabilities of the joint venture and/or the Depositor under this Account Contract. Each joint venture participant acknowledges and agrees that it is bound by all Transactions conducted by any person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. This joint and several liability continues even if the joint venture is dissolved or if any of the joint venture participants withdraws from or exits the joint venture.
- c) If the Account is opened for, or on behalf of, an unincorporated association, whether the unincorporated association is, or its sponsoring members are, the Depositor, as permitted by the laws of the province governing the Financial Institution, the Depositor and the Authorized Signatories are jointly and severally liable to the Financial Institution for all Transactions conducted on the Account and for all obligations, debts, and liabilities of the unincorporated association and/or the Depositor under this Account Contract. The Depositor and each Authorized Signatory acknowledges and agrees that he or she is bound by all Transactions conducted by any person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. This joint and several liability continues even if the Depositor is dissolved or any of the sponsoring members (if applicable) or other Authorized Signatories ceases to be authorized or otherwise withdraws from the unincorporated association, or retires, or dies.

2.6 FORMS – The Depositor will use only such forms and instruments as may be authorized by the Financial Institution from time to time.**2.7 SERVICE CHARGES AND FEES –**

- a) The Depositor acknowledges receipt of a schedule of the Financial Institution's charges for the Account in effect at the time of acceptance of this Account Contract. By requesting the Account, the Depositor acknowledges their agreement to pay all applicable fees and service charges incurred in connection with the Account. The Financial Institution can deduct such fees and service charges from the Account (or other accounts of the Depositor with the Financial Institution) when a service is requested or performed, or as such fees and service charges otherwise become due.
- b) The Financial Institution may from time to time increase or decrease the fees or service charges applicable to the Account and provide notice of such changes by sending a notice to the Depositor's last known Notice Contact Information, by posting notice at the Financial Institution's premises or on the Financial Institution's website, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the change to the attention of the Depositor. New or amended service charges and fees will become effective on the later of the stated effective date following publication, when an applicable service is requested or performed, or when incurred, and in any event, no earlier than 30 days after publication by the Financial Institution.
- c) Current fees and service charges applicable to the Account may be obtained by contacting the Financial Institution or through the Financial Institution's website. The Depositor is responsible for determining the then current fees and service charges applicable to the Account in advance of conducting Transactions or requesting services in connection with the Account.

2.8 VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY THE FINANCIAL INSTITUTION – All Transactions are subject to verification and acceptance by the Financial Institution and, if not accepted, or if accepted but subsequently determined to be in error or otherwise improper or unauthorized, the Financial Institution may, but is not obliged to, reverse them from the Account. Verification may take place at a date later than the date the Depositor authorized the Transaction, which may affect the Transaction date. Notwithstanding any other provision herein, if at any time the Financial Institution, acting reasonably, determines that a credit made to or traced to the Account was made in error or based upon a mistake of fact, or induced through or in any way tainted by fraud or unlawful conduct, the Financial Institution may place a hold on the credit and/or reverse the credit and any applicable interest.

BUSINESS CONTRACT TERMS AND CONDITIONS (CONTINUED)**2.9 AUTHORIZED SIGNATORIES AND USERS –**

- a) Unless the Depositor is a sole proprietor, the Depositor will provide the Financial Institution with
 - i) a certified true copy of the Authorizing Resolution or Instructions Directing Account Operations in respect of the Depositor;
 - ii) where the Account has been opened in respect of a joint venture, a certified true copy of the Instructions Directing Account Operations; and
 - iii) a replacement certificate, or a replacement certified copy of such Authorizing Resolution or Instructions Directing Account Operations, as applicable, if the Authorized Signatories or the powers of authorized persons change.
- b) Where the Depositor is a sole proprietor, the Depositor may provide the Financial Institution with a certified true copy of an Authorizing Resolution if the Depositor wishes to appoint one or more Authorized Users, and if such Authorizing Resolution is provided, the Depositor will provide the Financial Institution with a replacement certificate or a replacement certified copy of such Authorizing Resolution if the Authorized Users change.
- c) The Financial Institution will be entitled to rely on the information contained in the last certified Authorizing Resolution or Instructions Directing Account Operations and/or replacement certificate, as applicable, delivered under this section.

2.10 ENDORSEMENT STAMP – The Depositor may use a stamped impression bearing the Depositor's name to endorse instruments the Depositor delivers to the Financial Institution for deposit or otherwise. Endorsement in such a manner will be as binding on the Depositor as an endorsement actually signed by the Depositor or by an Authorized Signatory and/or Authorized User.

2.11 CERTIFIED FACSIMILE SIGNATURES – The Depositor may, from time to time, provide the Financial Institution with certified copies of the Facsimile Signatures of the Depositor, Authorized Users, and/or Authorized Signatories, as applicable. The Financial Institution shall be entitled to treat and rely upon each Certified Facsimile Signature on an instrument that is or appears to be authentic as the original and genuine signature of the Depositor, Authorized Users, and/or Authorized Signatories.

The Depositor will maintain appropriate security over all signature stamps, other devices, and computer programs used to apply or generate Facsimile Signatures on instruments.

2.12 TRUE INFORMATION – The Depositor agrees, and shall ensure that each Authorized Signatory and/or Authorized User, as applicable, agrees, to provide true, accurate, current, and complete information about the Depositor, Authorized Signatory, Authorized User and the Account when required by the Financial Institution and/or the Account Contract. Further, the Depositor agrees, and shall ensure that each Authorized Signatory and/or Authorized User, as applicable, agrees, to notify the Financial Institution of any changes to such information within a reasonable period of time.

2.13 NO OBLIGATION – Nothing in the Account Contract will oblige the Financial Institution to:

- a) honour any instrument drawn by the Depositor on the Financial Institution,
- b) accept any monies for investment in shares or for deposit,
- c) redeem shares,
- d) transfer money, or
- e) lend money to the Depositor.

2.14 Any dispute related to goods or services supplied in a Point-of-Sale Transaction is strictly between the Depositor and the Merchant, and the Depositor will raise no defence or claim against the Financial Institution.

3. DEPOSITOR INSTRUCTIONS

3.1 INSTRUMENTS – Notwithstanding section 2.8, Verification and Acceptance of Transactions by the Financial Institution, the Depositor acknowledges and agrees that the Financial Institution will not be obliged to examine or assure itself of the regularity or validity of any endorsement or signature appearing on any instrument. The Depositor releases the Financial Institution from all claims by the Depositor or others concerning the regularity or validity of any endorsement or signature.

If the Depositor is not a sole proprietorship, the Depositor further acknowledges and agrees that if more than one endorsement or signature is required on an instrument, that such an arrangement is solely between the Depositor and the Authorized Signatories and/or Authorized Users, whether the Financial Institution has notice of such an arrangement, including in the form described in section 2.9 Authorized Signatories and Users, or not.

The Depositor authorizes the Financial Institution, without enquiry, to honour and pay instruments drawn on the Account, regardless of whether such instruments are:

- a) drawn to the order of the Depositor or one of the Authorized Signatories and/or Authorized Users who signed them on behalf of the Depositor,
- b) payable to cash or bearer,
- c) payable to the order and negotiated by or on behalf of the Depositor,
- d) cashed or tendered to pay the obligations of the Depositor or one or more of the Authorized Signatories and/or Authorized Users who signed them on behalf of the Depositor, or
- e) deposited to the credit of the Depositor or one of the Authorized Signatories and/or Authorized Users who signed them on behalf of the Depositor,

and regardless of whether such instruments are deposited in person at the Financial Institution, by ATM, by mail, by night deposit service or by any other method of deposit that may be made available by the Financial Institution.

3.2 STOP PAYMENT – Any instruction to stop payment of an instrument drawn on the Account must be in writing and signed by one or more Authorized Signatories and/or Authorized Users, in accordance with the signing authority on the Account. On receiving a stop payment instruction of an instrument drawn on the Account, the Financial Institution will:

- a) use reasonable diligence to comply with the stop payment, but
- b) not be liable to the Depositor or any other person by reason of complying with, or failing to comply with, the stop payment, whether the Financial Institution is negligent, wilfully negligent, or otherwise.

3.3 REMOTE INSTRUCTIONS – The Depositor may provide Remote Instructions to any branch of the Financial Institution as permitted by the Financial Institution, through online banking or through the Financial Institution's telephone banking service, if any. The Remote Instructions may concern the Account maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

The Financial Institution may, but will not be obliged to, act on Remote Instructions received in the name of the Depositor along with any requisite Password, if any, to the same extent as if the Remote Instructions were written instructions delivered to the Financial Institution by mail and signed by an Authorized Signatory and/or Authorized User. Any such Remote Instructions are deemed genuine.

The Financial Institution may, in its sole discretion, acting reasonably, delay acting on or refuse to act on any Remote Instruction.

Remote Instructions are deemed received by the Financial Institution only when actually received and brought to the attention of an authorized officer of the Financial Institution capable of acting upon and implementing the Remote Instruction.

Remote Instructions can be transmitted to the Financial Institution at the telephone or fax number or email address provided by the Financial Institution, or at such other telephone or fax number or email address as the Financial Institution may advise the Depositor by notice in writing, or through online banking. Any Authorized Signatories and/or Authorized Users permitted to provide Remote Instructions may act alone and provide Remote Instructions to the Financial Institution on behalf of the Depositor, even if the certified resolution provided in accordance with section 2.9 Authorized Signatories and Users specifies that two or more Authorized Signatories and/or Authorized Users are otherwise required to operate the Account. The Financial Institution, acting reasonably, is entitled to assume that any person identifying himself or herself as an Authorized Signatory or Authorized User is in fact an Authorized Signatory or Authorized User, and can rely upon such, and the Financial Institution may act on the Remote Instructions provided by any such person. All Remote Instructions given to the Financial Institution in the name of the Depositor will bind the Depositor.

BUSINESS CONTRACT TERMS AND CONDITIONS (CONTINUED)

A copy of any fax or email message or other Remote Instructions or the Financial Institution's notes of any Remote Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed by an Authorized Signatory and/or Authorized User. The Depositor will not object to the admission of the Financial Institution's or Central 1's records as evidence in any legal proceeding on the grounds that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer, and all such records will be conclusive evidence of the Remote Instructions in the absence of documentary recorded evidence to the contrary.

3.4 ACCESS TERMINAL TRANSACTIONS – The Depositor acknowledges and agrees that:

- a) using a Password to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by the Depositor in person or as otherwise contemplated or permitted by the Account Contract;
- b) the Depositor will be bound by each such Transaction; and
- c) once a Password has been used to authorize a Transaction, the Transaction may not be revoked and no stop payment on the Transaction may be requested.

3.5 FOREIGN CURRENCY TRANSACTIONS – If the Depositor provides instructions to the Financial Institution on an Account that is denominated in a currency other than the currency of the Account, a conversion of currency may be required. In all such Transactions and at any time a conversion of currency is made, the Financial Institution may act as principal with the Depositor in converting the currency at rates established or determined by the Financial Institution, affiliated parties, or parties with whom the Financial Institution contracts. The Financial Institution, its affiliates, and contractors may earn revenue and commissions, in addition to applicable service charges, based on the difference between the applicable bid and ask rates for the currency and the rate at which the rate is offset in the market.**3.6 BILL PAYMENTS** – The Depositor acknowledges and agrees that:

- a) bill payments made through an Access Terminal or at a branch of the Financial Institution are not processed immediately and that the time period for processing depends upon a number of factors, including, without limitation, the time when the bill payment is initiated and the internal accounting processes of the bill payment recipient;
- b) it is the responsibility of the Depositor to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;
- c) the Financial Institution and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of any error, non-payment, or a delay in the processing of bill payments;
- d) if the Depositor has made or received a bill payment in error, the Financial Institution may, but is not obliged to, assist the Depositor by initiating or processing a Bill Payment Error Correction Debit, as defined under the Payments Canada Rules (as may be amended from time to time), and if so initiated, the Depositor agrees to indemnify the Financial Institution for any direct loss, costs or damages incurred, and will pay to the Financial Institution any reasonable service charges or fees related to the provision of the service; and
- e) If the Financial Institution, absent gross negligence or wilful misconduct, initiates or processes a Bill Payment Error Correction Debit affecting the accounts or affairs of the Depositor, the Financial Institution shall be held harmless for any and all loss, costs or damages suffered or incurred by the Depositor, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.

3.7 LOST OR DESTROYED INSTRUMENT – If an Instrument drawn on the Account is lost or destroyed while in the possession of another financial institution or its agents, the Financial Institution may, for all purposes, treat a copy of the Instrument, certified as being a true copy by the other financial institution, as though it were the original Instrument.**4. CREDITS TO THE ACCOUNT****4.1 DEPOSITS** – The Financial Institution may, in its sole discretion:

- a) collect or present for acceptance or payment, through such banks or other agents as the Financial Institution may deem best, all Instruments delivered by the Depositor for deposit; and
- b) accept in payment of, or remittance for, such Instruments, cash or bank drafts, cheques, settlement cards, clearing house slips, or any other evidence of payment from the banks or other agents.

The banks or other agents described in a) and b) above will be deemed the Depositor's agent and not the Financial Institution's agent.

Any deposit made on any day during which the Financial Institution is not open for business, or at any time during which the Financial Institution is not open for business, may be credited to the Account on the next business day of the Financial Institution.

The Depositor will not deposit any coins, non-negotiable items, or anything not acceptable for deposit to the Account into any ATM.

Any credit to the Account for any non-cash Instrument is provisional and subject to a hold or reversal unless the Financial Institution has received actual irrevocable payment, free of any Third Party claims.

The Financial Institution will be responsible only for the monies actually irrevocably received by the Financial Institution from such banks or agents and free of any Third Party claims.

4.2 DEPOSITOR ACKNOWLEDGEMENT – The Depositor acknowledges that:

- a) notwithstanding that an Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by the Financial Institution and the time for return by any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly; and
- b) notwithstanding that a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by the Financial Institution. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.

4.3 HOLD ON ACCOUNTS OR TRANSACTIONS – The Financial Institution may place a hold on:

- a) the proceeds of an Instrument presented by the Depositor until the Financial Institution accepts payment of, or remittance for, such Instrument; and
- b) the Account generally if
 - i) the Financial Institution becomes aware of suspicious or possible fraudulent or unauthorized Account activity that may cause a loss to the Depositor, the Financial Institution, Central 1, or an identifiable Third Party;
 - ii) an issue arises as to who the proper signing authorities are on the Account; or
 - iii) a claim is made by a Third Party to the funds in the Account which, in the Financial Institution's sole discretion, is potentially legitimate.

The Depositor authorizes the Financial Institution to make such inquiries and do such things, at the Depositor's expense, as the Financial Institution deems necessary to resolve any of the issues noted above, including applying, at the Depositor's expense, to a court of competent jurisdiction (a "Court") to pay funds into Court and/or seek directions from a Court.

4.4 Release of a hold by the Financial Institution is not a confirmation that a Transaction, instruction, or Instrument is in fact good and may not be relied upon as such by the Depositor. If, to the satisfaction of the Financial Institution, any improper use is established, the Financial Institution can withdraw or suspend operation of the Account without notice.**4.5 RETURNED ITEMS** –

- a) The Depositor:
 - i) will be liable, without presentation, protest, or notice of dishonour to any parties, for the nonacceptance or nonpayment of any Instrument the Depositor delivered to the Financial Institution for deposit, discount, collection, or otherwise, and
 - ii) will be liable to the Financial Institution as if proper notice of dishonour, protest, and presentment had been made or given;

BUSINESS CONTRACT TERMS AND CONDITIONS (CONTINUED)

and the Financial Institution may:

- iii) charge such Items, when dishonoured, to the Account in accordance with this section; and
 - iv) note or protest any Item should the Financial Institution consider it advisable to do so, but the Financial Institution will not be liable for failure to note or protest any such Item.
- b) The Financial Institution is authorized to debit the Account with the amount of any Instrument that:
- i) is not paid on presentation,
 - ii) the Financial Institution has paid and is then called upon to refund,
 - iii) may be dishonoured by nonacceptance or nonpayment,
 - iv) is drawn on the account of a party that is bankrupt or insolvent, the proceeds of which, through no fault of the Financial Institution, have been lost, stolen, or destroyed,
 - v) the proceeds of which, for any reason, the Financial Institution is unable to collect or withdraw, has been cashed, negotiated, or credited to the Account but that has not been found good, or is found to be forged, fraudulent, counterfeit, or unauthorized, regardless of whether or not the Instrument has cleared.

4.6 OVERDRAFTS – If the Account becomes overdrawn because:

- a) the Financial Institution honours an Instrument drawn by the Depositor on an Account and insufficient funds stand to the credit of that Account to pay the Instrument in full; or
- b) an Instrument delivered by the Depositor to the Financial Institution for deposit is returned to the Financial Institution dishonoured, and insufficient funds stand to the credit of the Account to permit the Financial Institution to debit the full amount of the dishonoured Instrument; or
- c) the Financial Institution charges a fee, service charge, or other debit that the Financial Institution is authorized to charge to the Account, and if the funds standing to the credit of the Account are less than the amount charged to the Account;

then the Depositor must immediately repay the amount overdrawn plus interest at the Financial Institution's Overdraft Rate in effect from time to time by depositing sufficient funds into the overdrawn Account. If the Depositor does not immediately repay such amounts the Financial Institution may, in order to recover the overdrawn amount plus interest, and without notice to the Depositor: (i) redeem or transfer Financial Institution shares owned by the Depositor in order to credit the overdrawn Account, or (ii) withdraw monies on deposit from another Account in the Depositor's name and transfer them to the overdrawn Account.

If the Depositor has applied and been approved for Overdraft Protection on the Account, this section is subject to the separate Overdraft Protection Terms and Conditions that are provided to the Depositor.

The foregoing provisions do not give the Depositor any right to overdraw the Account or to authorize or permit anything, including a PAD or a Transaction authorized through a Debit Card, that would result in a negative balance in the Account.

5. ACCOUNT SECURITY AND RISK**5.1 PASSWORD CONFIDENTIALITY –**

- a) The Financial Institution can assign and/or require the Depositor to select and use one or more Passwords in connection with the use of the Account pursuant to these terms and conditions. The Depositor agrees to ensure that the Authorized Signatories and/or Authorized Users keep all Passwords confidential and will only reveal them to authorized Financial Institution agents or officers when required by the Financial Institution. The Depositor agrees to ensure that no Authorized Signatory or Authorized User will record any Password in any format or medium. The Depositor can change any Password at any time. The Depositor agrees to ensure that the Authorized Signatories and Authorized Users change a Password if and when required by the Financial Institution. The Depositor acknowledges that a Password must be changed if there is a change in Authorized Signatories and/or Authorized Users on the Account.
- b) The Depositor acknowledges that the Depositor is responsible for all use made of a Password and that the Financial Institution is not liable for the Depositor's failure to comply with any part of the Account Contract. The Depositor is liable for all authorized and unauthorized use, including all Transactions. The Depositor is also liable for all fraudulent or worthless deposits made into the Account. Without limiting the generality of the foregoing, the Depositor expressly acknowledges and agrees that the Depositor shall be bound by and liable for any use of a Password by any Authorized Signatory or Authorized User or any member of an Authorized Signatory or Authorized User's household.
- c) If an Authorized Signatory or Authorized User discloses a Password to a Third Party, and if the Financial Institution becomes aware of such disclosure, the Financial Institution may, in its sole discretion, waive the confidentiality requirements described in this section 5.1, but only if such disclosure was required in connection with the provision of a Third Party service. Notwithstanding any such waiver, the Depositor acknowledges and agrees that the Depositor remains responsible for all use of the Password by the Third Party.

5.2 LOST OR STOLEN DEBIT CARD OR COMPROMISED PASSWORD – The Depositor agrees to notify the Financial Institution immediately:

- a) of any suspected or actual misuse or unauthorized use of a Password; or
- b) if the Depositor suspects or becomes aware that a Password has been made accessible or become known to anyone other than the Depositor or an Authorized Signatory or Authorized User; or
- c) if the Depositor suspects or becomes aware that a Debit Card is lost or stolen.

Verbal notification will only be considered given if the Depositor speaks directly to an authorized Financial Institution officer or agent, and written notification will only be considered given if the Financial Institution gives the Depositor written acknowledgement of receipt of such notification.

If the Depositor notified the Financial Institution promptly and cooperated in any investigation, once the Financial Institution is satisfied that the Depositor and all Authorized Signatories and Authorized Users complied with the requirements of this section 5 regarding Password confidentiality and is the victim of fraud, theft, or coercion by trickery, force, or intimidation, the Depositor will be entitled to recover from the Financial Institution any direct losses from the Account in such fraud, theft, or coercion incurred after notice is given to the Financial Institution.

The Depositor will change the applicable Password if any of the notification requirements above in paragraphs a), b) or c) arises.

5.3 FRAUD PREVENTION AND DETECTION – The Depositor agrees to maintain appropriate security controls and procedures to prevent and detect thefts of Instruments, or losses due to fraud or forgery involving Instruments, or fraudulent or unauthorized Transactions.

The Depositor further agrees to diligently supervise and monitor the conduct and work of all agents and employees having any role in the preparation of the Depositor's Instruments, the Depositor's reconciliation of the statement of account for the Account, or other banking functions.

The Depositor acknowledges that the Financial Institution may, from time to time, implement additional security measures, and the Depositor will comply with all Instructions and procedures issued by the Financial Institution in respect of such security measures. The Depositor is aware of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of the Financial Institution. The Depositor agrees not to respond to such unsolicited communications and will only initiate communications with the Financial Institution either through the Financial Institution's Internet banking website or through the Financial Institution's published contact information as shown on the Financial Institution's website.

The Depositor acknowledges that the Depositor bears all risks related to the use of Facsimile Signatures.

5.4 PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND FRAUDULENT ACCOUNT ACTIVITY –

- a) Where the Depositor knows of facts that give rise or ought to give rise to suspicion that any Transactions, instructions in respect of the Account, or Instruments deposited to the Account are fraudulent, unauthorized, counterfeit, or induced through or in any way tainted by fraud or unlawful conduct, or otherwise likely to be returned to the Financial Institution or found invalid for any reason ("Suspicious Circumstances"), the Depositor has a duty to:
 - i) make reasonable inquiries of proper parties into such Transactions, instructions, or Instruments, as the case may be, to determine whether they are valid authorized

BUSINESS CONTRACT TERMS AND CONDITIONS (CONTINUED)

Transactions, instructions, or Instruments, as the case may be, before negotiating or, alternatively, accessing any funds derived from such Transactions, Instructions, or Instruments, and

- ii) disclose such Suspicious Circumstances to the Financial Institution, including the facts upon which the Depositor's suspicion is based.
- b) The Financial Institution may, in its sole discretion, investigate any Suspicious Circumstances disclosed by the Depositor, but the Financial Institution does not owe the Depositor any obligation to undertake its own investigation of Suspicious Circumstances. The Financial Institution will not unreasonably restrict the Depositor from the use of the Account during such investigation, as long as it is reasonably evident that the Depositor or the Authorized Signatories and/or Authorized Users did not cause or contribute to the problem or unauthorized Transaction, has fully cooperated with the investigation, and has complied with the Account Contract, but the Financial Institution reserves the right to place a hold on all or some of the Accounts pending investigation of any Suspicious Circumstances. Any such hold or investigation is imposed or undertaken by the Financial Institution at the Financial Institution's sole discretion and for the Financial Institution's sole benefit.
- c) The Financial Institution will respond to reports of a problem or unauthorized Transaction within a reasonable period of time and will indicate what reimbursement, if any, will be made for any loss incurred by the Depositor. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that the Depositor has complied with these terms and conditions including without limitation this section 5.
- d) If the Depositor is not satisfied with the Financial Institution's response, the Financial Institution will provide the Depositor, upon request, with a written account of its investigation and the reason for its findings. If the Depositor is not satisfied, the issue will be referred for mediation to either a Financial Institution system dispute resolution service, or if no such service is available, to an external mediator if agreed between the Depositor and the Financial Institution. Neither the Financial Institution nor the Depositor will have the right to start court action until 30 days have passed since the problem was first raised with the Financial Institution.

5.6 ACCESS TERMINAL SECURITY – If any service in respect of the Account is made available to the Depositor through the Internet or a telephone service provider, the Depositor acknowledges that, although the Financial Institution uses security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at the risk of the Depositor. The Depositor acknowledges and shall ensure that any private Access Terminal used by an Authorized Signatory or Authorized User to access the Account is auto-locked by a password to prevent unauthorized use of the Access Terminal, has a current anti-contaminant program, and a firewall, and that it is the Depositor's responsibility to reduce the risk of contaminants or online attacks and to comply with this provision. The Depositor further acknowledges that to reduce the risk of unauthorized access to the Account through the Access Terminal, the Authorized Signatories and Authorized Users will sign out of online banking and, where applicable, close the browser when finished using it. The Depositor further acknowledges that using public or shared computers and Access Terminals, or using Access Terminals in a public place or through an open WiFi or shared Bluetooth portal, to access the Account increases the risk of unauthorized access to the Account, and will take all reasonable precautions to avoid such use or inadvertent disclosure of the Password.

5.6 EXCLUSION OF FINANCIAL INSTITUTION RESPONSIBILITY – The Financial Institution is not responsible for any loss or damage suffered or incurred by the Depositor except to the extent caused by the gross negligence or intentional or willful misconduct of the Financial Institution, and in any such case the Financial Institution will not be liable for any indirect, special, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if the Financial Institution has been advised of the possibility of such damages. In no event will the Financial Institution be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) suffered by the Depositor that is caused by:

- a) the actions of, or any failure to act by, the Depositor, or any Third Party or their agent, including other financial institutions and their agents (and no Third Party will be considered to be acting as an agent for the Financial Institution unless expressly authorized to do so);
- b) the inaccuracies in, or inadequacies of, any information provided by the Depositor to the Financial Institution, including, but not limited to, any failed, duplicative, or erroneous transmission of Remote Instructions;
- c) the failure by the Financial Institution to perform or fulfill any of its obligations to the Depositor, due to any cause beyond the Financial Institution's control; or
- d) forged, unauthorized, or fraudulent use of services, or forged, unauthorized, or fraudulent instructions or instruments, or material alteration to an instruction, including Remote Instructions.

Without limiting the generality of the foregoing, the Financial Institution will not be liable for:

- a) the nonpayment of any cheque, bank draft, settlement card, clearing house slip, or any other evidence of payment accepted in payment or as a remittance from any other financial institution or agent, including as a result of the default, neglect, or mistakes of any such financial institutions or agents;
- b) any loss, damage, or injury arising from the use of any Access Terminal including any mechanical or operational failure of any such Access Terminal, except that in the event of alteration of the Account balance due to technical problems, card issuer errors, and system malfunctions, the Depositor will be liable only to the extent of any benefit they have received, and will be entitled to recover from the Financial Institution any direct losses the Depositor may have suffered; or
- c) any action or failure to act of a Merchant or refusal by a Merchant to honour the Depositor's Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to authorize the use of the Debit Card for a Point-of-Sale Transaction.

The Depositor releases the Financial Institution from liability for any such loss, damage, or injury

5.7 LIABILITY FOR ERRORS AND OMISSIONS – If the Financial Institution makes an error or omission in recording or processing any Transaction, the Financial Institution is only liable for the amount of the error or omission if the Depositor or Authorized Signatories or Authorized Users have not caused or contributed to the error or omission in any way, has complied with the Account Contract, has given written notice to the Financial Institution within the time provided in this Account Contract, and to the extent the liability is not otherwise excluded by the Account Contract.

If the Depositor has given such notice, the Financial Institution's maximum liability is limited to the amount of the error or omission. In no event will the Financial Institution be liable for any delay, inconvenience, cost, loss, or damage (whether direct, special, indirect, exemplary, or consequential) whatsoever caused by, or arising from, any such error or omission.

5.8 INDEMNITY –

- a) The Depositor agrees to indemnify and hold the Financial Institution and its service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the Depositor's use of the Account. Depositors must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand.
- b) Without limiting the generality of the foregoing, the Depositor will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of:
 - i) the Financial Institution treating a Facsimile Signature of an Authorized User and/or Authorized Signatory as an original and genuine signature;
 - ii) any of the Indemnified Parties making the Account available to the Depositor;
 - iii) any of the Indemnified Parties acting upon, or refusing to act upon the instructions of an Authorized Signatory and/or Authorized User, including Remote Instructions;
 - iv) any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by the Depositor;
 - v) any of the Indemnified Parties acting upon, or refusing to act upon the instructions of any person authorized to give instructions on behalf of the Depositor;
 - vi) the honouring or dishonouring of any Instrument;
 - vii) any of the Indemnified Parties dealing with Instruments made payable to, or endorsed in favour of, a Trade Name;
 - viii) any Transaction that results in a negative balance in the Account;
 - ix) the consequences of any Transaction authorized by the Depositor;
 - x) the need to place a hold on the Account or Transactions, including making an application to a Court if necessary;

BUSINESS CONTRACT TERMS AND CONDITIONS (CONTINUED)

- xi) the adequacy or authority of endorsements or signatures required in any arrangement made amongst the persons constituting the Depositor; or
- xii) any use of the Account by the Depositor that:
 - (1) is inconsistent with a restriction imposed on the use of the Account by the Financial Institution pursuant to these terms and conditions, or
 - (2) takes place following the suspension or termination of the Account or certain service privileges by the Financial Institution pursuant to these terms and conditions.

This indemnity will enure to the benefit of the Indemnified Parties and will be binding upon the Depositor and the Depositor's heirs, executors, successors, and assigns and shall survive the termination of the Account Contract for any act or omission prior to termination as gives rise to an indemnified claim, even if notice is received after termination.

6. ACCOUNT RECORDS

6.1 STATEMENT OF ACCOUNT -- The Financial Institution will provide the Depositor with a statement of Account activity approximately monthly. Unless the Depositor requests the Financial Institution to hold the Depositor's statement for pick up by the Depositor, or appoints in writing an agent to pick up the statement, or requests no statement for the Account, the Financial Institution will provide the Depositor with a statement for the Account electronically or by regular mail, as selected by the Depositor. It is the Depositor's responsibility to notify the Financial Institution immediately of any change in the Depositor's address or in statement delivery preferences.

6.2 NO STATEMENT ACKNOWLEDGEMENT -- If, at the request of the Depositor, the Financial Institution agrees to cease providing statements of account for the Account to the Depositor, the Depositor acknowledges and agrees that the Depositor will be responsible to obtain (whether from the Financial Institution or through online banking) and review, in accordance with section 6.3, a statement of account for the Account.

6.3 STATEMENT VERIFICATION -- Regardless of whether the Depositor has chosen to receive paper or electronic statements, or to access statements through online banking, the Depositor is responsible for reviewing a statement of account for the Account at least once every calendar month. The Depositor must notify the Financial Institution of any errors, irregularities, omissions, or unauthorized Transactions of any type in a statement of account within 30 days of the statement date (the "Notification Date").

Notwithstanding any other provision of the Account Contract, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which the Depositor has notified the Financial Institution in writing on or before the Notification Date), the Depositor:

- a) agrees that the Financial Institution's records are conclusive evidence of the Depositor's dealings with the Financial Institution regarding the Depositor's Account and are correct, complete, authorized, and binding upon the Depositor, and the Financial Institution will be released from all responsibility for Account activity preceding the statement of account for the Account; and
- b) may not claim for any purpose that any entry on the statement of account for the Account is incorrect and will have no claim against the Financial Institution for reimbursement relating to any entry, even if the entry is unauthorized or fraudulent or is based upon an instrument or instruction that is forged, unauthorized, or fraudulent.

Nothing in this section limits in any way the rights of the Financial Institution under the Account Contract to debit the Account at any time in respect of a returned or dishonoured instrument or other item, or to correct any error or omission.

In the absence of evidence to the contrary, the records of the Financial Institution are conclusive for all purposes, including litigation, in respect of any other matter or thing relating to the state of the Accounts between the Depositor and the Financial Institution in respect of any Transaction.

6.4 PAD REIMBURSEMENT -- Despite section 6.3, Statement Verification, if the Depositor has authorized PADs to be issued against the Account, the Depositor acknowledges that the Payments Canada Rules provide specific time periods during which claims for reimbursement of PADs may be made. Claims must be made in writing to the Financial Institution within the specified time periods and in compliance with the Payments Canada Rules, as they may be amended from time to time. The Financial Institution will not be responsible for any loss suffered by the Depositor due to the Depositor's failure to comply with the Payments Canada Rules.

6.5 RECORDS AND CHEQUE IMAGING --

If the Financial Institution implements an imaging program, the Financial Institution will determine, in its sole discretion, whether copies of images of instruments and other items will be provided for the statement of account for the Account. The Depositor acknowledges that copies of images of instruments and other items may be provided before the Financial Institution has determined whether the instrument or other item will be honoured or accepted and agrees that copies of images of instruments and other items are made available by the Financial Institution as a service to the Depositor and that the provision of copies of images of instruments and other items does not mean that the Transaction has been processed or in any way obliges the Financial Institution to honour or accept the instrument or other item.

The Depositor acknowledges that if the Financial Institution adopts an imaging program, the physical instruments and other items may be destroyed. If the Financial Institution has implemented an imaging program and determines not to include copies of images of instruments and other items with the statement of account for the Account, the Financial Institution will ensure that copies of images can be made available to the Depositor upon request for at least 5 years following the date of the statement of account for the Account on which the instrument or other item appears, subject to payment of the service charges established by the Financial Institution from time to time.

7. OPERATION OF THE ACCOUNT

7.1 MODIFICATION OF AGREEMENT -- The Financial Institution may, in its sole discretion, amend the terms and conditions of the Account Contract as they relate to the Depositor's future use of the Account from time to time, for any reason, without any liability to the Depositor or any other person. The Financial Institution may provide notice of a change to the Account Contract by sending notice to the Depositor's last known Notice Contact Information, by posting notice at the Financial Institution's premises, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the modification to the attention of the Depositor. The Depositor is responsible for regularly reviewing the terms and conditions of the Account Contract. If the Depositor uses the Account after the effective date of an amendment to the Account Contract, it will mean that the Depositor agrees to the amendment and adopts and is bound by the newer version of the Account Contract. The Depositor may not change, supplement, or amend the Account Contract by any means.

7.2 TERMINATION --

The Account Contract may be terminated by the Depositor at any time by providing at least one business day's prior written notice to the Financial Institution.

- b) The Financial Institution may, in its sole discretion, restrict, suspend, or terminate the Depositor's Account privileges:
 - i) at any time or for any reason on at least one business day's prior written notice to the Depositor, or
 - ii) immediately without notice if the Financial Institution determines or suspects, in its sole discretion, that: (i) the Depositor or an Authorized Signatory and/or Authorized User has acted fraudulently or unlawfully or has otherwise not complied with the terms of the Account Contract, (ii) there has been fraudulent or illegal activity on the Account, (iii) such action is required by applicable law.
- c) The Depositor will immediately return or destroy all Debit Cards issued to it or to the Authorized Signatories and Authorized Users upon:
 - i) ceasing to be a member of the Financial Institution,
 - ii) termination of the Account Contract,
 - iii) termination of Debit Card privileges, or
 - iv) otherwise upon request by the Financial Institution.
- d) The Depositor will be responsible for paying all legal fees and expenses incurred by the Financial Institution in terminating the Account.
- e) The Depositor's insolvency, bankruptcy, dissolution, or death will constitute an automatic revocation of the privileges associated with the Account.
- f) Any notice of termination shall not release the Depositor from any obligations incurred under the Account Contract prior to its termination. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in the Account Contract survive indefinitely after the termination of the Account Contract and apply to the extent permitted by law.

BUSINESS CONTRACT TERMS AND CONDITIONS (CONTINUED)

- 7.3 **NOTICES** – Any notice required or permitted to be given to the Financial Institution in connection with the Account Contract must be in writing and must be addressed and delivered to the Financial Institution at the address or fax number set forth in the Account Contract. Any notice required or permitted to be given to the Depositor in connection with the Account Contract may be given to the Depositor by delivering a written notice to the last known Notice Contact Information, or, except as to confidential financial information specific to the Depositor, by posting notice at the Financial Institution's premises or on the Financial Institution's website, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the notice to the attention of the Depositor.
- 7.4 **ELECTRONIC EXECUTION** – This Account Contract may be executed electronically at the discretion of the Financial Institution. Use of the Account shall be deemed to be acceptance of the Account Contract as of the date of first use, or in the case of a modification of the Account Contract, acceptance of the modified terms and conditions.
- 7.5 **PROCEEDS OF CRIME LEGISLATION** – The Depositor acknowledges that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* apply to the operation of the Account and that the Financial Institution will, from time to time, request information from the Depositor to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. The Depositor agrees, and shall ensure that the Authorized Signatories and Authorized Users agree, to abide by and comply with all such requests.
- 7.6 **OTHER CLAIMS ON THE ACCOUNT** – If the Financial Institution receives notice of a possible claim against, or interest in, any of the Accounts under any court order, statutory demand, or under applicable family, domestic relations, matrimonial property, or similar legislation, a marriage agreement, or a separation agreement, the Financial Institution may refuse to permit the Depositor to have any dealings with any of the Accounts, even if funds stand to the credit in any such Account. The Financial Institution will not be liable for any loss or damage resulting from any refusal by the Financial Institution under this section.
- 7.7 **APPLICABLE LAW** – This Account Contract is governed by the laws of the jurisdiction of incorporation of the Financial Institution and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.
- 7.8 **ENUREMENT** – This Account Contract will take effect and continue for the benefit of and be binding upon each of the Financial Institution and the Depositor and its successors and assigns.
- 7.9 **SEVERABILITY** – This Account Contract will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Account Contract is held to be invalid or unenforceable to any extent, then:
- a) the offending portion of the provision shall be expunged and the remainder of such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; and
 - b) such invalidity or unenforceability will not affect any other provision of this Account Contract.
- 7.10 **NO WAIVER** – No waiver by the Financial Institution of any breach of or default under this Account Contract shall be deemed to be a waiver of any preceding or subsequent breach or default. The Financial Institution may, without notice, require strict adherence to the terms and conditions of this Account Contract, despite any prior indulgence granted to or acquiesced in by the Financial Institution.

Senior Managing Officer Statement

GENERAL INFORMATION

Financial Institution Name (the "Financial Institution") and Address Luminus Financial Services & Credit Union Limited 1 Yonge Street Toronto, Ontario, M5E 1E5	Account No. 10003036	Membership No. 10003044
Business or Organization Name (the "Business") Curexe Inc.	Type of Business <input checked="" type="radio"/> Corporation or similar incorporated entity <input type="radio"/> Partnership <input type="radio"/> Unincorporated Association <input type="radio"/> Sole Proprietorship <input type="radio"/> Joint Venture	

MOST SENIOR MANAGING OFFICER STATEMENT

In order to fulfill its legal obligations or to manage its operational risk, the Financial Institution requires that the Business disclose the name of the most senior managing officer of the Business, ascertain that individual's identity, and provide the declaration of that individual as set out in this statement.

Name Johnathan Holland			
Identification #1 (must be a photo ID)		Identification #2	
Type Canadian Passport	Reference Number GM862771	Type Ontario DL	Reference Number h62684072871005
Expiry Date September 11, 2025	Place and Country of Issue St. Catherines/Canada	Expiry Date October 5, 2025	Place and Country of Issue Toronto, Ontario

Role/Title (select all that apply)

<input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Chief Executive Officer	<input type="checkbox"/> Chief Operating Officer	<input type="checkbox"/> Chief Financial Officer	<input type="checkbox"/> Chief Accountant
<input type="checkbox"/> Chief Auditor	<input type="checkbox"/> Chief Actuary	<input type="checkbox"/> President	<input type="checkbox"/> Secretary	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Controller	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partner	<input type="checkbox"/> Other (describe) _____	

I declare that I am the most senior managing officer of the Business, as set out above. I also declare that the information given in this Statement is true and accurate in every respect. If there is any change to the information I have given, I agree to immediately notify the Financial Institution.

X	Johnathan Holland	December 13, 2019
Most Senior Managing Officer Signature	Name	Date
X	Joann Gabriel	December 13, 2019
Witness Signature	Name	Date

FINANCIAL INSTITUTION APPROVAL

X	Karen Oliveira	
Signature	Name	Title
		Member Relations Leader
		Jan 9 / 2020
		Date

FINANCIAL INSTITUTION USE ONLY

Notes:

Authorizing Resolution

INSTRUCTIONS

- **Sole Proprietorship:** The Resolution is required only if the Depositor wants to appoint one or more Authorized Users.
- **Partnership, Corporation, and Unincorporated Association:** This Authorizing Resolution must be provided together with a Business Contract unless the Depositor has provided the Financial Institution with a certified copy of an authorizing resolution in another form that is satisfactory to the Financial Institution.

RESOLVED THAT:

1. The Depositor hereby appoints the Financial Institution to be the financial institution of the Depositor.

Business Legal Name (the "Depositor") Curexe Inc.
Financial Institution Name (the "Financial Institution") Luminus Financial Services & Credit Union Limited

2. Any 1 of the Authorized Signatories listed below:

AUTHORIZED SIGNATORY(IES)	
Johnathan Holland	
Title or Name	Title or Name
Title or Name	Title or Name

is/are expressly confirmed, authorized, and approved to exercise any of the following powers on behalf of the Depositor with respect to the operation of any account provided by the Financial Institution to the Depositor (the "Account"):

- a) sign binding agreements on behalf of the Depositor, including to establish a member relationship with the Financial Institution;
- b) sign binding agreements to borrow funds from the Financial Institution, or otherwise obtain credit by way of loans, advances, overdrafts, or otherwise; and to provide security for any such credit obtained, as required by the Financial Institution from time to time. An application for a loan other than an overdraft will require separate borrowing resolutions;
- c) exercise any of the powers of an Authorized User as set out in Section 3 below; and
- d) add or remove Authorized Users by way of submitting a Certificate of Authorized Signers to the Financial Institution.

3. The Authorized Signatories listed above, as well as the Authorized Users are expressly confirmed, authorized, and approved to exercise any of the following powers on behalf of the Depositor with respect to the operation of the Account:

AUTHORIZATION	AUTHORIZED USER(S) POWERS	SIGNING AUTHORITY
<input checked="" type="radio"/> Yes	Sign instruments and other orders for payments of money, access the Account, and complete any and all other duties required, including duties with respect to instruments under the Account, except for those duties enabled by the powers described below.	The Depositor authorizes any <u> 1 </u> Authorized User(s).
<input type="radio"/> Yes <input type="radio"/> No	Provide instructions to the Financial Institution from a remote location (e.g., via phone, fax, email).	The Depositor authorizes any <u> </u> Authorized User(s).
<input type="radio"/> Yes <input type="radio"/> No	Access the Account to conduct transactions using a computer, phone, or any other electronic device.	The Depositor authorizes any Authorized User.
<input type="radio"/> Yes <input type="radio"/> No	Access the Account to make deposits using a debit card.	The Depositor authorizes any Authorized User.
<input type="radio"/> Yes <input type="radio"/> No	Access the Account to conduct transactions using a debit card.	The Depositor authorizes any Authorized User.

For security purposes, an Authorized User must select, from time to time, security passwords, codes, and/or numbers to be used to access the Account.

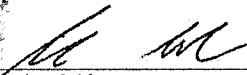
4. All documents, transactions, securities, or other negotiable instruments signed, made, drawn, accepted, or endorsed as described in this Resolution shall be valid and binding upon the Depositor.
5. This Resolution will be delivered to the Financial Institution and remain in force until the Depositor gives the Financial Institution written notice to the contrary and the Financial Institution acknowledges receiving such notice. All previous resolutions, if any, as to the Authorized Signatories and Authorized Users of the Depositor and their powers in respect of the Account, are hereby repealed.

RESOLVED THAT (CONTINUED):

- 6. From time to time, the Depositor will provide to the Financial Institution any documents requested in support of the Depositor's identity or existence and, if applicable, corporate status. If the Depositor is a corporation, the Depositor agrees to notify the Financial Institution of any changes to its corporate records, as filed with the corporate registry.
- 7. From time to time, the Depositor will provide documents containing the following information to the Financial Institution:
 - a) a certified list of the names of the persons authorized to enter into agreements and operate the Account on behalf of the Depositor, as set out in this Resolution, together with specimens of the signatures of these persons;
 - b) notification in writing of all changes to the list of Authorized Signatories and/or Authorized Users and/or the resolution in effect at the time. Until so notified, the Financial Institution shall be entitled to treat and rely upon any such facsimile signature that is or appears to be authentic as an original and genuine signature of the Depositor's Authorized Signatories and Authorized Users; and
 - c) a certified list of facsimile signatures of the Authorized Signatories and Authorized Users. If the Depositor uses facsimile signatures, then the Financial Institution shall be entitled to treat and rely upon any such facsimile signature that is or appears to be authentic as an original and genuine signature of the Depositor's Authorized Signatories and Authorized Users; and
 - d) a certified list of the names and addresses of all persons who, directly or indirectly, own or control 25% or more of the Depositor, as well as, if applicable, the names of all the directors of the Depositor.
- 8. The Depositor expressly confirms that it is duly constituted and validly existing as a partnership, corporation, or unincorporated association, as and if applicable.

Signing Instructions:

Sole Proprietorships: The sole proprietor must sign.
 Partnerships, Corporations, and Unincorporated Associations: Sign in accordance with the partnership agreement, by-laws, or other constating document, as applicable.

<input checked="" type="checkbox"/>		Johnathan Holland	CEO	December 11, 2019
	Authorized Signature	Name	Title	Date

<input checked="" type="checkbox"/>				
	Authorized Signature	Name	Title	Date

<input checked="" type="checkbox"/>				
	Authorized Signature	Name	Title	Date

<input checked="" type="checkbox"/>				
	Authorized Signature	Name	Title	Date

FINANCIAL INSTITUTION USE ONLY

Account No.	10003036	Date Account Opened	11/12/19
Notes	High Risk Account		

Politically Exposed Person Statement

GENERAL INFORMATION

Financial Institution Name (the "Financial Institution") and Address Luminus Financial Services & Credit Union Ltd. 1 Yonge Street Toronto ON M5E 1E5	Date December 11, 2019
Depositor Name Johnathan Holland	Account No. (the "Account") 10003046 <input checked="" type="radio"/> New Account <input type="radio"/> Existing Account
International Funds Transfer (\$100,000 or more) <input type="radio"/> Yes <input checked="" type="radio"/> No	Amount (Canadian Equivalent) \$ _____

STATEMENT

In accordance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations*, and as part of the Financial Institution's risk management measures, the Financial Institution is required to determine whether the Depositor is a Politically Exposed Person ("PEP").

PEP DECLARATION

I declare that I am a signing authority on the Account, and:

I declare that I am not a PEP. This means that:

- I am not and have never been employed as a senior official¹ in a foreign state ("Foreign PEP").
- I am not employed as a head of an international organization² or the head of an institution established by an international organization ("HIO").
- I am not and have not been employed during the past five years as a senior official³ in Canada ("Domestic PEP").
- I am not a family member⁴ or close associate⁵ of a Foreign PEP, HIO, or Domestic PEP.

OR

I declare that I am a PEP. The basis upon which I believe I am a PEP is as described below.

1 Senior official in respect of a Foreign PEP means:

- head of a foreign state or government;
- member of the executive council of government or member of a legislature of a foreign government;
- deputy minister or equivalent rank;
- ambassador or attaché or counsellor of an ambassador;
- military officer with a rank of general or above;
- president of a state-owned company or a state-owned bank;
- head of a government agency;
- judge of a foreign supreme court, constitutional court, or other court of last resort; or
- leader or president of a political party represented in a foreign legislature.

2 International organization means an organization established by the governments of more than one country by means of a formally signed agreement between the governments of more than one country.

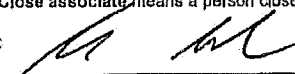
3 Senior official in respect of a Domestic PEP means:

- Governor General, lieutenant governor, or head of government;
- member of the Senate or House of Commons or member of a legislature;
- deputy minister or equivalent rank;
- ambassador, or attaché or counsellor of an ambassador;
- military officer with a rank of general or above;
- president of a corporation that is wholly owned directly by Her Majesty in right of Canada or a province;
- head of a government agency;
- judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada;
- leader or president of a political party represented in a legislature; or
- the office or position of mayor or the elected head of a city, town, village, or municipality that leads council in making financial decisions for their electorate.

4 Family member means a senior official's or a HIO's:

- child
- parent
- parent's child
- spouse or common-law partner
- spouse's or common-law partner's parent

5 Close associate means a person closely connected to a senior official or a HIO for personal (social) or business (professional) reasons.

X 	Johnathan Holland	December 11, 2019
Signature of Depositor	Name	Date

STATEMENT (CONTINUED)

PEP INFORMATION	
Depositor Name <i>(last name, first name, middle name(s))</i>	Category of PEP Domestic PEP <input type="radio"/> Yes <input type="radio"/> No Family Member of a Domestic PEP <input type="radio"/> Yes <input type="radio"/> No Close Associate of a Domestic PEP <input type="radio"/> Yes <input type="radio"/> No Foreign PEP <input type="radio"/> Yes <input type="radio"/> No Family Member of a Foreign PEP <input type="radio"/> Yes <input type="radio"/> No Close Associate of a Foreign PEP <input type="radio"/> Yes <input type="radio"/> No HIO <input type="radio"/> Yes <input type="radio"/> No Family Member of an HIO <input type="radio"/> Yes <input type="radio"/> No Close Associate of an HIO <input type="radio"/> Yes <input type="radio"/> No
Address <i>(street address, city, country)</i>	
Office/Position of Domestic PEP, Foreign PEP, or HIO	Account No.(s) <i>(if different from above)</i>
Current/Expected Source of Funds	Depositor Relationship to PEP/HIO <i>(If the Depositor is a family member of a Domestic PEP, Foreign PEP, or HIO, for example, spouse, sibling)</i>

FINANCIAL INSTITUTION USE ONLY

Signature of Manager	Name	Date
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Third Party Declaration

GENERAL INFORMATION

Financial Institution Name (the "Financial Institution") and Address Luminus Financial Services & Credit Union Ltd. 1 Yonge Street Toronto ON M5E 1E5	Date Account Opened December 11, 2019
Member/Account Name (the "Account Holder") Johnathan Holland	Membership/Account No. (the "Account") 10003049
Name of Individual or Entity Opening the Account Curèxe Inc.	

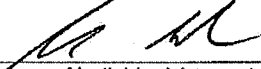
DISCLOSURE

In accordance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*, the Financial Institution is required to determine whether the Account or any subaccount, including demand deposits, term deposits, and loan accounts, (sometimes called "subaccounts") opened now or in the future under the Membership/Account Number, are to be used by or on behalf of a third party(ies). Hereafter, a reference to Account includes the Account and any subaccount. Complete A, B, or C, as appropriate.

A. No Third Party: *(Account not being opened on behalf of or to be used by third party.)*

I declare that I am a signing authority on the Account, and I declare that: a) only a signing authority(ies) on the Account shall give instructions and/or direct use of the Account; and b) that no Account of the Account Holder will be opened for or used by or for the benefit of any party(ies) other than the Account Holder.

(Only one individual opening the Account must sign the statement. If the Account is an existing account, any current signing authority on the Account may sign.)

X  Johnathan Holland 13/12/19
Signature of Individual Account Holder or Name Date
Authorized Signatory

B. Exempt Account:

I declare that I am a signing authority on the Account, and that I am a:

- Legal Counsel *(Must be a Barrister or Solicitor. Obtain current Law Society membership or ID card. Verify name, signature, and expiry date. Photocopy and attach to this form.)*
- Accountant *(Must be a Certified General Accountant, Chartered Accountant, or Certified Management Accountant. Obtain current membership or ID card. Verify name, signature, and expiry date. Photocopy and attach to this form.)*
- Real Estate Broker *(Must be Licensed in respect of the sale and purchase of real estate. Obtain current licence to conduct real estate sales and purchase transactions. Verify name, signature, and expiry date. Photocopy and attach to this form.)*

and that the Account is to be used only for my/our clients.

(Only one individual opening the Account or one Authorized Signatory on behalf of an entity opening an account must sign the statement. If the Account is an existing account, any current signing authority on the Account may sign.)

X
Signature of Individual Account Holder or Name Date
Authorized Signatory

C. Third Party Information: *(Non-exempt Account opened on behalf of or to be used by third party.)*

I declare that I am a signing authority on the Account, and I declare that the Account will be used by or for the benefit of parties other than the Account Holder. If the Account is to be used by or for future unknown third parties, enter "To be determined" below and any known information about who the anticipated third parties will be. If the third parties are not presently known, the Account Holder agrees to keep records containing information about all third parties for whom the account is used as would be necessary to complete this form and to provide those records to the Financial Institution within 15 days of being requested to do so.

Third Party #1

Third Party Name <i>(last name, first name, initial)</i>	
Address <i>(street address, city, province, postal code)</i>	
Nature of Principal Business <i>(if third party is an entity) or Occupation</i>	Date of Birth <i>(if third party is an individual)</i>
Incorporation No. and Place of Issue <i>(if applicable)</i>	
Nature of relationship between Third Party and Account Holder	

DISCLOSURE (CONTINUED)

B. Third Party Information Continued: (Attach additional pages if necessary.)

Third Party #2

Third Party Name <i>(last name, first name, initial)</i>	
Address <i>(street address, city, province, postal code)</i>	
Nature of Principal Business <i>(if third party is an entity)</i> or Occupation	Date of Birth <i>(if third party is an individual)</i>
Incorporation No. and Place of Issue <i>(if applicable)</i>	
Nature of relationship between Third Party and Account Holder	

Third Party #3

Third Party Name <i>(last name, first name, initial)</i>	
Address <i>(street address, city, province, postal code)</i>	
Nature of Principal Business <i>(if third party is an entity)</i> or Occupation	Date of Birth <i>(if third party is an individual)</i>
Incorporation No. and Place of Issue <i>(if applicable)</i>	
Nature of relationship between Third Party and Account Holder	

Third Party #4

Third Party Name <i>(last name, first name, initial)</i>	
Address <i>(street address, city, province, postal code)</i>	
Nature of Principal Business <i>(if third party is an entity)</i> or Occupation	Date of Birth <i>(if third party is an individual)</i>
Incorporation No. and Place of Issue <i>(if applicable)</i>	
Nature of relationship between Third Party and Account Holder	

Third Party #5

Third Party Name <i>(last name, first name, initial)</i>	
Address <i>(street address, city, province, postal code)</i>	
Nature of Principal Business <i>(if third party is an entity)</i> or Occupation	Date of Birth <i>(if third party is an individual)</i>
Incorporation No. and Place of Issue <i>(if applicable)</i>	
Nature of relationship between Third Party and Account Holder	

Only one individual opening the Account or one Authorized Signatory on behalf of an entity opening an account must sign the statement. If the Account is an existing account, any current signing authority on the Account may sign.

X Signature of Individual Account Holder or Authorized Signatory Name Date

BETWEEN:

- and -

CUREXE INC.

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

(PROCEEDING COMMENCED AT TORONTO)**

**AFFIDAVIT OF JOHNATHAN HOLLAND
(SWORN 27 OCTOBER 2020)**

GOWLING WLG (CANADA) LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. Patrick Shea (LSUC No.: 39655K)
Telephone: (416) 369-7399
Facsimile: (416) 862-7661

SOLICITORS FOR THE

TAB 3

Court File No.: CV-20-00650219-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

BETWEEN:

SMARTPAY INC.

Applicant

- and -

CUREXE INC.

Respondent

**IN THE MATTER OF PART XVIII OF THE *CANADA BUSINESS CORPORATIONS
ACT, RSC 1985, C C-44***

CONSENT

MNP LTD. hereby consents to be appointed liquidator of Curexe Inc. pursuant to Part XVIII of the *Canada Business Corporations Act, c C-44*.

MNP LTD.

Per:  _____

Court File No.: CV-20-00650219-00CL

B E T W E E N:

SMARTPAY INC.
Applicant

- and -

CUREXE INC.
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

(PROCEEDING COMMENCED AT TORONTO)

APPLICATION RECORD
(RETURNABLE 2 NOVEMBER 2020)

GOWLING WLG (CANADA) LLP

Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. Patrick Shea (LSUC No. 39655K)

Tel: (416) 369-7399

Fax: (416) 862-7661

Solicitors for the Applicant