

Assisted Subscription Agreement

Everyday language summaries are provided for your benefit and are not legally binding. Please read the full agreement for the complete picture of your legal requirements.

This Assisted Subscription Agreement (the "Agreement") is a legal contract between Uvaro Inc. a corporation incorporated pursuant to the laws of the Province of Ontario ("Uvaro", the "Manager", "us", "we", "our") and you (the "Member", "you", "your"). It replaces all previous agreements, addendums, disclosures and amendments including previous versions of any Income Share Agreement or Deferred Subscription Agreement. This Agreement includes terms and policies pertaining to your membership and account, all of which are fully incorporated herein by reference. Review this Agreement carefully and keep it in your records.

Context

A. The Member is registered for a premium membership account provided by Uvaro ("**Premium Membership**").

B. In lieu of a standard subscription or up-front payment method, the Member and Uvaro agree to enter into an assisted payment plan for the payment of their fees.

Which means, instead of paying your full dues immediately, you agreed to pay later.

NOW THEREFORE, in consideration of your participation in the Premium Membership, the payment of the Full Subscription Obligation, and for other good and valuable consideration, and subject to all of the terms, covenants, promises, and conditions contained in this Agreement, you and Uvaro agree as follows:

1. Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

- a) "Assisted Subscription Payment" means US\$40.
- b) "Assisted Subscription Term" means the lesser of 12 months from the Agreement date or when you reach the Qualifying Income Threshold from the Agreement date.
- c) "Business Day" means Monday through Friday, except for federal or national holidays in the United States and Canada.
- d) "Earned Income" means all worldwide gross monies or other considerations (including, but not limited to, salaries, wages, commissions, service fees, bonuses, settlements and more) received directly or indirectly by Member. For the avoidance of doubt, Earned Income shall only exclude (I) equity shares, options, royalties, bonus stock units and restricted stock units, and (II) income from financial investments.
- e) "Full Subscription Obligation" means the sum of US\$4,800 plus the Assisted Subscription Payment during the Assisted Subscription Term

- f) "**Subscription Term**" means the duration of the Assisted Subscription Term together with the following 12-month period
- g) "Membership Fee" means, collectively, the fees payable by you under this Agreement to the Manager in connection with your participation in the Premium Membership, including, without limitation, (i) the Assisted Subscription Payment, the Subscription Payment and any Subscription Renewal Payment, plus applicable taxes, described in Section 3, (ii) the Fees described in Section 6, and (iii) collection costs, if any.
- h) "Qualifying Income Threshold" means US \$40,000, or the equivalent amount in their local currency
- i) "Subscription Payment" means US\$400.
- j) "Subscription Renewal Payment" means US\$250.
- k) "Membership Self-Attestations" means the self-attestations given by you in connection with your participation in the Premium Membership

2. Membership Obligations

- a) Subscription Term. During the Subscription Term, you shall pay Assisted Subscription Payments and/or Subscription Payments to the Manager each month in accordance with the terms of this Agreement, including Fees and collection costs. You understand that, by entering into this Agreement you are irrevocably agreeing to pay a fixed monthly amount of the Subscription Payment to the Manager in consideration of your participation in the Premium Membership. You understand that per the terms of the Agreement, you shall pay a fixed monthly amount of the Assisted Subscription Payment to the Manager while you earn less than the Qualifying Income Threshold or for a period of 12 months from the date of this Agreement.
- **b) Qualifying Income Threshold.** If you have met or exceeded the Qualifying Income threshold, (i) Assisted Subscription Payments will cease, (ii) Membership Self-Attestations will cease, and (iii) Subscription Payments shall be paid to the Manager in accordance with Section 3
- c) Assisted Subscription Term. Provided the Assisted Subscription Term has not ended under Section 2(b), at the end of the 12 months, (i) Assisted Subscription Payments will cease, (ii) Membership Self-Attestations will cease, and (iii) Subscription Payments shall be paid for a period of 12 months to the Manager in accordance with Section 3

Which means, you're agreeing to pay for the program.

First you'll pay \$40 USD per month until you start earning over \$40,000 USD/yr, or after 12 months (whichever comes first.)

Then you'll pay \$400 USD per month for 12 months.

d) Income Reporting. You agree to report your income when prompted by the Manager. You will be instructed to report your monthly income even if you are not currently earning any income. The Manager will issue communications through various channels (e.g. email, SMS, phone) prompting you to report your income, beginning the day following your successful creation of the Premium Membership. Notwithstanding the communications, you agree to report your accurate income. If you fail to report your income within 30 days of being asked to report your income for the purposes of maintaining your eligibility on the assisted subscription agreement, you will be violating the terms of this Agreement. You will be granted an additional 60 days after being asked to report your income. If you fail to report your income in this time and you have outstanding subscription payments due, the Full Subscription Obligation shall become due and payable at the expiry of the additional 60-day period. The Manager will use various escalation methods to alert you of your self-reporting obligations, which may include charging the Subscription Payment. If you fail to pay monthly Subscription Payments and fail to report your income after 150 days of being asked to report your income, the Manager has the option to send the Agreement to debt collections for the Full Subscription Obligation, or pursue any other legal or equitable means at its disposal to enforce its rights under this Agreement.

e) Income Verification. The Manager employs various processes to verify that your self-reported income is below or meets the Qualifying Income
Threshold. Within 48 hours of you signing and returning an employment offer to an employer that results in wages at or higher than the Qualifying Income
Threshold, you agree to provide us with (i) a copy of your executed or updated employment contract, and (ii) full details of your compensation package if this information is not included in your employment contract. The Manager may automatically request pay stubs, or any other similar proof of income statement. You agree to provide a copy of all requested documentation within 30 days of the Manager's request.

3. Payments

a) Membership Fee Amount. During the Assisted Subscription Term,
 Membership Fees will equal the Assisted Subscription Rate. For the following
 12 months Membership Fees will equal the Subscription Rate. During any
 Renewal Terms, the Membership Fees will equal the Renewal Subscription
 Rate.

b) Membership Fee. Membership Fees, plus applicable taxes, will be due and payable by you each month during the Subscription Term. You agree that Membership Fees will be paid by recurring credit card payments, automatic direct deposit, or automatic electronic funds transfer ("Automatic
Withdrawals") from your bank account or whichever primary form of payment has been provided, to an account of Manager's choosing. It is your obligation to ensure that the selected bank account supports Automatic Withdrawals.
You agree to keep your bank account or credit balance sufficiently in funds to

Which means, report your income when asked, even if it's zero. We'll remind you through email, text, or phone.

If you don't report within 30 days, you'll break the agreement. After an extra 60 days, if you still don't report, you'll have to pay the full program cost (\$4800)

If you don't pay and don't report for 150 days, we can send your debt to collections or take other actions.

Which means, your monthly fee will be automatically charged. You can choose if that charge is to a credit card, or withdrawn from your bank account. be able to make payment of each Membership Fee and to promptly (and in any case within 15 days) update and/or notify us of any change in any information required for the Automatic Withdrawals. Any failure to update and/or notify us or any change in this information that causes a delay in the Automatic Withdrawals will be treated as a failure to make a payment, and additional fees as per Section 6 will apply.

c) Renewal Term. Provided this Agreement has not otherwise been terminated earlier in accordance with Sections 4(b) or 4(c), this Agreement will automatically and without further action on the part of you or the Manager be extended in successive 12-month Renewal Terms. Subscription Renewal Payments, plus applicable taxes, will be due and payable by you each month during the Renewal Term.

Which means, your membership will automatically renew unless you tell us not to in writing. When it renews, the monthly fee drops to \$250 USD per month.

d) Subscription Renewal Payments. At any time prior to the commencement of the Renewal Term, the Manager may increase the Subscription Renewal Payment in its sole discretion by delivering written notice to the Member to that effect no later than 30 days before the expiry of the Subscription Term (a "Renewal Payment Notice"). The Subscription Renewal Payment shall be deemed to incorporate any such increases (or any other change(s) as set forth in greater detail in the Renewal Payment Notice) effective as of the date of the delivery of the Renewal Payment Notice (a "Renewal Payment Update"). The Manager agrees to use commercially reasonable efforts to ensure that any and all Renewal Payment Updates will be made in light of and after giving due regard to market fluctuations and the requirements of the Premium Membership.

e) Currency. Membership Fees will be paid in U.S. currency regardless of the currency in which Earned Income is received by you.

4. Termination

a) Death or Permanent Disability. If you die or suffer a functional limitation caused by a physical or mental impairment that prevents you from performing the daily activities necessary to participate in substantially gainful employment that will remain with you for life ("Permanent Disability") during your participation in the Premium Membership or during the Subscription Term or Renewal Term (if applicable), Manager may waive your obligation to pay any further Subscription Payments or Subscription Renewal Payments under this Agreement, and this Agreement will terminate. To qualify for a waiver based on Permanent Disability, you must submit an application accompanied by a physician's statement and such other information or documentation that we may require showing that you have suffered a Permanent Disability (a "Disability Waiver Application"). You must continue to pay Membership Fees unless and until the Disability Waiver Application is approved in writing at the Manager's sole discretion. If we approve your Disability Waiver Application, the waiver will be effective as of the date of such approval.

b) Early Termination. If you desire to terminate this Agreement (or otherwise extinguish your obligations under this Agreement) within 14 days of executing this Agreement, you will not be obligated to pay the Full Subscription Obligation and your Agreement will be null and void. After 14 days (i.e., on day 15) of signing this Agreement, if you desire to terminate prior to the expiration of the Subscription Term, you will be obligated to pay the Full Subscription Obligation (plus any outstanding Fees described in Section 6 and less any Subscription Payment(s) you have already made) in full satisfaction of your payment obligations under this Agreement. The sum of the total Subscription Payments you owe under this Agreement will not exceed the Full Subscription Obligation, plus the Fees described in Section 6.

c) Non-Renewal. If you desire to terminate this Agreement at the end of the Subscription Term, you must provide Manager written notice no less than 30 days before the end of the Subscription Term. For the avoidance of doubt, if you do not provide notice as set out above, the Agreement will automatically renew for an additional Renewal Term and you will be required to pay Manager all Membership Fees as required by the Agreement.

5. Financial Record Retention And Inspection

a) Contact with Employer. If requested by Manager, you agree to (i) provide Manager with the name, address and phone number of any employers from which you have received Earned Income and authorize each such employer to disclose to us all forms of cash and non-cash compensation paid or provided to or earned by you; and (ii) provide such other documentation (including a summary of any non-written or oral non-cash consideration, equity or deferred compensation arrangements) as may be reasonably requested by us in order to verify the amount of Earned Income received by you.

b) Credit Reports. You authorize us to obtain your credit report, verify the information that you provide to us, and gather additional information that may help us assess and understand your performance under this Agreement. You understand that we may verify your information and obtain additional information using a number of sources, including but not limited to consumer reporting agencies, other third party databases, past and present employers, other school registrars, public sources, and personal references provided by you. Upon request from you, you will be informed whether or not we obtained a credit report and, if so, the name and address of the consumer reporting agency that furnished the report. You consent to our sharing of your personal information with our affiliates and financing parties, which we will do using standard data security procedures and subject to our Privacy Policy.

Which means, you allow us to check your credit report and verify your info using various sources. These sources include public sources like LinkedIn, and third parties like your employers.

If you ask, we'll tell you if we got a credit report and who provided it.

6. Additional Fees

In addition to the Membership Fee, the following fees will be payable by you, as applicable and subject to applicable law: a) A missed payment fee of US\$25 each time you do not make any payment due under this Agreement on

or before the 10th day after the due date. Any payment received after 5:00 p.m. (Eastern Time) on a Business Day is deemed received on the next Business Day. Each such fee incurred will accumulate and be added to the next scheduled Membership Fee until all amounts owing are paid in full. This fee is not an interest rate. b) A returned payment fee of US\$25 each time a payment is returned or is not received due to insufficient funds in your account or for any other reason. Any payments made under this Agreement are applied first to fees, costs or expenses due under this Agreement, if any, and then applied to the Membership Fees owed.

7. Notice Of Certain Changes

You agree to notify us in writing by no later than 15 days of any change in your: (i) primary residence address, phone number or email, or any other material change to information previously provided to us (including, without limitation, information required for the Automatic Withdrawals under Section 3); (ii) Qualifying Income Threshold status; and or (iii) Earned Income (even if you have not met or exceeded the Qualifying Income Threshold).

8. Default And Remedies

a) Default. Without prejudice to our other rights and remedies hereunder, and subject to applicable law, we may deem you to be in default under this Agreement upon your: (i) failure to make any Subscription or Assisted Subscription Payment or Renewal Payment in full in a timely manner (and provided that such failure has not been cured within 10 days after receipt of written notice of such failure from the Manager); (ii) failure to provide the information required by Section 2(d), Section 5, or of that is otherwise reasonably requested; or (iii) violation of any other provision of this Agreement that impairs our rights, including but not limited to omission of relevant information or delivery to us of information we deem to be materially false, misleading or deceptive.

b) Remedies Upon Default. Subject to applicable law (including any notice and/or cure rights provided by applicable law or this Agreement), if we deem you to be in default under this Agreement, we may elect to (i) demand prompt payment of the Full Subscription Obligation and any outstanding Renewal Payments, less any Subscription Payments received by us plus any outstanding Fees pursuant to Section 6, which you agree to pay by no later than three days from the date of such demand; (ii) enforce all legal rights and remedies in the collection of such amount and related fees (including any rights available to us to set off any state or provincial tax refund); or (iii) utilize any combination of these remedies. You agree to pay our court costs, reasonable legal fees, collection fees charged by states or provinces for state or provincial tax refund set-off, and other collection costs related to the default (including our fees and costs due to your bankruptcy or insolvency, if applicable) to the extent permitted by applicable law.

Which means, if you don't pay on time, don't give the info we need, or break other rules in the agreement, we can say you're in default.

If you're in default, we can ask for full payment, use legal actions to collect, or combine these options.

You might have to pay court costs, legal fees, and other fees if you default. c) Equitable Remedies. If we conclude that money damages are not a sufficient remedy for any breach or deemed default of this Agreement, we are entitled to seek injunctive or other equitable relief as a remedy for any such breach or default to the fullest extent permitted by applicable law. Such remedy shall be in addition to all other remedies available at law or equity to us.

9. Truthfulness And Application

You represent and warrant that all information provided pursuant to this Agreement and the Membership Self-Attestations is true and accurate and you have not provided any false, misleading or deceptive statements or relevant omissions of fact. Without limiting the generality of the foregoing, except as disclosed to us in writing, you represent that:

- 1. you are a legal resident in your state or province of current residence;
- 2. you are at least 18 years of age and the age of majority in your state or province of current residence;
- you have never been convicted of crime involving dishonesty or breach of trust under any federal, state, or provincial statute, rule or regulation;
- you are not contemplating bankruptcy and you have not consulted with an attorney, an accountant or any such service provider regarding bankruptcy in the past six months; and
- you are legally eligible to work in your state or province of current residence without the need for further approvals or authorizations from the relevant authorities.

Which means, you promise that all the info you gave us is true and you didn't lie or hide important facts.

You also promise that you're old enough, you're legally allowed to work and live where you say you do, you've never been convicted of dishonest crimes, and you're not planning to go bankrupt.

10. Confidentiality

For purposes of this Section 10, "Confidential Information" refers to any and all information which is of a proprietary, confidential or secret nature, including without limitation, information that is of a business, customer, marketing, or technical nature, but Confidential Information shall not include (a) information which is within the public domain at the date of its disclosure by one Party (the "Disclosing Party") to the other (the "Receiving Party") or which thereafter enters the public domain through no fault of the Receiving Party; (b) information which is already known to the Receiving Party at the time of its disclosure to the Receiving Party by the Disclosing Party and is not subject to confidential restrictions; (c) information which, following its disclosure by the Disclosing Party to the Receiving Party, is received by the Receiving Party without obligation of confidence from a third party who the Receiving Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence. The Receiving Party shall: (i) not disclose or use any Confidential Information of the disclosing Party except as necessary to perform its obligations under this Agreement; and (ii) safeguard Confidential Information using the same standard of care that it uses to protect its own Confidential Information, but not less than a reasonable standard of care.

Which means, we both promise to protect each others confidential information in the same way we would protect our own.

11. Tax Reporting

You agree and acknowledge that the federal, state, provincial, and local income tax consequences of this Agreement are not certain, and that we have not provided you with any tax advice or assurance of specific consequences. Notwithstanding the foregoing, recognizing that all parties are best served by consistent, good faith tax reporting of the transaction in accordance with what the parties believe to be its economic substance, except as otherwise required by applicable law, you agree to report the transaction pursuant to this Agreement for federal, state, provincial, and local income tax purposes as a contract to facilitate payment for services rendered and not as a loan or any other form of indebtedness.

Which means, you know taxes related to this agreement aren't certain, and we didn't give tax advice. You'll report the transaction for taxes as a payment for services, not as a loan or debt.

12. Electronic Delivery

We may decide to deliver any documents or notices related to this Agreement by electronic means. You agree to receive such documents or notices by electronic delivery and to participate through an online or electronic system established and maintained by us or a third party designated by us

13. Automatic Reminders

We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to you about payment due dates, missed payments and other important information relating to your obligations under this Agreement. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded in your voicemail. You understand and agree that we may monitor and/or record any of your phone conversations with us as it relates to your Agreement. You give us your permission to call or send a text message to any telephone number you provide us now or in the future and to play pre-recorded messages or send text messages with information about this Agreement over the phone. You also give us permission to communicate such information to you via electronic mail. You agree that we will not be liable to you for any such calls or electronic communications, even if information is communicated to an unintended recipient. You understand that, when you receive such calls or electronic communications, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services. You agree that we have no liability for such charges.

Which means, we may use automated calls, texts, or emails for payment reminders and important info.

14. Indemnity

You shall indemnify, defend, and hold Manager harmless from and against any and all claims, losses, liabilities, causes of action, damages, penalties, charges, costs or expenses (including reasonable legal fees), however incurred and regardless of the theory of liability, arising out of or resulting

from: (a) your breach of any obligation under this Agreement; (b) any bodily injury, death or tangible property damages resulting from your performance of your obligations under this Agreement; (c) any false or misleading statements or information provided by you to Manager or the omission of any materially relevant information (d) any claim by or through your employer or other third party in connection with your employment.

15. Limitation Of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OF MANAGER, MANAGER SHALL NOT BE LIABLE TO MEMBER FOR LOSS OF EMPLOYMENT, LOST INCOME OR PROFITS, OR ANY REPUTATIONAL LOSS, INCLUDING CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, EVEN IF ADVISED BY MEMBER OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

16. Amendments And Waivers

We may amend this Agreement by providing you with 14 days advance written notice of any changes, delivered to your address as shown in our records, provided that if an amendment under this Section 16 is materially adverse to you (as reasonably determined by us), the amendment will not take effect until your written consent has been obtained. If an amendment is necessary to comply with changes in applicable law, we may amend this Agreement without providing you with advance notice. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

Which means, we can change this agreement with 14 days' notice. If it's about new laws, no notice needed.

If a change is bad for you, we need your consent, and not enforcing a rule doesn't mean we give it up.

17. Member Identification Policy.

In addition to the information required in accordance with our Privacy Policy, to help the government fight the funding of terrorism and money laundering activities, we will obtain, verify and record information that identifies each person who enters into this Agreement. As such, when you enter into this Agreement, we reserve the right to ask for your name, address, date of birth, social security or social insurance number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents, or for you to provide true and correct copies to us. You authorize us to make any inquiries, directly or through third parties, we consider necessary to validate your identity.

Which means, we will ask for ID or other documents, and can check with others to confirm who you are.

18. Privacy

All personally identifiable information collected about you pursuant to this Agreement will be subject to the terms of Uvaro's Privacy Policy, a copy of which can be found here: https://uvaro.com/legal/privacy (the "**Privacy**"

Which means, we protect your private info following our Privacy Policy. If the policy changes, we'll update it online. **Policy**"). We reserve the right to update the Privacy Policy from time to time and will make any such updates available on our website. Your continued participation in this Agreement confirms your acceptance of the Privacy Policy, as may be amended from time to time.

19. Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province. Each of the Parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement.

20. Entire Agreement

This Agreement, the Membership Self-Attestations, Privacy Policy, Terms of Services as found at https://uvaro.com/legal/terms, and Uvaro's internal policies and procedures adopted and implemented from time to time and communicated to you set forth the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between you and us relating to the subject matter hereof.

Which means, this agreement and related policies are the full deal between us, overruling any past conversations.

21. Successors And Assigns

Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. We may sell, assign or otherwise transfer any of our rights, economic benefits or obligations under this Agreement. You may not assign, whether voluntarily or by operation of law, any of your rights, economic benefits or obligations under this Agreement, except with our prior written consent.

22. Notices

Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and, except as otherwise provided, shall be deemed sufficient when sent by email or deposited in the U.S. or Canada Post mail, or if agreed to by both parties, through other electronic communications (such as text messages). Notices to Uvaro Inc. shall be sent by U.S. mail or Canada Post or via nationally recognized overnight courier to Uvaro Inc., 151 Charles Street West, Suite 100, Kitchener, ON, N2G 1H6 with a copy to info@uvaro.com. We may modify our notice address by written notice to you or as will be indicated on our website. Notices shall be sent to the email or physical mail addresses set forth below your signature on your application to

join the Premium Membership, or as subsequently modified by written notice to us.

23. Survival

Any provisions which by their nature should survive termination of this Agreement shall survive any termination of this Agreement, including the applicable provisions of Sections 2, 3, 5, 6, and 8 to 27.

Which means, important parts of this agreement still apply after it ends..

24. Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.

Which means, if any part of this agreement is flawed, we'll try to fix it. If we can't, the rest still works without that part.

25. Execution; Electronic Transactions

This Agreement may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together constitute a single agreement. Any copy of this Agreement (including a copy printed from an image of this Agreement that has been stored electronically) shall have the same legal effect as an original.

26. Independent Decision To Enter Into Agreement

You agree that this Agreement is an arm's length transaction. You agree that we are not an agent or fiduciary or advisor in your favor in connection with the execution of this Agreement. You agree that we have not provided any legal, accounting, investment, regulatory or tax advice with respect to this Agreement. You acknowledge that you have read and understand the terms and conditions of this Agreement and acknowledge and agree that you have had the opportunity to seek, and were not prevented or discouraged by us from seeking, any independent legal advice which you considered necessary before the execution and delivery of this Agreement.

27. Marriage

If you are married or get married, or are in a common law relationship that carries equivalent legal rights, as if you were married, based on your province or state of residence, you agree to document your income separately from your spouse's for the purpose of this Agreement, and to provide us with the necessary documentation, including as required pursuant to Section 5, to calculate your individual Earned Income.