Subject to significant changes

SPECIAL CONDITIONS OF USE – CITIZENONE®

(hereinafter referred to as the "Special Conditions")

Between **PORTAGE CYBERTECH INC.**, a duly incorporated company whose head office is located at 85 Victoria Street, in the city of Gatineau, province of Quebec, J8X 2A3 ("**Portage**") and You (the "**Client**,") (individually referred to as a "**Party**" and jointly referred to as the "**Parties**").

Portage has developed and commercializes CitizenOne®, a Customer Identity and Access Management (CIAM) platform designed to enable organizations to manage digital identities, authentication, authorization and access to online services.

CitizenOne® is a CIAM SaaS (Software as a Service) solution that brings service presentation, trust, identity, and privacy together in an integrated manner to enable rapid digital service delivery transformation in complex organizations. It provides a set of capabilities that allows them to identify, verify, onboard, and authenticate the users of their digital services. It gives users a secure, user-friendly, and privacy-focused dashboard where they can access all their digital services in an intuitive and consolidated manner. It allows users to utilize the digital services they choose and manage the data they share with those services.

BY USING CITIZENONE, YOU ACCEPT THESE SPECIAL CONDITIONS AND AGREE TO COMPLY WITH THEM. BY CONTINUING TO USE CITIZENONE AFTER AN UPDATE OF THE SPECIAL CONDITIONS, YOU WILL BE DEEMED TO HAVE ACCEPTED THE SPECIAL CONDITIONS, AS AMENDED FROM TIME TO TIME.

IF YOU DO NOT WISH TO ACCEPT THE SPECIAL CONDITIONS, YOU MUST IMMEDIATELY STOP USING CITIZENONE.

FOR ANY QUESTION RELATING TO THE SPECIAL CONDITIONS, PLEASE CONTACT US AT THE FOLLOWING ADDRESS: legal@portagecybertech.com

1. GENERAL CONDITIONS

THESE SPECIAL CONDITIONS GOVERN THE ACCESS TO AND USE OF CITIZENONE AND FORM A BINDING AGREEMENT BETWEEN PORTAGE AND THE CLIENT. BY ACCESSING, SUBSCRIBING TO OR USING CITIZENONE, THE CLIENT ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE SPECIAL CONDITIONS. WHERE AN ORDER FORM, STATEMENT OF WORK, SERVICE LEVEL AGREEMENT OR OTHER WRITTEN AGREEMENT HAS BEEN EXECUTED BETWEEN THE PARTIES, SUCH DOCUMENT SHALL SUPPLEMENT THESE SPECIAL CONDITIONS. IN THE EVENT OF A CONFLICT, THE TERMS OF THE APPLICABLE WRITTEN AGREEMENT SHALL PREVAIL SOLELY WITH RESPECT TO THE SUBJECT MATTER EXPRESSLY ADDRESSED THEREIN.

1.1. The Client retains all rights, title and interest in and to its Client Data.

1.2. The Client remains solely responsible for all Client Data uploaded, transmitted, processed or otherwise made available through CitizenOne.

1.3. **Hosting, Infrastructure and Data Location**. The Software Product is hosted on infrastructure operated by a third-party Hosting Provider, including Microsoft Azure environments located in Canada. Client Data may be stored in databases such as Azure

Database for PostgreSQL and is encrypted in transit and at rest using industry-standard encryption mechanisms. The Client acknowledges and agrees that:

1.3.1. Portage is responsible for the configuration and management of the Software Product within the hosting environment under its operational control;

1.3.2. the Hosting Provider remains solely responsible for the underlying infrastructure, including physical security, infrastructure availability, and related controls;

1.3.3. the availability, performance, and security of the Software Product may depend on the Hosting Provider's services;

1.3.4. Portage does not control and shall not be liable for any failure, disruption, security incident, or data loss arising from the Hosting Provider's infrastructure or operations beyond Portage's reasonable control.

Nothing in this section shall be interpreted as a guarantee of uninterrupted availability or absolute security of the Software Product.

1.4. **Security and Compliance**. Portage implements and maintains reasonable administrative, technical and organizational safeguards designed to protect the confidentiality, integrity, availability and security of CitizenOne and the information processed through the Solution. Certain functionalities of CitizenOne may be provided directly or indirectly through third-party technology providers, cloud service providers, communication service providers or other integrated service providers. The Client acknowledges that CitizenOne is a technology platform intended to support identity management, authentication, authorization and access management processes. The Client remains solely responsible for determining whether the Solution is appropriate for its legal, regulatory, contractual, operational or business requirements. Unless expressly agreed otherwise in writing, Portage does not warrant that the use of CitizenOne alone will satisfy any legal, regulatory, industry-specific or governmental requirement applicable to the Client.

2. DEFINITIONS

Terms not defined in these Special Conditions shall be interpreted according to their ordinary meaning and the context in which they are used.

2.1. "**Authentication Credentials**" means usernames, passwords, MFA factors and other credentials used to access CitizenOne.

2.2. "**Authentication of Users**" means the process through which an End User verifies their identity in order to access services, applications, programs or resources made available through CitizenOne.

2.3. "**Client Data**": means all data supplied, provided, or generated by the Client or any Personas, which is imported to or stored in the Software Product, including authentication credentials and account-related information.

2.4. "**End User**" means an individual who accesses, authenticates to, or otherwise uses services, applications, programs or resources made available by the Client through CitizenOne.

2.5. "**Hosting Provider**" means the Microsoft Azure Development (Dev), Quality Assurance (QA) and/or Production (Prod) environments, or other additional environments mutually agreed upon by the Parties, contracted by Portage to make servers available on which to host the Software Product and provides to Client certain other hosting services (including Data storage), and includes any additional third parties to whom the Hosting Provider further subcontracts elements of its responsibilities to.

2.6. "**Identity Data**" means information associated with the identity, profile, authentication credentials, permissions or access rights of an End User.

2.7. "**Persona**" means a unique profile or identity record within CitizenOne used for licensing, subscription, usage measurement or billing purposes. A Persona may include, without limitation, an Individual Profile, Organization Profile, Delegated Profile or Administrator Profile, as further described in the applicable Order Form, Pricing Schedule or Product Documentation.

2.8. "**Software Product**": means Portage's CitizenOne Customer Identity and Access Management (CIAM) software that facilitates digital interactions between individuals, businesses, and government organizations for online services, including all related software, documentation, instructions, interfaces, functionalities and Updates provided by Portage to the Client.

3. CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

The Client acknowledges and agrees that it retains full responsibility for its use of the Software Product and for all Client Data. The Client shall not use CitizenOne in violation of any applicable economic sanctions, export control laws or trade restrictions.

Without limiting the foregoing, the Client shall:

3.1. **Security & Access Control**

- be solely responsible for managing user access, credentials, authentication methods, and permissions;
- implement appropriate administrative, technical, and organizational security measures consistent with industry standards;
- ensure that its users apply secure practices when accessing the Software Product.

3.2. **Client Data Governance**

- be solely responsible for the accuracy, quality, integrity, legality, and appropriateness of all Client Data;
- obtain all necessary consents and legal authorizations required to collect, use, disclose, and process Client Data;
- define and enforce its own data retention, archival, and deletion policies;
- determine and communicate to Portage any specific legal, regulatory or operational requirements applicable to the retention and recovery of Client Data.

3.3. **Integrations & APIs**

The Client shall:

- be responsible for the integrations, APIs and third-party applications that it independently elects to connect to CitizenOne or that are under its control;
- ensure that API credentials, access tokens and related authentication credentials under its control are securely managed and not disclosed;
- comply with any technical, security and integration requirements communicated by Portage regarding the use of APIs and integrations.

3.4. **Incident Notification**

The Client shall promptly notify Portage of any suspected security incident or unauthorized access affecting the Software Product.

3.5. **Regulatory Compliance**

The Client remains solely responsible for determining and complying with all laws, regulations, policies, standards and contractual obligations applicable to its use of CitizenOne and to the services it provides to End Users.

The Client represents and warrants that neither it nor any person acting on its behalf is located in, organized under the laws of, or ordinarily resident in a country or territory subject to comprehensive economic sanctions imposed by Canada, the United States, the United Kingdom or the European Union.

The Client shall not permit CitizenOne to be used in violation of applicable export control laws or sanctions regulations.

3.6. **Eligibility Decisions**

The Client remains solely responsible for determining eligibility for programs, services, permits, licences, memberships, benefits or other rights administered by the Client.

The Client remains solely responsible for determining compliance with any governmental, public-sector, regulatory or program-specific requirements applicable to the services provided through CitizenOne.

3.7. **End User Relationship**

The Client remains solely responsible for providing all notices, disclosures, privacy statements, consent mechanisms and legally required communications to End Users.

Without limiting the foregoing, where the Client uses CitizenOne, including through an integrated service or API, to transmit electronic communications or notifications to End Users, the Client remains responsible for determining the lawful basis for such communications and for obtaining, maintaining and documenting any consent or opt-in required by applicable law or the applicable communication service provider.

3.8. **Identity Management and Access Decisions**

The Client remains solely responsible for:

- determining which End Users are authorized to access its services, applications, programs, systems or resources;
- defining and administering its authentication, authorization, access control and identity lifecycle management policies;
- granting, restricting, suspending or revoking access rights granted to End Users;
- determining eligibility for services, programs, benefits, permits, licences, certifications, memberships or other rights administered by the Client;
- reviewing, validating and acting upon any information, alerts, indicators, reports or results generated by CitizenOne.

Portage acts solely as a technology provider and does not participate in any administrative, regulatory, operational, business or eligibility decision made by the Client.

3.9. **Acceptable Use**

The Client shall not, and shall ensure that its Users do not:

- use CitizenOne in a manner that could impair, disrupt, damage or compromise the security, integrity, availability or performance of the Solution;
- attempt to gain unauthorized access to any account, system, network or data;
- perform vulnerability assessments, penetration tests, load tests, security scans or similar activities against the Solution without Portage's prior written authorization;
- use automated tools, bots, scripts, artificial intelligence agents or other mechanisms to scrape, harvest or extract information from the Solution except as expressly authorized by Portage;
- engage in credential stuffing, brute force attacks, denial of service activities or other abusive authentication activities;
- use CitizenOne for any unlawful, fraudulent or unauthorized purpose;

- reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of CitizenOne;
- circumvent technical limitations or security controls;
- copy, reproduce or create derivative works based upon CitizenOne except as expressly authorized by Portage;
- access, use or monitor CitizenOne for the purpose of developing, benchmarking, evaluating, monitoring, reverse engineering or creating a competing product or service, except to the extent such restriction is prohibited by applicable law.

4. END USER EXPECTATIONS AND RESPONSIBILITIES

CitizenOne allows End Users to create, access and manage digital identities, authentication credentials and access rights associated with services, applications, programs or resources made available by the Client.

The Client shall ensure that End Users are subject to terms and conditions that are substantially consistent with the obligations set out in this section.

4.1. **As an End User, you acknowledge, agree and undertake to:**

- Provide accurate, complete and current information when creating, maintaining or updating your account.
- Maintain the confidentiality of your usernames, passwords, authentication factors, recovery codes, devices and other credentials used to access CitizenOne.
- Promptly notify the Client if you suspect unauthorized access, account compromise, credential theft, loss of an authentication device or any other security incident affecting your account.
- Use CitizenOne solely for lawful purposes and in accordance with all applicable laws and regulations.
- Not impersonate another individual, provide false information, create fraudulent accounts or attempt to misrepresent your identity.
- Not attempt to circumvent authentication controls, security mechanisms, authorization rules or access restrictions implemented through CitizenOne.
- Not interfere with the operation, security, integrity or availability of CitizenOne.
- Remain responsible for activities performed using your account and authentication credentials to the extent permitted by applicable law.
- Promptly update any information that becomes inaccurate, incomplete or outdated.
- Comply with all instructions, policies and requirements established by the Client regarding the use of services made available through CitizenOne.
- Confirm that you are legally authorized to access and use the services, applications, programs or resources made available to you through CitizenOne.
- Acknowledge that the contact information associated with your account may be used to send authentication codes, security alerts and other communications necessary for the operation or security of your account. Where you have separately opted in to receive notifications from the Client or an integrated service, CitizenOne may also be used as the technology platform through which such notifications are transmitted. Standard message and data rates may apply to SMS messages.
- Acknowledge that certain information associated with your use of CitizenOne, including authentication records, audit logs, contact information and account-related information, may be collected, processed, used and disclosed in accordance with applicable laws, the Client's privacy practices and the operation of the Solution.

4.2. **Relationship Between End Users and the Client**

CitizenOne is provided by Portage as a technology platform.

The Client remains solely responsible for its relationship with End Users, including:

- the services, programs, benefits or resources made available to End Users;
- eligibility determinations;
- account approvals, suspensions and terminations;
- access decisions;
- communications with End Users, including communications or notifications transmitted through CitizenOne;
- compliance with legal, regulatory or program-specific requirements applicable to the Client.

Except as expressly required by applicable law, Portage does not enter into a direct contractual relationship with End Users regarding the services, programs, benefits or resources offered by the Client.

5. PORTAGE RESPONSIBILITIES AND SCOPE OF SERVICES

5.1. **No Professional Advice**

CitizenOne does not provide legal, regulatory, compliance, financial, professional, investigative or other advisory services.

Any information, indicators, reports, analytics, recommendations or outputs generated by CitizenOne are provided solely as informational and decision-support tools.

5.2. **Authentication and Identity Verification Limitations**

CitizenOne provides technology tools designed to support identity management, authentication, authorization, identity verification and fraud prevention activities.

Portage does not guarantee:

- the true identity, authority, legitimacy or intent of any End User;
- the accuracy, completeness or authenticity of information submitted by an End User or a third party;
- prevention of all unauthorized access, account compromise, identity theft, impersonation, fraud or misuse;
- that any authentication, verification or fraud prevention mechanism will detect or prevent all fraudulent or unauthorized activities.

Results, alerts, indicators, risk scores, reports and other information generated by CitizenOne are provided as decision-support tools only and do not replace the Client's own judgment, controls, investigations, reviews or verification processes. Any scores, indicators, recommendations, analytics, alerts or similar outputs generated by CitizenOne are provided for informational and decision-support purposes only.

5.3. **Audit Logs and Operational Records**

Portage may generate, collect, process and retain operational, administrative, security and audit logs relating to the operation, administration, maintenance, support and security of CitizenOne.

Such logs may include information relating to authentication events, access attempts, account activities, administrative actions, system events, error reports, security events and other activities associated with the operation of the Solution.

Portage may use such logs for security, fraud prevention, incident investigation, troubleshooting, service improvement, compliance, audit and operational purposes.

Unless otherwise required by applicable law, the Client acknowledges that such logs constitute Portage's business records and may be retained for periods determined by Portage in accordance with its internal policies and legal obligations.

5.4. **Usage Metrics**

Portage may collect, generate, process and use usage statistics, operational metrics, licensing information and other service utilization data for subscription administration, billing, capacity planning, support, security, service improvement and compliance purposes.

5.5. **Third-Party Services**

Certain functionalities of CitizenOne may rely upon or interact with third-party products, services, infrastructure, communication providers, identity providers, cloud service providers or other technology providers.

Portage may modify, replace, add or remove such third-party providers as part of the normal evolution, maintenance or operation of the Solution.

Portage shall not be liable for service interruptions, delays or failures caused by third-party providers that are outside Portage's reasonable control, notwithstanding Portage's commercially reasonable efforts to manage and coordinate such providers.

The Client acknowledges that third-party providers may modify, suspend, discontinue or change their services from time to time and that certain CitizenOne functionalities may be affected by such changes.

5.6. **End User Conduct**

Portage does not control and shall not be responsible for the conduct, actions, omissions, representations or activities of any End User.

The Client remains solely responsible for monitoring and managing the activities of End Users within its environment.

5.7. **Product Evolution**

Portage may, from time to time, modify, enhance, update, replace or discontinue certain functionalities, features, interfaces, integrations or components of CitizenOne as part of the normal evolution of the Solution.

Portage may also modify APIs, interfaces, workflows, authentication methods, technical specifications, security requirements or integration mechanisms from time to time in order to maintain, improve, secure or evolve the Solution.

Where reasonably practicable, Portage will provide advance notice of material changes affecting the Client's use of CitizenOne and will use commercially reasonable efforts to minimize unnecessary disruption.

5.8. **Suspension of Services**

Portage may temporarily suspend, restrict or limit access to all or part of CitizenOne where reasonably necessary to:

- protect the security, integrity or availability of the Software Product;
- investigate, prevent or mitigate a security incident;
- prevent unauthorized access or misuse of the Software Product;
- comply with applicable laws, regulations, court orders or governmental requirements;
- address a material breach of these Special Conditions.

Where reasonably practicable, Portage will provide prior notice to the Client.

5.9. **Security Incidents**

The Client acknowledges that cybersecurity incidents may arise from factors outside Portage's reasonable control, including compromised credentials, End User devices, Client systems, third-party integrations, telecommunications providers, internet service providers or third-party service providers.

Except to the extent directly caused by Portage's failure to implement reasonable security measures within its operational control, Portage shall not be responsible for such incidents.

5.10. **Supply of the Software Product**

Subject to the payment of all applicable fees and compliance with these Special Conditions and any applicable Order Form, Portage shall provide the Software Product in accordance with its applicable specifications and documentation.

The Client acknowledges and agrees that certain components of the Software Product may be provided, hosted, operated or supported by third-party providers acting on behalf of Portage.

Portage reserves the right to use subcontractors, affiliates and third-party service providers in connection with the provision, maintenance, support and operation of CitizenOne.

5.11. **Scope of Services**

Subject to the applicable Order Form, Statement of Work and Service Level Agreement, Portage may provide some or all of the following services:

- configuration of services provided by the Hosting Provider;
- deployment of the Software Product within Hosting Provider environments;
- implementation, onboarding, training, consulting and other professional services;
- maintenance, support and operational services related to the Software Product;
- updates, enhancements and improvements to the Software Product.

The scope of services provided to the Client shall be limited to those expressly identified in the applicable Order Form, Statement of Work or other written agreement executed between the Parties.

5.12. **Relationship of the Parties**

Portage provides CitizenOne solely as a technology platform.

Portage is not a party to any transaction, communication, application, service request, eligibility determination, authorization decision, benefit determination, permit issuance, licence issuance or other interaction between the Client and any End User or third party.

The Client remains solely responsible for all decisions, actions, services, programs, resources and communications made available to End Users through CitizenOne.

Except as expressly required by applicable law, nothing in CitizenOne shall be interpreted as creating a direct contractual relationship between Portage and any End User.

5.13. **Intellectual Property**

Portage, its affiliates and its licensors retain all rights, title and interest in and to CitizenOne, including all software, technology, documentation, configurations, workflows, interfaces, trademarks, copyrights, trade secrets and other intellectual property rights associated therewith.

Except for the limited rights expressly granted herein, no ownership rights are transferred to the Client or any End User.

Any suggestions, ideas, enhancement requests, recommendations or feedback provided by the Client or an End User regarding CitizenOne may be used by Portage without restriction and without any obligation to compensate the submitting party.

The Client shall not remove, alter or obscure any proprietary notices, copyright notices, trademarks or other intellectual property notices appearing in CitizenOne.

Subject to these Special Conditions and the payment of all applicable fees, Portage grants the Client a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to access and use CitizenOne solely for its internal business purposes during the applicable subscription term.

6. WARRANTIES AND DISCLAIMERS

6.1. Except as expressly stated in these Special Conditions or in an applicable Order Form, CitizenOne is provided on an "as available" basis.

6.2. Portage does not warrant that the Software Product will be uninterrupted, error-free, secure, compatible with all systems, or free from vulnerabilities, defects or delays.

6.3. Portage does not warrant that CitizenOne will satisfy all of the Client's legal, regulatory, operational, technical or business requirements.

6.4. The Client acknowledges that the Software Product is a technology platform intended to support identity management, authentication, authorization and access management activities and that the Client remains solely responsible for determining the suitability of the Software Product for its intended purposes.

6.5. To the maximum extent permitted by applicable law, Portage disclaims all warranties, representations and conditions, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and uninterrupted availability.

7. FEES, INVOICING AND PAYMENT

7.1. **Fees**

The Client shall pay all fees, charges and other amounts specified in the applicable Order Form, Pricing Schedule, Statement of Work or other written agreement.

7.2. **Taxes**

All fees are exclusive of applicable taxes. The Client shall be responsible for the payment of all applicable sales, use, value-added, withholding or similar taxes, excluding taxes based on Portage's net income.

7.3. **Invoicing**

Unless otherwise agreed in writing, invoices are due and payable within thirty (30) days of the invoice date.

7.4. **Late Payments**

If Portage does not receive payment when due, the Client undertakes to pay all outstanding amounts upon demand.

Any late payment shall bear interest at a rate of two percent (2%) per month, compounded monthly (26.8% per annum), or the maximum rate permitted by applicable law, whichever is lower.

7.5. **Collection Costs**

The Client agrees to reimburse Portage for all reasonable costs and expenses incurred by Portage in collecting overdue amounts, including administrative costs, collection agency fees, legal fees and court costs.

7.6. **Suspension for Non-Payment**

Without limiting any other rights or remedies available to Portage, Portage may suspend access to all or part of CitizenOne where any undisputed invoice remains unpaid for more than thirty (30) days following written notice to the Client.

7.7. **No Set-Off**

Amounts due to Portage may not be withheld, reduced, offset or set off by the Client for any reason whatsoever without Portage's prior written consent.

8. TERM AND TERMINATION

8.1. **Term**

These Special Conditions shall remain in effect for as long as the Client accesses, subscribes to or uses CitizenOne, unless terminated in accordance with this Section or as otherwise provided in an applicable Order Form, Statement of Work or other written agreement between the Parties.

8.2. **Termination by the Client**

The Client may terminate its subscription to CitizenOne in accordance with the terms of the applicable Order Form, Statement of Work or other written agreement governing the subscription. Unless otherwise expressly agreed in writing, termination shall not relieve the Client of its obligation to pay any fees, charges or other amounts accrued prior to the effective date of termination.

8.3. **Termination by Portage**

Portage may terminate or suspend access to CitizenOne immediately upon written notice if:

a) the Client materially breaches these Special Conditions and fails to cure such breach within thirty (30) days following written notice;
b) the Client fails to pay any undisputed amount due to Portage within thirty (30) days following written notice of non-payment;
c) the Client uses CitizenOne in a manner that creates a material security risk, violates applicable laws or regulations, or compromises the integrity, security or availability of the Software Product;
d) Portage is required to do so by applicable law, court order or governmental authority.

8.4. **Effect of Termination**

Upon termination or expiration:

a) all rights granted to the Client under these Special Conditions shall immediately cease;
b) the Client and its End Users shall cease all access to and use of CitizenOne;
c) Portage may disable access credentials and administrative access associated with the Client's subscription;
d) the Client shall remain responsible for all fees, charges and obligations accrued prior to the effective date of termination.

8.5. **Retrieval and Deletion of Client Data**

Unless otherwise specified in an applicable Order Form or required by applicable law, the Client shall have thirty (30) days following termination to request retrieval of its Client Data.

Following the expiration of such period, Portage may permanently delete Client Data without further notice.

8.6. **Survival**

The provisions relating to intellectual property, confidentiality, fees and payment obligations, limitations of liability, disclaimers, audit logs, dispute resolution, governing law and any other provisions which by their nature are intended to survive termination shall survive the termination or expiration of these Special Conditions.

9. LIMITATION OF LIABILITY

9.1. To the maximum extent permitted by applicable law, Portage shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, including loss of profits, loss of revenue, loss of business opportunities, loss of goodwill, loss of anticipated savings, loss of data or business interruption.

9.2. Portage shall not be liable for damages arising from:

- Client Data;
- End User conduct;
- third-party products or services;
- Client systems, devices, networks or integrations;
- unauthorized access resulting from compromised credentials;
- cyberattacks, malware, ransomware, phishing attacks, social engineering attacks or other malicious activities not directly caused by Portage's gross negligence or willful misconduct;
- decisions made by the Client based upon information, alerts, indicators, recommendations or outputs generated by CitizenOne.

9.3. To the maximum extent permitted by applicable law, Portage's aggregate liability arising out of or relating to CitizenOne shall not exceed the greater of: (a) the fees paid by the Client for the Software Product during the twelve (12) months immediately preceding the event giving rise to the claim; or (b) CAD $100,000. This limitation applies regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise.

10. CONFIDENTIALITY

Each Party shall protect the Confidential Information of the other Party using at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

For the purposes of these Special Conditions, "Confidential Information" means any non-public information disclosed by one Party to the other Party, whether in oral, written, electronic or other form, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure, including business, technical, commercial, financial, security, product, software, customer and operational information. Confidential Information shall not include information that:

a) is publicly available without breach of these Special Conditions;
b) was lawfully known by the receiving Party before disclosure;
c) is independently developed without use of the disclosing Party's Confidential Information; or
d) is lawfully obtained from a third party without confidentiality restrictions.

The receiving Party may disclose Confidential Information where required by applicable law, court order or governmental authority.

11. DISPUTE RESOLUTION

THE PARTIES AGREE THAT ANY DISPUTE SHALL BE BROUGHT SOLELY IN AN INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS, COLLECTIVE OR REPRESENTATIVE ACTION.

11.1. **Negotiation in good faith**. With the exception of Intellectual Property matters, in the event of a dispute arising out of or in connection with this Agreement, the aggrieved Party shall notify the other Party (you agree to contact us at legal@portagecybertech.com before commencing any formal proceedings and to provide us with a written description of the dispute, as well as your contact information) and the members of their general management shall first meet in good faith, by videoconference or at a place mutually agreed upon by the Parties, with a view to resolving

such dispute within fifteen (15) days from the day on which the dispute arose. If the parties are unable to resolve the dispute within fifteen (15) days, they may send the dispute for mediation by following the process described below. All negotiations under article 11.1 are confidential and must be treated as compromise and settlement negotiations for the purposes of the rules of evidence.

11.2. **Mediation**. If the conflict is not resolved through good faith negotiations between the parties within fifteen (15) days, it will then be submitted to mediation under the supervision of the Canadian Commercial Arbitration Centre and in accordance with its Conciliation and Mediation Rules in effect at the time of such mediation, to which the parties must abide. Either party to the dispute may notify the other party that it wishes to resolve a particular dispute through mediation. The mediator shall be appointed by mutual agreement between the parties or, if the parties are unable to reach an agreement within five (5) days after receipt of the notice of intent to mediate, the Canadian Commercial Arbitration Centre shall appoint a mediator. Mediation takes place in Montreal. The language of the mediation shall be that of the contract in dispute. The Parties shall equally share the costs of the mediator. Any mediation settlement by the Parties must be documented in writing. If such mediation rules amend the terms hereof, the amendment shall be in writing, signed by the parties and attached to the Terms and Conditions. If the dispute is not resolved within thirty (30) days after the notice of intent to mediate, either party may terminate mediation and proceed with arbitration as set out below. All negotiations under article 11.2 are confidential and must be treated as compromise and settlement negotiations for the purposes of the rules of evidence.

11.3. **Arbitration**. Subject to the provisions regarding negotiation and mediation set out above, any dispute which arises in the course of or following the performance of the present contract will be definitively settled under the auspices of the Canadian Commercial Arbitration Centre, by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time this contract is signed and to which the parties declare they have adhered. Either party may serve notice of its intent to submit a dispute for arbitration. The arbitration shall be conducted by a single arbitrator sitting in Montreal. The arbitration will take place in Montreal. The language of the arbitration shall be that of the contract in dispute. The arbitrator shall not act as an amiable compositeur. The arbitrator's decision shall be final and binding for all parties and may not be appealed. The judgement on the award rendered by the arbitrator may be entered in any court of law having jurisdiction thereof. The cost of arbitration shall be shared equally by all parties or as otherwise decided by the arbitrator. Any arbitration held pursuant to this paragraph shall be private and confidential. The issues submitted to arbitration, hearings, proceedings, and arbitral award are strictly confidential and shall be treated as such by the parties.

11.4. **Applicable law**. These Terms and Conditions, including the documents and instruments provided for or delivered hereunder, and the Schedules, shall be governed by and construed in accordance with the laws applicable in the Province of Quebec and the Canadian federal laws applicable in that province, without giving effect to any conflict of laws. Subject to articles 11.1, 11.2, and 11.3, the Parties irrevocably and unconditionally subscribe to the exclusive jurisdiction of the courts of the Province of Quebec sitting in the district of Montreal and to the competent courts to hear appeals from them.

11.5. **Authorized injunction measure**. For the sake of clarity, regardless of the parties' decision to resolve all disputes through arbitration, each party may take coercive measures, initiate validity assessment procedures or file a claim for the theft, misuse, or unauthorized use of intellectual property in a competent provincial court or Canadian Intellectual Property Office (CIPO) to protect

its intellectual property rights (the term “intellectual property rights” includes patents, copyrights, moral rights, trademarks, and trade secrets, but does not include rights to privacy or the protection of personality rights).

12. GENERAL PROVISIONS

12.1. **Force Majeure**

Neither Party shall be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including natural disasters, cyberattacks, internet failures, telecommunications failures, utility interruptions, labour disputes, governmental actions or failures of third-party service providers.

12.2. **Assignment**

The Client may not assign or transfer these Special Conditions without Portage's prior written consent.

Portage may assign these Special Conditions to an affiliate or in connection with a merger, acquisition, corporate reorganization or sale of substantially all of its assets.

12.3. **Waiver**

Failure by Portage to enforce any provision shall not constitute a waiver of that provision.

No failure or delay by Portage in exercising any right shall constitute a waiver.

12.4. **Severability**

If any provision of these Special Conditions is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.5. **Survival**

Any provisions intended by their nature to survive termination shall survive termination or expiration of these Special Conditions.

12.6. **Governing Law**

These Special Conditions shall be governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein, excluding conflict of law rules.

12.7. **Entire Agreement**

These Special Conditions, together with any applicable Order Form, Service Level Agreement and Statement of Work, constitute the entire agreement between the Parties regarding CitizenOne.

12.8. **Amendments**

Portage reserves the right to modify these Special Conditions from time to time.

The current version of these Special Conditions shall be made available on Portage's website.

Unless otherwise required by applicable law or expressly stated by Portage, amendments shall become effective upon publication.

The Client's continued access to or use of CitizenOne following the effective date of any amendment constitutes acceptance of the amended Special Conditions.

Entry into force: September 23, 2026