C A N A D A
Province de Québec
District de : Québec
N° de division : 01 - Montréal
N° de cour : 500-11-065571-255
N° de dossier : 41-3214502

C O U R S U P É R I E U R E
(Chambre commercial)
Loi sur la faillite et l'insolvabilité

FORMULAIRE 40
Rapport du syndic sur la proposition
(paragraphe 59(1) et paragraphe 58(d) de la Loi)

Dans l'affaire de la proposition de
Solutions Globale Mobi724 Inc.
de la ville de Montréal,
dans la province de Québec

Nous, Richter Inc., le syndic agissant relativement à la proposition de Solutions Globale Mobi724 Inc. (le « **Débiteur** » ou la « **Société** »), faisons rapport au Tribunal de ce qui suit :

1. Que le 22 avril 2025, la Société s'est placée sous la protection de la *Loi sur la faillite et l'insolvabilité* en déposant auprès de Richter Inc, un avis d'intention de faire une proposition.

2. Que Richter Inc., agissant à titre de syndic à la proposition, a mis en œuvre un processus formel de sollicitation de vente et d'investissement, tel qu'il est décrit plus amplement dans le Quatrième rapport du syndic à la proposition daté du 18 juillet 2025, annexé aux présentes comme **Pièce « A »**. À l'issue de ce processus, 9538-5613 Québec Inc. (« **9538** »), une société liée au Débiteur, a été retenue à titre d'adjudicataire et la transaction a par la suite été approuvée par le Tribunal, tel qu'il appert de l'ordonnance annexée aux présentes comme **Pièce « B »**.

3. Que les documents de transaction nécessaires à la réalisation de la vente ont été placés en fidéicommis (la « **Vente détenue en fidéicommis** ») dans l'attente du paiement des honoraires professionnels engagés après le dépôt de l'avis d'intention. À ce jour, ces honoraires n'ont toujours pas été acquittés et, par conséquent, les documents relatifs à la vente demeurent en fidéicommis.

4. Qu'une proposition a été déposée auprès de nous le 22 octobre 2025, puis modifiée le 23 octobre 2025 (la « **Proposition** »), dont une copie est jointe aux présentes comme **Pièce « C »**, et que nous avons déposé une copie de la Proposition auprès du séquestre officiel le 23 octobre 2025.

5. Que les principales modalités de la Proposition sont résumées ci-dessous :

   (a) Le paiement des réclamations de la Couronne selon un montant convenu;

   (b) Le paiement intégral des réclamations des employés;

   (c) Le règlement intégral des réclamations ordinaires au moyen du versement d'un dividende de 320 000 $, comme suit :

   - 160 000 $ le 1er juillet 2026 (le « **Paiement de juillet** »);
   - 160 000 $ le 1er février 2027.

6. Que le 31 octobre 2025, nous avons donné avis au Débiteur, au Bureau de division et à chaque créancier connu visé par la Proposition, dont les noms et adresses figurent à la **Pièce « D »** ci-annexée, de la convocation d'une assemblée des créanciers devant avoir lieu le 11 novembre 2025 aux fins de délibérer sur la Proposition.

7. Que l'avis était accompagné d'un état succinct des avoirs et des obligations du Débiteur, d'une liste énumérant les créanciers visés par la Proposition indiquant le montant de leurs réclamations, d'une copie de la Proposition, de formulaires de preuve de réclamation et de procuration ainsi que d'un formulaire de

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votation. Des copies de l'avis, de l'état succinct et de la liste des créanciers sont annexées et désignées respectivement **Pièces « E1 »**, **« E2 »** et **« E3 »**.

8. Qu'avant l'assemblée des créanciers, nous avons fait une enquête minutieuse et détaillée sur les obligations du Débiteur, ses avoirs et leur valeur, la conduite du Débiteur et les causes de son insolvabilité.

9. Que l'assemblée des créanciers a eu lieu le 11 novembre 2025 (la « **Première assemblée** ») et a été présidée par M. Andrew Adessky, syndic autorisé en insolvabilité du cabinet Richter Inc. (le « **Président** »).

10. Que la Première assemblée a été ajournée à la demande de l'Agence du revenu du Canada, qui négociait un règlement avec le Débiteur relativement à ses réclamations de la Couronne. De plus, certains créanciers garantis avaient besoin de temps supplémentaire pour examiner la Proposition. Aucun créancier présent ne s'est opposé à l'ajournement.

11. Qu'une copie du procès-verbal de la Première assemblée est jointe aux présentes comme **Pièce « F »**.

12. Que le 25 novembre 2025, nous avons avisé le Débiteur, le bureau de division et chacun des créanciers connus touchés par la Proposition que l'assemblée des créanciers avait été ajournée et qu'une nouvelle assemblée des créanciers se tiendrait le 11 décembre 2025 (la « **Deuxième assemblée** »).

13. Que la Deuxième assemblée a eu lieu le 11 décembre 2025 et a été présidée par le Président.

14. Que la Deuxième assemblée a été ajournée sur la recommandation du Président afin d'accorder au Débiteur un délai supplémentaire pour finaliser ses négociations avec Revenu Québec et l'Agence du revenu du Canada (les « **Autorités fiscales** ») quant au montant de leurs réclamations. Aucun créancier présent ne s'est opposé à l'ajournement.

15. Qu'une copie du procès-verbal de la Deuxième assemblée est jointe aux présentes comme **Pièce « G »**.

16. Que le 16 février 2026, nous avons avisé le Débiteur, le bureau de division et chacun des créanciers connus touchés par la Proposition que la Deuxième assemblée des créanciers avait été ajournée et qu'une nouvelle assemblée des créanciers se tiendrait le 26 février 2026 (la « **Troisième assemblée** »).

17. Que la Troisième assemblée a eu lieu le 26 février 2026 sous la présidence du Président. Elle avait pour objet l'examen d'une proposition remodifiée datée du 25 février 2026 (la « **Proposition remodifiée** »). Les principales questions qui y ont été abordées sont résumées ci-dessous :

    (a) Le Président a informé les créanciers qu'une Proposition remodifiée avait été déposée afin de prévoir le remboursement intégral des réclamations de la Couronne et a confirmé que les Autorités fiscales appuyaient la Proposition remodifiée.

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(b) La Proposition remodifiée a été acceptée par la majorité requise des créanciers. Les résultats du vote sont les suivants :

Résultats du vote	Nombre de créanciers	%	Valeur des réclamations ($)	%
En faveur	11	84,62	6 920 702,52 $	95,86
Contre	2	15,38	298 660,23 $	4,14
Total	**13**	**100,00**	**7 219 362,75 $**	**100,00**

(c) Le Président a informé les créanciers que nous demanderions au Tribunal d'approuver la Proposition remodifiée. Toutefois, comme il est indiqué plus en détail au procès-verbal, avant l'approbation de la Proposition remodifiée par le Tribunal, le Débiteur devait :

- Fournir aux Autorités fiscales une preuve du paiement des retenues à la source postérieures au dépôt qui demeurent impayées; et
- Payer tous les honoraires professionnels postérieurs au dépôt qui demeurent impayés.

18. Que deux inspecteurs (les « **Inspecteurs** »), également représentants des Autorités fiscales, ont été nommés afin de surveiller le processus de proposition et le respect par le Débiteur des modalités de la Proposition.

19. Qu'une copie du procès-verbal de la Troisième assemblée est jointe aux présentes comme **Pièce « H »**.

20. Que nous sommes demeurés en communication régulière avec le Débiteur afin de suivre ses démarches visant à obtenir du financement supplémentaire pour payer les retenues à la source postérieures au dépôt dues aux Autorités fiscales, ainsi que les honoraires professionnels postérieurs au dépôt qui demeuraient impayés.

21. Qu'en plus de fournir des mises à jour par courriel, nous avons tenu une réunion des Inspecteurs le 13 avril 2026. Lors de cette réunion, nous avons informé les Inspecteurs de nos récentes discussions avec le Débiteur, et il a été convenu qu'un autre appel aurait lieu en mai 2026 afin de discuter des prochaines étapes.

22. Qu'une réunion des Inspecteurs a eu lieu le 25 mai 2026 afin de discuter des derniers développements et des engagements du Débiteur concernant l'obtention de financement supplémentaire. À la suite de la réunion de mai, les Inspecteurs ont accepté d'accorder au Débiteur jusqu'au 30 juin 2026 pour obtenir ce financement.

23. Que le 30 juin 2026, le Débiteur a fourni une mise à jour détaillée de ses démarches de financement. Puisqu'il avait besoin de temps supplémentaire pour obtenir le financement, le Débiteur a demandé une prolongation jusqu'au 15 août 2026.

24. Qu'une réunion des Inspecteurs a été convoquée le 8 juillet 2026 afin d'examiner la demande du Débiteur et de discuter de la marche à suivre. Après discussion, les Inspecteurs ont déterminé qu'aucune autre

prolongation ne devait être accordée et ont demandé au Syndic de prendre les mesures nécessaires pour mettre la Société en faillite en raison des défauts du Débiteur aux termes de la Proposition.

25. Que le 10 juillet 2026, nous avons informé le Débiteur que les Inspecteurs refusaient d'accorder toute autre prolongation et avaient autorisé la prise des mesures nécessaires pour mettre la Société en faillite. Au cours de cet échange, le Débiteur a renouvelé sa demande de prolongation et a décrit plusieurs conditions et engagements qu'il respecterait si un délai supplémentaire lui était accordé.

26. Que le 14 juillet 2026, nous avons transmis au Débiteur un courriel énonçant les conditions qui devaient être satisfaites avant que nous sollicitions une autre prolongation auprès des Inspecteurs. Le Débiteur n'a pas répondu à notre courriel. Par conséquent, nous avons communiqué avec le séquestre officiel afin de discuter des mesures appropriées requises pour mettre la Société en faillite.

27. Que le 24 juillet 2026, alors que nous déterminions les mesures nécessaires pour mettre la Société en faillite, le Débiteur nous a transmis un courriel auquel était jointe une feuille de modalités signée prévoyant qu'un financement de 1 million de dollars américains par Teknika AAC Solutions LLP (le « **Prêteur proposé** »), au plus tard le 18 août 2026. Cette feuille de modalités est jointe aux présentes comme **Pièce « I »**. Nous avons rapidement informé les Inspecteurs de ce développement, et ceux-ci ont accepté d'accorder une nouvelle prolongation jusqu'à cette date afin de permettre la réalisation du financement proposé. Les Inspecteurs nous ont également donné instruction de reprendre et de poursuivre nos démarches visant à mettre la Société en faillite si le financement n'était pas reçu au plus tard le 18 août 2026.

28. Que nous sommes demeurés en communication régulière avec le Débiteur concernant l'état de la Proposition et que, le 19 août 2026, le Débiteur nous a informés que les documents de financement définitifs avaient été transmis pour signature et que les fonds devaient être reçus dans les jours suivants.

29. Que le 25 août 2026, le Débiteur nous a remis un billet à ordre signé relatif au refinancement, joint aux présentes comme **Pièce « J »**. De plus, le 27 août 2026, le Prêteur proposé a confirmé par courriel (voir la **Pièce « K »**) que toute la documentation de financement avait été dûment signée et que le transfert des fonds devait être effectué dans un délai de 7 à 10 jours.

30. Que le 27 août 2026, nous avons transmis aux Inspecteurs une mise à jour décrivant l'état du refinancement proposé et les derniers développements concernant la réception prévue des fonds.

31. Que le 10 septembre 2026, le Syndic a été contacté par l'un des prêteurs du 9538 (« **DIP Lender** »), lequel l'a informé que le DIP Lender était en défaut de respecter ses obligations et que le remboursement de l'endettement alors impayé était exigé.

32. Que le 11 septembre 2026, le Prêteur proposé nous a informés de retards l'empêchant de fournir, dans le délai prévu, les fonds nécessaires à la réalisation du financement. Il a également indiqué qu'il continuerait de

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nous tenir informés de l'évolution de la situation. Une copie de cette correspondance par courriel est jointe aux présentes comme **Pièce « L »**. À ce jour, nous n'avons reçu aucune autre mise à jour.

33. Qu'à la demande du Débiteur, le Syndic a de nouveau rencontré celui-ci le 23 septembre 2026. Lors de cette rencontre, le Débiteur a demandé un dernier délai de dix jours afin de réunir les fonds suffisants pour acquitter les honoraires professionnels impayés relatifs à la Proposition remodifiée, y compris ceux engagés en raison des nombreux défauts du Débiteur.

34. Que le Syndic a informé le Débiteur qu'il préparait un rapport au Tribunal recommandant que la Proposition remodifiée ne soit pas approuvée et que la préparation de ce rapport nécessiterait environ dix jours. Le Syndic a également indiqué que, si les fonds étaient réunis avant le dépôt du rapport, il soumettrait de nouveau la question aux Inspecteurs afin d'obtenir leurs instructions.

35. Que plus de dix jours se sont écoulés depuis la rencontre précitée, qu'aucun fonds n'a été fourni par le Débiteur ou pour son compte et que celui-ci demeure en défaut aux termes de la Proposition remodifiée.

36. Que nous sommes d'avis que les termes de la Proposition remodifiée ne sont pas raisonnables et que, par conséquent, le Tribunal devrait refuser de l'approuver pour les motifs suivants :

    - Le Débiteur a omis de remettre les retenues à la source postérieures au dépôt, lesquelles, selon le Débiteur, s'élèvent à environ 257 000 $, avant l'application de toute compensation potentielle au titre de crédits d'impôt;
    - Le Débiteur a omis de payer les honoraires professionnels postérieurs au dépôt qui demeurent impayés, lesquels s'élèvent à environ 230 000 $, avant les taxes de vente;
    - Le Débiteur semble incapable de respecter les modalités de la Proposition remodifiée, notamment pour les raisons suivantes :
        - Il ne dispose pas des fonds nécessaires pour payer les réclamations de la Couronne antérieures au dépôt qui demeurent impayées (retenues à la source); et
        - Il ne dispose pas de fonds suffisants pour effectuer le Paiement de juillet conformément à la Proposition remodifiée.

37. Que les Inspecteurs, qui représentent les intérêts des créanciers, ont indiqué qu'en raison des divers défauts mentionnés aux présentes, ils n'appuyaient pas la Proposition remodifiée.

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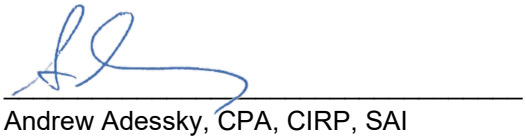
38. Qu'une copie du présent rapport a été transmise au séquestre officiel en date des présentes.

Daté dans la ville de Montréal, province de Québec, ce 15e jour d'octobre 2026.

Richter Inc. - Syndic autorisé en insolvabilité
Par :



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Pièce A

C A N A D A
Province of Quebec
District of Montréal
Division No.: 01-Montréal
Court No.: 500-11-065571-255
Estate No.: 41-3214502

S U P E R I O R C O U R T
(Commercial Division)
Bankruptcy and Insolvency Act

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF:

MOBI724 GLOBAL SOLUTIONS INC.
a duly constituted legal person having its principal place of business at 500-1275 Avenue des Canadiens-de-Montréal, Québec, H3B 0G4

Debtor / Applicant

-and-

RICHTER INC.

Proposal Trustee

FOURTH REPORT OF THE PROPOSAL TRUSTEE ON THE STATE OF THE DEBTOR'S BUSINESS AND FINANCIAL AFFAIRS AND THE PROPOSED SALE OF ASSETS

(Section 65.13 of the *Bankruptcy and Insolvency Act*)
July 18, 2025

Richter Inc. ("**Richter**" or the "**Proposal Trustee**"), in its capacity as trustee under the Notice of Intention to Make a Proposal (the "**NOI**"), pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**") filed by Mobi724 Global Solutions Inc. ("**Debtor**" or the "**Company**"), an insolvent person, does hereby report to the Court the following:

INTRODUCTION

1. On April 22, 2025, the Company sought protection under the BIA by filing a NOI with the Proposal Trustee. A copy of the Certificate of Filing issued by the Superintendent of Bankruptcy was annexed as Exhibit A of the First Report of the Proposal Trustee (the "**First Report**").

2. On April 25, 2025, the Company filed a motion entitled *Application for an Order (1) Approving Interim Financing and Interim Financing Charge, and (2) Approving an Administration Charge* (the "**Financing and Charge Motion**") and on May 1, 2025, the Financing and Charge Motion was granted by the Court.

3. On May 16, 2025, the Debtor filed a motion entitled *Debtor's First Application for Extension of Delay to File Proposal* (the "**Stay Extension Motion**") and on May 22, 2025, the Court granted the Stay Extension Motion, extending the delay to file a proposal to July 7, 2025.

4. On July 3, 2025, the Debtor filed a motion entitled *Debtor's Second Application for Extension of Delay to File Proposal* (the "**Second Stay Extension Motion**"), and on July 22, 2025, the Court granted the Second Stay Extension Motion, extending the delay to file a proposal to August 21, 2025.

5. On July 18, 2025, the Debtor filed a motion entitled *Application for the Issuance of a Sale Approval and Vesting Order* (the "**Sale Approval and Vesting Order Motion**"), seeking the Court approval of a sale transaction between the Company and 9538-5613 Quebec Inc. (the "**Purchaser**").

6. In order to monitor the affairs and finances of the Debtor, the Proposal Trustee has been provided with access to certain books, records and other important documents of the Debtor.

PURPOSE OF THIS REPORT

7. The purpose of this fourth report of the Proposal Trustee (the "**Fourth Report**") is to provide this Court with information pertaining to:

   (i) Activities of the Proposal Trustee since the issuance of its third report (the "**Third Report**"), dated July 3, 2025;

   (ii) Post-filing operations and cash flow projections;

   (iii) The sale and investment solicitation process (the "**SISP**") and the proposed transaction; and

   (iv) The Proposal Trustee's recommendation.

TERMS OF REFERENCE

8. Unless otherwise noted, all monetary amounts contained in this Fourth Report are expressed in Canadian dollars.

9. In preparing this Fourth Report, the Proposal Trustee has relied upon certain unaudited financial information prepared by the Debtor's representatives, the Debtor's books and records, and discussions with the Debtor's representatives and legal counsel (the "**Information**").

10. Except as otherwise described in this Fourth Report, the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards ("**GAAS**") pursuant to the Chartered Professional Accountant of Canada Handbook and, as such, the Proposal Trustee expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information. The Information has been provided by the management of the Company and only the Company is responsible for the accuracy of such Information.

11. Future oriented financial information relied upon in this Fourth Report is based on the Debtor's representatives' assumptions regarding future events; actual results achieved may vary from the Information presented even if the hypothetical assumptions occur and these variations may be material. Accordingly, the Proposal Trustee expresses no assurance as to whether projections will be achieved.

ACTIVITIES OF THE PROPOSAL TRUSTEE

12. Since the issuance of the Third Report, the Proposal Trustee has, *inter alia*:

    (i) Monitored the disbursements and the Company's current operations;

    (ii) Reviewed weekly variances between the actual cash flow results and the projections;

    (iii) Assisted the Company with the NOI process and planning for next steps; and

    (iv) Prepared this Fourth Report.

POST-FILING OPERATIONS AND CASH FLOW PROJECTIONS

13. The Company is a fintech corporation which has developed a sophisticated platform that conducts data analysis and transaction processing for existing networks, card issuers and payment systems. We refer to the First Report and the Financing and Charge Motion for further details.

14. Subsequent to the filing of the NOI, the Company has continued its operations in the ordinary course.

15. We refer to **Exhibit "A"** which reflects the reported results of the Debtor's cash versus the projections, for the period June 21, 2025 to July 11, 2025 (the "**Period**"). Overall, the net cash flow for the Period is slightly better than projected, due mainly to favorable timing differences.

SALE AND INVESTMENT SOLICIATION PROCESS ("SISP") AND THE PROPOSED TRANSACTION

16. As noted in the First Report, the primary objective of the restructuring was to provide time to focus on a sale of the Company on a going concern basis through the implementation of a SISP. The Company engaged the Proposal Trustee to initiate the SISP.

17. On May 14, 2025, the Proposal Trustee implemented a formal SISP. The results of the SISP are detailed in the Third Report. The table below is a summary of the SISP milestones and results, as well as certain terms included in the Asset Purchase Agreement ("**APA**") (included as Exhibit R-6 of the Sale Approval and Vesting Order Motion).

Milestone / Date	Outcome / Comments
1. Teaser Document On May 14, 2025, approximately 90 entities, both strategic and private equity companies, were sent a Teaser Document.	Three interested parties executed an NDA and were granted access to a virtual data room ("**VDR**"), which included relevant information to assess the business opportunity.
2. Bid Deadline Bid Deadline to submit offers was originally set for June 4, 2025.	N/A
3. Stalking Horse Bid On May 30, 2025, 9538-5613 Québec Inc., a related party, the interim financing lender ("**Interim Lender**") and a corporation controlled by Marcel Vienneau, the CEO of the Company, submitted a stalking horse bid to purchase the assets and assume various liabilities of the Company.	The stalking horse bid as well as the bidding procedures reflected in the SISP rules were included in the VDR.
4. Extension of the Bid Deadline The bid deadline was extended to June 9, 2025, to permit the interested parties additional time to assess the stalking horse bid.	N/A
5. Due Diligence Period One of the interested parties conducted an extensive due diligence and submitted numerous requests for additional information, including interviews with certain employees.	With the assistance of the Company, the Trustee responded to the majority of the requests as promptly as possible. The interested party requested an extension to submit its bid. The Trustee permitted this request and extended the bid deadline to June 18, 2025.
6. Final Bid Deadline Extension Deadline to submit offers was extended to June 18, 2025.	No offers were received.
7. Sale Approval and Vesting Order Motion Motion filed in Court on July 18, 2025.	To be heard in Court on July 23, 2025.
8. Closing Two (2) business days after both the conditions benefiting the Purchaser and those benefiting the Vendor have been satisfied.	When the conditions of closing have been satisfied and / or waived by the Vendor and the Purchaser, the Trustee shall issue its Trustee's Certificate to the Vendor and the Purchaser at which time the closing will be deemed to have occurred.

18. As detailed in the Third Report, the stalking horse bid provides for the purchase of the Company's assets on a free and clear basis with the intention of the Purchaser to carry on and continue the business as a going concern (the "**Proposed Transaction**"). Subject to the precise terms of the APA, certain key elements of the Proposed Transaction are as follows:

    (i) The Purchaser is purchasing the tangible and intangible assets of the Company, including but not limited to the following ("**Purchased Assets**"):

    - All claims and accounts receivable;
    - The corporate name of Mobi724 and all other intellectual property;
    - The shares of the Company's subsidiary Mobi724 Smart Transactions Inc.; and
    - All the right, title and interest of the Company's customer contracts.

    (ii) The Purchaser has excluded certain assets from the transaction as more fully set out in the Sale Approval and Vesting Order Motion.

    (iii) The Purchaser would assume the employment of all current and active employees of the Company, and assume all wage and vacation arrears.

    (iv) The sale of the Purchased Assets is subject to court approval, including the issuance of a vesting order as well as the approval of the secured lenders, BDC Capital Inc ("**BDC**") and Investissement Québec ("**IQ**"), who hold security over the Purchased Assets.

Purchase Price

19. As indicated in the stalking horse bid, the estimated purchase price for the assets is $1,626,938 to be paid through the assumption of certain liabilities, summarized below:

    - Interim financing: $905,707
    - Critical supplier: $374,324
    - Revenu Québec & Revenue Canada super priority: $346,907

20. With respect to the assumption of the liabilities we understand the following:

    (i) The amount owing to the Interim Lender will be reimbursed in full and paid out as part of the Proposed Transaction.

    (ii) The Purchaser will be assuming the debt of the critical supplier, Sherweb Inc., the host of the trading platform used by the Debtor.

    (iii) BDC has agreed to file an out-of-court settlement in connection with BDC's proceedings against the Debtor and to provide a full release and discharge of its security upon receipt of a $150,000 payment, to be made no later than 90 days after the Court grants the Sale Approval and Vesting Order Motion.

(iv) IQ has agreed to provide a full release and discharge of its security upon receipt of a $50,000 payment to be made no later than 90 days after the Court grants the Sale Approval and Vesting Order Motion.

(v) The Purchaser is in discussions with Revenu Québec and Revenue Canada regarding the super priority claim.

RECOMMENDATION

21. The Proposal Trustee is of the opinion that the Transaction meets the criteria set out in Section 65.13(4) of the BIA, as further detailed below:

65.13 (4) & 65.13 (5)	**Comments**
1. Whether the process leading to the proposed sale or disposition was reasonable in the circumstances.	The SISP was a fair, transparent and competitive process and measures were undertaken by the Trustee to ensure that all interested parties had an equal opportunity in submitting a bid. Accordingly, the SISP was reasonable in the circumstances.
2. Whether the trustee approved the process leading to the proposed sale or disposition.	The Trustee implemented and conducted the SISP.
3. Whether the trustee filed with the court a report stating that, in their opinion, the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy.	The Trustee is of the opinion that the Proposed Transaction would be more beneficial to the creditors than a sale or disposition under a bankruptcy, which would in all likelihood result in no recovery for the creditors.
4. The extent to which the creditors were consulted.	The Debtor's secured creditors, BDC and IQ, were consulted in connection with the SISP and the Proposed Transaction and have provided their consent to the transaction, conditional upon the fulfillment of the agreed settlement terms related to the outstanding debt.
5. The effects of the proposed sale or disposition on the creditors and other interested parties.	The Proposed Transaction includes the assumption of certain liabilities and will allow the business to continue as a going concern, thereby conserving jobs, maintain key trade relationships and ensure ongoing service to existing customers.
6. Whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.	The consideration to be received for the Purchased Assets / business is reasonable and fair, taking into account its market value and that no other offers were received.
7. Good faith efforts were made to sell or otherwise dispose of the assets to persons who are not related to the insolvent person.	The Trustee identified and sent a Teaser to approximately 90 entities in an effort to sell the assets. Good faith efforts were made through the SISP to sell or otherwise dispose of the assets to persons who are not related to the Debtor.

65.13 (4) & 65.13 (5)	Comments
8. The consideration to be received is superior to the consideration that would be received under any other offer made in accordance with the process leading to the proposed sale or disposition.	As no other offers were received, the consideration provided through the assumption of liabilities constitutes the superior offer under the SISP.

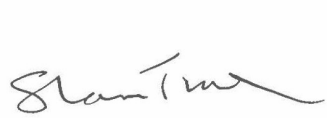
22. In light of the foregoing, the Trustee is of the view that the Proposed Transaction represents a preferable outcome compared to the likely alternative of a bankruptcy and liquidation. Accordingly, the Trustee respectfully recommends the Court grant the Approval and Vesting Order Motion.

Respectfully submitted at Montreal, this 18th day of July 2025.

Richter Inc.
Licensed Insolvency Trustee



Andrew Adessky CPA, CIRP, LIT



Shawn Travitsky CPA, CIRP, LIT

EXHIBIT "A"

Mobi 724 Global Solutions Inc. Weekly Cash Flow Monitoring Period from June 21 to July 11, 2025 Days in the Period ($000's)	Period Ended 11-Jul-25 *21 days* ***Rptd***	***Fcst***	Variance Rptd vs. Fcst *21 days* ***$***	***%***	Notes
Receipts					
Customers	15	14	0	3%	
Refunds	41	43	(1)	(3%)	
	56	**57**	**(1)**	**(2%)**	
Disbursements					
Payroll	(43)	(50)	7	(13%)	
Consultants/contracted services	(42)	(47)	5	(11%)	
IT Services / Prepayments	-	(12)	12	(100%)	
Operations	(11)	(12)	1	(10%)	
Restructuring costs	(23)	(85)	62	(73%)	
	(119)	**(205)**	**87**	**(42%)**	
Net Cash Flow	**(63)**	**(149)**	**86**	**(58%)**	
Opening Bank Balance	**82**	**82**	-	0%	
Net Cash Flow	(63)	(149)	86	(58%)	
Loss on FX Conversion	(3)	-	(3)	N/A	
Interim Financing (DIP Loan)	**-**	211	(211)	(100%)	**(1)**
Ending Bank Balance	**17**	**145**	**(128)**	**(88%)**	
DIP Loan Balance	**657**	**868**	**(211)**	**(24%)**	

Notes:

(1) On May 1, 2025, the Court approved interim financing of $868,000. According to the Company, the final tranche of $211,000 is expected to be received on or about July 21, 2025.

Pièce B

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No. 500-11-065571-255

DATE: July 23, 2025

PRESIDING : Me VINCENT-MICHEL AUBÉ, Registrar (JA0858)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF :

MOBI724 GLOBAL SOLUTIONS INC.

Debtor

-and-

9538-5613 QUÉBEC INC.

Mise-en-Cause

-and-

Richter inc.

Trustee

The Service List

Impleaded Parties

APPROVAL AND VESTING ORDER /020

---

[1] **ON READING** the Mobi724 Global Solutions Inc.'s (the "**Debtor**") Application *for the Issuance of an Approval and Vesting Order* (the "**Application**"), the affidavit and the exhibits in support thereof, as well as the report of Richter Inc. acting as trustee to the Debtor's Notice of intention to make a proposal (the "**Trustee**") dated July 18, 2025, (the "**Report**");

[2] **SEEING** the service of the Application and the fact that there's no opposition of it;

[3] **SEEING** the Interim Financing Order granted on May 1, 2025, approving the Interim Financing Charge and the Administrative Charge, a copy of which was filed as Exhibit R-2 in support of the Application;

[4] **SEEING** the submissions of the attorneys for the Debtor and the Trusee;

[5] **SEEING** that it is appropriate to issue an order approving the transaction (the "**Transaction**") contemplated by the stalking horse bid and the Asset Purchase Agreement by and between the Debtor (the **"Vendor"**), as vendor, and 9538-5613 (the "**Purchaser**"), as purchaser, copy of which are filed as Exhibits R-4 and R-6 in support of the Application, and vesting in the Purchaser the assets described in the Application (the "**Purchased Assets**") and listed in **Schedule "A"**.

WHEREFORE THE COURT:

[6] **GRANTS** the Application;

SERVICE

[7] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

[8] **PERMITS** service of this Order at any time and place and by any means whatsoever.

SALE APPROVAL

[9] **ORDERS** and **DECLARES** that the Transaction is hereby approved, and the execution of a purchase agreement filed as Exhibit R-6 in support of the Application by the Vendor to implement same is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to but only with the consent of the Trustee.

EXECUTION OF DOCUMENTATION

[10] **AUTHORIZES** the Vendor and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking to implement the Transaction.

AUTHORIZATION

[11] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Vendor to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

[12] **ORDERS** and **DECLARES** that upon the issuance of a Trustee's certificate substantially in the form appended as **Schedule "B"** hereto (the "**Certificate**"), all

rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, charges, hypothecs, deemed trusts, judgments, writs of seizure or execution, notices of sale, contractual rights relating to the Property, encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all Encumbrances created by order of this Court and all charges, or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* in movable / immovable property and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, be cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.

[13] **DECLARES** that upon issuance of the Certificate, the Transaction shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the *Civil Code of Quebec*.

[14] **ORDERS and DIRECTS** the Vendor or the Trustee to file with the Court a copy of the Certificate, forthwith after issuance thereof.

NET PROCEEDS

[15] **ORDERS** that the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall be paid in accordance with the stalking horse bid (R-4) and subject to agreements with BDC Capital inc., Investissement-Québec, Canada Revenue Agency, Revenu Québec and Sherweb Inc.

PROTECTION OF PERSONAL INFORMATION

[16] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or any similar provision of any applicable provincial legislation, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor;

VALIDITY OF THE TRANSACTION

[17] **ORDERS** that notwithstanding:

(i) the pendency of these proceedings;

(ii) any petition for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**") and any order issued pursuant to any such petition; or

(iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets contemplated in this Order, the Transaction, as well as the execution of the purchase agreement to implement the stalking horse bid (R-4) pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Vendor, the Purchaser or the Trustee.

LIMITATION OF LIABILITY

[18] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Trustee to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Trustee shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the BIA;

[19] **DECLARES** that no action lies against the Trustee by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Trustee or belonging to the same group as the Trustee shall benefit from the protection arising under the present paragraph;

GENERAL

[20] **ORDERS** that the Purchaser, the Vendor or the Trustee shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances, if deemed necessary.

[21] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;

[22] **RESERVES** the right of the Purchaser to present a further application to this Court to obtain, if deemed necessary, an Order in French from this Court ordering the cancellation of security registrations at the Quebec Personal and Moveable Real Rights Registry;

[23] **DECLARES** that the Purchaser shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Purchaser shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Purchaser as may be deemed necessary or appropriate for that purpose;

[24] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;

[25] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

[26] **THE WHOLE WITHOUT COSTS.**

Me VINCENT-MICHEL AUBÉ
REGISTRAR B.I.A.

JA0858

Included in the present order : Schedule A (+2 pages) and Schedule B (+2 pages)

Date of presentation : July 23, 2025.

Me Sylvain Rigaud
Woods LLP
Attorneys for the Debtor

Me Neil Stein
STEIN & STEIN INC.
Attorneys for the Trustee

SCHEDULE "A"

LIST OF PURCHASED AND EXCLUDED ASSETS

a) The "Purchased Assets" consists, without limitation, of all corporeal and incorporeal/tangible and intangible property of any nature or form whatsoever and in any location whatsoever, owned by any of the Debtor and/or in which the Debtor has any right, title and interest (to the full extent of such right, title and interest), with the sole exception of all of the "Excluded Assets" (as defined below), but including, without limitation, all of the following:

i) all claims whatsoever owing as at Closing, in any manner whatsoever, to the Debtor, including the accounts receivable and any other amounts owing as at Closing to the Debtor for any reason whatsoever;

ii) corporate names (including, without limitation, the name "**Mobi724**"), copyrights and all other intellectual property in its broadest sense including but not limited to the source codes, Azure subscriptions, third party software subscriptions and accounting software subscriptions owned by the Debtor or in which the Debtor has any right, title or interest (to the full extent of such right, title and interest);

iii) One hundred percent (100%) of the shares owned by the Debtor in MOBI724 Smart Transactions Inc. **("Mobi724 Smart")**, same to be free and clear of all hypothecs and charges and encumbrances.

iv) Accounts receivable/value added taxes:

a) To the extent transferable and subject to all rights of compensation of His Majesty in Right of Canada and His Majesty in Right of any Province, all CDAE claims by the Debtor pending for fiscal year 2021, 2022 and filings to be made for fiscal 2023 and 2024; and

b) To the extent transferable and subject to all rights of compensation of His Majesty in Right of Canada and His Majesty in Right of any Province, all value added taxes refunds pending from the Quebec and Canadian governments that from fiscal years 2022, 2023 and 2024.

v) All goodwill and all other incorporeal/intangible property associated with or necessary for the operation of the current businesses of the Debtor (collectively, the "**Business**") including software, relating to the Business;

vi) All of the right, title and interest (to the full extent of such right, title and interest) in and to each of the agreements, contracts or other documents or arrangements of the Debtor;

all of which constitute substantially all of the property that may be considered necessary to carry on the former Business and activities of the Debtor.

b) The Purchased Assets expressly excludes the following (the "**Excluded Assets**"), namely:

i) Rights to any litigation claims of the Debtor, actual, eventual, inchoate or potential, if any;

ii) All obligations under contracts and obligations of the Debtor under any contracts or agreements (of any nature whatsoever) not assumed or purchased herein;

iii) Any financial or legal liability in the Debtor's subsidiaries Mobi724 SRL, First Equity LLC and Mobi724 Smart Transactions Mexico S.A. de CV, neither of whose shares shall form part of the Purchased Assets.

SCHEDULE "B"

DRAFT CERTIFICATE OF THE TRUSTEE

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

File: No: 500-11-065571-255

SUPERIOR COURT
Commercial Division

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF :

MOBI724 GLOBAL SOLUTIONS INC.

Debtor

-and-

•

9358-5613 QUÉBEC INC.

Mis-en-Cause

-and-

Richter inc.

Trustee

The Service List

Impleaded Parties

CERTIFICATE OF THE TRUSTEE

RECITALS:

WHEREAS on April 22, 2025 Mobi724 Global Solutions Inc. (the "**Debtor**", also the "**Vendor**") filed a notice of intention to make a proposal pursuant to the *Bankruptcy and Insolvency Act* and Richter Inc. was named trustee to the notice of intention of the Debtor (the **"Trustee");**

WHEREAS on ----------, 2025, the Court issued an Order (the "**Approval and Vesting Order**") thereby, *inter alia*, authorizing and approving the execution by the Debtor of an agreement by and between it as vendor and 9538-5613 Quebec Inc. as purchaser (the "**Purchaser**") to implement the stalking horse bid, copy of which was filed in the Court record,

and into all the transactions contemplated therein (the "**Transaction**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Trustee.

WHEREAS the Approval and Vesting Order contemplates the issuance of this Certificate of the Trustee once the (a) the Purchase Agreement has been executed and delivered; and (b) the Purchase Price (as defined in the Purchase Agreement) has been paid by the Purchaser; and (c) and all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

THE TRUSTEE HAS BEEN ADVISED BY THE VENDOR AND THE PURCHASER AS TO] THE FOLLOWING:

(a) the Purchase Agreement has been executed and delivered;

(b) the Purchase Price (as defined in the Purchase Agreement) payable upon the closing of the Transaction and all applicable taxes have been paid; and

(c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

This Certificate was issued by the Trustee at ____ **[TIME]** on _____ 2025.

Richter Inc. in its capacity as trustee to the Notice of intention of the Debtor, and not in its personal capacity.

Name: _____

Title: _____

*****

Pièce C

C A N A D A
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
NO. DIVISION 01- MONTRÉAL
NO. COUR 500-11-065571-255
NO. DOSSIER 41-3214502

C O U R S U P É R I E U R E
« DIVISION COMMERCIALE »

DANS L'AFFAIRE DE LA PROPOSITION DE :
SOLUTIONS GLOBALE MOBI724 INC.

« Débitrice »

PROPOSITION AMENDÉE

Nous, **SOLUTIONS GLOBALE MOBI724 INC.**, la débitrice susmentionnée (la « **Société** »), soumettons la présente proposition (la « **Proposition** ») en vertu de la *Loi sur la faillite et l'insolvabilité* (la « **Loi** ») :

Aux fins des présentes :

« **APPROBATION** » signifie :

(a) l'acceptation de la Proposition par tous les Créanciers ayant droit de voter à cet égard conformément aux dispositions pertinentes de la Loi ; et

(b) l'approbation de la Proposition par jugement définitif sans appel du Tribunal ;

« **ARC** » signifie l'Agence du revenu du Canada ;

« **AVIS D'INTENTION** » désigne l'avis d'intention déposé par la Société dans le dossier judiciaire actuel le 22 avril 2025 ;

« **COMITÉ** » a la signification indiquée à la section 11 de la Proposition ;

« **COURONNE** » désigne Sa Majesté du chef du Canada et/ou du chef de toute province du Canada ;

« **CRÉANCES DE LA COURONNE** » désignent toutes les créances prouvées de la Couronne visées et décrites à l'article 60(1.1) de la Loi, à l'encontre de la Société, qui étaient en cours à la Date de dépôt de l'Avis d'intention, et comprennent les Créances de la Couronne ARC et les Créances de la Couronne RQ ;

« **CRÉANCES DE LA COURONNE ARC** » désigne toutes les créances prouvées de l'ARC concernant les Créances de la Couronne ;

« **CRÉANCES DE LA COURONNE RQ** » désigne toutes les créances prouvées de la Revenu Québec (« **RQ** ») concernant les Créances de la Couronne ;

« **CRÉANCES GARANTIES** » désignent les créances des créanciers garantis telles que définies à l'article 2 de la Loi ;

« **CRÉANCES ORDINAIRES** » désignent toutes les créances prouvées, telles que définies dans la Loi, autres que les Créances de la Couronne, les Créances salariées, les Créances privilégiées et les Créances garanties. Pour plus de certitude, mais sans limiter la généralité de ce qui précède, les Créances ordinaires incluent des créances de toute nature, qu'elles soient exigibles ou non à la Date de dépôt de l'Avis d'intention, y compris les créances éventuelles et non liquidées (une fois quantifiées) résultant de toute opération de la Société ou de toute transaction conclue par la Société avant la date de l'Avis d'intention ;

De plus, les Créances ordinaires comprennent les créances résultantes ou découlant de toute violation d'obligations contractée par la Société avant la date de l'Avis d'intention, peu importe la date à laquelle la violation est survenue ;

« **CRÉANCES PRIVILÉGIÉES** » désignent les créances, autres que les Créances salariées, visées aux paragraphes 136(1)(a) à 136(1)(c) de la Loi, et aux paragraphes 136(1)(d.01), (d.02), (d.1) et (e) à 136(1)(j) de la Loi, ces créances étant dirigées par la Loi pour être payées en priorité à toutes autres créances lors de la distribution de la propriété d'un failli, dans la mesure applicable à la Proposition ;

« **CRÉANCES SALARIÉES** » désignent les réclamations de tous les employés et anciens employés de la Société pour des montants équivalents à ceux qu'ils auraient pu recevoir en application du paragraphe 136(1)(d) de la Loi si la Société avait fait faillite à la Date de dépôt de l'Avis d'intention, ainsi que les salaires, gages, commissions ou rémunérations pour services rendus après cette date et avant l'Approbation de la Proposition, ainsi que, dans le cas des représentants-voyageurs, les déboursés dûment engagés par eux dans l'exercice des affaires de la Société pendant la même période ;

« **CRÉANCIERS** » désignent tous les créanciers visés par la Proposition, à savoir la Couronne, les Créanciers privilégiés, les Créanciers salariés et les Créanciers ordinaires, et « **Créancier** » désigne l'un d'eux ;

« **CRÉANCIERS GARANTIS** » désignent toutes les personnes ayant des créances garanties et « **Créancier garanti** » désigne l'une d'elles ;

« **CRÉANCIERS ORDINAIRES** » désignent toutes les personnes ayant des créances ordinaires et « **Créancier ordinaire** » désigne l'une d'elles ;

« **CRÉANCIERS PRIVILÉGIÉS** » désignent toutes les personnes ayant des créances privilégiées et « **Créancier privilégié** » désigne l'une d'elles ;

« **CRÉANCIERS SALARIÉS** » désignent tous les employés actuels et anciens de la Société ayant des créances salariées et « **Créancier salarié** » désigne l'un d'eux ;

« **DATE DE DÉPÔT** » désigne, aux fins des présentes, la date à laquelle la Société a déposé l'Avis d'intention auprès du séquestre officiel, à savoir le 22 avril 2025 ;

« **DÉPENSES DE LA PROPOSITION** » désignent tous les honoraires et dépenses appropriés du Syndic, et tous les frais juridiques et comptables du Syndic et de la Société, liés et accessoires aux procédures découlant de la Proposition originale et de la présente Proposition amendée, y compris, sans limitation, les conseils à la Société en lien avec celles-ci ;

« **FONDS DE RÈGLEMENT CRÉANCES DE LA COURONNE ARC** » désigne une somme monétaire jusqu'à 350 000,00 $ (le « **Montant monétaire ARC** ») après déduction fait de tout(…) paiement des Créances de la Couronne par voie de compensation à l'égard de tous les Remboursements/crédits d'impôt fédéraux dus à la Société pour tous les exercices fiscaux antérieurs à la date de l'Avis d'intention, et tous les remboursements fédéraux dus à la Société au titre de la TPS aux termes de la *Loi sur la taxe d'accise* pour toutes les périodes de déclaration antérieures à la date de l'Avis d'intention ;

« **FONDS DE RÈGLEMENT CRÉANCES DE LA COURONNE RQ** » désigne une somme monétaire jusqu'à 279 000,00 $ (le « **Montant monétaire RQ** ») après déduction fait de tout(…) paiement des Créances de la Couronne par voie de compensation à l'égard de tous les Remboursements/crédits d'impôt provinciaux dus à la Société pour tous les exercices fiscaux antérieurs à la date de l'Avis d'intention, notamment le crédit d'impôt pour le développement des affaires électroniques, et tous les fonds québécois dus à la Société au titre de la TVQ en vertu de la *Loi sur la taxe de vente* (Québec) pour toutes les périodes de déclaration antérieures à la date de l'Avis d'intention ;

« **FONDS DE RÈGLEMENT CRÉANCES ORDINAIRES** » désigne un montant de 320 000,00 $ (TROIS CENT VINGT MILLE DOLLARS), qui sera versé par la Société au Syndic, sous réserve et à l'issue de l'approbation judiciaire, en deux (2) versements, cinq (5) jours avant la date du paiement de chacun des versements pour distribution en vertu de la section 6 des présentes ;

« **PROPOSITION** » désigne la présente Proposition ;

« **REMBOURSEMENTS/CRÉDITS D'IMPÔT** » désignent tous les remboursements et crédits d'impôt dus respectivement de l'ARC et de RQ à la Société pour toutes les périodes de déclaration et exercices fiscaux antérieurs à la date de l'Avis d'intention ;

« **RESPONSABILITÉS DES ADMINISTRATEURS** » désigne toutes les responsabilités que les administrateurs actuels ou anciens de la Société peuvent encourir du fait de leur qualité d'administrateurs en vertu de toute loi, règlement ou disposition légale ;

« **RQ** » signifie Revenu Québec ;

«**SYNDIC** » désigne Richter Inc., le Syndic dans le cadre de l'Avis d'intention de la Société et le Syndic nommé aux présentes ;

« **TRIBUNAL** » désigne la Cour supérieure du district de Montréal, section commerciale, siégeant en matière de faillite ;

1. CRÉANCES GARANTIES

Les Créances garanties seront payées conformément aux arrangements existants entre la Société et les détenteurs de Créances garanties ou tels qu'ils pourront en convenir entre eux.

2. CRÉANCES DE LA COURONNE

Les Créances de la Couronne qui étaient en cours à la Date de dépôt de l'Avis d'intention, et qui pourraient faire l'objet d'une demande en vertu du paragraphe 224(1.2) de la *Loi de l'impôt sur le revenu* ou de dispositions provinciales sensiblement analogues et conformément à l'article 60(1.1) de la Loi, seront payées intégralement, selon l'accord de l'ARC et de RQ, conformément à l'article 60(1.1) par 24 versements mensuels consécutifs égaux des Montants monétaires ARC et RQ, débutant 60 jours après l'Approbation des Fonds de règlement des créances de la Couronne ARC et des Fonds de règlement des créances de la Couronne RQ, en plus des paiements pour le Fonds de règlement des créances ordinaires ;

Toutes les Créances de la Couronne, telles que définies et prouvées, compromises ou établies par le Tribunal, seront réglées intégralement par (i) compensation en faveur de l'ARC et de RQ à l'égard de tous les Remboursements/crédits d'impôt dus à la Société à l'un ou l'autre de l'ARC ou RQ, contre les montants dus par la Société à RQ et à l'ARC, la Société acceptant ladite compensation et s'engageant à exécuter et remettre toute documentation, acte et papier avec RQ et l'ARC, souhaitables ou nécessaires à cet effet, et (ii) par le paiement d'un dividende des Montants monétaires ARC à l'ARC et du Montant monétaire RQ à RQ, comme prévu aux présentes.

3. CRÉANCES SALARIÉES

Toutes les Créances salariées, le cas échéant, seront payées en intégralité sans délai, après l'Approbation, par la Société conformément à l'article 60(1.3) de la Loi ;

4. DÉPENSES DE LA PROPOSITION

Les Dépenses de la proposition seront payées par la Société, hors de la Proposition ;

5. CRÉANCES DES CRÉANCIERS PRIVILÉGIÉS

Les créances des Créanciers privilégiés, autres que celles mentionnées aux sections 2 et 3 des présentes, le cas échéant, seront payées en priorité sur toutes les Créances ordinaires, sur le Fonds de règlement des créances ordinaires disponible ;

6. CRÉANCES DES CRÉANCIERS ORDINAIRES

Toutes les Créances ordinaires, telles que définies et prouvées, compromises ou établies par le Tribunal, seront réglées intégralement par le paiement d'un dividende, au prorata, à partir du Fonds de règlement des créances ordinaires de 320 000,00$ (TROIS CENT VINGT

MILLE DOLLARS) payable le 1er juillet 2026 (160 000,00 $) et le 1er février 2027 (160 000,00$), après paiement des créances mentionnées aux paragraphes 2, 3 et 5, le cas échéant.

7. DISTRIBUTION PAR LE SYNDIC

Tous les montants payables en vertu de la Proposition seront versés par le Syndic conformément à la Proposition, et à toute instruction que le Syndic pourrait recevoir du Comité ou du Tribunal prolongeant les dates de paiement ou autrement.

8. CRÉANCES SUBSÉQUENTES

Toutes les créances résultant de biens fournis, de services rendus ou d'autre contre-partie donnée à la Société après la Date de dépôt, ont été ou seront payées par la Société, dans le cours normal des affaires ;

9. RESPONSABILITÉS DES ADMINISTRATEURS

Conformément à l'article 50(13) de la Loi, à la date du paiement intégral de la Proposition, il sera réputé, à toutes fins, constituer la libération complète et le déchargement de toutes réclamations, de quelque nature ou source que ce soit, de tous les Créanciers et de toute autre personne à l'encontre de tous les administrateurs passés et présents de la Société qui sont intervenus avant la Date de dépôt et qui se rapportent à des obligations de la Société dont ces administrateurs sont légalement responsables en leur qualité d'administrateurs ;

10. OPÉRATIONS RÉVISABLES, PAIEMENTS PRÉFÉRENTIELS, ETC.

Les dispositions des articles 95 à 101 de la Loi, ou toute disposition de la législation provinciale ayant un objectif similaire, y compris les articles 1631 à 1636 du *Code civil du Québec*, ne s'appliqueront pas à la Proposition, conformément à l'article 101.1 de la Loi, sauf dans l'éventualité où la Proposition serait annulée conformément au paragraphe 101.1(3), et sauf en ce qui concerne l'article 97(3) de la Loi ;

11. COMITÉ DES CRÉANCIERS

Les Créanciers peuvent, s'ils le désirent, nommer d'un (1) à cinq (5) personnes pour agir comme comité de Créanciers (le « Comité »), lequel aura le pouvoir de :

a) conseiller le Syndic sur les questions relatives à l'administration de la Proposition ;

b) déterminer le moment ou le paiement différé de tout dividende en vertu des paragraphes 5 et 6 de la Proposition, à condition que ce report soit jugé par le Comité comme étant dans l'intérêt des Créanciers privilégiés, des Créanciers ordinaires et de la Société.

ADVENANT UNE DISCRÉPANCE ENTRE LA VERSION ANGLAISE ET LA VERSION FRANÇAISE DE LA PRÉSENTE PROPOSITION, LA VERSION ANGLAISE PRÉVAUDRA ET SERA APPLICABLE.

FAIT À MONTRÉAL, ce 23e jour d'octobre 2025.

SOLUTIONS GLOBALE MOBI724 INC.. **TÉMOIN**

S. (Marcel Vienneau)

_____ _____

Par: **Marcel Vienneau**
Président

Pièce D

RICHTER

C A N A D A
Province de Québec
District de : Québec
No division: 01-Montréal
No Cour : 500-11-065571-255
No dossier : 41-3214502

C O U R S U P É R I E U R E
(Chambre commerciale)
Loi sur la faillite et l'insolvabilité

Avis de la proposition aux créanciers et
Avis d'audition de la demande d'approbation par le tribunal d'une proposition
(article 51 et alinéa 58(b) de la Loi)

Dans l'affaire de la proposition
Solutions Globale Mobi724 Inc.
de la ville de Montréal
dans la province de Québec

Avis est donné que Solutions Globale Mobi724 Inc. (la « Débitrice ») de la ville de Montréal dans la province de Québec a déposé entre nos mains une proposition, en vertu de la *Loi sur la faillite et l'insolvabilité.*

Une copie des documents suivants est affichée sur le site internet de Richter Inc. à l'adresse suivante https://www.richter.ca/fr/insolvencycase/solutions-globale-mobi724-inc/.

- État succinct des actifs et passifs de la Débitrice;
- Liste des créanciers visés par la Proposition et dont les réclamations se chiffrent à 250 $ ou plus;
- Formulaires de preuve de réclamation, de votation et de procuration;
- Formulaire d'inscription à l'assemblée;
- Proposition amendée; et
- Rapport du Syndic à la Proposition sur la situation financière de la Débitrice et sur la Proposition amendée.

Une assemblée générale des créanciers sera tenue le **11 novembre 2025 à 11 heures** (« l'Assemblée ») par vidéoconférence avec Microsoft Teams.

Nous demandons aux créanciers qui souhaitent assister à l'Assemblée de remplir le formulaire d'inscription ci-joint et de le retourner par courriel à l'adresse suivante: reclamations@richter.ca au plus tard le **10 novembre 2025 à 17 h 00** (heure de Montréal).

Pour les créanciers, ou leurs représentants, qui se seront inscrits, vous recevrez par courriel un lien qui vous permettra d'assister à l'Assemblée. Veuillez noter que seuls ceux qui se seront inscrits pourront assister à l'Assemblée.

Les créanciers ou toute catégorie de créanciers ayant droit de voter à l'Assemblée peuvent, au moyen d'une résolution, accepter la Proposition, telle que formulée ou telle que modifiée à l'Assemblée. Si la Proposition est ainsi acceptée et si elle est approuvée par le tribunal, elle deviendra obligatoire pour tous les créanciers ou pour la catégorie de créanciers visés.

T. 514.908.3796 / 1.866.585.9751
F. 514.934.8603
reclamations@richter.ca

Richter Inc.
1981 McGill College
Montréal, QC H3A 0G6
www.richter.ca

Avis est donné que, si la Proposition amendée est acceptée par les créanciers, une demande sera faite au tribunal, Cour Supérieure – Montréal, Palais de justice de Montréal, 1, rue Notre-Dame E., Montréal QC Canada H2Y 1B6, le 17 novembre 2025, à : 8 h 45, en vue de faire approuver la Proposition Amendée de Solutions Globale Mobi724 Inc.

Les preuves de réclamation, procurations et formulaires de votation dont l'usage est projeté à l'Assemblée doivent nous être remis au préalable.

Daté le 31 octobre 2025, à Montréal en la province de Québec.

Richter Inc.
Syndic à la proposition de
Solutions Globale Mobi724 Inc.

TRADUCTION

District de: Québec
No division: 01 - Montréal
No cour: 500-11-065571-255
No dossier: 41-3214502

☒ original ☐ modifié

FORMULAIRE 78

Bilan - proposition déposée par une entité
(paragraphe 49(2), alinéa 158d) et paragraphes 50(2) et 62(1) de la Loi)

Dans l'affaire de la proposition
Solutions Globale Mobi724 Inc.
de la ville de Montréal
dans la province de Québec

Au débiteur :

Vous êtes tenu de remplir avec soin et exactitude le présent formulaire et les annexes applicables indiquant la situation de vos affaires à la date du dépôt de votre proposition (ou de votre avis d'intention) le 22 octobre 2025. Une fois rempli, ce formulaire et les listes annexées constituent votre bilan, qui doit être vérifié sous serment ou par une déclaration solennelle faite par un administrateur autorisé, si le failli ou le débiteur est une personne morale, ou par le failli ou le débiteur dans les autres cas.

Donnez les raisons des difficultés financières du failli ou du débiteur (*choisissez toutes les options qui s'appliquent et donnez des détails*) :

☐ Conditions du marché défavorables;	☐ Variation du taux de change;	☐ Récession;	☐ Mauvais résultats financiers;	☐ Problèmes judiciaires (veuillez préciser);
☒ Manque de financement ou de capitaux;	☐ Compétition;	☐ Restrictions réglementaires;	☐ Catastrophe naturelle;	☐ Augmentation du coût des affaires;
☐ Augmentation des coûts fixes;	☐ Mauvais modèle d'affaires ou problème d'infrastructures;		☐ Échec de campagne de publicité;	☐ Problèmes personnels;
☐ Mauvaise gestion;	☐ Erreur de comptabilité;	☐ Dettes fiscales;	☐ Main d'œuvre;	☐ Autre (veuillez préciser).

Détails pertinents :

Actif
(total de la liste de l'actif tel que déclaré et estimé par le failli ou le débiteur)

1. Espèces		0.00
2. Dépôts en institutions financières		0.00
3. Comptes à recevoir et autres créances		
Total	0.00	
Estimation des créances qui peuvent être réalisées	0.00	0.00
4. Inventaire		0.00
5. Aménagements, etc.		0.00
6. Bétail		0.00
7. Machines et outillage		0.00
8. Immeubles et biens réels		0.00
9. Ameublement		0.00
10. Actifs incorporels (propriétés intellectuelles, permis, cryptomonnaies, jetons d'actifs numériques, etc.)		1.00
11. Véhicules		0.00
12. Valeurs mobilières (actions, obligations, débentures, etc.)		0.00
13. Autres biens		0.00
Total des lignes 1 à 13		1.00

Si le débiteur est une personne morale, ajoutez :

Montant du capital souscrit	0.00	
Montant du capital payé	0.00	
Solde souscrit et impayé	0.00	
Estimation du solde qui peut être réalisé	0.00	0.00
Total de l'actif		1.00
Déficit		-18,673,913.64
Valeur totale de l'actif se trouvant à l'extérieur du Canada inclus aux lignes 1 à 13		0.00

Passif
(total de la liste du passif tel que déclaré et estimé par le failli ou le débiteur)

1. Créanciers garantis	1.00
2. Créanciers privilégiés, sûretés et charges prioritaires	0.00
3. Créanciers non garantis	18,673,913.64
4. Dettes éventuelles, réclamations de fiducie ou autres pouvant être	0.00
Total du passif	18,673,914.64
Surplus	18,673,913.64

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District of: Quebec
Division No. 01 - Montréal
Court No. 500-11-065571-255
Estate No. 41-3214502

[X] Original [ ] Amended

-- Form 78 --

Statement of Affairs (Corporate Proposal)
(Subsection 49(2) and Paragraph 158(d) of the Act / subsections 50(2) and 62(1) of the Act)

In the Matter of the Proposal of
Mobi724 Global Solutions Inc.
of the City of Montréal
in the Province of Québec

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 22nd day of October 2025. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration by a duly authorized director, if the debtor is a corporation, or by yourself, in other cases..

Give reasons for the bankrupt's/debtor's financial difficulty (Select all that apply and provide details):

[ ] Negative market conditions;	[ ] Foreign Exchange Fluctuations;	[ ] Economic Downturn;	[ ] Poor Financial Performance;	[ ] Legal Matters (Provide details);
[X] Lack of Working Capital/Funding;	[ ] Competition;	[ ] Legislated or Regulatory Restrictions;	[ ] Natural Disaster;	[ ] Increased Cost of Doing Business;
[ ] Overhead Increasing;	[ ] Faulty Infrastructure or Business Model;	[ ] Unsuccessful Marketing Initiatives;	[ ] Personal Issues;	[ ] Poor Management;
[ ] Faulty Accounting;	[ ] Tax Liabilities;	[ ] Labour;	[ ] Other (Please specify).	

Provide relevant details:

ASSETS
(totals from the list of assets as stated and estimated by bankrupt/debtor)

1. Cash on hand		0.00
2. Deposits in financial institutions		0.00
3. Accounts receivable and other receivables		
Total amount	0.00	
Estimated realizable value	0.00	0.00
4. Inventory		0.00
5. Trade fixtures, etc.		0.00
6. Livestock		0.00
7. Machinery and equipment		0.00
8. Real property or immovables		0.00
9. Furniture		0.00
10. Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.)		1.00
11. Vehicles		0.00
12. Securities (shares, bonds, debentures, etc.)		0.00
13. Other property		0.00
Total of lines 1 to 13		1.00
If debtor is a corporation, add:		
Amount of subscribed capital	0.00	
Amount paid on capital	0.00	
Balance subscribed and unpaid	0.00	
Estimated to produce	0.00	0.00
Total assets		1.00
Deficiency		-18,673,913.64
Total value of assets located outside Canada included in lines 1 to 13		0.00

LIABILITIES
(totals from the list of liabilities as stated and estimated by bankrupt/debtor)

1. Secured creditors	1.00
2. Preferred creditors, securities, and priorities	0.00
3. Unsecured creditors	18,673,913.64
4. Contingent, trust claims or other liabilities estimated to be provable for	0.00
Total liabilities	18,673,914.64
Surplus	18,673,913.64

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
1	2M7 FINANCIAL SOLUTIONS	ACCOUNTS RECEIVABLE 3605 WESTON RD North York ON M9L 1V7	Accounts payable			11,073.00	0.00	0.00	0.00	11,073.00			0.00	☐
2	9410-0492 QUEBEC INC (AHMAD)	AHMAD CHAMSEDDINE 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			39,677.88	0.00	0.00	0.00	39,677.88			0.00	☐
3	ACCESS	ACCOUNTS RECEIVABLE P.O. BOX 4090, STATION A Toronto ON M5W 0E9	Accounts payable			4,906.07	0.00	0.00	0.00	4,906.07			0.00	☐
4	A-LIGN COMPLIANCE AND SECURITY, INC.	JACKSON PARKER, RIVERGATE TOWER 400 N ASHLEY DR. #1325 TAMPA FL 33602 USA	Accounts payable			32,403.68	0.00	0.00	0.00	32,403.68			0.00	☐
5	ALITHYA	SYLVIE COUTURE 700 RUE DE LA GAUCHETIERE O MONTREAL QC H3B 0B6	Accounts payable			2,695.47	0.00	0.00	0.00	2,695.47			0.00	☐

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Marcel Vienneau

22-Oct-2025
Date

FORM 78 -- Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
6	AMAZON WEB SERVICES (AWS)	ACCOUNTS RECEIVABLE 120 BREMMER BLVD, 26TH FLOOR Toronto ON M5J 0A1	Accounts payable			15,980.88	0.00	0.00	0.00	15,980.88			0.00	☐
7	AMCG ASESORIA Y CONSULTORIA INTERNACIONAL (GUSTAVO B	GUSTAVO BABATZ 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			17,000.00	0.00	0.00	0.00	17,000.00			0.00	☐
8	ARTEMIS RECRUTEMENT	FILIPE CARVALHO 208 - 204, BOUL. CURE-LABELLE Sainte-Therese QC J7E 2X7	Accounts payable			2,476.84	0.00	0.00	0.00	2,476.84			0.00	☐
9	ASCEND FUNDRAISING SOLUTIONS INC.	DANIEL LEWIS 1 YONGE ST. Toronto ON M5E 1W7	Accounts payable			1,767,077.21	0.00	0.00	0.00	1,767,077.21			0.00	☐
10	BDC	LYNE GAULIN RC, 5 PLACE-VILLE MONTREAL QC H3B 2G2	Finance Company Loans			1,926,438.35	0.00	0.00	0.00	1,926,438.35			-1,926,438.35	☐
11	BDO CANADA TRANSACTION ADVISORY SERVICES INC	MAXINE FINNEGAN 200 - 1000 DE LA GAUCHETIERE O. MONTREAL QC H3B 4W5	Accounts payable			28,822.69	0.00	0.00	0.00	28,822.69			0.00	☐

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22-Oct-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
12	BERNARD POULIOT	UNIT C, 4/F, YALLY INDUSTRIAL BUILDING 6 YIP FAT ST., WONG CHUK HANG -- -- HONG KONG	Accounts payable			1,106,527.88	0.00	0.00	0.00	1,106,527.88			0.00	☐
13	BLAKES	ARYO SHALVIRI 3000 - 1 PLACE VILLE-MARIE MONTREAL QC H3B 4N8	Accounts payable			8,899.06	0.00	0.00	0.00	8,899.06			0.00	☐
14	BROADRIDGE *	ASHWINI SHIVABASAPPA 5 DAKOTA DRIVE, SUITE 300 LAKE SUCCESS NY 11042 USA	Accounts payable			3,322.01	0.00	0.00	0.00	3,322.01			0.00	☐
15	CARL WRIGHT	500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable	EMAIL UNDELIVERABLE - MAILED THE NOI TO ADDRESS MENTIONED IN THIS LISTING (2025.05.01)		11,481.39	0.00	0.00	0.00	11,481.39			0.00	☐
16	CARLOS MORALES HASSANILLE	MORAS 529-302, COLONIA DEL VALLE BENITO JUAREZ, CDMX -- MEXICO	Accounts payable			103,500.00	0.00	0.00	0.00	103,500.00			0.00	☐

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Marcel Vienneau

22-Oct-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
17	CLAUDE PARÉ	500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			17,649.34	0.00	0.00	0.00	17,649.34			0.00	☐
18	CNESST	1010, AVE. NORDIQUE QUEBEC CITY QC G1C 0H9	Accounts payable			10,000.00	0.00	0.00	0.00	10,000.00			0.00	☐
19	COMPUTERSHARE	LESLEY-ANNE ALANO 1500 BLVD ROBERT-BOURASSA MONTREAL QC H3A 3S7	Accounts payable			8,354.37	0.00	0.00	0.00	8,354.37			0.00	☐
20	CYBERPRO STRATÉGIE CONSEIL INC	DANIEL TARDIF 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			3,449.25	0.00	0.00	0.00	3,449.25			0.00	☐
21	DAVID DOHERTY	500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			34,444.11	0.00	0.00	0.00	34,444.11			0.00	☐
22	DAVID-LEE BEAUCHEMIN	973 BAUDELAIRE Repentigny QC J5Y 3W5	Severance pay			29,985.88	0.00	0.00	0.00	29,985.88			0.00	☐

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Marcel Vienneau

22-Oct-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
23	DIALOG INSIGHT	MÉLANIE ROUSSEAU-TURGEON 401 - 360 R. NOTRE DAME O MONTREAL QC H2Y 1T9	Accounts payable			42,243.27	0.00	0.00	0.00	42,243.27			0.00	☐
24	EMPLOYEES	500-1275 AV. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Severance pay			978,543.72	0.00	0.00	0.00	978,543.72			0.00	☐
25	EXPORT DEVELOPMENT CANADA – CEBA	ACCOUNTS RECEIVABLE PO Box 4530 STN A TORONTO ON M5W 0N2	Accounts payable			64,007.45	0.00	0.00	0.00	64,007.45			0.00	☐
26	EXPORT DEVELOPMENT CANADA (EDC)	MARIE-CLAIRE BRODEUR 600 - 5 PLACE VILLE MARIE MONTREAL QC H3B 5E7	Accounts payable			116,073.00	0.00	0.00	0.00	116,073.00			0.00	☐
27	FARR LOAN - PME MTL	MARIE-CLAIRE BRODEUR 700 - 630, RUE SHERBROOKE O MONTREAL QC H3A 1E4	Finance Company Loans			26,666.68	0.00	0.00	0.00	26,666.68			0.00	☐
28	FASTBALL CONSULTING SERVICES INC	MARTIN LAVIGNE 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			11,849.49	0.00	0.00	0.00	11,849.49			0.00	☐

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Marcel Vienneau

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22-Oct-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
29	FIDELITY INVESTMENTS CANADA ULC	ELIZABETH CHOW 300 - 483 BAY STREET Toronto ON M5G 2N7	Accounts payable			4,186,235.78	0.00	0.00	0.00	4,186,235.78			0.00	☐
30	FIDELITY TRUE NORTH FUND	ELIZABETH CHOW 300 - 483 BAY STREET Toronto ON M5G 2N7	Accounts payable			564,176.37	0.00	0.00	0.00	564,176.37			0.00	☐
31	FINOVA FINANCIALS	SHYAM BID 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			173,612.25	0.00	0.00	0.00	173,612.25			0.00	☐
32	FRANCISCO FOCARACCIO *	AV. OLAZABAL 4981 BUENOS AIRES BUENOS AIRES, ARGENTINA -- --	Accounts payable			39,399.00	0.00	0.00	0.00	39,399.00			0.00	☐
33	GOSECURE	ACCOUNTS RECEIVABLE 1275 AVE. DES CANADIENS-DE-MONTREAL, SUITE 07-106 MONTREAL QC H3B 0G4	Accounts payable			5,540.36	0.00	0.00	0.00	5,540.36			0.00	☐
34	GUIDO VITALE USD *	238 RAUL MAZZA, MONTE GRANDE BUENOS AIRES, ARGENTINA -- --	Accounts payable			33,292.50	0.00	0.00	0.00	33,292.50			0.00	☐

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Marcel Vienneau

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22-Oct-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
35	HANNA JOHNNY HAWA	JOHNNY HAWA 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			175,660.23	0.00	0.00	0.00	175,660.23			0.00	☐
36	HEXACTA	PAULO SOTO, CLAY 2954, C1426DLA CABA 1900 LA PLATA BUENOS AIRES, ARGENTINA -- --	Accounts payable			32,833.89	0.00	0.00	0.00	32,833.89			0.00	☐
37	INNOVATION PROGRAM - INVESTISSEMENT QUEBEC	MARC DI MARIA 1000 - 1001, BOUL. ROBERT-BOURASSA MONTREAL QC H3B 4L4	Finance Company Loans			608,214.34	0.00	0.00	0.00	608,214.34			-608,214.34	☐
38	JEAN-FRANCOIS BOUDREAULT (EXPENSES)	70 PLACE BOISSIERE QUEBEC QC G1C 5N7	Accounts payable			876.88	0.00	0.00	0.00	876.88			0.00	☐
39	JUAN MANUEL BOSCHETTI *	1350 JULIO A ROCA, GENERAL SAN MARTIN BUENOS AIRES, ARGENTINA -- --	Accounts payable			30,532.50	0.00	0.00	0.00	30,532.50			0.00	☐

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Marcel Vienneau

22-Oct-2025

Date

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List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
40	MARCEL VIENNEAU	MARCEL VIENNEAU 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Severance pay			198,648.76	0.00	0.00	0.00	198,648.76			0.00	☐
41	NICOLAS BATELLI *	E. MORELLO 3057Q DEPARTAMETO 1 SAN ANDRES BUENOS AIRES, ARGENTINA -- --	Accounts payable			29,808.00	0.00	0.00	0.00	29,808.00			0.00	☐
42	NORTON ROSE FULBRIGHT CANADA	ACCOUNTS RECEIVABLE 2500 - 1 PLACE VILLE-MARIE MONTREAL QC H3B 1R1	Accounts payable			2,344.34	0.00	0.00	0.00	2,344.34			0.00	☐
43	OMNIVISION DESIGN	ANDREAS DELIGEORGE 106-7470 SHERBROOKE ST. W. MONTREAL QC H4B 1S5	Accounts payable			2,414.47	0.00	0.00	0.00	2,414.47			0.00	☐
44	OSCAR LABBÉ CPA	104 - 7683 NEWMAN LaSalle QC H8N 1X7	Accounts payable			24,000.00	0.00	0.00	0.00	24,000.00			0.00	☐
45	P. BOY SOLUTIONS	PASCAL LEBLANC 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			37,000.00	0.00	0.00	0.00	37,000.00			0.00	☐

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List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
46	PABLO MARIANI	CABILDO 1258, 9TH FLOOR A BUENOS AIRES, ARGENTINA -- --	Accounts payable			303,673.21	0.00	0.00	0.00	303,673.21			0.00	☐
47	PACTE PROGRAM - INVESTISSEMENT QUEBEC	MARC DI MARIA 1000 - 1001, BOUL. ROBERT-BOURASSA MONTREAL QC H3B 4L4	Finance Company Loans		22-Oct-2025	3,230,419.91	1.00	0.00	0.00	3,230,420.91	501		-3,230,419.91	☐
48	Pitchbook (Morningstar Research Inc.) Attn: Kevin O'Brien, LL.B, BAC	c/o Franklin & O'Brien Legal Services Inc. P.O. Box 26 Snowdon MONTREAL QC H3X 3T3	Accounts payable			0.00	0.00	0.00	0.00	0.00			0.00	☐
49	QUUM	CHARLES BERTHOMMIER 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			6,417.14	0.00	0.00	0.00	6,417.14			0.00	☐
50	R&D CAPITAL INC.	PIERRE BINETTE 555 BOUL. RENÉ-LÉVESQUE O. MONTREAL QC H2L 0C2	Finance Company Loans			425,509.26	0.00	0.00	0.00	425,509.26			-425,509.26	☐
51	RAYMOND CHABOT GRANT THORNTON	2000 - 600 RUE DE LA GAUCHETIERE MONTREAL QC H3B 4L8	Accounts payable			49,343.43	0.00	0.00	0.00	49,343.43			0.00	☐

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22-Oct-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
52	REVENU CANADA - DAS	305 BOUL. RENÉ-LÉVESQUE O. MONTREAL QC H2Z 1A6	Employee source deductions			400,000.00	0.00	0.00	0.00	400,000.00			0.00	☐
53	REVENU QUÉBEC	GRACJANA-ANNA CIAZYNSKA 3e ETAGE, SECTEUR R24DGR, 1600, BOUL. RENE-LEVESQUE O. MONTREAL QC H3H 2V2	Employee source deductions			6,490.80	0.00	0.00	0.00	6,490.80			0.00	☐
54	REVENU QUEBEC - DAS	LOUIS FISET, COMPLEXE DESJ.,TOUR NORD, BASILIAIRE 1 150 RUE SAINTE-CATHERINE MONTREAL QC H2X 3Y2	Employee source deductions			340,787.00	0.00	0.00	0.00	340,787.00			0.00	☐
55	SHERWEB	SÉBASTIEN ROUSSEAU 400 - 95, BOUL. JACQUES-CARTIER SUD Sherbrooke QC J1J 2Z3	Accounts payable			374,323.83	0.00	0.00	0.00	374,323.83			0.00	☐
56	STÉPHANE BOISVERT	500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			324,316.17	0.00	0.00	0.00	324,316.17			0.00	☐

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Marcel Vienneau

22-Oct-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
57	TRITON SOLUTIONS INC.	SHYAM BID 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			130,631.68	0.00	0.00	0.00	130,631.68			0.00	☐
58	TSX VENTURE EXCHANGE	FADWA EL MAGHRI 300 - 100 ADELAIDE ST. WEST Toronto ON M5H 1S3	Accounts payable			13,486.50	0.00	0.00	0.00	13,486.50			0.00	☐
59	VERY GOOD SECURITY - USD	ANDREW DELGADO 207 POWELL ST., SUITE 200 SAN FRANSISCO CA 94102 USA	Accounts payable			173,270.08	0.00	0.00	0.00	173,270.08			0.00	☐
60	VESTA WEALTH PARTNERS LTD	JARED WOLK 1100 - 530, 8 AVE SW Calgary AB T2P 3S8	Accounts payable			250,370.89	0.00	0.00	0.00	250,370.89			0.00	☐
61	VISION CONSEILS	RAYMOND COTE 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			4,024.13	0.00	0.00	0.00	4,024.13			0.00	☐
62	WEWORK	ACCOUNTS RECEIVABLE 1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			1,000.00	0.00	0.00	0.00	1,000.00			0.00	☐

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Marcel Vienneau

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22-Oct-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
63	Y.AHMED & ASSOCIATES (CONSULTING ENGINEERS)	JAMAL IBRAHIM NO.10 ISHAQU RD, MALAWI G.R.A. KADUNA MALAWI G.R.A., KADUNA STATE -- --	Accounts payable			11,174.64	0.00	0.00	0.00	11,174.64			0.00	☐
64	YMCA-ECOLE INTERNATIONALE DE LANGUES-	ACCOUNTS RECEIVABLE 1435 RUE DRUMMOND MONTREAL QC H3G 1W4	Accounts payable			5,580.00	0.00	0.00	0.00	5,580.00			0.00	☐
65	ZIRCON TECH USD (CODLY SA)	ANDRES ZUNINO BV.ESPANA 2253, 11200 MONTEVIDEO DEPARTAMENTO DE MONTEVIDEO, URUGUAY -- --	Accounts payable			52,956.33	0.00	0.00	0.00	52,956.33			0.00	☐
					Total	**18,673,913.64**	**1.00**	**0.00**	**0.00**	**18,673,914.64**				

[2] Choose one option for each item: Accounts payable; Owed rent; Owed wages; Severance pay; Corporate taxes; Sales taxes; Employee source deductions; Litigation/legal costs and awards; Subordinated debenture; Bills of exchange; Promissory notes; Lien notes; Mortgages or hypothec on real or immovable property; Chattel mortgages or movable hypothec; General Security Agreement; Intercompany loans; Bank loans (except real property mortgage); Finance company loans; Shareholder loans; Shares and subscribed capital; Other claim or liability.

[3] Choose one option for each item with a preferred or priority amount: Unpaid supplier; Farmer, fisherman or aquaculturist; Owed wages; Unpaid amount regarding pension plan; Municipal taxes; Rent; Customer of a bankrupt securities firm; Deemed trust in favour of the Crown; Priming charges and interim financing; Environmental liabilities; Other.

I, Marcel Vienneau, of the City of Montréal in the Province of Quebec, do swear (or solemnly declare) that this statement and the attached lists are, to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 22nd day of October 2025 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) before me at the Ville of Montréal in the Province of Quebec, on this 22nd day of October 2025.

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Marcel Vienneau

Vicky Coupal, Commissioner of Oaths
For the Province of Quebec
Expires March 23, 2026

COMMISSAIRE À L'ASSERMENTATION POUR LE QUÉBEC ET POUR L'EXTÉRIEUR DU QUÉBEC
Vicky Coupal
205380

Pièce E

Pièce E1

RICHTER

C A N A D A
Province de Québec
District de : Québec
No division: 01-Montréal
No Cour : 500-11-065571-255
No dossier : 41-3214502

C O U R S U P É R I E U R E
(Chambre commerciale)
Loi sur la faillite et l'insolvabilité

Avis de la proposition aux créanciers et
Avis d'audition de la demande d'approbation par le tribunal d'une proposition
(article 51 et alinéa 58(b) de la Loi)

Dans l'affaire de la proposition
Solutions Globale Mobi724 Inc.
de la ville de Montréal
dans la province de Québec

Avis est donné que Solutions Globale Mobi724 Inc. (la « Débitrice ») de la ville de Montréal dans la province de Québec a déposé entre nos mains une proposition, en vertu de la *Loi sur la faillite et l'insolvabilité.*

Une copie des documents suivants est affichée sur le site internet de Richter Inc. à l'adresse suivante https://www.richter.ca/fr/insolvencycase/solutions-globale-mobi724-inc/.

- État succinct des actifs et passifs de la Débitrice;
- Liste des créanciers visés par la Proposition et dont les réclamations se chiffrent à 250 $ ou plus;
- Formulaires de preuve de réclamation, de votation et de procuration;
- Formulaire d'inscription à l'assemblée;
- Proposition amendée; et
- Rapport du Syndic à la Proposition sur la situation financière de la Débitrice et sur la Proposition amendée.

Une assemblée générale des créanciers sera tenue le **11 novembre 2025 à 11 heures** (« l'Assemblée ») par vidéoconférence avec Microsoft Teams.

Nous demandons aux créanciers qui souhaitent assister à l'Assemblée de remplir le formulaire d'inscription ci-joint et de le retourner par courriel à l'adresse suivante: reclamations@richter.ca au plus tard le **10 novembre 2025 à 17 h 00** (heure de Montréal).

Pour les créanciers, ou leurs représentants, qui se seront inscrits, vous recevrez par courriel un lien qui vous permettra d'assister à l'Assemblée. Veuillez noter que seuls ceux qui se seront inscrits pourront assister à l'Assemblée.

Les créanciers ou toute catégorie de créanciers ayant droit de voter à l'Assemblée peuvent, au moyen d'une résolution, accepter la Proposition, telle que formulée ou telle que modifiée à l'Assemblée. Si la Proposition est ainsi acceptée et si elle est approuvée par le tribunal, elle deviendra obligatoire pour tous les créanciers ou pour la catégorie de créanciers visés.

T. 514.908.3796 / 1.866.585.9751
F. 514.934.8603
reclamations@richter.ca

Richter Inc.
1981 McGill College
Montréal, QC H3A 0G6
www.richter.ca

Avis est donné que, si la Proposition amendée est acceptée par les créanciers, une demande sera faite au tribunal, Cour Supérieure – Montréal, Palais de justice de Montréal, 1, rue Notre-Dame E., Montréal QC Canada H2Y 1B6, le 17 novembre 2025, à : 8 h 45, en vue de faire approuver la Proposition Amendée de Solutions Globale Mobi724 Inc.

Les preuves de réclamation, procurations et formulaires de votation dont l'usage est projeté à l'Assemblée doivent nous être remis au préalable.

Daté le 31 octobre 2025, à Montréal en la province de Québec.

Richter Inc.
Syndic à la proposition de
Solutions Globale Mobi724 Inc.

Pièce E2

TRADUCTION

District de: Québec
No division: 01 - Montréal
No cour: 500-11-065571-255
No dossier: 41-3214502

☒ original ☐ modifié

FORMULAIRE 78

Bilan - proposition déposée par une entité
(paragraphe 49(2), alinéa 158d) et paragraphes 50(2) et 62(1) de la Loi)

Dans l'affaire de la proposition
Solutions Globale Mobi724 Inc.
de la ville de Montréal
dans la province de Québec

Au débiteur :

Vous êtes tenu de remplir avec soin et exactitude le présent formulaire et les annexes applicables indiquant la situation de vos affaires à la date du dépôt de votre proposition (ou de votre avis d'intention) le 22 octobre 2025. Une fois rempli, ce formulaire et les listes annexées constituent votre bilan, qui doit être vérifié sous serment ou par une déclaration solennelle faite par un administrateur autorisé, si le failli ou le débiteur est une personne morale, ou par le failli ou le débiteur dans les autres cas.

Donnez les raisons des difficultés financières du failli ou du débiteur (*choisissez toutes les options qui s'appliquent et donnez des détails*) :

☐ Conditions du marché défavorables;	☐ Variation du taux de change;	☐ Récession;	☐ Mauvais résultats financiers;	☐ Problèmes judiciaires (veuillez préciser);
☒ Manque de financement ou de capitaux;	☐ Compétition;	☐ Restrictions réglementaires;	☐ Catastrophe naturelle;	☐ Augmentation du coût des affaires;
☐ Augmentation des coûts fixes;	☐ Mauvais modèle d'affaires ou problème d'infrastructures;		☐ Échec de campagne de publicité;	☐ Problèmes personnels;
☐ Mauvaise gestion;	☐ Erreur de comptabilité;	☐ Dettes fiscales;	☐ Main d'œuvre;	☐ Autre (veuillez préciser).

Détails pertinents :

Actif
(total de la liste de l'actif tel que déclaré et estimé par le failli ou le débiteur)

1. Espèces		0.00
2. Dépôts en institutions financières		0.00
3. Comptes à recevoir et autres créances		
Total	0.00	
Estimation des créances qui peuvent être réalisées	0.00	0.00
4. Inventaire		0.00
5. Aménagements, etc.		0.00
6. Bétail		0.00
7. Machines et outillage		0.00
8. Immeubles et biens réels		0.00
9. Ameublement		0.00
10. Actifs incorporels (propriétés intellectuelles, permis, cryptomonnaies, jetons d'actifs numériques, etc.)		1.00
11. Véhicules		0.00
12. Valeurs mobilières (actions, obligations, débentures, etc.)		0.00
13. Autres biens		0.00
Total des lignes 1 à 13		1.00

Si le débiteur est une personne morale, ajoutez :

Montant du capital souscrit	0.00	
Montant du capital payé	0.00	
Solde souscrit et impayé	0.00	
Estimation du solde qui peut être réalisé	0.00	0.00
Total de l'actif		1.00
Déficit		-18,673,913.64
Valeur totale de l'actif se trouvant à l'extérieur du Canada inclus aux lignes 1 à 13		0.00

Passif
(total de la liste du passif tel que déclaré et estimé par le failli ou le débiteur)

1. Créanciers garantis	1.00
2. Créanciers privilégiés, sûretés et charges prioritaires	0.00
3. Créanciers non garantis	18,673,913.64
4. Dettes éventuelles, réclamations de fiducie ou autres pouvant être	0.00
Total du passif	18,673,914.64
Surplus	18,673,913.64

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District of: Quebec
Division No. 01 - Montréal
Court No. 500-11-065571-255
Estate No. 41-3214502

[X] Original [ ] Amended

-- Form 78 --

Statement of Affairs (Corporate Proposal)
(Subsection 49(2) and Paragraph 158(d) of the Act / subsections 50(2) and 62(1) of the Act)

In the Matter of the Proposal of
Mobi724 Global Solutions Inc.
of the City of Montréal
in the Province of Québec

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 22nd day of October 2025. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration by a duly authorized director, if the debtor is a corporation, or by yourself, in other cases..

Give reasons for the bankrupt's/debtor's financial difficulty (Select all that apply and provide details):

[ ] Negative market conditions;	[ ] Foreign Exchange Fluctuations;	[ ] Economic Downturn;	[ ] Poor Financial Performance;	[ ] Legal Matters (Provide details);
[X] Lack of Working Capital/Funding;	[ ] Competition;	[ ] Legislated or Regulatory Restrictions;	[ ] Natural Disaster;	[ ] Increased Cost of Doing Business;
[ ] Overhead Increasing;	[ ] Faulty Infrastructure or Business Model;	[ ] Unsuccessful Marketing Initiatives;	[ ] Personal Issues;	[ ] Poor Management;
[ ] Faulty Accounting;	[ ] Tax Liabilities;	[ ] Labour;	[ ] Other (Please specify).	

Provide relevant details:

ASSETS
(totals from the list of assets as stated and estimated by bankrupt/debtor)

1. Cash on hand		0.00
2. Deposits in financial institutions		0.00
3. Accounts receivable and other receivables		
Total amount	0.00	
Estimated realizable value	0.00	0.00
4. Inventory		0.00
5. Trade fixtures, etc.		0.00
6. Livestock		0.00
7. Machinery and equipment		0.00
8. Real property or immovables		0.00
9. Furniture		0.00
10. Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.)		1.00
11. Vehicles		0.00
12. Securities (shares, bonds, debentures, etc.)		0.00
13. Other property		0.00
Total of lines 1 to 13		1.00
If debtor is a corporation, add:		
Amount of subscribed capital	0.00	
Amount paid on capital	0.00	
Balance subscribed and unpaid	0.00	
Estimated to produce	0.00	0.00
Total assets		1.00
Deficiency		-18,673,913.64
Total value of assets located outside Canada included in lines 1 to 13		0.00

LIABILITIES
(totals from the list of liabilities as stated and estimated by bankrupt/debtor)

1. Secured creditors	1.00
2. Preferred creditors, securities, and priorities	0.00
3. Unsecured creditors	18,673,913.64
4. Contingent, trust claims or other liabilities estimated to be provable for	0.00
Total liabilities	18,673,914.64
Surplus	18,673,913.64

Pièce E3

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
1	2M7 FINANCIAL SOLUTIONS	ACCOUNTS RECEIVABLE 3605 WESTON RD North York ON M9L 1V7	Accounts payable			11,073.00	0.00	0.00	0.00	11,073.00			0.00	☐
2	9410-0492 QUEBEC INC (AHMAD)	AHMAD CHAMSEDDINE 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			39,677.88	0.00	0.00	0.00	39,677.88			0.00	☐
3	ACCESS	ACCOUNTS RECEIVABLE P.O. BOX 4090, STATION A Toronto ON M5W 0E9	Accounts payable			4,906.07	0.00	0.00	0.00	4,906.07			0.00	☐
4	A-LIGN COMPLIANCE AND SECURITY, INC.	JACKSON PARKER, RIVERGATE TOWER 400 N ASHLEY DR. #1325 TAMPA FL 33602 USA	Accounts payable			32,403.68	0.00	0.00	0.00	32,403.68			0.00	☐
5	ALITHYA	SYLVIE COUTURE 700 RUE DE LA GAUCHETIERE O MONTREAL QC H3B 0B6	Accounts payable			2,695.47	0.00	0.00	0.00	2,695.47			0.00	☐

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Marcel Vienneau

22-Oct-2025
Date

FORM 78 -- Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
6	AMAZON WEB SERVICES (AWS)	ACCOUNTS RECEIVABLE 120 BREMMER BLVD, 26TH FLOOR Toronto ON M5J 0A1	Accounts payable			15,980.88	0.00	0.00	0.00	15,980.88			0.00	☐
7	AMCG ASESORIA Y CONSULTORIA INTERNACIONAL (GUSTAVO B	GUSTAVO BABATZ 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			17,000.00	0.00	0.00	0.00	17,000.00			0.00	☐
8	ARTEMIS RECRUTEMENT	FILIPE CARVALHO 208 - 204, BOUL. CURE-LABELLE Sainte-Therese QC J7E 2X7	Accounts payable			2,476.84	0.00	0.00	0.00	2,476.84			0.00	☐
9	ASCEND FUNDRAISING SOLUTIONS INC.	DANIEL LEWIS 1 YONGE ST. Toronto ON M5E 1W7	Accounts payable			1,767,077.21	0.00	0.00	0.00	1,767,077.21			0.00	☐
10	BDC	LYNE GAULIN RC, 5 PLACE-VILLE MONTREAL QC H3B 2G2	Finance Company Loans			1,926,438.35	0.00	0.00	0.00	1,926,438.35			-1,926,438.35	☐
11	BDO CANADA TRANSACTION ADVISORY SERVICES INC	MAXINE FINNEGAN 200 - 1000 DE LA GAUCHETIERE O. MONTREAL QC H3B 4W5	Accounts payable			28,822.69	0.00	0.00	0.00	28,822.69			0.00	☐

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Marcel Vienneau

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22-Oct-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notifica-tion only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
12	BERNARD POULIOT	UNIT C, 4/F, YALLY INDUSTRIAL BUILDING 6 YIP FAT ST., WONG CHUK HANG -- -- HONG KONG	Accounts payable			1,106,527.88	0.00	0.00	0.00	1,106,527.88			0.00	☐
13	BLAKES	ARYO SHALVIRI 3000 - 1 PLACE VILLE-MARIE MONTREAL QC H3B 4N8	Accounts payable			8,899.06	0.00	0.00	0.00	8,899.06			0.00	☐
14	BROADRIDGE *	ASHWINI SHIVABASAPPA 5 DAKOTA DRIVE, SUITE 300 LAKE SUCCESS NY 11042 USA	Accounts payable			3,322.01	0.00	0.00	0.00	3,322.01			0.00	☐
15	CARL WRIGHT	500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable	EMAIL UNDELIVERABLE - MAILED THE NOI TO ADDRESS MENTIONED IN THIS LISTING (2025.05.01)		11,481.39	0.00	0.00	0.00	11,481.39			0.00	☐
16	CARLOS MORALES HASSANILLE	MORAS 529-302, COLONIA DEL VALLE BENITO JUAREZ, CDMX -- MEXICO	Accounts payable			103,500.00	0.00	0.00	0.00	103,500.00			0.00	☐

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						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
17	CLAUDE PARÉ	500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			17,649.34	0.00	0.00	0.00	17,649.34			0.00	☐
18	CNESST	1010, AVE. NORDIQUE QUEBEC CITY QC G1C 0H9	Accounts payable			10,000.00	0.00	0.00	0.00	10,000.00			0.00	☐
19	COMPUTERSHARE	LESLEY-ANNE ALANO 1500 BLVD ROBERT-BOURASSA MONTREAL QC H3A 3S7	Accounts payable			8,354.37	0.00	0.00	0.00	8,354.37			0.00	☐
20	CYBERPRO STRATÉGIE CONSEIL INC	DANIEL TARDIF 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			3,449.25	0.00	0.00	0.00	3,449.25			0.00	☐
21	DAVID DOHERTY	500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			34,444.11	0.00	0.00	0.00	34,444.11			0.00	☐
22	DAVID-LEE BEAUCHEMIN	973 BAUDELAIRE Repentigny QC J5Y 3W5	Severance pay			29,985.88	0.00	0.00	0.00	29,985.88			0.00	☐

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						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
23	DIALOG INSIGHT	MÉLANIE ROUSSEAU-TURGEON 401 - 360 R. NOTRE DAME O MONTREAL QC H2Y 1T9	Accounts payable			42,243.27	0.00	0.00	0.00	42,243.27			0.00	☐
24	EMPLOYEES	500-1275 AV. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Severance pay			978,543.72	0.00	0.00	0.00	978,543.72			0.00	☐
25	EXPORT DEVELOPMENT CANADA – CEBA	ACCOUNTS RECEIVABLE PO Box 4530 STN A TORONTO ON M5W 0N2	Accounts payable			64,007.45	0.00	0.00	0.00	64,007.45			0.00	☐
26	EXPORT DEVELOPMENT CANADA (EDC)	MARIE-CLAIRE BRODEUR 600 - 5 PLACE VILLE MARIE MONTREAL QC H3B 5E7	Accounts payable			116,073.00	0.00	0.00	0.00	116,073.00			0.00	☐
27	FARR LOAN - PME MTL	MARIE-CLAIRE BRODEUR 700 - 630, RUE SHERBROOKE O MONTREAL QC H3A 1E4	Finance Company Loans			26,666.68	0.00	0.00	0.00	26,666.68			0.00	☐
28	FASTBALL CONSULTING SERVICES INC	MARTIN LAVIGNE 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			11,849.49	0.00	0.00	0.00	11,849.49			0.00	☐

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						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
29	FIDELITY INVESTMENTS CANADA ULC	ELIZABETH CHOW 300 - 483 BAY STREET Toronto ON M5G 2N7	Accounts payable			4,186,235.78	0.00	0.00	0.00	4,186,235.78			0.00	☐
30	FIDELITY TRUE NORTH FUND	ELIZABETH CHOW 300 - 483 BAY STREET Toronto ON M5G 2N7	Accounts payable			564,176.37	0.00	0.00	0.00	564,176.37			0.00	☐
31	FINOVA FINANCIALS	SHYAM BID 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			173,612.25	0.00	0.00	0.00	173,612.25			0.00	☐
32	FRANCISCO FOCARACCIO *	AV. OLAZABAL 4981 BUENOS AIRES BUENOS AIRES, ARGENTINA -- --	Accounts payable			39,399.00	0.00	0.00	0.00	39,399.00			0.00	☐
33	GOSECURE	ACCOUNTS RECEIVABLE 1275 AVE. DES CANADIENS-DE-MONTREAL, SUITE 07-106 MONTREAL QC H3B 0G4	Accounts payable			5,540.36	0.00	0.00	0.00	5,540.36			0.00	☐
34	GUIDO VITALE USD *	238 RAUL MAZZA, MONTE GRANDE BUENOS AIRES, ARGENTINA -- --	Accounts payable			33,292.50	0.00	0.00	0.00	33,292.50			0.00	☐

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						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
35	HANNA JOHNNY HAWA	JOHNNY HAWA 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			175,660.23	0.00	0.00	0.00	175,660.23			0.00	☐
36	HEXACTA	PAULO SOTO, CLAY 2954, C1426DLA CABA 1900 LA PLATA BUENOS AIRES, ARGENTINA -- --	Accounts payable			32,833.89	0.00	0.00	0.00	32,833.89			0.00	☐
37	INNOVATION PROGRAM - INVESTISSEMENT QUEBEC	MARC DI MARIA 1000 - 1001, BOUL. ROBERT-BOURASSA MONTREAL QC H3B 4L4	Finance Company Loans			608,214.34	0.00	0.00	0.00	608,214.34			-608,214.34	☐
38	JEAN-FRANCOIS BOUDREAULT (EXPENSES)	70 PLACE BOISSIERE QUEBEC QC G1C 5N7	Accounts payable			876.88	0.00	0.00	0.00	876.88			0.00	☐
39	JUAN MANUEL BOSCHETTI *	1350 JULIO A ROCA, GENERAL SAN MARTIN BUENOS AIRES, ARGENTINA -- --	Accounts payable			30,532.50	0.00	0.00	0.00	30,532.50			0.00	☐

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22-Oct-2025

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List of Liabilities

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						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
40	MARCEL VIENNEAU	MARCEL VIENNEAU 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Severance pay			198,648.76	0.00	0.00	0.00	198,648.76			0.00	☐
41	NICOLAS BATELLI *	E. MORELLO 3057Q DEPARTAMETO 1 SAN ANDRES BUENOS AIRES, ARGENTINA -- --	Accounts payable			29,808.00	0.00	0.00	0.00	29,808.00			0.00	☐
42	NORTON ROSE FULBRIGHT CANADA	ACCOUNTS RECEIVABLE 2500 - 1 PLACE VILLE-MARIE MONTREAL QC H3B 1R1	Accounts payable			2,344.34	0.00	0.00	0.00	2,344.34			0.00	☐
43	OMNIVISION DESIGN	ANDREAS DELIGEORGE 106-7470 SHERBROOKE ST. W. MONTREAL QC H4B 1S5	Accounts payable			2,414.47	0.00	0.00	0.00	2,414.47			0.00	☐
44	OSCAR LABBÉ CPA	104 - 7683 NEWMAN LaSalle QC H8N 1X7	Accounts payable			24,000.00	0.00	0.00	0.00	24,000.00			0.00	☐
45	P. BOY SOLUTIONS	PASCAL LEBLANC 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			37,000.00	0.00	0.00	0.00	37,000.00			0.00	☐

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						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
46	PABLO MARIANI	CABILDO 1258, 9TH FLOOR A BUENOS AIRES, ARGENTINA -- --	Accounts payable			303,673.21	0.00	0.00	0.00	303,673.21			0.00	☐
47	PACTE PROGRAM - INVESTISSEMENT QUEBEC	MARC DI MARIA 1000 - 1001, BOUL. ROBERT-BOURASSA MONTREAL QC H3B 4L4	Finance Company Loans		22-Oct-2025	3,230,419.91	1.00	0.00	0.00	3,230,420.91	501		-3,230,419.91	☐
48	Pitchbook (Morningstar Research Inc.) Attn: Kevin O'Brien, LL.B, BAC	c/o Franklin & O'Brien Legal Services Inc. P.O. Box 26 Snowdon MONTREAL QC H3X 3T3	Accounts payable			0.00	0.00	0.00	0.00	0.00			0.00	☐
49	QUUM	CHARLES BERTHOMMIER 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			6,417.14	0.00	0.00	0.00	6,417.14			0.00	☐
50	R&D CAPITAL INC.	PIERRE BINETTE 555 BOUL. RENÉ-LÉVESQUE O. MONTREAL QC H2L 0C2	Finance Company Loans			425,509.26	0.00	0.00	0.00	425,509.26			-425,509.26	☐
51	RAYMOND CHABOT GRANT THORNTON	2000 - 600 RUE DE LA GAUCHETIERE MONTREAL QC H3B 4L8	Accounts payable			49,343.43	0.00	0.00	0.00	49,343.43			0.00	☐

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						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
52	REVENU CANADA - DAS	305 BOUL. RENÉ-LÉVESQUE O. MONTREAL QC H2Z 1A6	Employee source deductions			400,000.00	0.00	0.00	0.00	400,000.00			0.00	☐
53	REVENU QUÉBEC	GRACJANA-ANNA CIAZYNSKA 3e ETAGE, SECTEUR R24DGR, 1600, BOUL. RENE-LEVESQUE O. MONTREAL QC H3H 2V2	Employee source deductions			6,490.80	0.00	0.00	0.00	6,490.80			0.00	☐
54	REVENU QUEBEC - DAS	LOUIS FISET, COMPLEXE DESJ.,TOUR NORD, BASILIAIRE 1 150 RUE SAINTE-CATHERINE MONTREAL QC H2X 3Y2	Employee source deductions			340,787.00	0.00	0.00	0.00	340,787.00			0.00	☐
55	SHERWEB	SÉBASTIEN ROUSSEAU 400 - 95, BOUL. JACQUES-CARTIER SUD Sherbrooke QC J1J 2Z3	Accounts payable			374,323.83	0.00	0.00	0.00	374,323.83			0.00	☐
56	STÉPHANE BOISVERT	500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			324,316.17	0.00	0.00	0.00	324,316.17			0.00	☐

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						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
57	TRITON SOLUTIONS INC.	SHYAM BID 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			130,631.68	0.00	0.00	0.00	130,631.68			0.00	☐
58	TSX VENTURE EXCHANGE	FADWA EL MAGHRI 300 - 100 ADELAIDE ST. WEST Toronto ON M5H 1S3	Accounts payable			13,486.50	0.00	0.00	0.00	13,486.50			0.00	☐
59	VERY GOOD SECURITY - USD	ANDREW DELGADO 207 POWELL ST., SUITE 200 SAN FRANSISCO CA 94102 USA	Accounts payable			173,270.08	0.00	0.00	0.00	173,270.08			0.00	☐
60	VESTA WEALTH PARTNERS LTD	JARED WOLK 1100 - 530, 8 AVE SW Calgary AB T2P 3S8	Accounts payable			250,370.89	0.00	0.00	0.00	250,370.89			0.00	☐
61	VISION CONSEILS	RAYMOND COTE 500-1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			4,024.13	0.00	0.00	0.00	4,024.13			0.00	☐
62	WEWORK	ACCOUNTS RECEIVABLE 1275 AVE. DES CANADIENS-DE-MONTREAL MONTREAL QC H3B 0G4	Accounts payable			1,000.00	0.00	0.00	0.00	1,000.00			0.00	☐

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						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
63	Y.AHMED & ASSOCIATES (CONSULTING ENGINEERS)	JAMAL IBRAHIM NO.10 ISHAQU RD, MALAWI G.R.A. KADUNA MALAWI G.R.A., KADUNA STATE -- --	Accounts payable			11,174.64	0.00	0.00	0.00	11,174.64			0.00	☐
64	YMCA-ECOLE INTERNATIONALE DE LANGUES-	ACCOUNTS RECEIVABLE 1435 RUE DRUMMOND MONTREAL QC H3G 1W4	Accounts payable			5,580.00	0.00	0.00	0.00	5,580.00			0.00	☐
65	ZIRCON TECH USD (CODLY SA)	ANDRES ZUNINO BV.ESPANA 2253, 11200 MONTEVIDEO DEPARTAMENTO DE MONTEVIDEO, URUGUAY -- --	Accounts payable			52,956.33	0.00	0.00	0.00	52,956.33			0.00	☐
					Total	**18,673,913.64**	**1.00**	**0.00**	**0.00**	**18,673,914.64**				

[2] Choose one option for each item: Accounts payable; Owed rent; Owed wages; Severance pay; Corporate taxes; Sales taxes; Employee source deductions; Litigation/legal costs and awards; Subordinated debenture; Bills of exchange; Promissory notes; Lien notes; Mortgages or hypothec on real or immovable property; Chattel mortgages or movable hypothec; General Security Agreement; Intercompany loans; Bank loans (except real property mortgage); Finance company loans; Shareholder loans; Shares and subscribed capital; Other claim or liability.

[3] Choose one option for each item with a preferred or priority amount: Unpaid supplier; Farmer, fisherman or aquaculturist; Owed wages; Unpaid amount regarding pension plan; Municipal taxes; Rent; Customer of a bankrupt securities firm; Deemed trust in favour of the Crown; Priming charges and interim financing; Environmental liabilities; Other.

I, Marcel Vienneau, of the City of Montréal in the Province of Quebec, do swear (or solemnly declare) that this statement and the attached lists are, to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 22nd day of October 2025 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) before me at the Ville of Montréal in the Province of Quebec, on this 22nd day of October 2025.

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Marcel Vienneau

Vicky Coupal, Commissioner of Oaths
For the Province of Quebec
Expires March 23, 2026

COMMISSAIRE À L'ASSERMENTATION POUR LE QUÉBEC ET POUR L'EXTÉRIEUR DU QUÉBEC
Vicky Coupal
205380

Pièce F

C A N A D A
Province of Québec
District of Québec
Division No. 01-Montréal
Court No. 500-11-065571-255
Estate No. 41-3214502

S U P E R I O R C O U R T
(Commercial Division)
Bankruptcy and Insolvency Act

In the Matter of the Proposal of
Mobi724 Global Solutions Inc.
Debtor

-and-

Richter Inc.
Licensed Insolvency Trustee

Minutes of the First Meeting of Creditors held by virtue of section 102(1) of the *Bankruptcy and Insolvency Act*

On:	November 11, 2025 at 11:00 a.m.
At:	Videoconference with Microsoft Teams
Chaired by:	Andrew Adessky, CPA, CIRP, LIT

ATTENDANCE

The attendance was recorded as per the attached attendance list (the "**Attendees**").

The Chairperson informed the Attendees that he will be chairing the Meeting (the "**Chairperson**").

QUORUM

The Chairperson reviewed the proofs of claim, confirmed to the attendees that a quorum was present, and declared the meeting duly constituted.

The Chairperson called the meeting to order at approximately 11:00 a.m.

The Chairperson informed the attendees that several creditors had requested an adjournment of the proceedings, to allow for ongoing discussions with Mobi724 Global Solutions Inc. regarding the proposal terms. As a result, the Proposal Trustee recommended that a meeting now be set for December 11, 2025, at 11:00 a.m.

QUESTION PERIOD

The Chairperson inquired whether the creditors present agreed to the adjournment.

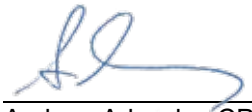
Geneviève Cloutier, of Gowling WLG, representing Bernard Pouliot, inquired which creditors had requested the adjournment. The Chairperson responded that the requesting creditors were Investissement Québec, BDC Capital Inc. and the Canada Revenue Agency.

Ms. Cloutier further inquired whether she would receive a copy of the minutes of the meeting and the Chairperson confirmed that she would.

Me Vincenzo Carrozzo, appearing on behalf of Revenu Québec, stated for the record that Revenu Québec had not requested the adjournment, nonetheless supported it.

ADJOURNMENT OF MEETING

The Chairperson inquired whether anyone present had any further questions or other matters of business to discuss. The Chairperson also asked if any of the creditors present objected to the adjournment of the meeting. There being no further questions and no objection to the adjournment, the meeting was adjourned by the Chairperson at approximately 11:10 a.m.



Andrew Adessky, CPA, CIRP, LIT

Appendices: ☑ Attendance list

Mobi724 Global Solutions Inc.
Attendance register for Meeting of Creditors
on November 11, 2025 @ 11:00 AM

Name	Company	email
Andrew Adessky	Richter Inc.	aadessky@richter.ca;
Shawn Travitsky	Richter Inc.	stravitsky@richter.ca:
William Lizotte	Richter Inc.	wlizotte@richter.ca;
Carol O'Donnell	Richter Inc.	codonnell@richter.ca
Pascale Lareau	Richter Inc.	plareau@richter.ca;
Neil Stein	Stein & Stein	nstein@steinandstein.com;
Marcel Vienneau	Mobi724 Global Solutions Inc.	marcel.vienneau@mobi724.com;
Hélène Constant	CNESST	helene.constant@cnesst.gouv.qc.ca;
Lesley Anne Alano	Computershare	lesleyanne.alano@computershare.com;
Nuradeen S. Mohammed	Mobi724 Global Solutions Inc.	nsheikhmohammed01@gmail.com;
Allen Rosenhek	Mobi724 Global Solutions Inc.	rosenhek@gmail.com;
David-Lee Beauchemin	Mobi724 Global Solutions Inc.	david.beauchemin@mobi724.com;
Shamwilu Ahmed	Mobi724 Global Solutions Inc.	shamwilu.ahmed@mail.mcgill.ca;
Serge Arseneault	Mobi724 Global Solutions Inc.	serge.arseneault@mobi724.com;
Jean-Francois Boudreault	Mobi724 Global Solutions Inc.	jean-francois.boudreault@mobi724.com;
Pedro Henrique Cerqueira Estanislau	Mobi724 Global Solutions Inc.	pedro.estanislau@mobi724.com;
Julio Coy	Mobi724 Global Solutions Inc.	julio.coy@gmail.com;
Francisco Focaraccio	Mobi724 Global Solutions Inc.	francisco.focaraccio@mobi724.com;
Jacques Côté	Mobi724 Global Solutions Inc.	jcotecma@hotmail.com;
Pablo Mariani	Mobi724 Global Solutions Inc.	Pablo.mariani@me.com;
Genevieve Cloutier	Gowling WLG for Bernard Pouliot	Genevieve.Cloutier@gowlingwlg.com;
Guido Abade	Guido Abade consultant	guidoabade@gmail.com;
Guillermo Martin Ananos	Guido Nicolas Vitale Rexach	estudio@gmalegales.com.ar; guido.n.vitale@gmail.com;
Johnny Hawa	Hanna Johnny Hawa	johnnyhawa@gmail.com;
Vincenzo Carrozza	Ministre du Revenu	vincenzo.carrozza@revenuquebec.ca;
Oscar Labbé	Oscar Labbé, CPA	oscar@oscarlabbecpa.ca;
Pascal Leblanc	P. Boy Solutions	pascal.leblanc@mantle.technology
Charles Berthommier	Quum Comunicacion	charles@quum.com
André Langevin	Sherweb	alangevin@sherweb.com;
Jamal Ibrahim	Y. Ahmed And Associates	accounts@yaengineers.com;
Andres Zunino	ZirconTech (Codly SA)	andres@zircon.tech;

Pièce G

C A N A D A
Province of Québec
District of Québec
Division No. 01-Montréal
Court No. 500-11-065571-255
Estate No. 41-3214502

S U P E R I O R C O U R T
(Commercial Division)
Bankruptcy and Insolvency Act

In the Matter of the Proposal of
Mobi724 Global Solutions Inc.
Debtor

-and-

Richter Inc.
Licensed Insolvency Trustee

Minutes of the Second Meeting of Creditors held by virtue of section 102(1) of the *Bankruptcy and Insolvency Act*

On:	December 11, 2025 at 11:00 a.m.
At:	Videoconference with Microsoft Teams
Chaired by:	Andrew Adessky, CPA, CIRP, LIT

ATTENDANCE

The attendance was recorded as per the attached attendance list (the "**Attendees**").

The Chairperson informed the Attendees that he will be chairing the Meeting (the "**Chairperson**").

QUORUM

The Chairperson confirmed to the Attendees that there is Quorum and declared that the meeting is duly constituted.

The Chairperson called the meeting to order at approximately 11:00 a.m.

Background and Purpose of the Meeting

The Chairperson reminded the Attendees that, at the meeting held on November 11, 2025, a recommendation had been made to adjourn the meeting of creditors. The purpose of the adjournment was to allow the Company additional time to reconcile the tax amounts claimed by the tax authorities, which must be verified and finalized for the proposal.

In addition, two of the secured creditors had requested a delay, as they were awaiting the occurrence of certain actions relevant to their positions.

Status Update

The Chairperson advised the Attendees that the Company has not yet finalized its reconciliation with Revenu Québec and the Canada Revenue Agency. Discussions with the tax authorities regarding the claim amounts remain ongoing.

1. **Discussion and Proposed Adjournment**

   The matter before the meeting was the request to adjourn the meeting of creditors to provide the Company sufficient time to:

- Finalize its reconciliation and confirm tax amounts owing to the relevant tax authorities, which must be accurately reflected in the proposal; and
- Continue discussions regarding the proposal terms and the financing of the company funding the proposal.

It was proposed that the meeting be adjourned to **February 26, 2026, at 11:00 a.m.**, to allow for the continuation and completion of these discussions, including ongoing discussions with Mobi724 Global Solutions Inc. regarding the proposal terms. The Chairperson advised that confirmations have been received from Revenu Québec, Investissement Québec, and the Business Development Bank of Canada indicating their agreement to an adjournment.

QUESTION PERIOD

The Chairperson inquired whether the creditors present had any comments or questions.

Me Geneviève Cloutier, of Gowling WLG, asked whether the parties were confident that the outstanding issues, particularly with the tax authorities, would be resolved by February 26, 2026, or whether a further delay might be required. The Chairperson explained that discussions with the tax authorities were progressing and that the required information was expected to be available by the end of February. While a short additional extension might be possible, the proposed adjournment was considered a reasonable time frame. With respect to financing, it was noted that timelines are inherently uncertain, but the adjournment would allow for greater clarity before proceeding.

Mr. Raoul Gnikpo from Revenu Québec asked for the number of creditors that have filed proven claims and the total votes. The Chairperson confirmed that, as of the start of the meeting, approximately $14 million in unsecured claims, approximately $50,000 in secured claims, and approximately $67,000 in preferred claims have been filed. Based on the votes received to date, the proposal would meet the required statutory majority if voted upon at that time.

Mr. Shamwil Ahmed asked about the benefits of the proposal for former employees, particularly in light of potential eligibility for the *Wage Earner Protection Program* ("**WEPP**"). It was explained that eligibility for WEPP is determined by Service Canada and depends on individual circumstances. While the proposal provides a modest dividend to unsecured creditors, some former employees may receive greater recovery in a bankruptcy scenario, whereas current employees benefit from the continuation of employment. The outcome therefore varies depending on individual circumstances.

Ms. Hélène Constant from CNESST asked to clarify paragraph 38(c) of the Trustee's Report with respect to the amended proposal. Ms. Constant wanted to confirm that the employees will continue their employment with the purchaser, namely the numbered company 9538-5613 Québec Inc., which is owned by Mr. Vienneau. The Chairperson responded to his knowledge, that not all employees would continue to be employed by the purchaser, it was understood that the employees who are currently working, will continue to work for the purchaser. There were other employees who were terminated before the start of the proceedings. Ms. Constant wanted to advise the employees that are currently working to proceed with opening a file with the CNESST.

Questions were also raised regarding whether the amended proposal would be further amended. It was clarified that the Company may amend the proposal to potentially include proceeds from contemplated litigation against its former auditors, which could enhance the recovery for creditors. Additionally, it was noted that Canada Revenue Agency may require a further amendment to clarify the treatment of source deductions (DAS). Any such amendments would be addressed in due course. A formal vote would be held once the proposal is finalized.

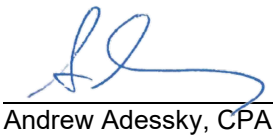
Mr. Guido Vitale asked whether creditors would be required to vote again if amendments were made to improve the proposal. It was explained that if the meeting were adjourned, a formal vote would be held at the reconvened meeting, allowing all creditors an opportunity to vote on the final proposal.

Veronique Pagé from CRA advised that a proof of claim was filed in regards to section 60(1.1) and that the amount on the proposal must be the same amount as the proof of claim and that the Company cannot take into account any potential credits that may be filed by the Company.

The Chairperson then asked whether there were any objections to the proposed adjournment. No objections were raised. Accordingly, the adjournment was deemed approved by the creditors present, and it was confirmed that a notice would be issued to convene the next meeting on February 26, 2026, at 11:00 a.m.

Raoul Gnikpo of Revenu Québec indicated that this adjournment was granted as a final extension. He stated that the necessary steps must be taken to obtain a clear interpretation regarding the section 60(1.1) payment, as previously referenced by the Canada Revenue Agency. This requirement is the reason the extension was granted. If this is not completed by February 26th, Revenu Québec will take the necessary measures, even if the proposal has been accepted.

The Chairperson inquired whether anyone present had any further questions or other matters of business to discuss. The Chairperson also asked if any of the creditors present objected to the adjournment of the meeting. There being no further questions or other matters to attend to, the meeting was adjourned by the Chairperson at approximately 11:25 a.m.



Andrew Adessky, CPA, CIRP, LIT

Appendices: ☑ Attendance list

Mobi724 Global Solutions Inc.
Attendance register for Meeting of Creditors
on December 11, 2025 @ 11:00 AM

Name	Company	email
Andrew Adessky	Richter Inc.	aadessky@richter.ca;
Shawn Travitsky	Richter Inc.	stravitsky@richter.ca;
Carol O'Donnell	Richter Inc.	codonnell@richter.ca;
Pascale Lareau	Richter Inc.	plareau@richter.ca;
Neil Stein	Stein & Stein	nstein@steinandstein.com;
Marcel Vienneau	Mobi724 Global Solutions Inc.	marcel.vienneau@mobi724.com;
Sylvain Rigaud		srigaud@rlegal.ca;
Louis-david Julien	BDC Capital Inc.	louis-david.julien@bdc.ca;
Hélène Constant	CNESST	helene.constant@cnesst.gouv.qc.ca;
Lesley Anne Alano	Computershare	lesleyanne.alano@computershare.com;
Veronique Pagé	CRA	Veronique.Page@cra-arc.gc.ca;
Nuradeen S. Mohammed	Mobi724 Global Solutions Inc.	nsheikhmohammed01@gmail.com;
David-Lee Beauchemin	Mobi724 Global Solutions Inc.	david.beauchemin@mobi724.com;
Shamwilu Ahmed	Mobi724 Global Solutions Inc.	shamwilu.ahmed@mail.mcgill.ca;
Serge Arseneault	Mobi724 Global Solutions Inc.	serge.arseneault@mobi724.com;
Jean-Francois Boudreault	Mobi724 Global Solutions Inc.	jean-francois.boudreault@mobi724.com;
Pedro Henrique Cerqueira Estanislau	Mobi724 Global Solutions Inc.	pedro.estanislau@mobi724.com;
Francisco Focaraccio	Mobi724 Global Solutions Inc.	francisco.focaraccio@mobi724.com;
Jacques Côté	Mobi724 Global Solutions Inc.	jcotecma@hotmail.com;
Pablo Mariani	Mobi724 Global Solutions Inc.	Pablo.mariani@me.com;
Genevieve Cloutier	Gowling WLG for Bernard Pouliot	Genevieve.Cloutier@gowlingwlg.com;
Guido Abade	Guido Abade consultant	guidoabade@gmail.com;
Guillermo Martin Ananos	Guido Nicolas Vitale Rexach	estudio@gmalegales.com.ar; guido.n.vitale@gmail.com;
Johnny Hawa	Hanna Johnny Hawa	johnnyhawa@gmail.com;
Marc DiMaria	Investissement Québec	Marc.DiMaria@invest-quebec.com;
Raoul Gnikpo	Ministre du Revenu	raoul.gnikpo@revenuquebec.ca;
André Langevin	Sherweb	alangevin@sherweb.com;
Jared Wolk	Vesta Wealth Partners Ltd	jared.w@vestawp.com
Andres Zunino	ZirconTech (Codly SA)	andres@zircon.tech;
Julie Dallalian	Developpement économique Canada	julie.dallalian@dec-ced.gc.ca;

Pièce H

C A N A D A
Province of Québec
District of Québec
Division No. 01-Montréal
Court No. 500-11-065571-255
Estate No. 41-3214502

S U P E R I O R C O U R T
(Commercial Division)
Bankruptcy and Insolvency Act

In the Matter of the Proposal of
Mobi724 Global Solutions Inc.
Debtor

-and-

Richter Inc.
Licensed Insolvency Trustee

Minutes of the Third Meeting of Creditors held by virtue of section 102(1) of the *Bankruptcy and Insolvency Act*

On:	February 26, 2026 at 11:00 a.m.
At:	Videoconference with Microsoft Teams
Chaired by:	Andrew Adessky, CPA, CIRP, LIT

ATTENDANCE

The attendance was recorded as per the attached attendance list (the "**Attendees**").

The Chairperson informed the Attendees that he will be chairing the meeting (the "**Chairperson**").

QUORUM

The Chairperson confirmed to the Attendees that there is Quorum and declared that the meeting is duly constituted.

The Chairperson called the meeting to order at approximately 11:00 a.m.

Purpose of the Meeting

The Chairperson presented the re-amended Proposal ("**Proposal**") and reviewed the changes to the Proposal.

QUESTION PERIOD

The Chairperson inquired whether the creditors present had any comments or questions.

Ms. Veronique Pagé from the Canada Revenue Agency ("**CRA**") has advised that it is in agreement with the Proposal, however, it requires proof of payment for the outstanding post-filing amounts before the Proposal can be ratified by the Court.

Ms. Véronique Arbour from Revenu Québec has advised that it agrees with the CRA and likewise requires proof of payment for the outstanding post-filing amounts before the Proposal can be ratified by the Court.

The Chairperson advised all the attendees that all post filing amounts owed to CRA and Revenu Québec as well as professional fees will need to be paid before ratification of the Proposal

Me Geneviève Cloutier of Gowling WLG requested the amounts of the proofs of claim filed by the CRA and Revenu Québec.

The Chairperson responded that CRA filed a proof of claim in the amount of $598,803.25 and Revenu Québec filed a proof of claim in the amount of $664,416.44.

The Chairperson inquired whether anyone present had any further questions or other matters of business to discuss. There being no further question the Chairperson advised that we would proceed to the vote. The votes were calculated and the results were as follows:

Vote Results	No. of Creditors	%	Value of Claims ($)	%
In Favour	11	84.62	$6,920,702.52	95.86
Against	2	15.38	298,660.23	4.14
Total	**13**	**100.00**	**$7,219,362.75**	**100.00**

The chairperson confirmed to the creditors that the proposal of Mobi724 Global Solutions Inc. has been accepted.

A copy of the Voting Summary is attached hereto as Appendix “B”.

COURT APPROVAL OF THE PROPOSAL

The Chairperson advised the Attendees that, in accordance with the BIA, the Proposal Trustee would be making an application to the Court for Court approval of the Proposal within 5 days of the Proposal’s acceptance.

APPOINTMENT OF INSPECTORS

The Chairperson advised the Attendees of the role of inspectors in the administration of that the proposal of Mobi724 Global Solutions Inc. and inquired if there were any individuals willing to act in this capacity. The following individuals expressed their desire to act as inspectors:

Véronique Page from CRA
Raoul Gnikpo from Revenu Québec

The Chairperson asked if any other individuals, in addition to the people named above, wished to be an inspector. None of the other Attendees expressed an interest in acting as an inspector.

There being no objections to the above list of potential inspectors, the motion to appoint the abovenamed individuals as inspectors were carried unanimously.

ADJOURNMENT

There being no further business, it was unanimously resolved that the meeting be adjourned. The meeting was adjourned by the Chairperson at approximately 11:20 a.m.



Andrew Adessky, CPA, CIRP, LIT

Appendix A: ☑ Attendance list
Appendix B: ☑ Voting Summary

Mobi724 Global Solutions Inc.
Attendance List for Meeting of Creditors on
February 26, 2026 @ 11:00 AM

Name	Company	email
Andrew Adessky	Richter Inc.	aadessky@richter.ca;
Shawn Travitsky	Richter Inc.	stravitsky@richter.ca;
William Lizotte	Richter Inc.	wlizotte@richter.ca;
Carol O'Donnell	Richter Inc.	codonnell@richter.ca;
Pascale Lareau	Richter Inc.	plareau@richter.ca;
Neil Stein	Stein & Stein	nstein@steinandstein.com;
Marcel Vienneau	Mobi724 Global Solutions Inc.	marcel.vienneau@mobi724.com;
Louis-david Julien	BDC Capital Inc.	louis-david.julien@bdc.ca;
Hélène Constant	CNESST	helene.constant@cnesst.gouv.qc.ca;
Véronique Pagé	CRA	Veronique.Page@cra-arc.gc.ca;
Nuradeen S. Mohammed	Mobi724 Global Solutions Inc.	nsheikhmohammed01@gmail.com;
Allen Rosenhek	Mobi724 Global Solutions Inc.	rosenhek@gmail.com;
David-Lee Beauchemin	Mobi724 Global Solutions Inc.	david.beauchemin@mobi724.com;
Serge Arseneault	Mobi724 Global Solutions Inc.	serge.arseneault@mobi724.com;
Jean-Francois Boudreault	Mobi724 Global Solutions Inc.	jean-francois.boudreault@mobi724.com
Julio Coy	Mobi724 Global Solutions Inc.	julio.coy@gmail.com;
Francisco Focaraccio	Mobi724 Global Solutions Inc.	francisco.focaraccio@mobi724.com;
Jacques Côté	Mobi724 Global Solutions Inc.	jcotecma@hotmail.com;
Genevieve Cloutier	Gowling WLG for Bernard Pouliot	Genevieve.Cloutier@gowlingwlg.com;
Guillermo Martin Ananos	Guido Nicolas Vitale Rexach	estudio@gmalegales.com.ar;
Guido Vitale	Guido Nicolas Vitale Rexach	_guido.n.vitale@gmail.com;
Johnny Hawa	Hanna Johnny Hawa	johnnyhawa@gmail.com;
Marc DiMaria	Investissement Québec	Marc.DiMaria@invest-quebec.com;
Véronique Arbour	Ministre du Revenu	Veronique.Arbour@revenuquebec.ca;
Pascal Leblanc	P. Boy Solutions	pascal.leblanc@mantle.technology
Charles Berthommier	Quum Comunicacion	charles@quum.com
André Langevin	Sherweb	alangevin@sherweb.com;
Julie Dallalian	Developpement économique Canada	julie.dallalian@dec-ced.gc.ca;
Daniel Tardif	Cyberpro Stratégie Conseil Inc.	dtardif@cyberpro.ca;
Me Se-Ling Duong	Rigaud Léal Inc.	sduong@rlegal.ca;

District of Quebec
Division No. 01 - Montréal
Court No. 500-11-065571-255
Estate No. 41-3214502

Voting Summary

In the Matter of the Proposal of
Mobi724 Global Solutions Inc.
of the City of Montréal
in the Province of Québec

Insolvency Date: 22-Oct-2025
Estate Number: 41-3214502

Result of Voting

	Total #			Dollar Value of Claims		Percentage by Votes		Percentage by Value		Result	
Class	*Votes*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*By Votes*	*ByValue*
	13	11	2	6,920,702.52	298,660.23	84.62	15.38	95.86	4.14	App.	App.

List of creditors

Class	*Creditor Name*	*Type*	*Account #*	*$ Admitted for Voting*	*Voted By*	*Vote*
	BERNARD POULIOT	U		1,106,527.88	Letter	For
	CARLOS MORALES HASSANILLE	U		123,000.00	Letter	Against
	DAVID-LEE BEAUCHEMIN	U/P		277,408.38	In Person	For
	FIDELITY TRUE NORTH FUND	U		4,772,663.00	Letter	For
	GUIDO NICHOLAS VITALE REXACH *	U		46,032.84	Letter	For
	HANNA JOHNNY HAWA	U		175,660.23	Letter	Against
	JACQUES CÔTÉ	U		185,500.00	In Person	For
	JEAN-FRANCOIS BOUDREAULT (EXPENSES)	U/P		11,666.66	In Person	For
	OSCAR LABBÉ CPA	U		23,650.37	Letter	For
	QUUM COMUNICACION	U		6,417.14	Letter	For
	SERGE ARSENEAULT	U/P		20,465.36	Letter	For
	STÉPHANE BOISVERT	U		220,000.00	Letter	For
	VESTA WEALTH PARTNERS LTD	U		250,370.89	Letter	For

* Some or all of secured amount shown has been excluded from voting

Pièce I

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STRICTLY CONFIDENTIAL

OFFERING
OF A NON-SECURED CONVERTIBLE DEBENTURE

QUALIFIED INVESTORS ONLY
(See note below)

This document is intended solely for qualified investors who qualify under Regulation 45-106 respecting prospectus and registration exemptions. No securities authority has either received this document or any document concerning the Issuer or rendered an opinion concerning the quality of the securities subject to these presents. **An investment in the securities of the Issuer covered by these presents includes the risks inherent in this type of private investment.**

The Issuer:	9538-5613 Québec Inc. (the "**Issuer**").
The Purchaser:	**Teknika AAC Solutions LLP** (the "**Purchaser**" or "**Holder**") having a principal place of business situated at 27 OLD GLOUCESTER STREET, LONDON, WC1N 3AX, UNITED KINGDOM
Issuer Business:	The Issuer is a private issuer. The Issuer, through its fintech platform, enables banks and merchants the ability to offer their clients real-time payment card-linked incentives in a white-label format. The Issuer's objective is to add a layer of AI-enhanced actionable intelligence to every payment transaction, creating engaging consumer experiences and generating incremental commercial opportunities for its clients ("**Business**").

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Offering:

The offering consists of an aggregate amount of **$1M USD** subject to the Issuer's right to increase the size of the Offering at its sole discretion (the "Offering"). The Issuer may increase the Offering up to a maximum aggregate of **$1,500,000 USD**, subject to approval by the Board of Directors.

Purchase of Securities:

The "Purchased Securities" are unsecured convertible debentures ("**Debenture(s)**") convertible into common shares ("Shares") of the Issuer. The Debentures shall be convertible into common shares ("**Common Shares**") of the Issuer.

Interest:

The Debenture(s) will bear interest at a rate of 12% per annum (the "Interest") payable at maturity in cash or Common Shares, at the option of the Holder. Interest shall not be compounded.

Maturity Date:

The Debenture(s) will mature on the earliest of the following events: (i) 9 months from issuance and (ii) on the occurrence of a Qualified Financing (the "**Maturity Date**").

Conversion (Principal/Interest):

At the Maturity Date, the Capital and Interest shall be converted into Common Shares, at the option of the Holder into the number of Common Shares computed on the basis of the principal and interest amount of the Debentures divided by the Conversion Price calculated on a fully diluted basis. If the Issuer closes a Qualified Financing at any time on or prior to the Maturity Date.

Conversion Price

Conversion (if Qualified Financing): If the Issuer closes a Qualified Financing on or prior to the Maturity Date, then the Holder may elect to convert the Debenture into common shares of the Issuer. If converted, the Conversion price shall be the lesser of:

a) A **30% discount** to the price per Common Share paid by investors in the Qualified Financing; and

b) The price per Common Share implied by a **$30,000,000 Valuation Cap**, calculated by dividing $30,000,000 by the fully diluted share count immediately prior to closing.

If the Conversion Price is determined by the an independent valuator or using the Valuation Cap then the conversion price

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means the price per Common Share obtained by dividing valuation obtained by the independent evaluator or the Valuation Cap by the number of issued and outstanding Common Shares calculated on a fully diluted basis immediately before the Maturity Date excluding the debentures issued in this round.

Qualified Financing

"**Qualified Financing"** means the next sale and issuance of common shares of the Corporation to investors in a bona fide equity financing transaction resulting in gross proceeds to the Company of not less than $5,000,000 CAD ($3.68M USD) (excluding the conversion of these debentures (notes) and any other convertible securities, with the principal purpose of raising capital.

Fully Diluted Basis

For purposes of calculating the Conversion Price, "**Fully Diluted Basis"** shall include:

- All issued and outstanding Common Shares
- All outstanding Restricted Share Units "RSU", and other rights to acquire Common Shares
- All securities convertible into Common Shares
- Any reserved but unissued RSU

The debentures being issued in this round are expressly excluded from the calculation Fully Diluted Basis.

Change of Control

In the event of a Change of Control of the Issuer before conversion, each holder shall have the option to:

(a) receive repayment of principal and accrued interest;

or

(b) convert the Debentures at the lesser of:

- a 30% discount to the effective price per share implied by the transaction; or
- the Valuation Cap.

"**Change of Control**" shall mean the occurrence of any of the following: (i) the acquisition by any person or group of persons acting jointly or in concert, of beneficial ownership, directly or indirectly, of more than 50% of the voting securities of the Issuer; (ii) any merger, amalgamation, consolidation, or similar transaction involving the Issuer in which the holders of the Issuer's outstanding voting securities immediately prior to such

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transaction hold less than 50% of the voting securities of the surviving or resulting entity; or (iii) the sale, lease, transfer, or other disposition of all or substantially all of the assets of the Issuer in one transaction or a series of related transactions.

Payment by Anticipation: The Issuer shall have the right to repay the capital and interest accrued thereon at any time before the Maturity Date without penalty.

Use of proceeds: The proceeds shall be used for working capital.

Exemptions: The Offering will be made in accordance with the available private issuer exemption pursuant to National Instrument 45-106 Prospectus and Registration Exemptions ("**NI 45-106**");

Closing Date: On or before August 18, 2026, or such other date as may be determined by the Issuer (the "**Closing Date**"). Time is of the essence.

Expenses: The Issuer and the Holder will each bear their own legal and other expenses with respect to the transaction.

Documentation: Subscription agreement (Convertible Debentures), Convertible Debenture agreement and Debenture certificate issued by Issuer to the Holder(s) on the Closing Date. Delivery of a certificate of the Secretary of the Company on the Closing Date certifying (a) the Certificate of Incorporation and Bylaws of the Company, (b) the resolutions of the Board of Directors of the Company approving this term sheet, the Purchased Securities and the transactions contemplated hereby and thereby, (c) the incumbency and authority of the officers of the Company executing the subscription agreement, the Convertible Debenture agreement and the Debenture certificate.

NON-BINDING EXCEPT FOR CONFIDENTIALITY AND GOVERNING LAW PROVISIONS, THIS TERM SHEET IS NON-BINDING AND SUBJECT TO EXECUTION OF DEFINITIVE AGREEMENTS.

Governing Law: This Term Sheet will be governed by the laws of the Province of Quebec and Canada applicable therein, without regard to its principles regarding conflict of laws. The subscription agreements and all documents relating thereto shall be governed by the laws of the Province of Quebec and Canada

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applicable therein, without regard to its principles regarding conflict of laws.

AND THE PARTIES HAVE ACCEPTED THE TERMS SET OUT ABOVE:

Signed by:
63E092CF9C09495...

Teknika AAC Solutions LLP
Per: Jeff Parsons - President
Date: 7/22/2026

DocuSigned by:
5AD827A92DD04D9...

9538-5613 Québec Inc
Per: Marcel Vienneau
Date : 7/22/2026

Pièce J

Docusign Envelope ID: D14E7AD2-E301-87A1-807A-3A7D6868AF55

PROMISSORY NOTE

(Secured — Second-Ranking Security on Intellectual Property — Non-Convertible)

Principal Amount: USD $1,000,000.00 **Montréal, Québec**

Interest Rate: 12% per annum (simple) **Dated: 8/25/2026, 2026**

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1. Principal and Interest. FOR VALUE RECEIVED, the undersigned, 9538-5613 QUÉBEC INC., a legal person duly constituted under the Business Corporations Act (Québec), having its principal place of business situated at [ADDRESS OF BORROWER], Montréal, Québec, Canada (the "Borrower"), hereby unconditionally promises to pay to, or to the order of, TEKNIKA AAC SOLUTIONS LLP, a limited liability partnership registered in England and Wales under number [REGISTRATION NO.], having its principal place of business situated at 27 Old Gloucester Street, London, WC1N 3AX, United Kingdom (the "Lender"):

(a) the aggregate principal sum of ONE MILLION UNITED STATES DOLLARS (USD $1,000,000.00), or such lesser amount as has actually been advanced by the Lender to the Borrower and remains outstanding from time to time (the "Principal"); and

(b) Interest on the Principal, calculated and payable as set out in Section 3,

the whole in accordance with, and subject to, the terms and conditions set out below. This Note is secured by a second-ranking security granted by the Borrower over the Charged IP, as provided in Section 9. This Note is not convertible into, and confers no right to acquire, any share or other security of the Borrower.

2. Advances. The Lender irrevocably and unconditionally commits to advance the Principal to the Borrower in two (2) tranches, as follows:

(a) Tranche 1 — SEVEN HUNDRED THOUSAND UNITED STATES DOLLARS (USD $700,000.00), to be advanced no later than five (5) Business Days following the date of execution of this Note by both parties. The date on which Tranche 1 is actually received by the Borrower in immediately available funds is the "First Advance Date"; and

(b) Tranche 2 — THREE HUNDRED THOUSAND UNITED STATES DOLLARS (USD $300,000.00), to be advanced no later than ninety (90) days following the First Advance Date.

Each advance shall be made in United States dollars in immediately available funds to the account designated in Section 5, without set-off, deduction, discount, fee, commission or charge of any nature (including, without limitation, any fee, commission, charge or disbursement of the Paymaster), original issue discount, retention or holdback of any nature whatsoever, such that the Borrower receives the full face amount of each tranche.

Each advance shall be transmitted through the Paymaster in accordance with Section 5. Notwithstanding any payment, transfer or delivery of funds by the Lender to or for the account of the Paymaster, no advance shall be deemed to have been made, no Principal shall be deemed to be outstanding, and no Interest shall begin to accrue, until the relevant amount has actually been received by the Borrower in immediately available funds in the Borrower's own account. All risk of loss, delay, misapplication, freezing, seizure or non-remittance of funds while held by, or in transit through, the Paymaster is borne solely by the Lender.

The Lender's obligation to advance Tranche 2 is subject only to the following conditions: (i) no Event of Default shall have occurred and be continuing on the scheduled advance date; and (ii) the representations and warranties of the Borrower set out in Section 4 shall be true and correct in all material respects on the

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scheduled advance date. For greater certainty, the Lender's funding obligations under this Section 2 are not subject to any material adverse change, market condition, due diligence, financing, approval or discretionary condition of any kind.

Failure by the Lender to advance either tranche on the date required shall, at the option of the Borrower exercised by written notice, (x) entitle the Borrower to terminate the Lender's remaining commitment without prejudice to any other remedy, and (y) reduce the Principal to the amount actually advanced.

3. **Interest — Fixed Rate.** Interest shall accrue on each tranche of the Principal from and including the date on which such tranche is actually received by the Borrower, on the unpaid portion of the Principal outstanding from time to time, at the fixed, simple, non-compounding rate of TWELVE PERCENT (12%) per annum, calculated on the basis of the actual number of days elapsed divided by 365 (or 366 in a leap year), as well after as before the Maturity Date and both before and after default and judgment (the "Interest").

Interest shall not be compounded and shall not be capitalized. All accrued and unpaid Interest shall be payable in full, in cash, in United States dollars, on the Maturity Date and not before. For the purposes of the Interest Act (Canada), the annual rate of interest to which the rate stipulated herein is equivalent is 12% per annum. Nothing in this Note shall require the Borrower to pay interest at a rate exceeding the maximum rate permitted by section 347 of the Criminal Code (Canada), and any excess shall be credited to the Principal or refunded.

4. **Representations and Warranties of the Borrower.** The Borrower represents and warrants to the Lender, as at the date of this Note and as at each advance date, that: (a) it is duly constituted and validly existing under the laws of Québec and has the corporate power and authority to execute, deliver and perform this Note; (b) the execution, delivery and performance of this Note have been duly authorized by all necessary corporate action and this Note constitutes a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms; (c) such execution, delivery and performance do not conflict with its constating documents or any material agreement or judgment binding on it; (d) there is no litigation pending or, to its knowledge, threatened against it that would reasonably be expected to have a material adverse effect on its ability to perform this Note; and (e) it is the sole legal and beneficial owner of the Charged IP, free and clear of all hypothecs, security interests, charges and encumbrances other than the Senior Security.

5. **Disbursement Instructions and Paymaster.** "Paymaster" means GROTH LAW FIRM, LTD., of Brooklyn Park, Minnesota 55443, United States of America, acting through its account maintained with JPMorgan Chase Bank, N.A., retained and remunerated by the Lender to act as paymaster in connection with the advances contemplated by this Note. The Borrower is not a party to, and assumes no obligation, liability or cost under, any engagement letter, retainer or paymaster agreement between the Lender and the Paymaster. All fees, costs, commissions and expenses of the Paymaster are for the sole account of the Lender. Each advance of the Principal shall be wired to the following account, or to such other account as the Borrower may designate in writing not less than two (2) Business Days before the relevant advance date:

Beneficiary name:	9538-5613 QUÉBEC INC.
Bank:	Scotiabank
Bank / Institution no.:	002
Transit no.:	23481
Account no. (USD):	0081418
SWIFT / BIC:	NOSCCATT

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The Borrower shall have no obligation to enter into any agreement with the Paymaster, to provide the Paymaster with any documentation other than customary identification of the Borrower for anti-money-laundering purposes, or to pay the Paymaster any amount whatsoever. All repayments by the Borrower under this Note shall be made directly to the Lender and not to or through the Paymaster, unless the Lender directs otherwise in writing pursuant to Section 19, in which case payment made in accordance with such direction shall discharge the Borrower to the extent of the amount so paid.

6. Repayment and Maturity Date. Subject to the terms hereof, the Principal, together with all accrued and unpaid Interest thereon, shall become due and shall be paid in full, in cash, in United States dollars, on the earliest to occur of the following (the "Maturity Date"):

(a) the date that is twelve (12) months after the First Advance Date;

(b) the closing date of a Qualified Financing;

(c) the closing date of a Change of Control; and

(d) the date on which the Principal becomes due and payable by acceleration pursuant to Section 11.

"Qualified Financing" means the closing by the Borrower (or by any subsidiary of the Borrower, or by any parent or affiliate of the Borrower where the proceeds are made available to the Borrower) of any one financing transaction, or any series of related financing transactions, whether by way of debt (including, without limitation, the SBL Facility, any senior or asset-based credit facility, any term loan or any bond or note issuance), equity, convertible or hybrid securities, royalty or revenue-based financing, or any combination thereof, yielding aggregate gross proceeds of not less than USD $1,000,000 [THRESHOLD TO CONFIRM].

"SBL Facility" means [DESCRIBE PRECISELY — e.g. the senior business loan / standby letter of credit facility currently being negotiated by the Borrower with [LENDER NAME]].

"Change of Control" means (i) the acquisition by any person or group acting jointly or in concert of beneficial ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of the Borrower; (ii) any merger, amalgamation, arrangement or consolidation involving the Borrower in which the holders of the Borrower's outstanding voting securities immediately prior to such transaction hold less than fifty percent (50%) of the voting securities of the surviving or resulting entity; or (iii) the sale, lease, transfer or other disposition of all or substantially all of the assets of the Borrower in one transaction or a series of related transactions.

The Borrower shall give the Lender not less than five (5) Business Days' prior written notice of the anticipated closing of a Qualified Financing or a Change of Control, and shall irrevocably direct that one hundred percent (100%) of the Principal then outstanding together with all accrued and unpaid Interest be paid to the Lender out of the proceeds of such transaction, concurrently with and as a condition of the closing thereof.

7. Prepayment. At any time and from time to time the Borrower may prepay all or any portion of the Principal, together with Interest accrued thereon to the date of prepayment, without notice, bonus or penalty of any kind. Any such prepayment shall be applied in accordance with Section 8.

[OPTIONAL / FOR NEGOTIATION — minimum yield: "Notwithstanding the foregoing, if the Borrower repays or prepays all or part of the Principal on or before the date that is three (3) months after the First Advance Date, the Lender shall nonetheless be entitled to receive three (3) months' Interest on the amount so repaid." Delete this bracket if no minimum-interest / make-whole is agreed.]

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8. **Application of Payments.** Any amount paid in satisfaction of the indebtedness evidenced by this Note shall be applied firstly in satisfaction of any accrued and unpaid Interest which is then due and payable, and the remaining portion of such amount shall then be applied in satisfaction of the Principal outstanding hereunder.

9. **Ranking and Security.** This Note is a secured direct obligation of the Borrower secured as set out in this Section 9. No personal guarantee is given by any director, officer or shareholder of the Borrower.

As continuing collateral security for the payment and performance of all present and future obligations of the Borrower under this Note, the Borrower hereby grants to the Lender a security interest and, to the extent governed by the laws of the Province of Québec, a conventional hypothec without delivery, over the universality of the Borrower's present and future intellectual property, including all patents and patent applications, trademarks and trademark applications, trade names, copyrights, industrial designs, trade secrets, software, source code, databases and know-how, together with all licences, royalties, proceeds, indemnities and rights of action relating thereto (collectively, the "Charged IP"), for an amount of ONE MILLION TWO HUNDRED THOUSAND UNITED STATES DOLLARS (USD $1,200,000.00), with interest thereon at the rate of twenty percent (20%) per annum.

The security granted under this Section 9 ranks, and shall at all times rank, in SECOND RANK and priority, immediately after and subject to the security, hypothecs and charges held over the Charged IP by [NAME OF FIRST-RANKING SECURED LENDER] (the "Senior Security"), and ahead of all other security over the Charged IP. The Lender acknowledges the first-ranking priority of the Senior Security and agrees that its recourses against the Charged IP are subordinate to and shall not be exercised in a manner inconsistent with, the rights of the holder of the Senior Security.

The parties shall execute and deliver such further deeds of hypothec, security agreements, financing statements and registrations as are reasonably necessary to create, perfect, record and maintain the second-ranking security contemplated hereby, including registration at the Register of Personal and Movable Real Rights (RDPRM) in Québec and, where applicable, recordable with the Canadian Intellectual Property Office and the United States Patent and Trademark Office. The reasonable costs of such registrations shall be borne by [THE LENDER / THE BORROWER — TO CONFIRM]. Upon payment in full of all amounts owing under this Note, the Lender shall, at the Borrower's cost, promptly execute and register all discharges and releases required to release the Charged IP.

The Lender agrees that, upon the written request of the Borrower, it shall promptly execute and deliver a commercially reasonable postponement, subordination and standstill agreement in favour of any provider of the SBL Facility or of any other senior credit facility of the Borrower, provided that such agreement does not reduce the Principal or the Interest rate, does not extend the Maturity Date beyond the date set out in Section 6(a), and preserves the Lender's right to be repaid out of the proceeds of a Qualified Financing to the extent permitted by such senior lender, it being understood that the Lender shall retain its rank immediately following the Senior Security and the security granted in respect of the SBL Facility.

10. **Covenants.** So long as any amount remains outstanding hereunder, the Borrower shall: (a) apply the proceeds of the advances to working capital and general corporate purposes; (b) maintain its corporate existence and remain in good standing; (c) promptly notify the Lender in writing of the occurrence of any Event of Default; (d) upon the Lender's written request, provide the Lender with its most recent internally prepared financial statements, not more than twice per fiscal year; (e) not grant any security interest, hypothec or charge over all or substantially all of its assets or over the Charged IP in favour of any person other than (i) the holder of the Senior Security and any replacement or refinancing thereof, (ii) the provider of the SBL Facility or of any other senior credit facility, (iii) purchase-money security interests and capital leases incurred in the ordinary

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course, and (iv) liens arising by operation of law, without the prior written consent of the Lender, such consent not to be unreasonably withheld or delayed; and (f) not sell, assign, transfer, exclusively licence or otherwise dispose of any material part of the Charged IP outside the ordinary course of business without the prior written consent of the Lender, such consent not to be unreasonably withheld or delayed.

11. Events of Default and Acceleration. Each of the following constitutes an "Event of Default": (a) failure by the Borrower to pay any amount due hereunder within five (5) Business Days of the date on which it is due; (b) failure by the Borrower to perform any other material covenant hereunder, which failure remains unremedied for fifteen (15) Business Days after written notice from the Lender; (c) any representation or warranty made by the Borrower herein proving to have been materially incorrect when made; (d) the Borrower becoming insolvent or bankrupt, making a proposal or assignment for the benefit of creditors, filing or becoming subject to proceedings under the Bankruptcy and Insolvency Act (Canada) or the Companies' Creditors Arrangement Act (Canada), or a receiver, trustee or liquidator being appointed over all or substantially all of its property and such appointment not being discharged within thirty (30) days; or (e) the Borrower ceasing to carry on its business; or (f) the holder of the Senior Security taking steps to realize upon or enforce the Senior Security against all or a material part of the Charged IP.

Upon the occurrence and during the continuance of an Event of Default, the entire unpaid balance of the Principal and all accrued and unpaid Interest shall, at the option of the Lender exercised by written notice to the Borrower, become immediately due and payable. From and after the occurrence of an Event of Default, and for so long as it continues, all overdue amounts shall bear interest at the rate of [SIXTEEN PERCENT (16%)] per annum, simple and non-compounding, in lieu of the rate set out in Section 3.

12. Taxes and Withholding. All payments made by the Borrower hereunder shall be made free and clear of, and without deduction or withholding for, any present or future taxes, unless such deduction or withholding is required by applicable law. The Lender represents and warrants that it deals at arm's length with the Borrower for the purposes of the Income Tax Act (Canada) and that the Interest payable hereunder is not "participating debt interest" as defined therein, with the result that no Canadian withholding tax is exigible on the Interest. If the Borrower is nonetheless required by law to deduct or withhold any amount in respect of Interest, the Borrower shall be entitled to make such deduction and to remit the amount so deducted to the relevant authority, and (i) the Borrower shall gross up the payment so that the Lender receives the amount it would have received absent such deduction, except that (ii) no such gross-up shall be payable where the withholding arises as a result of the Lender ceasing to deal at arm's length with the Borrower, of any assignment or participation by the Lender, or of any failure by the Lender to provide documentation reasonably requested by the Borrower.

13. Judgment Currency. Every monetary amount referred to herein is expressed in, and shall be payable in, lawful money of the United States of America. The obligation of the Borrower hereunder to make payments in United States dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any other currency except to the extent to which such tender or recovery results in the effective receipt by the Lender of the full amount in United States dollars so payable hereunder, and accordingly the obligation of the Borrower shall be enforceable as an alternative or additional cause of action for the purpose of recovery in United States dollars of the amount (if any) by which such effective receipt falls short of the full amount so payable hereunder, and shall not be affected by any judgment being obtained for any other sums due hereunder.

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14. **Judgment Interest.** In the event that the Lender obtains judgment on this Note or in respect of any amount owing hereunder, Interest at the applicable rate provided herein, calculated annually and not in advance, shall be payable on the amount outstanding under such judgment from time to time.

15. **Non-Waiver.** The extension of the time for making any payment which is due and payable hereunder at any time or times, or the failure, delay or omission on the part of the Lender to exercise or enforce any of its rights or remedies hereunder, shall not constitute a waiver of the right of the Lender to enforce such rights and remedies thereafter.

16. **Notices and Demands.** Any demand or notice to be made or given in connection with this Note shall be in writing and shall be personally delivered to an officer or responsible representative of the Borrower or of the Lender, or sent by email, at or to the address or email address set out on the signature page hereof, or to such other address or email address as either party may from time to time designate to the other in accordance with this provision. Any demand or notice personally delivered shall be deemed to have been validly and effectively given on the date of delivery if such date is a Business Day and delivery was made during normal business hours of the recipient, failing which on the next following Business Day. Any demand or notice transmitted by email shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and transmission was made during normal business hours of the recipient, failing which on the next following Business Day.

17. **Amendments.** No amendment, modification or waiver of any provision of this Note, and no consent to any departure by the Borrower from any provision of this Note, is in any event effective unless agreed in writing and signed by both the Lender and the Borrower.

18. **Assignment.** This Note may not be negotiated, assigned, transferred, discounted, pledged or hypothecated by the Lender without the prior written consent of the Borrower. The Borrower may not assign its obligations hereunder without the prior written consent of the Lender.

19. **Compliance with Directions.** Subject to Section 18, the Lender may direct the Borrower to make any payment which is due and payable hereunder to any person, and the Borrower shall comply with such direction. The Borrower shall, upon the written demand of the Lender, confirm to any third party specified by the Lender that such direction has been received, the amount then outstanding, and that the Borrower has not been directed to make payments hereunder to any other person.

20. **Entire Agreement; Term Sheet Superseded.** This Note constitutes the entire agreement between the parties with respect to the loan evidenced hereby and supersedes and replaces, in its entirety, the term sheet entitled "Offering of a Non-Secured Convertible Debenture" between the Borrower (as Issuer) and the Lender (as Purchaser) executed on July 22, 2026 (the "Term Sheet"). The parties acknowledge and agree that no convertible debenture, subscription agreement or debenture certificate has been or will be issued pursuant to the Term Sheet, that the Term Sheet is hereby terminated and of no further force or effect, and that the Lender has no conversion right, equity right, warrant, valuation cap, discount or other right to acquire securities of the Borrower of any nature whatsoever. The parties further acknowledge that, notwithstanding the description of the offering in the Term Sheet as "non-secured", the indebtedness evidenced by this Note is secured as expressly provided in Section 9.

21. **Interpretation.** "Business Day" means any day other than a Saturday, a Sunday or a day that is a legal holiday or non-juridical day in Montréal, Québec or in London, United Kingdom. Section headings are for convenience only and do not affect interpretation.

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22. **Time of the Essence.** Time shall in all respects be of the essence of this Note.

23. **Waiver of Benefits.** The Borrower hereby waives the benefits of division and discussion, demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note.

24. **Severability.** If any provision of this Note is held to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect.

25. **Applicable Law.** This Note shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein. The parties agree that any action under or for the enforcement of this Note may be brought in the courts of competent jurisdiction in the judicial district of Montréal, and the parties attorn to the exclusive jurisdiction of those courts.

26. **Language.** The parties hereto acknowledge that they have required that this Note and all related documents be prepared in English. / Les parties reconnaissent avoir exigé que le présent billet et tous les documents connexes soient rédigés en anglais.

27. **Counterparts.** This Note may be executed by the parties by facsimile or electronic (PDF or electronic signature platform) means and in any number of separate counterparts, each such counterpart to be deemed an original and all such counterparts taken together to constitute one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF the Borrower has executed this Promissory Note this _____ day of 8/25/2026, 2026.

	9538-5613 QUÉBEC INC. DocuSigned by: 5AD827A92DD04D9...
Per:	
	Marcel Vienneau President

Address for notices: [ADDRESS]

Email: [EMAIL]

The Lender has acknowledged and accepted this Promissory Note this _____ day of 8/25/2026, 2026.

	TEKNIKA AAC SOLUTIONS LLP Signed by: 63E092CF9C09495...
Per:	
	Jeff Parsons President

Address for notices: 27 Old Gloucester Street, London, WC1N 3AX, United Kingdom

Email: [EMAIL]

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SCHEDULE A

Advance Schedule and Record of Advances

Tranche	Amount (USD)	Scheduled advance date	Actual advance date	Interest start date
1	700,000.00	Within 5 Business Days of the date of this Note		
2	300,000.00	Within 90 days of the First Advance Date		
Total	1,000,000.00			

The parties shall record the actual advance date of each tranche above. Interest on each tranche accrues from its actual advance date at 12% per annum, simple, and is payable in full on the Maturity Date. Illustrative Interest on the full Principal, if both tranches are advanced on schedule and the loan runs the full twelve (12) months from the First Advance Date, is approximately USD $111,100 (USD $84,000 on Tranche 1 plus approximately USD $27,100 on Tranche 2 for the period from its advance to the Maturity Date). This illustration is for convenience only and does not form part of the operative terms.

Pièce K

Outlook

Update

From TeknikaBuild <jeff@teknikabuild.com>
Date Thu 8/27/2026 12:13 PM
To Marcel Vienneau <marcel.vienneau@mobi724.com>
Cc Adessky, Andrew <AAdessky@richter.ca>; Anthony Giammaria <ag@aglex.ca>; Me Sylvain Rigaud <srigaud@rlegal.ca>; Neil Stein <nstein@steinandstein.com>; Travitsky, Shawn <STravitsky@richter.ca>

Attention! Courriel externe | External Email

Some people who received this message don't often get email from jeff@teknikabuild.com. Learn why this is important

Good morning Andrew,

Further to our previous exchanges, we confirm that all final documentation for the initial USD 700,000 tranche, secured by a second-ranking charge over ActtraQ Inc.'s intellectual property, has now been fully executed by all parties. The transaction has therefore moved from negotiation into the disbursement phase.

In accordance with the agreed term sheet, the funds will be released by our banking partner in Luxembourg to our JPMorgan Chase account in the U.S., and we will then transfer the funds directly to ActtraQ's account in Montreal using the payment instructions on file.

As this involves international transfers and standard banking compliance and settlement procedures, we currently expect the full sequence to be completed within approximately 7–10 days. We will confirm with you as soon as the funds have been received in our U.S. account and the transfer to ActtraQ has been initiated.

In parallel, we continue to support ActtraQ's broader capital raise. Over the past 45 days, we have been working with ActtraQ and several banking partners to structure a multimillion-dollar financing, which we are targeting to conclude within the next 45 days.

We remain available should you require any further information or supporting documentation.

Sincerely,

Jeff

Pièce L

Outlook

Re: Update

From jeff@teknikabuild.com <jeff@teknikabuild.com>
Date Fri 9/11/2026 10:40 AM
To Marcel Vienneau <marcel.vienneau@mobi724.com>; Adessky, Andrew <AAdessky@richter.ca>
Cc Anthony Giammaria <ag@aglex.ca>; Me Sylvain Rigaud <srigaud@rlegal.ca>; Neil Stein <nstein@steinandstein.com>; Travitsky, Shawn <STravitsky@richter.ca>

Attention! Courriel externe | External Email

Good day Marcel and welcome back.

Thank you for following up.

We appreciate that you and the inspectors have been waiting for confirmation, and we apologize for the delay beyond the original timeframe.

The funding transaction remains active and is progressing. The delay relates to the issuance through Commerzbank and circumstances currently affecting the bank in connection with the ongoing UniCredit situation. We have been advised to anticipate approximately an additional two weeks for the issuance process to be completed.

At this time, we have no indication that the transaction itself is at risk. This is a timing issue rather than a change to the underlying funding commitment. We recognize, however, that this delay has consequences for parties who are waiting on the funds, and we are working to manage the process as closely as possible.

We will continue to keep you updated and will advise immediately once we have confirmation that the transaction has been issued and the funding process can proceed to completion.

Thank you for your patience and understanding.

Regards,

Jeff