

STALKING HORSE
OFFER TO PURCHASE

TO: MOBI724 GLOBAL SOLUTIONS INC.

(the “**Corporation**”)

c/o Richter Inc.

1981, McGill College

Montréal, Québec, H3A 0G6

Attention: Mr. Andrew Adessky (email: aadessky@richter.ca)

Gentlemen:

Reference is made to the “Sale and Investment Solicitation Process and related Rules”, dated May __27__, 2025 (the “**SISP Rules**”), issued by Richter Inc. (“**Richter**”) in respect of the Corporation. Whenever used herein all defined words and terms in the SISP Rules will have the same meanings and terms as therein set forth, save as otherwise defined herein.

9538-5613 Québec Inc. (the “**Purchaser**”) is a corporation controlled by Marcel Vienneau through the NT Family Trust.

By this Offer to Purchase (the “**Offer**”), Purchaser hereby offers to purchase from Vendor, its business (the “**Business**”) and all of the Purchased Assets as defined in the SISP rules by way of a stalking horse bid, subject to and upon the following conditions and terms, namely:

1. Appointment of Stalking Horse Bidder

- 1.1** Pursuant to the terms and conditions set forth in this Offer, Richter shall appoint the Purchaser as the initial bidder in the sale process of the Purchased Assets, including the assets described herein. The appointment shall be made in recognition of the Purchaser's intention to set a minimum bid price for the Purchased Assets, thereby establishing a floor price that must be met or exceeded by any subsequent bids/offers.
- 1.2** By submitting this Offer, the Purchaser agrees to comply with all the SISP Rules. The Purchaser's Offer (“**Stalking Horse Bid**”) shall serve as a benchmark for evaluating the fairness and competitiveness of subsequent offer/bids received in the sale process.
- 1.3** The Purchaser acknowledges that this Offer and appointment does not confer any rights of exclusivity to the Purchaser, and the Vendor (as the term is defined hereunder) reserves the right to accept any offer/bid that it deems superior, in its sole discretion, at any time during the sale process subject to the Purchaser's right to match any superior offer as detailed in the SISP Rules. The Vendor further

reserves the right to modify the terms of the sale process or to terminate the sale process entirely at its sole discretion, without any liability to the Purchaser, except as may be expressly provided in the Offer.

2. **Bid Protection**

2.1 This Offer (Stalking Horse Offer) provides for certain bid protections to the Purchaser (the "**Stalking Horse Bidder**"), to ensure that its role in initiating the sale process and setting the floor price is adequately recognized and compensated.

These protections are:

- i. The right to match any superior offers received by the Seller from other bidders for a period in accordance with the SISP Rules.
- ii. Any interested party must submit a bid that includes a Purchase Price which is at least five percent (5%) higher than the Purchase Price proposed by the Stalking Horse Bidder.

The Aforesaid bid protections are intended to ensure that the Purchaser is compensated for its efforts and expenses in the event that it is not ultimately successful in acquiring the Purchased Assets.

3. **Purchased Assets**

3.1 The property to be purchased by Purchaser from Vendor (collectively, the "**Purchased Assets**" as defined in the SISP Rules) 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 Corporation and/or in which the Corporation 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 herein), but including, without limitation, all of the following:

- 3.1.1 all claims whatsoever owing as at Closing, in any manner whatsoever, to the Corporation, including the Corporation's accounts receivable and any other amounts owing as at Closing to the Corporation for any reason whatsoever;
- 3.1.2 , t 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 Corporation or in which the Corporation has any right, title or interest (to the full extent of such right, title and interest);

- 3.1.3 one hundred percent (100%) of the shares owned by the Corporation in MOBI724 Smart Transactions Inc. ("**Mobi724 Smart**"), same to be free and clear of all hypothecs and charges and encumbrances.
- 3.1.4 The right to purchase Mobi724 Global Solutions inc. by the way of a reverse vesting order which will require a going private transaction including a proposal with the existing shareholders of the public company.
- 3.1.5 Rights to any litigation claims, if any;
- 3.1.6 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 Corporation 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.
- 3.1.7 all goodwill and all other incorporeal/intangible property associated with or necessary for the operation of the current businesses of the Corporation (collectively, the "**Business**") including software, relating to the Business;
- 3.1.8 all of the right, title and interest (to the full extent of such right, title and interest) of the Corporation in and to each of the agreements, contracts or other documents or arrangements as listed in Schedule B hereto forming part hereof and as may be added to such list by Purchaser at or before Closing (the "**Customer Contracts**"); and

all with the intention by Purchaser to carry on and continue the Business.

3.2 The Purchased Assets expressly excludes the following (the “**Excluded Assets**”), namely:

- (a) all obligations under contracts and obligations of the Corporation under any contracts or agreements (of any nature whatsoever) not assumed or purchased herein;
- (b) any financial or legal liability in the Corporation’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;

3.3 The Vendor of the Purchased Assets will be either the Corporation (only if not the stalking horse), the bankruptcy trustee of the Corporation or any receivers and/or interim receivers appointed in respect of the Corporation, the whole pursuant to a final judgment of the Superior Court, District of Montreal, Commercial Division, approving the sale and granting a Vesting Order in respect thereof (collectively, the “**Vendor**”).

4. Purchase Price & Deposit

4.1 The Purchase Price for all of the Purchased Assets will be the sum of \$ 1 626 938 , (the “**Purchase Price**”), plus all applicable Canadian Goods and Services Taxes and Quebec Sales Taxes (collectively, the “**Sales Taxes**”) subject to possible exemption. Any transaction has to be approved by the courts and the secured lenders listed in Schedule A. The purchaser may make a separate arrangement with the members of management and employees should purchaser require their collaboration.

4.2 The Purchase Price will be paid by Purchaser to Vendor as follows:

4.2.1 By the assumption of the liability and the crediting of the Dip loan charge amount detailed in the schedule appended hereto as **Schedule A** against the Purchase Price.

4.2.2 Subject to and upon occurrence of Closing, Purchaser will pay, as directed by the Court in the Approval Order, the sum equal to the difference between:

- (a) the Purchase Price; less
- (b) Assumption of liabilities listed in Schedule A;.

4.3 In addition to the Purchase Price, and subject to Closing, the Purchaser will assume the employment of certain employees of the Corporation, to be selected

and designated by the Purchaser prior to or at Closing (the “**Assumed Employees**”). For each Assumed Employee, the Purchaser will assume their existing employment agreement, including recognition of their years of service. The Purchaser will not assume the employment, obligations, or liabilities related to any employees other than the Assumed Employees.

4.4 At or after Closing, the Purchase Price will be allocated among the Purchased Assets as determined by Purchaser, acting reasonably.

4.5 In accordance with the SISP Rules, the Purchaser does hereby remit to Richter the sum of \$ 1 626 938 @ 2.5% = \$40,673.45 as the deposit referred to therein (the “Deposit”).

5. SISP Rules

5.1 Save and except where inconsistent with the terms, conditions and provisions of this Offer (in which case the terms, conditions and provisions of this Offer will prevail), all of the terms, conditions and provisions of the SISP Rules will be applicable to this Offer and to the purchase and sale of the Purchased Assets contemplated hereby, all as if recited at length herein.

6. Representations and Warranties

6.1 The purchase and sale of the Purchased Assets contemplated hereby will be made strictly on an *as is / where is* basis, without any representations or warranties on the part of the Corporation and its subsidiary, Mobi724 Smart, and any other Vendor or Richter, of any nature whatsoever, implicit or explicit, legal or conventional, statutory or otherwise, with respect to the Purchased Assets and/or the Corporation and Mobi724 Smart, all such representations or warranties being expressly excluded from the purchase and sale contemplated hereby.

6.2 Without limiting the generality of the foregoing, in connection with the purchase and sale of the Purchased Assets, Purchaser acknowledges (and will acknowledge in the Definitive Agreements) that it has examined the Purchased Assets in all respects and is completely satisfied with their existence, state, condition, saleability, quality and quantity in all respects. Additionally, in connection with the purchase and sale of the Purchased Assets, Purchaser recognizes and acknowledges (and will recognize and acknowledge in the Definitive Agreements) that the Corporation and any other Vendor are not professional sellers of the Purchased Assets.

6.3 Purchaser acknowledges and will acknowledge in the Definitive Agreements that:

- 6.3.1 Purchaser has had the opportunity to conduct all due diligence regarding the Purchased Assets and/or the Corporation before submitting this Offer;
- 6.3.2 The sale of the Purchased Assets will be made on an *as is / where is* basis, at Purchaser's own risk and peril, without any representations or warranties, of any nature whatsoever, implicit or explicit, legal or conventional, statutory or otherwise, with respect to the Purchased Assets and/or the Corporation and its subsidiary;
- 6.3.3 Purchaser, in submitting this Offer, has relied solely upon its own independent review, investigation and/or inspection of the Purchased Assets and the Information concerning the Purchased Assets and/or the Companies;
- 6.3.4 Purchaser, in submitting this Offer, has not relied upon any written or oral representations, warranties, guarantees or statements whatsoever, whether express or implied, statutory or otherwise, regarding the Purchased Assets and/or the Corporation or regarding any Information or the completeness thereof;
- 6.3.5 This Offer is accompanied and will be supplemented by such other information as may be reasonably requested by the Corporation and/or Richter;
- 6.3.6 All of the terms and conditions of the SISP Rules will apply to this Offer as if recited at length herein;
- 6.3.7 In the event of a difference in respect of the terms and conditions herein and the SISP Rules, those of the SISP Rules shall prevail; and
- 6.3.8 It is registered for purposes of GST/QST and will stipulate in the Agreement of Sale, its registration numbers and will indemnify and hold the Vendor free and harmless from collecting and remitting GST/QST interest and penalties that may become due.

7. **Closing Condition**

- 7.1 This Offer and the purchase and sale of the Purchased Assets envisaged hereby are subject to the condition (the "**Closing Condition**") that the Commercial Division of the Quebec Superior Court for the District of Montreal (the "**Court**"), by no later than July 15, 2025 (or such later date as may be mutually agreed to in writing by Purchaser and Richter), (the "**Closing Condition Deadline**"), issue a

judgment or order (the “**Approval Order**”) in form and substance satisfactory to Purchaser and which has been ordered to be executory notwithstanding appeal, which:

- a. approves the sale of the Purchased Assets to Purchaser and vests same in and to the Purchaser, free and clear of all hypothecs, prior claims, security interests, liens, statutory trusts, charges, encumbrances and third-party rights of any nature or source whatsoever; and
- b. authorizes the Vendor and Purchaser to enter into and to complete the sale and purchase of the Purchased Assets contemplated by this Offer in accordance with the terms, conditions and provisions of this Offer, as may be reasonably modified with the consent of Richter.

8. Closing

8.1 Subject to occurrence of the Closing Condition by no later than the Closing Condition Deadline, closing of the sale and purchase of the Purchased Assets contemplated hereby will occur at Richter’s offices (or at such other location as may be agreed to by Vendor and Purchaser) by no later than 5:00 p.m. (Montreal time on July 31, 2025 (or such later date as may be mutually agreed to in writing by Purchaser and Richter), (the “**Closing Date**”), which will consist of the following (collectively, the “**Closing**”), namely:

8.1.1 the signature by Vendor and Purchaser of all of the Definitive Agreements including without limitation, an agreement of sale effecting the sale and purchase and sale of the Purchased Assets envisaged hereby in accordance with the provisions of this Offer (the “**Agreement of Sale**”);

8.1.2 the payment in full by Purchaser, as directed by the Court in the Approval Order, of the difference between:

- (a) the Purchase Price; less
- (b) Assumption of liabilities listed in Schedule A; less
- (c) Principal and accrued interest on the Dip Loan owed to the Purchaser as Dip lender, which will be compensated as part of the Purchase Price.

8.1.3 the signature and thereafter the filing (within the relevant deadlines) by Vendor and Purchaser of the Joint Tax Elections on purchase of a business to have no GST/QST collected and payable on sale; and

8.1.4 the signature and execution by Vendor and Purchaser of all other documents and the doing by Vendor and Purchaser of all other things which may be necessary or useful in order to give full and proper effect to the purchase and sale of the Purchased Assets envisaged by this Offer.

8.2 In addition to the provisions of clause 8.1 hereof, at or following Closing, Vendor will sign, execute and deliver (or cause to be signed, executed and delivered) all transfers, assignments, releases and other documents as may be necessary or useful in order to formally transfer ownership of all the Purchased Assets to Purchaser on a free and clear basis as contemplated by this Offer.

8.3 Upon occurrence of Closing on the Closing Date, Purchaser will take possession of the Purchased Assets strictly on an *as is / where is* basis, at its own cost and expense, without any liability on the part of the Corporation, any other Vendor and Richter.

8.4 Title to the Purchased Assets will not pass to Purchaser nor will Purchaser be entitled to possession thereof until the occurrence of Closing on the Closing Date and payment of Purchase Price.

8.5 The Closing Condition will enure solely to Purchaser's benefit and may be waived solely by Purchaser.

8.6 In the event of either:

8.6.1 the failure of occurrence of the Closing Condition by no later than the Closing Condition Deadline; or

8.6.2 the failure of occurrence of Closing by no later than the Closing Date for any reasons whatsoever other than reasons solely attributable to Purchaser,

then this Offer will automatically become null, void and inoperative and neither Purchaser, on the one hand, nor Vendor and/or Richter, on the other hand, will have any further rights, remedies or recourses against one another resulting from this Offer and the Deposit will be returned to the Purchaser, save in the event the Purchaser and Vendor have agreed in writing to extend the Closing Condition Deadline and/or the Closing Date. The provisions of clause 8.6 hereof will subsist and govern notwithstanding any provisions of the SISP Rules.

9. General

- 9.1** The interpretation, validity and enforcement of this Offer and the purchase and sale of the Purchased Assets envisaged hereby will be subject to and governed by the laws of the Province of Quebec and the laws of Canada applicable therein.
- 9.2** These presents may be executed in one or more counterparts in photocopy, facsimile or pdf format each of which shall be deemed an original and all of which together shall constitute one and the same document. The words “execution,” “signed” and “signature” as used herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be.
- 9.3** The clause headings herein contained are for ease of reference only, do not form part hereof and will not, in any manner whatsoever, be used in the interpretation of the contents hereof.
- 9.4** The Purchaser acknowledges that the present Offer will be used for purposes of a stalking horse bid in accordance with the SISP Rules and that acceptance by the Vendor herein is conditional to this Offer being the accepted Offer pursuant to the SISP Rules, stalking horse provisions.
- 9.5** The Purchaser may not transfer or assign the present Offer without the written consent of the Vendor and Richter.

10. Acceptance

- 10.1** This Offer is open for acceptance by Vendors signing where indicated below and returning a signed copy of this Offer by e-mail at Purchaser’s coordinates set forth below by no later than **5:00 P.M. (Montreal time)** on **May __29____, 2025**, (or such later date as may be mutually agreed to in writing by Purchaser and Richter) failing which this Offer will lapse, become null, void and inoperative for all purposes and the Deposit will be immediately returned by Richter to Purchaser.

11. Language

- 11.1** The parties hereto acknowledge: **(i)** that all of the provisions of this document were negotiated by the parties hereto and were neither pre-determined, imposed nor drawn up by, on behalf of or on instructions of one of the parties hereto, and **(ii)** that they have required that this document and all related documents be drawn up and executed solely in English. / *Les parties aux présentes reconnaissent: (i) que toutes les dispositions du présent document ont été librement négociées par les parties et n’ont pas été prédéterminées, imposées ni rédigées par l’une des parties aux présentes, pour son compte ou suivant ses instructions, et (ii) qu’elles ont*

- 10 -

exigé que le présent document et tous les documents qui s'y rattachent soient rédigés et signés uniquement en anglais.

MONTREAL, May ^{5/30/2025}_____, 2025.

PURCHASER:

9538-5613 QUEBEC INC.

Per:

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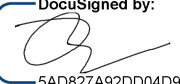
Marcel Vienneau, President
Email: marcel.vienneau@mobi724.com

ACCEPTANCE:

The Corporation hereby accepts this Offer at 4pm o'clock _____, on 5/30/2025 ,
2025.

MOBI724 GLOBAL SOLUTIONS INC.

Per:

DocuSigned by:

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Marcel Vienneau, President

Schedule A									
Group Item		Value							
DIP Funding		\$ 905 707	As of May 27 but interest continues						
Vendors									
Sherweb		\$ 374 324							
Loans and governments									
Revenue Quebec and Revenue Canada estimate		\$ 346 907							
Sub total		\$ 1 626 938							
Any transaction has to be approved by the courts and the secured lenders.									
The purchaser may make a separate arrangement with the members of management should purchaser require their collaboration.									
List of secured lenders sums owed.									
BDC estimate		\$ 1 926 438,35							
Investissement Quebec estimate		\$ 3 838 635,00							
R&D Capital		\$ 425 509							
Sub Secured lenders		\$ 6 190 583							

SCHEDULE B

Customer Contracts list to be included in the Purchased Assets:

1. Software license agreement signed between CONSEILLERS EN GESION ET INFORMATIQUE CGI INC and MOBI724 SMART TRANSACTIONS INC.
2. Software support agreement signed between CONSEILLERS EN GESION ET INFORMATIQUE CGI INC and MOBI724 SMART TRANSACTIONS INC.
3. Contract "Carta Offerta - Tribu Beneficio Hogar - SQUAD Fidelización" signed between BANCO HIPOTECARIO and MOBI724 S.R.L.
4. Master software agreement (MSA) signed between VISA INTERNATIONAL SERVICE ASSOCIATION (VISA) and MOBI724 SMART TRANSACTIONS INC.