

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
KOGNITIV CORPORATION  
OF THE CITY OF TORONTO  
IN THE PROVINCE OF ONTARIO

SECOND REPORT TO THE COURT OF  
BDO CANADA LIMITED,  
AS PROPOSAL TRUSTEE

FEBRUARY 12, 2026

# ***Listing of Appendices***

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- Appendix A - Kognitiv Corporate Structure
- Appendix B - Trustee's First Report (without appendices)
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## 1.0

## INTRODUCTION AND PURPOSE OF THE REPORT

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### 1.1 INTRODUCTION

- 1.1.1 Kognitiv Corporation (“**Kognitiv**” or the “**Company**”) with its registered head office in Toronto, Ontario, specialized in customer loyalty and marketing technology solutions deploying proprietary technology platforms and performance models.
- 1.1.2 Founded in 2008, Kognitiv aimed to help brands build deeper relationships with their customers through data-driven personalization and optimization. In June 2020, Kognitiv merged with Aimia Inc.’s Loyalty Solutions entity to create a data and technology led business, resulting in the current Kognitiv entity. Aimia Inc. (“**Aimia**”) holds a 49% ownership interest in Kognitiv and is also a secured creditor of the Company. The balance of shareholders’ interest is split amongst approximately 400 separate investors.
- 1.1.3 Kognitiv is a holding company with interests in several international subsidiary corporations, which provided back-office support by employees in Malaysia, and customer and technical employees and contractors in Canada, the United States, the United Kingdom, Sri Lanka, India, UAE, Qatar, and Argentina. Attached hereto as **Appendix A** is a copy of the Company’s Corporate structure. Kognitiv Corporation is the only entity subject to the NOI Proceedings (as defined herein). Loyalty Solutions Canada Inc. (“**Loyalty Canada**”) a wholly owned subsidiary of Kognitiv filed an assignment in bankruptcy on October 22, 2025.
- 1.1.4 Kognitiv never operated profitably and supported significant historical losses of its subsidiaries located in various jurisdictions through inter-company loans funded, in large part, from corporate finance activities, including equity and debt (injected in the subsidiaries by Kognitiv) giving rise to extensive debt levels that, absent additional funding, were not sustainable.
- 1.1.5 In an effort to generate additional funding to sustain operations, the Company sought to divest legacy assets that did not align with its core loyalty Software as a Service (“**SaaS**”) platform strategy. The Company undertook an extensive sales process and, in July 2024, entered into an asset purchase agreement with Gary Jonas Computing Ltd., Cora Group Australia Pty Ltd., Jonas Computing (UK) Limited and Jonas Food Holdco Inc. (collectively the “**Cora Group**”) for the transfer of certain Kognitiv assets, including all software, intellectual property, and contracts relating to its legacy Enterprise Loyalty Platform (“**ELP**”).
- 1.1.6 However, certain purchase price proceeds, in the amount of approximately \$12.3 million, were withheld by the Cora Group who claimed certain breaches of the CORA APA (as defined below), thereby depriving Kognitiv of the funds to maintain operations. Kognitiv and the Cora Group agreed to an arbitration process as discussed further herein.
- 1.1.7 As a result of the above noted dispute which impacted the Company’s liquidity, together with the significant recurring losses and accumulated deficit of approximately \$332 million (as detailed in section 1.2 of the First Report), on December 12, 2024 (the “**NOI Filing Date**”), Kognitiv filed a Notice of Intention to Make a Proposal (the “**NOI**”) pursuant to the *Bankruptcy and Insolvency Act (Canada)* (the “**BIA**”). BDO Canada

Limited (“**BDO**”) consented to act as the Proposal Trustee (in such capacity the “**Proposal Trustee**”). Kognitiv’s NOI proceedings are hereinafter referred to as the “**NOI Proceedings**”.

- 1.1.8 The Company’s largest secured creditors, including Guines LLC (“**Guines**”, Aimia and BDC Capital Inc. (“**BDC**”) supported the NOI Proceedings, as it provided the Company with an opportunity to maximize the value of the ongoing operations, relative to an immediate bankruptcy or liquidation.
- 1.1.9 During the NOI Proceedings the Company, with the assistance of the Proposal Trustee, filed a proposal on January 10, 2025 (the “**Proposal**”), undertook an extensive sale process (the “**Sale Process**”) for the sale of the Company’s operations and/or assets, and participated in an extensive arbitration process pertaining to the CORA APA.
- 1.1.10 Following the filing of the Proposal, the First Meeting of Creditors was held on January 31, 2025 (the “**FMOC**”). The Proposal Trustee outlined the terms of the Proposal, which were largely predicated on the distribution of funds arising from the proposed Sale Process. The Proposal Trustee sought and obtained an adjournment to March 3, 2025 (the “**Reconvened FMOC**”), to allow for the Sale Process to be carried out. At the Reconvened FMOC, the Proposal Trustee advised that a further adjournment was necessary to permit the Company to negotiate and seek Court approval of the definitive documents for the Initial Transaction (as defined below). The creditors at the reconvened FMOC agreed to adjourn *sine die*.
- 1.1.11 The Trustee filed its First Report dated March 14, 2025 (the “**First Report**”), a copy of which is attached hereto as **Appendix B** (without appendices), in support of the Company’s Motion Record returnable March 18, 2025 (the “**March 18 Motion Record**”). The March 18 Motion Record included the Affidavit of Mr. Tim Sullivan, CEO (the “**Sullivan Affidavit**”), filed in support of the Company’s motion to seek court approval of two orders:
  - (1) an approval and vesting order (the “**Initial AVO**”), approving the purchase and sale agreement dated March 7, 2025 (the “**Initial Sale Agreement**”), between the Company, as vendor, and Capillary Pte. Ltd. (“**Capillary**”), as purchaser, and the transaction contemplated thereby (the “**Initial Transaction**”); and
  - (2) an Ancillary Relief Order, which, among other things, would: (i) grant the Administration Charge (as defined therein); (ii) approve the First Report and the actions of the Proposal Trustee therein; (iii) approve the fees of the Proposal Trustee and its counsel, as outlined therein; and (iv) approve the terms of the Amended and Restated Independent Contractor Agreement made as of September 3, 2024 (the “**Restructuring Advisory Agreement**”), and the related Success Fee (as defined below).
- 1.1.12 Prior to the March 18 hearing, Kognitiv and Capillary abandoned the Initial AVO to pursue an alternative transaction. Accordingly, certain unnecessary relief was no longer being sought at the March 18 hearing.
- 1.1.13 On March 18, 2025, the Court issued an order (the “**March 18 Order**”), among other things, approving the Administration Charge and approving the fees and disbursements of the Trustee and its legal counsel, as set out in the First Report. A copy of the March 18 Order is attached hereto as **Appendix C**.

1.1.14 As of the date of this Second Report, the Sale Process has been completed, and the Capillary Transactions (as defined below) have closed. The Company has also entered into the Settlement Documents (as defined below) with the Cora Group.

1.1.15 The Company is now seeking to bring the NOI Proceedings to an end and address certain remaining administrative matters.

## 1.2 PURPOSE OF THIS REPORT

1.2.1 The purpose of this Second Report of the Trustee (the “**Second Report**”) is to:

- (i) Provide this Court with information concerning the activities of the Company and its advisors, since the First Report and, in particular, to outline the outcome of the Capillary Transactions completed pursuant to the US Chapter 11 Proceedings (as defined below), the Arbitration and the agreed upon Settlement Documents by the Arbitration Parties;
- (ii) Report on the Trustee’s activities, the efforts and results achieved by the Company in these NOI Proceedings since the First Report; and,
- (iii) Provide the basis for the Proposal Trustee’s support of the Company’s motion for an order, the Ancillary Order (the “**Ancillary Relief Order**”): *inter alia*:
  - i. approving the First Report and the Second Report, and the actions, conduct and activities of the Proposal Trustee as described therein;
  - ii. approving the fees and disbursements of the Proposal Trustee, as set out in the Affidavit of Christopher J. Mazur sworn February 11, 2026 (the “**BDO Fee Affidavit**” (the “**BDO Fee Affidavit**”), and its independent legal counsel, Dentons Canada LLP, (“**Dentons**”), as set out in the Fee Affidavit of John Salmas sworn February 12, 2026 (the “**Dentons Fee Affidavit**”);
  - iii. approving and authorizing the execution by the Company of the Settlement Documents;
  - iv. approving and authorizing the payment by the Company of the Success Fees to Roystone Capital Management LP (“**Roystone Capital**”), which amount shall be paid as costs in priority to amounts owing to the Senior Secured Creditors and confirming that the Success Fee shall be valid under section 98(1) of the BIA and shall not be void as against any trustee in bankruptcy under section 95(1) of the BIA; and
  - v. authorizing and directing the Proposal Trustee to make one or more distributions (the “**Proposed Distributions**”) from the final net realizations to each of Guines and Aimia (together the “**Senior Secured Creditors**”), on account of their respective secured indebtedness, after deducting the payment of the Success Fee, the Administrative Payments and the Reserve (each as defined in the Ancillary Relief Order).

1.2.2 The Company has filed its Motion Record returnable February 17, 2026 (the “**February 17 Motion Record**”), which includes the Affidavit of Mr. Grant McLeod, General

Counsel of the Kognitiv Corporation (the “McLeod Affidavit”) in support of the Company’s motion for the Ancillary Relief Order. The McLeod Affidavit and the related February 17 Motion Record should be read in conjunction with this Second Report.

### 1.3 TERMS OF REFERENCE

- 1.3.1 In preparing this Second Report, the Proposal Trustee has relied upon the Company’s books and records, unaudited and draft financial information available, certain financial information obtained from third parties, and discussions with various individuals (collectively, the “Information”). The Proposal Trustee has not audited, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly the Proposal Trustee expresses no opinion or other form of assurance contemplated under the CAS in respect of the Information.
- 1.3.2 This Second Report has been prepared for the use of this Court in respect of the above-noted relief. This Second Report should not be relied upon for any other purpose. The Proposal Trustee will not assume responsibility or liability for losses incurred as a result of the circulation, publication, reproduction or use of this Report contrary to the provisions of this paragraph.
- 1.3.3 Capitalized terms used herein but not otherwise defined shall have the meaning as defined in the Motion Record, the Sullivan Affidavit, the First Report or the McLeod Affidavit, as applicable.
- 1.3.4 All references to dollars are in Canadian currency unless otherwise noted.
- 1.3.5 BDO has created a case website to store public records in this matter, which can be found at the following address:

<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/kognitivcorporation>

## **2.0**

## **THE PROPOSAL TRUSTEE'S ACTIVITIES**

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### **2.1 PROPOSAL TRUSTEE'S ACTIVITIES**

**2.1.1** Since the First Report, the Proposal Trustee has worked with the Company in carrying out its obligations under the BIA. In particular, the Proposal Trustee has:

- (i) monitored the business and cash-flow of the Company;
- (ii) attended meetings with management and Roystone Capital on matters related to the proposal in respect of the Sale Process and Arbitration Process;
- (iii) corresponded with the Company's counsel and certain of the Company's stakeholders, including, but not limited to, creditors, shareholders, current and former employees, Aimia, Guines, Roystone Capital, and BDCC; and,
- (iv) prepared reports and correspondence, including this Second Report.

**2.1.2** The Proposal Trustee is of the opinion that since the filing of the NOI Proceedings, the Company has been acting in good faith and with due diligence with respect to its obligations under the BIA.

### **2.2 GOVERNMENT ACCOUNT - SOURCE DEDUCTIONS**

**2.2.1** The Company currently has no remaining employees and used a third-party payroll service provider. Based on the Company's records, there are no outstanding source deduction remittances. Canada Revenue Agency ("CRA") has been served with a copy of the February 17 Motion Record and the First Report. The Company provided its on-line CRA statement of account to the Proposal Trustee, which shows that there are no outstanding returns and no amounts outstanding on account of source deductions.

### **2.3 GOVERNMENT ACCOUNT - HST**

**2.3.1** Kognitiv's CRA statements shows an HST credit balance of approximately \$114,000. The Company and the Proposal Trustee intend to investigate this further with CRA.

### **2.4 WAGE EARNER PROTECTION PROGRAM ACT ("WEPPA")**

**2.4.1** Based on the Company's records there are no outstanding wages or vacation pay amounts owing to Kognitiv employees. In addition, no such claims were submitted by any employees throughout these NOI Proceedings. Accordingly, the Proposal Trustee is not aware of any prior ranking employee related claims over the Senior Secured Creditors.

**2.4.2** The Proposal Trustee understands that certain former employees have asserted claims for termination and/or severance pay, whether pursuant to formal agreements or otherwise. Subject to further analysis, such claims do not appear to fall within the scope of section 81.3 of the BIA so as to attract super-priority status over secured creditors.

**2.4.3** Given that the NOI Proceedings will be finalized in short order and the Company will be filing an assignment in bankruptcy pursuant to the BIA, the Trustee in the

bankruptcy proceedings will review and administer WEPPA claims on behalf of the former employees.

## 2.5 SECURED CREDITORS

2.5.1 Paragraphs 56 through 105 of the Sullivan Affidavit set out in extensive detail, the existence and nature of the obligations owing by the Company to its secured creditor obligations (the “Secured Creditors”), including loan instruments, amendments and subordination and/or priority agreements entered into with each Secured Creditor.

2.5.2 The chart below provides a summary of the Secured Creditors and the nature and amount of the respective debt as at the date of filing the Proposal and their current outstanding balance based on the Kognitiv records:

Secured Creditor (1)	Description of Security / Nature of indebtedness	Indebtedness (2) (in CAD \$000's)	Indebtedness (3) (in CAD \$000's)
TD Bank	GSA - Limited to Cash Collateral in a GIC	Nil	Nil
BDCC	Convertible Note (the “BDCC Note”)	\$4,955	\$5,518
Guines	GSA  Promissory Notes  Convertible Notes (the “Roystone Note 3”)	\$43,602	\$36,357
S. M. Watt (“Watt”)	Convertible Notes	\$140	\$201
Aimia	Promissory Notes	\$7,526	\$5,387
Urbana Corporation (“Urbana”)	Convertible Notes (the “Urbana Note(s)”).	\$1,403	\$1,610
	<b>Total</b>	<b>\$57,626</b>	<b>\$49,073</b>

Notes:

- (1) Listed in order of PPSA registration date. File Currency: February 24, 2025.
- (2) Based on the Company’s records as at the date the Proposal was filed.
- (3) Based on the Company’s records as at February 9, 2026.

2.5.3 As outlined in the First Report, Guines holds a general security interest in respect of all of Kognitiv’s assets property and undertakings and has filed a financing statement under the Ontario Personal Property Registry. Pursuant to section 69(2)(b) of the BIA, the stay of proceedings arising upon the filing of the NOI does not apply to Guines, as Guines issued a demand for payment together with a Notice of Intention to Enforce

Security pursuant to section 244 of the BIA, and the applicable statutory waiting period expired more than 10 days prior to the NOI Filing Date. However, Guines is cooperating with the Company, as doing so is believed to be in the best interests of all stakeholders.

- 2.5.4 As of the NOI Filing Date, Kognitiv was indebted to Guines in the approximate amount of \$43.6 million, and the current balance is approximately \$36.4 million which is net of proceeds from the Capillary Transactions, as detailed and described in the Acknowledgement and Amendment Agreement dated May 1, 2025, attached hereto as Appendix D (the “Acknowledgement and Amendment Agreement”).
- 2.5.5 The counsel to the Proposal Trustee conducted a review of the Guines security and provided its opinion that, subject to the typical assumptions and qualifications, the Guines security is valid and enforceable.
- 2.5.6 Similarly, the counsel to the Proposal Trustee reviewed and drew the same conclusion that Aimia’s security is valid and enforceable, subject to the typical assumptions and qualifications. As at the NOI Filing Date, Kognitiv was indebted to Aimia in the approximate amount of \$7.5 million and the balance is currently \$5.4 million.

## 2.6 SUMMARY OF PRIORITIES AMONGST SECURED CREDITORS

2.6.1 In the First Report, the Proposal Trustee outlined the relative priorities amongst Guines, Aimia, BDCC, Watt and Urbana (and any other noteholders) based on the various security instruments, PPSA registrations and related priority/subordination agreements amongst the secured parties, which is listed below and further described in the Sullivan Affidavit at para 106:

- (a) **First:** Guines and Aimia share *pari passu* on a pro rata basis in respect of the amounts owing in connection with Roystone Note 2 and the Aimia Amended Note, the latter up to the principal amount of \$4,500,000 plus fees and interest (“Aimia Capped Obligations”);
- (b) **Second:** Guines in respect of all amounts owing in connection with the Roystone Note 1;
- (c) **Third:** BDCC in respect of the amounts owing in connection with BDCC Note;
- (d) **Fourth:** Aimia in respect of any balance owing under the Aimia Amended Note; and, which was in excess of the Aimia Capped Obligations;
- (e) **Fifth:** Guines, Watt and Urbana sharing *pari passu* in respect of the amounts owing in connection with Roystone Note 3, the Watt Note and the Urbana Note(s).

2.6.2 The Proposed Distribution outlined in Section 6 herein, will be paid to the Senior Secured Creditors in order of priority pursuant to the relevant PPSA registrations and/or applicable subordination and *pari passu* agreements among the secured parties.

## 2.7 RESTRUCTURING ADVISOR

2.7.1 As outlined in the First Report, the Company entered into the Restructuring Advisory Agreement with Roystone Capital to assist the Company with, among other matters, strategic and technical restructuring advice, reviewing and analyzing corporate and

financial data, coordinating professional service providers including legal and accounting and coordinating with the Company board, executive and employees.

- 2.7.2 Roystone Capital was critical in advancing the Sale Process, negotiating with key stakeholders, and assisting with the related financial due diligence and negotiation of the Initial Sale Agreement. Additionally, the Company had advised the Proposal Trustee that, Roystone Capital was critical in the Arbitration process.
- 2.7.3 The Restructuring Advisory Agreement includes a work fee of \$60,000 per month (the “**Work Fee**”), plus a success fee equivalent to ten percent (10%) of the gross value of all financial recoveries actually received by the Company from its restructuring efforts, including the gross value of any purchase price generated from the sale of the Company’s assets (the “**Success Fee**”). The Proposal Trustee has been advised by the Company that, as a result of Kognitiv’s liquidity constraints, Roystone Capital has not been paid the Work Fee since October 2025 or the remaining portions of the Success Fee. Accordingly, the Proposal Trustee has been further advised by the Company that the proposed payments to Roystone Capital, as outlined in Section 6.2.3 hereto, are intended to fulfill the amounts owing to Roystone Capital pursuant to the Restructuring Advisory Agreement.
- 2.7.4 The Proposal Trustee has been advised by the Company that if the Success Fee is not paid to Roystone Capital, the realizations proposed to be used to pay the Success Fee would, nevertheless, flow to Guines (its investment vehicle) and Aimia, pursuant to the secured indebtedness owing by the Company, and both parties are not expected to recover the full amounts owing by the Company.
- 2.7.5 The Proposal Trustee further understands that both Aimia and BDCC, the secured creditors with an economic interest, have been notified, and to date, have not objected to the payment of the Success fee.

## 3.0

## SALE PROCESS AND CAPILLARY TRANSACTIONS

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### 3.1 SALE PROCESS AND INITIAL TRANSACTION

- 3.1.1 A summary of the Sale Process undertaken and the outcome of the bids submitted are outlined in the First Report at section 3.0 and are not repeated herein.
- 3.1.2 Following the selection of Capillary's bid as the successful bid in the Sale Process, the Company and Capillary proceeded to finalize definitive documentation, culminating in the execution of the Initial Sale Agreement.
- 3.1.3 The Sale Process contemplated that the closing of any sale(s) shall be conditional upon approval of the Court and preserved the Court's authority to approve any sale under section 65.13 of the BIA. Accordingly, the Company intended to seek court approval of the Initial Transaction at the March 18 hearing.

### 3.2 CAPILLARY TRANSACTIONS AND THE CHAPTER 11 PROCEEDINGS

- 3.2.1 Prior to the March 18, 2025 motion, Kognitiv and Capillary decided to pursue a revised deal structure to address certain concerns of Capillary. On March 31, 2025, Kognitiv and Capillary executed a termination agreement (the "**Termination Agreement**") to formally terminate the Initial Sale Agreement. A copy of the Termination Agreement is attached hereto as **Appendix E**.
- 3.2.2 The Initial Transaction was ultimately restructured and implemented through two new transactions (together, the "**Capillary Transactions**"), namely: (i) an asset purchase agreement dated March 31, 2025 (the "**Capillary APA**"), between Kognitiv US LLC ("**Kognitiv LLC**") and Capillary Technologies LLC ("**Capillary LLC**"), an affiliate of Capillary pursuant to which Capillary LLC agreed to purchase the material assets of Kognitiv LLC, including, without limitation, certain receivables and customer contracts; and (ii) a purchase and sale agreement dated March 31, 2025 (the "**Capillary PSA**"), and together with the Capillary APA, the "**Capillary Sale Agreements**"), between Loyalty Solutions Holdings US Inc ("**LSH US**") and Capillary LLC, pursuant to which Capillary LLC agreed to purchase certain intellectual property and the shares in Kognitiv Solutions Inc. Copies of the Capillary APA and the Capillary PSA are attached to the McLeod Affidavit as **Exhibit "N"** and **Exhibit "O"**, respectively.
- 3.2.3 On April 2, 2025, Kognitiv LLC commenced proceedings in the US (the "**US Chapter 11 Proceedings**") by filing a voluntary petition for bankruptcy in the United States Bankruptcy Court for the District of Delaware (the "**Delaware Bankruptcy Court**").
- 3.2.4 On April 29, 2025, the Delaware Bankruptcy Court issued an Order (the "**Sale Order**") authorizing and approving, among other things, the sale (the "**Sale**") of all of the assets of Kognitiv LLC to Capillary LLC pursuant to the Capillary APA. A copy of the Sale Order is attached to the McLeod Affidavit marked as **Exhibit "V"**.
- 3.2.5 On June 11, 2025, the Delaware Bankruptcy Court issued an Order (the "**Dismissal Order**"), among other things, (i) dismissing the US Chapter 11 Proceedings; and (ii) authorizing the distribution of any remaining proceeds of the Sale to the Pre-petition Lenders (as defined in the Dismissal Order). A copy of the Dismissal Order is attached to the McLeod Affidavit marked as **Exhibit "X"**.

3.2.6 The Capillary Transactions closed on May 1, 2025. The Acknowledgement and Amendment Agreement describes the payments made following the closing of the transactions, and those amounts are summarized in the table below.

<b>Use of Capillary Sale Proceeds</b>	<b>Overall (CAD)</b>
<b>Base Acquisition Price</b>	<b>\$24,000,000</b>
Estimated Working Capital Underage	(870,000)
Net Debt	(1,307,000)
Purchase Price Increase Amount (Severance)	1,036,000
<b>Total Consideration</b>	<b>\$22,859,000</b>
Adjustment Escrow Amount	(250,000)
Indemnity Escrow	(500,000)
Customer Churn Escrow	(3,650,000)
<b>Proceeds Received In Kognitiv Accounts</b>	<b>\$18,459,000</b>
DIP to Aimia	(507,877)
DIP to Roystone	(2,031,507)
<b>Remaining Proceeds</b>	<b>\$15,919,616</b>
US DIP Professional Fees	(593,833)
<b>Remaining Proceeds</b>	<b>\$15,325,783</b>
Roystone Success Fee	(1,845,450)
KERP	(458,897)
<b>Remaining Proceeds to Distribute</b>	<b>\$13,021,435</b>
Bridge Loan repayment - Roystone	(1,051,948)
Bridge Loan repayment - Aimia	(587,196)
<b>Remaining Proceeds</b>	<b>\$11,382,292</b>
Aimia Catch up Payment	(606,580)
<b>Remaining Proceeds</b>	<b>\$10,775,712</b>
Payment to Roystone Note 2	(8,671,215)
Payment to Aimia Note 2	(2,104,496)
<b>Remaining Proceeds</b>	<b>\$0</b>

## 4.0

## CORA ARBITRATION SETTLEMENT

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- 4.1 As outlined in the First Report and herein, prior to the NOI Filing Date, Kognitiv undertook an extensive marketing and sale process seeking to divest of its ELP line and completed a transaction with the Cora Group.
- 4.2 The Company expected that the sale of its ELP line of business would generate proceeds to support its SaaS platform, being the Company's core business.
- 4.3 However, as a result of a dispute, the Cora Group withheld approximately \$12.3 million of the purchase price, claiming Kognitiv breached the sale agreement, thereby depriving Kognitiv of the funds required to maintain operations.
- 4.4 The Arbitration Parties agreed to the Arbitration to adjudicate the claims of each party. The Cora Group asserted that Kognitiv had "fraudulently and intentionally" withheld material information integral to the business and in regard to the nature of its relationship with certain clients and consequently refused to pay Kognitiv the Financial Institution Client Holdback portion of the Purchase Price (each as defined in the CORA APA).
- 4.5 As detailed in the McLeod Affidavit, on April 15, 2025, the Court issued the Arbitration Lift Stay Order, thereby lifting the stay of proceedings established by section 69.1 of the BIA in respect of Kognitiv to allow the Cora Group to, among other things, continue the arbitration proceedings (the "**Arbitration**") in an attempt to resolve disputes arising from claims under an asset purchase agreement dated July 5, 2024 (the "**CORA APA**") entered into by the Arbitration Parties. A copy of the CORA APA is attached to the McLeod Affidavit marked as **Exhibit "Y"**.
- 4.6 The first phase of the Arbitration ("**Phase 1**") was heard by arbitrator William G. Horton on July 28-30, 2025. On October 31, 2025, Mr. Horton released his decision and reasons pertaining to Phase 1 (the "**Partial Final Award**"). In the Partial Final Award, Mr. Horton (i) determined the Cora Group had incurred a loss of \$3,405,000 as a result of certain misrepresentations by the Kognitiv Parties; and (ii) ordered the Cora Group to pay \$6,252,819 to the Kognitiv Parties, representing the balance of the Financial Client Institution Holdback Amount after deducting the Cora Group's loss arising from the Kognitiv Parties' misrepresentations and withholding of other amounts.
- 4.7 Thereafter, the Cora Group took the position that, given the Kognitiv Parties' insolvency, the failure to stay enforcement of the Partial Final Award would effectively defeat their claimed rights to contractual, legal and equitable set off. The Cora Group thus moved to stay enforcement of the Partial Final Award pending Phase 2, with Mr. Horton releasing his decision on the Motion to Stay Execution of Partial Final Award in Phase 1 (the "**Stay Execution Order**") on December 14, 2025, in which he found that, on the condition that the Cora Group pay the Kognitiv Parties \$3,284,148 within 45 days of the Stay Execution Order, enforcement of the balance of the Partial Final Award, in the amount of \$2,392,380, is stayed until the completion of Phase 2 (the "**Stay**"). A copy of the Stay Execution Order is attached to the McLeod Affidavit marked as **Exhibit "BB"**.

- 4.8 Prior to commencing Phase 2 of the Arbitration, the Arbitration Parties agreed to terms of a settlement of all issues raised or which could have been raised in relation to the CORA APA, or in the Arbitration, including the Partial Final Award and the Stay (the “**Settlement**”) for the amount of \$5,000,000 (the “**Settlement Amount**”) to be paid by the Cora Group to the Kognitiv Parties.
- 4.9 The Arbitration Parties, except for Loyalty Canada, entered into minutes of settlement (the “**Minutes of Settlement**”) and a full and final mutual release (the “**Release**”, and together with the Minutes of Settlement, the “**Settlement Documents**”), both dated December 30, 2025. Copies of the settled execution versions of the Minutes of Settlement and the Release are attached to the McLeod Affidavit and marked as Exhibit “**CC**” and Exhibit “**DD**”, respectively.
- 4.10 The Settlement Documents contemplate BDO executing both documents, in its capacity as Trustee in the Bankruptcy of Loyalty Canada. BDO is submitting a separate report seeking the Court’s authorization to execute the Settlement Documents on behalf of Loyalty Canada.
- 4.11 The Settlement Amount has been paid by the Cora Group to the Kognitiv Parties’ counsel, in escrow. It is a condition of the Settlement Documents that the Court approve the proposed Settlement, following which the Settlement Amount will be released from escrow and paid to Kognitiv.
- 4.12 Kognitiv has been in constant communication with the Senior Secured Creditors to provide progress updates throughout the entire Arbitration. Now that the Arbitration has run its course and all Arbitration Parties have executed the Settlement Documents, except for Loyalty Canada, Court approval of same will formally bring this dispute to an end.
- 4.13 Finalizing the Settlement Documents will result in a material recovery to Kognitiv’s estate. Additionally, it will avoid further ongoing professional costs associated with resolving the disputes surrounding to the CORA APA and will avoid any further uncertainty as to the outcome of the process. Accordingly, the Proposal Trustee is of the view that it is in the best interest of the Company’s stakeholders, in particular the Senior Secured Creditors, that the Settlement be approved by the Court and the dispute be brought to a conclusion.

## 5.0

## TRUSTEE'S AND ITS COUNSEL'S ACCOUNTS

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- 5.1 The fees and disbursements of the Proposal Trustee for the period March 1, 2025 through to January 31, 2026 are detailed in the BDO Fee Affidavit a copy of which is attached as **Appendix F**.
- 5.2 The Proposal Trustee's fees for the period March 1, 2025 through to January 31, 2026 encompass 126.5 hours at an average hourly rate of approximately \$480.95 for a total of \$60,840 prior to applicable taxes. The Trustee is, therefore, requesting that this Honourable Court approve the Trustee's fees and disbursements, inclusive of applicable taxes, in the amount of \$68,729.20.
- 5.3 The Proposal Trustee believes that the statements of account attached to the BDO Fee Affidavit accurately reflect the work that was done in connection with this matter and that all of the time spent by the Proposal Trustee was reasonable and necessary.
- 5.4 The fees and disbursements of Dentons, independent legal counsel to the Proposal Trustee, for the period March 1, 2025 through to January 31, 2026 are detailed in the Denton Fee Affidavit a copy of which is attached hereto as **Appendix G**.
- 5.5 The Proposal Trustee's counsel's fees for the period through to January 31, 2026 encompass 145.10 hours at an average hourly rate of approximately \$788.72 for a total of \$114,442.80 prior to disbursements of \$176.00 and applicable taxes. The Proposal Trustee is, therefore, requesting that this Honourable Court approve Dentons total fees and disbursements, inclusive of applicable taxes, in the amount of \$129,499.75.
- 5.6 The Proposal Trustee confirms that the fees and disbursements set out in the Dentons Fee Affidavit relate to advice sought by the Proposal Trustee. Further, the hourly rates charged by Counsel are consistent with the rates charged by corporate law firms practicing in the area of insolvency in the Greater Toronto market. It is the Proposal Trustee's view that the fees and disbursements of Counsel are reasonable and appropriate in the circumstances.

## 6.1 REMAINING ASSETS AND RECOVERIES

6.1.1 In addition to the Settlement proceeds, as outlined in the McLeod Affidavit, the Company has two remaining assets which are expected to be recovered, as follows.

- (i) There is approximately \$140,000 (or 391,277.99 Qatari Riyal) in an HSBC account in the name of Aimia UAE, the release of which is subject to Dubai Internet City confirming the release of a guarantee (the “**UAE Account Funds**”) which is to be released upon Dubai Internet City confirming that the guarantees (dating back decades) are no longer valid; and,
- (ii) Final amount owed to LSH US by Capillary from the final remittance set-off amount, which amount has been agreed to be \$306,433 (the “**Remittance Set-Off Amount**”).

6.1.2 The Company expects to receive the UAE Account Funds in the near future and has confirmed to the Proposal Trustee that the Remittance Set-Off Amount has been received on February 11, 2026.

6.1.3 Subject to this Court’s approval, the recoveries from the Remaining Assets can be distributed as outlined in section 6.2 herein.

## 6.2 PROPOSED DISTRIBUTION

6.2.1 Subject to the Court’s approval of the payment of the Success Fee and Professional Fees subject to the Administration Charge, the Company is seeking approval of the Proposed Distribution as set out below of the net funds on hand in the administration including, funds on hand, the anticipated proceeds of the Settlement together with the UAE Account Funds and the Churn Escrow and Indemnity Escrow Funds net of payment of Professional Fees and other administrative expenses, all as defined herein or in the McLeod Affidavit (collectively, the “**Remaining Assets**”).

6.2.2 As outlined herein, there are no other known claims that rank in priority to Guines and Aimia. Pursuant to the Amended and Restated Pari Passu Agreement dated March 27, 2024, entered into between Guines and Aimia, contemplates Guines and Aimia, respectively, shall share on a pro rata basis amounts owing under the Roystone Note 2 and the Aimia Capped Obligations which equates to an approximate 80% - 20% split in favour of Guines. Accordingly, the Proposed Distribution, will be distributed to each of Guines and Aimia on this basis.

6.2.3 The chart below provides an illustration of the funds on hand, anticipated proceeds, payments pursuant to the Administration Charge and the estimated Proposed Distribution to the Senior Secured Creditors who will incur a significant shortfall, as the Proposed Distribution is below their respective indebtedness:

<b>Summary of Proposed Distribution</b>		<b>CAD</b>
USD Cash on hand		\$49,381
CAD Cash on hand		7,332
Miller Thomson Trust Account		5,014,000
Capillary Escrow		274,880
Capillary Remittance Set off		31,553
HSBC Bank		148,686
<b>Total Gross Funds Available</b>		<b>\$5,525,831</b>
<b>Disbursements</b>		
Employee Expenses		(\$13,149)
Aird & Berlis (litigation and bankruptcy – projected)		(159,357)
BDO (projected – net of invoices and retainer)		(8,920)
Dentons (projected – net of invoices and retainer)		(84,329)
Miller Thomson		(61,167)
Roystone Restructuring Fees		(300,000)
Roystone Success Fee		(545,511)
Secretariat		(205,588)
Seven Oaks		(87,160)
Malaysia Entity		(22,000)
<b>Total Disbursements</b>		<b>(\$1,487,181)</b>
<b>Estimated Funds Available for Distribution</b>		<b>\$4,038,651</b>
<b>Proposed Distribution:</b>		
Payment to Roystone Note 2		(\$3,230,921)
Payment to Aimia Note 2		(\$807,730)
<b>Remaining Funds</b>		<b>\$0</b>

- 6.2.4 In the event the Company is assigned into bankruptcy prior to the receipt and/or payment/distribution of any amounts outlined above, the Company is seeking to have the Order binding on the trustee of Kognitiv and directing to have the trustee make the distributions directly.
- 6.2.5 The Company advises that if the Court declines the relief sought authorizing the payment of the Success Fee in priority to the Proposed Distribution, then the amount of the Success Fee would be distributed *pari passu* to the Senior Secured Creditors.

## 7.0

## RECOMMENDATIONS

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- 7.1 The Proposal Trustee respectfully submits this Second Report to the Court in support of the Company's motion for the relief sought as addressed in this Report.
- 7.2 The Proposal Trustee supports the above Recommendations on the following basis:
- (i) The Company has been acting in good faith and with due diligence;
  - (ii) The Senior Secured Creditors with an interest in the Proposed Distributions will suffer a significant shortfall and have valid, enforceable and prior ranking secured claims support the within motion; and
  - (iii) No creditor will be materially prejudiced by the relief sought, including approval of the Settlement and Proposed Distribution.

This Second Report is respectfully submitted this 12<sup>th</sup> day of February, 2026.

**BDO CANADA LIMITED**  
solely in its capacity as  
Trustee in the Proposal of  
Kognitiv Corporation  
and not in its personal capacity

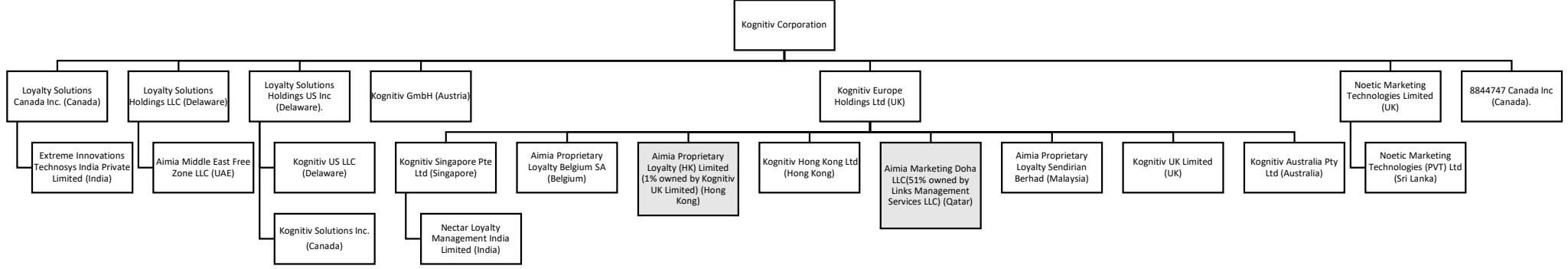


Per: Christopher J. Mazur CIRP, LIT  
*Senior Vice President*

# Appendix A

# Kognitiv Corporation

Current state as of  
December 11, 2024



# Appendix B

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
KOGNITIV CORPORATION  
OF THE CITY OF TORONTO  
IN THE PROVINCE OF ONTARIO

FIRST REPORT TO THE COURT OF  
BDO CANADA LIMITED,  
AS PROPOSAL TRUSTEE

MARCH 14, 2025

# *Listing of Appendices*

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- Appendix A - Kognitiv Corporation Corporate Structure
- Appendix B - Kognitiv Notice of Intention to Make a Proposal
- Appendix C - PPSA Search
- Appendix D - Kognitiv Proposal
- Appendix E - Trustee's Report to the Creditors on the Proposal
- Appendix F - Fee Affidavit of Christopher J. Mazur
- Appendix G - Fee Affidavit of John Salmas

## CONFIDENTIAL APPENDICES

- Confidential Appendix 1 - Bid Summary
- Confidential Appendix 2 - Unredacted Share Purchase Agreement
- Confidential Appendix 3 - Proposed Use / Distribution of Gross Sale Proceeds

# 1.0 INTRODUCTION AND PURPOSE OF THE REPORT

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## 1.1 INTRODUCTION

- 1.1.1 Kognitiv Corporation (“Kognitiv” or the “Company”) has its registered head office in Toronto, Ontario. The Company specializes in customer loyalty and marketing technology solutions and deploys proprietary technology platforms and performance models.
- 1.1.2 Founded in 2008, Kognitiv aims to help brands build deeper relationships with their customers through data-driven personalization and optimization. Kognitiv’s platforms leverage Artificial Intelligence (“AI”) and machine learning to deliver personalized experiences across various channels, helping businesses maximize their customer lifetime value and engagement.
- 1.1.3 In June 2020, Kognitiv merged with Aimia Inc.’s Loyalty Solutions entity to create a data and technology led business, resulting in the current Kognitiv entity. Aimia Inc. (“Aimia”) holds a 49% ownership interest in Kognitiv and is also a secured creditor of the Company. The balance of shareholders’ interest is split amongst approximately 400 separate investors.
- 1.1.4 Kognitiv is a holding company, with its interests in several international subsidiary corporations, with back-office support provided by employees in Malaysia, and customer and technical employees and contractors in Canada, the United States, the United Kingdom, Sri Lanka, India, UAE, Qatar, and Argentina. The Company receives no direct revenue. Attached hereto as Appendix A is a copy of the Company’s Corporate structure. Only Kognitiv Corporation is subject to the NOI Proceedings (as defined herein), and not any of its subsidiaries.
- 1.1.5 Kognitiv has never operated profitably and has supported significant historical losses of its subsidiaries located in various jurisdictions through inter-company loans funded, in large part, from corporate finance activities, including equity and debt (injected in the subsidiaries by Kognitiv) giving rise to extensive debt levels that, absent additional funding, are not sustainable.
- 1.1.6 In an effort to generate additional funding to sustain operations, the Company sought to divest legacy assets that did not align with its core loyalty Software as a Service (“SaaS”) platform strategy. The Company undertook an extensive sales process and, in July 2024, entered into an asset purchase agreement with Gary Jonas Computing Ltd., Cora Group Australia Pty Ltd., Jonas Computing (UK) Limited and Jonas Food Holdco Inc. (collectively the “Cora Group”) for the transfer of certain Kognitiv assets, including all software, intellectual property, and contracts relating to its legacy Enterprise Loyalty Platform (“ELP”).
- 1.1.7 ELP represented slightly over half of total revenues of the Kognitiv Group. However, with the significant operating overhead, the ELP business provided minimal operating margins and was not the focus of the Company’s growth strategy. The ELP sale was expected to generate cash proceeds to support and allow Kognitiv to focus entirely on its remaining core business, its SaaS platform. However, despite the sale of the ELP business, purchase price proceeds in the amount of approximately \$12.3 million have been withheld by the Cora Group—who is claiming certain breaches of the associated

asset purchase agreement—thereby depriving Kognitiv of the funds to maintain operations. The Proposal Trustee (defined herein) understands that Kognitiv and the Cora Group have agreed to an arbitration process, which is expected to result in a ruling on or around August 30, 2025.

- 1.1.8 As a result of the foregoing, together with the significant recurring losses and accumulated deficit of approximately \$332 million (as illustrated in Section 1.2 herein), on December 12, 2024 (the “NOI Filing Date”), Kognitiv filed a Notice of Intention to Make a Proposal (the “NOI”) pursuant to the *Bankruptcy and Insolvency Act (Canada)* (the “BIA”), a copy of which is attached hereto as Appendix B. BDO Canada Limited consented to act as the Proposal Trustee (“BDO” or the “Proposal Trustee”). Kognitiv’s NOI proceedings are hereinafter referred to as the “NOI Proceedings”.
- 1.1.9 As outlined further in Section 2.6, there are six parties which have registered a security interest in Kognitiv pursuant to the *Personal Property Security Act* (“PPSA”). A copy of the search of PPSA registrants is attached hereto as Appendix C.
- 1.1.10 The Company’s largest secured creditors, including Guines LLC (“Guines”), Aimia and BDC Capital Inc. (“BDCC”) support of the NOI Proceedings, as it provides the Company with an opportunity to maximize the value of the ongoing operations, relative to a bankruptcy or liquidation.
- 1.1.11 The Company filed a Proposal dated January 10, 2025, a copy of which is attached hereto Appendix D. Under the terms of the Proposal, the Company undertook steps to maximize realization of its assets via the Sale Process and with collection efforts on Kognitiv group’s accounts receivable (“AR”) by taking such steps (including considering enforcement options available to the Company).
- 1.1.12 The First Meeting of Creditors was held on January 31, 2025 (the “FMOC”). The Proposal Trustee outlined the terms of the Proposal, explained the critical nature of the Sale Process and sought to adjourn the meeting to allow for the Sale Process to be carried out. A copy of the Proposal Trustee’s Report to Creditors presented at the FMOC is attached hereto as Appendix E. The FMOC was adjourned to March 3, 2025 (the “Reconvened FMOC”) and the Proposal Trustee advised the creditors in attendance on such date that a further adjournment is necessary to permit the Company to negotiate a final agreement and seek Court approval to complete the Transaction (as defined herein). The Creditors in attendance on March 3, 2025 agreed that the FMOC should be further adjourned *sine die*. The Proposal Trustee is to provide creditors with an update within one month of the Reconvened FMOC.
- 1.1.13 As outlined in Section 2 herein, since filing the NOI, the Proposal Trustee has been involved in various matters assisting the Company, including, (i) reviewing the Company’s cash flow and related assumptions (the “Cash Flow”), (ii) assisting the Company with the preparation of its Proposal, (iii) preparing the Trustee’s Report on the Proposal, (iv) assisting the Company and Roystone Capital Management LP (“Roystone Capital”) with the implementation of a Sale Process (as defined below), and (v) correspondence with various creditors and other stakeholders.

## 1.2 OPERATING RESULTS AND FINANCIAL POSITION

1.2.1 During its fiscal years ended December 31, 2022 (“FY22”) and December 31, 2023 (“FY23”), the Company incurred net losses of \$49.8 million and \$35.5 million, respectively. Additionally, the Company’s losses continued through the first 11 months ending November 30, 2024 (“YTD24”) totalling \$30.2 million.

1.2.2 As a result of the significant losses and accumulated deficit, the Company has funded operations primarily through private placements and short-term promissory notes. However generating additional funding with the current debt structure and reduced platform/revenues has proven to not be feasible. The chart below illustrates Kognitiv’s overall Consolidated (unaudited/internal) balance sheet as at November 30, 2024:

Kognitiv Corporation Consolidated Balance Sheet CAD \$000s	As at November 30, 2024		
	Kognitiv Corporation CAD Total	Subsidiary Entities CAD Total	Total Kognitiv Consolidated CAD Total
Total current assets	75,534	(47,404)	28,130
Non-current assets	90,771	(51,553)	39,218
Total assets	166,305	(98,957)	67,348
Total current liabilities	100,283	(30,171)	70,112
Total non-current liabilities	15,180	4,949	20,129
Total liabilities	115,463	(25,222)	90,241
Shareholders' equity			
Capital Contributions	267,015	42,173	309,188
Deficit	(216,173)	(115,908)	(332,081)
Total shareholders' equity	50,842	(73,735)	(22,893)
Total liabilities and shareholders' equity	166,305	(98,957)	67,348

1.2.3 As at November 30, 2024, the Company’s consolidated net working capital (calculated as current assets of \$28.1 million less current liabilities of \$70.1 million) was in a deficit position of approximately \$42.0 million. Overall, the Company has an accumulated consolidated deficit of approximately \$332.1 million.

1.2.4 Based on the foregoing, and as outlined above, the Company determined that it needed to file the NOI Proceedings to obtain a stay of proceedings, stabilize the operations and cashflow while pursuing a sale of the Company’s assets or business for the benefit of all stakeholders.

1.2.5 During the NOI Proceedings the Company, with the assistance of the Trustee, filed a proposal and initiated a sale process (the “Sale Process”) for the sale of the Company’s operations and assets, which sale is subject to section 65.13 of the BIA and approval of the Ontario Superior Court of Justice (in Bankruptcy and Insolvency) (the “Court”).

## 1.3 PURPOSE OF THIS REPORT

1.3.1 The Company filed its Motion Record returnable March 18, 2025 (the “Motion Record”), which included the Affidavit of Mr. Tim Sullivan, CEO (the “Sullivan

Affidavit”) in support of the Company’s motion to, among other matters, seek the approval of the Sale Process and the related Transaction. The Sullivan Affidavit and related Motion Record should be read in conjunction with this first report of the Proposal Trustee (the “First Report”).

1.3.2 The purpose of the First Report is to provide this Court with information concerning the activities of the Company and its advisors, and the Proposal Trustee since the NOI Filing Date and, in particular, to outline the outcome of the Company’s Sale Process and to seek, among other matters, the Court’s approval of the related Sale Approval and Vesting Order sought by the Company. Accordingly, this report is submitted by the Proposal Trustee to:

- (i) Report on the Trustee’s activities, the efforts made by the Company in these NOI Proceedings, and the results of the Sale Process; and,
- (ii) Provide the basis for the Proposal Trustee’s support of the Company’s motion for the following two Orders, *inter alia*:

a. An Approval and Vesting Order dated March 18, 2025:

- I. Approving the sale transaction (“Transaction”); contemplated by the share purchase agreement entered into between the Company, as vendor, and Capillary Pte. Ltd., as purchaser (the “Purchaser”) pursuant to which the Purchaser agrees to purchase, and the Company agrees to sell the assets outlined therein (the “Purchased Assets”) from the Company, and authorizing the Company to complete the Transaction
- II. Upon the delivery of the Proposal Trustee’s Certificate, to the Company and the Purchaser, certifying that all applicable conditions of closing under the SPA (other than delivery of the Proposal Trustee’s Certificate) have been satisfied and/or waived, as applicable, vesting in and to the Purchaser all of the Company’s right, title and interest, in and to the Purchased Assets, free and clear of any and all encumbrances; and
- III. Sealing Confidential Appendices 1, 2 and 3 (filed separately with the Court) until further order of this Court or Closing of the Transaction (as defined in the Share Purchase Agreement) has occurred; and,

b. An Ancillary Order (the “Ancillary Relief Order”) dated March 18, 2025:

- I. Granting the Administration Charge (as defined below) to secure the fees and disbursements of the Proposal Trustee, the Proposal Trustee’s independent counsel and the Company’s counsel;

- II. Approving the First Report of the Proposal Trustee, and the actions, conduct and activities of the Proposal Trustee and the Trustee's Counsel as described herein;
- III. Approving the fees and disbursements of the Proposal Trustee, as set out in the Proposal Trustee's Fee Affidavit (the "BDO Fee Affidavit"), and its independent legal counsel, Dentons Canada LLP, (the "Trustee's Counsel"), as set out in the Fee Affidavit of Dentons ("Dentons Fee Affidavit), and as described herein;
- IV. Approving the terms of the Amended and Restated Independent Contractor Agreement made as of September 3, 2024 (the "Restructuring Advisory Agreement"), pursuant to which the Company engaged Roystone Capital to act as an independent contractor to provide certain services to the Company related to the Company's restructuring, recovery of assets, and the NOI Proceedings;
- V. Approving and authorizing the payment by the Proposal Trustee of the Success Fees (as defined in the Restructuring Advisory Agreement) to Roystone Capital from the sale proceeds of the Transaction, which amount shall be paid as Transaction costs in priority to amounts owing to the Senior Secured Creditors (as defined below);
- VI. Approving a key employee retention plan (the "KERP"), attached as Confidential Appendix "1" to the Sullivan Affidavit, and authorizing the Company to make the payments contemplated by the terms of the KERP (as defined below) from the sale proceeds generated from the Transaction;
- VII. Authorizing and directing the Proposal Trustee to make one or more distributions (the " Proposed Distribution") from the net sale proceeds from the Transaction to each of Guines and Aimia Inc. (together the "Senior Secured Creditors") on account of their respective secured indebtedness, after deducting the payment of the professional fees, the Success Fee and payments pursuant to the KERP, each as set out in this First Report, and any other necessary reserves as determined by the Proposal Trustee;
- VIII. Sealing Confidential Appendix "1" to the Sullivan Affidavit until further order of the Court; and
- IX. Such other relief as the Court may deem appropriate.

## 1.4 TERMS OF REFERENCE

- 1.4.1 In preparing this First Report, the Proposal Trustee has relied upon the Company's books and records, unaudited and draft financial information available, certain financial information obtained from third parties, and discussions with various individuals (collectively, the "Information"). The Proposal Trustee has not audited, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly the Proposal Trustee expresses no opinion or other form of assurance contemplated under the CAS in respect of the Information.
- 1.4.2 This First Report has been prepared for the use of this Court in respect of the above-noted relief. This First Report should not be relied upon for any other purpose. The Proposal Trustee will not assume responsibility or liability for losses incurred as a result of the circulation, publication, reproduction or use of this Report contrary to the provisions of this paragraph.
- 1.4.3 Capitalized terms used herein but not otherwise defined shall have the meaning as defined in the Motion Record or the Sullivan Affidavit.
- 1.4.4 All references to dollars are in Canadian currency unless otherwise noted.
- 1.4.5 BDO has created a case website to store all public records in this matter, which can be found at the following address:

<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/kognitivcorporation>

## 2.1 PROPOSAL TRUSTEE'S ACTIVITIES

2.1.1 In respect of the NOI Proceedings, the Proposal Trustee has worked with the Company in administering its obligations pursuant to the BIA. In particular, the Proposal Trustee has:

- (i) Notified the creditors of the stay of proceedings and filing of the NOI;
- (ii) Reviewed the Company's cash flow and related assumptions, and filed the Report on the Cash-Flow Statement by the Person Making the Proposal and the Trustee's report on Cash-Flow Statement with the Superintendent of Bankruptcy within the required ten (10) day period and in the prescribed forms;
- (iii) Monitored the business and cash-flow of the Company;
- (iv) Attended meetings with management and Roystone Capital on matters related to the proposal and, in respect of the Sale Process;
- (v) Corresponded with the Company's counsel and certain of the Company's stakeholders, including, but not limited to, current and former employees, Aimia, Guines, Roystone Capital, and BDCC;
- (vi) Assisted the Company in developing its Proposal, prepared the Trustee's Report to the Creditors and notified and coordinated the original and Reconvened FMOOC;
- (vii) Assisted the Company and Roystone Capital in developing, implementing and monitoring the Sale Process;
- (viii) Corresponded with the Company's creditors affected by the Proposal; and,
- (ix) Prepared reports and correspondence, including this First Report.

2.1.2 The Proposal Trustee notes that since the filing of the NOI Proceedings, there have been no material adverse changes with respect to the Company's financial performance.

2.1.3 The Proposal Trustee is of the opinion that since the filing of the NOI Proceedings, the Company has been acting in good faith and with due diligence with respect to its obligations under the BIA.

## 2.2 PROPOSAL

2.2.1 The Company filed its Proposal dated January 10, 2025. The purpose of the Proposal is to (i) allow the Company to effect a possible restructuring of its business and affairs, (ii) permit the Company to maintain and continue its business operations and collect outstanding AR, and (iii) carry out the Sale Process, with the assistance of Roystone Capital and the Proposal Trustee, all intended to maximize recoveries and facilitate a possible distribution to the affected creditors with proven claims of any proceeds for

the sale of its operations and assets generated from the Sale Process that exceed the claims of any secured creditors, in the expectation that all Affected Creditors will derive greater benefit from the Proposal than they would otherwise receive from a bankruptcy of the Company.

2.2.2 Critical to the Proposal is the outcome of the Sale Process and the Company's efforts to collect on outstanding AR, which is ongoing. The Sale Process is outlined in Section 3 herein.

2.2.3 The FMOC to review and consider the Proposal was held on January 31, 2025 and was adjourned to March 3, 2025 to provide for additional time to review and consider the outcome of the Sale Process. Given that the Sale Process and the proposed Transaction are subject to this Court's approval, and since the Company's collection efforts are ongoing, the Reconvened FMOC was further adjourned *sine die*.

## 2.3 GOVERNMENT ACCOUNT - SOURCE DEDUCTIONS

2.3.1 The Company uses a third-party payroll service provider. Based on the Company's records, there are no outstanding source deduction remittances. Canada Revenue Agency ("CRA") has been served with a copy of the Motion Record and this First Report. The Company provided its on-line CRA statement of account to the Proposal Trustee, which shows that no amounts are outstanding on account of source deductions.

## 2.4 GOVERNMENT ACCOUNT - HST

2.4.1 Kognitiv has filed all outstanding returns that were due as at the NOI Filing Date. The Company's records show that there are no outstanding amounts owing to CRA on account of HST. The Company provided its on-line CRA statement of account to the Proposal Trustee, which shows that no amounts are outstanding on account of HST.

## 2.5 WAGE EARNER PROTECTION PROGRAM ACT ("WEPPA")

2.5.1 WEPPA is typically filed by a Trustee or Receiver in cases of bankruptcy or receivership. However, pursuant to WEPPA, employees may still be eligible for the Wage Earner Protection Program even if a company is in proposal proceedings under the BIA.

2.5.2 Pursuant to Section 5(5) of WEPPA, on application by any person, a court may, in proceedings under Division I of Part III of the BIA or under the *Companies' Creditors Arrangement Act*, determine that the former employer meets the criteria prescribed by regulation. Pursuant to Section 3.2 of the Wage Earner Protection Program Regulations in order to qualify, the former employer must have terminated all of its employees in Canada, other than any retained to wind-down its business operations.

2.5.3 Based on the Company's records, there are four (4) former employees who have a claim in respect of a formalized severance agreement and six (6) terminated employees who do not have a severance agreement in place, three (3) of whom have not filed a proof of claim and three (3) of whom have proofs of claim under review.

2.5.4 Given that the Proposal process and the determination of claims (including of former employees) is ongoing, WEPPA will be considered in connection with a future Order of the Court or if there is a change in the form of proceedings, wherein WEPPA becomes applicable.

## 2.6 SECURED CREDITORS

2.6.1 Paragraphs 56 through 105 of the Sullivan Affidavit sets out in extensive detail the existence and nature of the Company's secured creditor obligations, including loan instruments, amendments and subordination and/or priority agreements (the "Secured Creditors"). The chart below provides a summary of the Secured Creditors and the nature and amount of the respective debt as at the date of filing the Proposal:

Secured Creditor (1)	Description of Security / Nature of indebtedness	Indebtedness (2) (in CAD \$000's)
TD Bank	GSA - Limited to Cash Collateral in a GIC	Nil
BDC	Convertible Notes	\$4,955
Guines	GSA Promissory Notes Convertible Notes	\$43,602
S. M. Watt ("Watt")	Convertible Notes	\$140
Aimia	Promissory Notes	\$7,526
Urbana Corporation ("Urbana")	Convertible Notes	\$1,403
	Total	\$57,626

Notes:

- (1) Listed in order of PPSA registration date.
- (2) Based on the Company's records as at January 10, 2025, the Proposal filing date.

2.6.2 Guines holds a general security interest against all of Kognitiv's assets, which has been registered under the PPSA. As a result of the Company's ongoing financial losses and cashflow constraints, the Company was in default of its loan covenants. Accordingly, on October 15, 2024, Guines issued a demand for payment and a notice of intention to enforce security ("NITES") pursuant to s. 244 of the BIA. The 10-day notice period provided in the NITES expired prior to the NOI Filing Date. As a result, Guines is an unaffected creditor in the NOI Proceedings, but is cooperating with the Company as doing so is believed to be in the best interests of all stakeholders.

2.6.3 As of the NOI Filing Date, Kognitiv was indebted to Guines in the approximate amount of \$43.6 million. Trustee's Counsel conducted a review of the Guines security and provided its opinion that, subject to the typical assumptions and qualifications, the Guines security is valid and enforceable.

2.6.4 Similarly, the Trustee's Counsel reviewed and provided its opinion that Aimia's security is valid and enforceable. As at the NOI Filing Date, Kognitiv was indebted to Aimia in the approximate amount of \$7.5 million.

2.6.5 The total amount owed pursuant to the ARPPA (as defined below) with Aimia is split as between Guines and Aimia on a pro rata basis based on the amount of their total respective indebtedness amounts under the Roystone Note 2 and the Aimia Capped Obligations (as defined below), which equates to an approximate 80% - 20% split in favour of Guines. Accordingly, as part of the Proposed Distribution, the sale proceeds from the Transaction will be distributed to each of Guines and Aimia on this basis.

2.6.6 Guines and Aimia entered into an Amended and Restated Pari Passu Agreement dated March 27, 2024 (the "ARPPA") in relation to their security interests in the assets of Kognitiv. Accordingly, the Proposed Distribution sought herein, is subject to the terms of the ARPPA.

2.6.7 The Trustee's Counsel conducted a review of the security of the registered secured lenders and advised, that subject to the usual qualifications, the secured lenders' security is valid and enforceable.

## 2.7 SUMMARY OF PRIORITIES AMONGST SECURED CREDITORS

2.7.1 Based on the various security instruments, PPSA registrations and related priority/subordination agreements amongst the secured parties, below is a summary of the relative priorities amongst Guines, Aimia, BDCC, Watt and Urbana (and any other noteholders):

(a) First: Guines and Aimia sharing *pari passu* on a pro rata basis in respect of the amounts owing in connection with Roystone Note 2 and the Aimia Amended Note, the latter up to the principal amount of \$4,500,000 plus fees and interest ("Aimia Capped Obligations");

(b) Second: Guines in respect of the amounts owing in connection with Roystone Note 1;

(c) Third: BDCC in respect of the amounts owing in connection with BDCC Note;

(d) Fourth: Aimia in respect of any balance owing under the Aimia Amended Note; and

(e) Fifth: Guines, Watt and Urbana sharing *pari passu* in respect of the amounts owing in connection with Roystone Note 3, the Watt Note and the Urbana Note(s).

2.7.2 The Proposed Distribution outlined in Section 6 herein will be paid to the Senior Secured Creditors in order of priority pursuant to the relevant registrations and/or applicable subordination agreements among the secured parties in line with the list above.

## 2.8 RESTRUCTURING ADVISOR

2.8.1 As a result of the Company's limited liquidity and financial constraints, in September 2024, the Company entered into the Restructuring Advisory Agreement with Roystone Capital to assist the Company with, among other matters, strategic and technical restructuring advice for the maximization of value for stakeholders, reviewing and analyzing corporate and financial data, coordinating professional service providers including legal and accounting and coordinating with the Company board, executive and employees.

- 2.8.2 In particular, Roystone Capital has been instrumental in the Company's Sale Process, negotiating with key stakeholders, and assisting with the related financial due diligence and negotiation of the Sale and Purchase Agreement ("SPA"). Further details and outline of the services and role of Roystone Capital are outlined in the Sullivan Affidavit at paragraphs 35-55.
- 2.8.3 In addition to serving as a restructuring advisor to the Company, Roystone Capital is a significant secured creditor of the Company. Specifically, Guines (which advanced significant funds to the Company as detailed in the Sullivan Affidavit) is an entity related to and controlled by Roystone Capital.
- 2.8.4 The Restructuring Advisory Agreement includes a work fee of \$60,000 per month plus a success fee equivalent to ten percent (10%) of the gross value of all financial recoveries actually received by the Company from its restructuring efforts, including the gross value of any purchase price generated from the sale of the Company's assets (the "Success Fee").
- 2.8.5 If the Success Fee is not paid to Roystone Capital, the sale proceeds proposed to be used to pay the Success Fee would, nevertheless, flow to Guines (its investment vehicle) and Aimia, pursuant to the secured indebtedness owing by the Company, as the senior secured indebtedness owing to Guines and Aimia is significant, and the Senior Secured Creditors are not expected to fully recover amounts owing to them from this Transaction.
- 2.8.6 The Trustee understands that both Aimia and BDCC, the secured creditors with an economic interest, have been notified, and BDCC has objected to the payment of the Success Fee. The Company has advised the Proposal Trustee that it is in discussions with BDCC about having the Proposal Trustee hold an amount equal to the Success Fee in trust pending a further court order.
- 2.9 KEY EMPLOYEE RETENTION PLAN ("KERP")
- 2.9.1 In order to avoid any disruption that would have been caused by the sudden departure of key employees, the Company designed an incentive plan to retain key employees and independent contractors who were essential to assist the Company through the NOI Proceedings and the related Sale Process (collectively the "KERP Participants"). A redacted copy of the KERP is attached as Exhibit "DD" to the Sullivan Affidavit.
- 2.9.2 The KERP Participants perform critical management or business functions and possess a thorough understanding that is critical to the day-to-day operations of the business, which would not be easily replaceable in the short-term and/or in an insolvency proceeding, given the lack of uncertainty.
- 2.9.3 The KERP is designed to provide an incentive to the KERP Participants, encouraging them to remain with the Company throughout the duration of the Sale Process. This incentive is critical to maintain the stability of the operations, as it motivates key employees to stay in their current positions during this critical time, and aid in avoiding any disruption prior to the Closing, which could negatively impact the Transaction.
- 2.9.4 The KERP was developed by the Company, taking into account the existing compensation packages of the KERP Participants and the unique circumstances of the

NOI Proceedings. Under the terms of the KERP, participants are entitled to a maximum aggregate amount equal to two and a half percent (2.5%) of the gross sale price from the Transaction (the "KERP Funds"), subject to the KERP payments being made solely based on the cash portion actually received by the Company in connection with the Transaction. Each participant will receive a proportionate share of the KERP Funds.

- 2.9.5 The Trustee understands that Aimia, BDCC and Guines, the secured creditors with an economic interest, have been notified and no party has objected to the payment of the KERP.
- 2.9.6 The KERP has been put in place to ensure continuity and stability throughout the NOI Proceedings and the Sale Process. The departure of key employees could have been detrimental to the business and negatively impacted the Sale Process. The KERP Participants took on the risk of no viable transaction resulting from the Sale Process.
- 2.9.7 Based on the foregoing and the Proposal Trustee's review of the proposed KERP payments relative to the compensation of the KERP Participants and the critical nature of their roles in the business operations through the NOI Proceedings and Sale Process, the Proposal Trustee is of the view that the KERP is justifiable in the circumstances and is supportive of the payment thereof by the Company.

## 3.0 SALE PROCESS, APPROVAL AND VESTING ORDER

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### 3.1 SALE PROCESS

3.1.1 The Proposal Trustee, in conjunction with the Company's management and Roystone Capital, commenced a sale process with the intention of exposing the Company's assets and business to the market, seeking to maximize realizations relative to liquidation.

3.1.2 The sale process included the following steps (the "Sale Process"):

- (i) The Proposal Trustee assisted the Company and Roystone Capital to prepare an Advertisement for a Request for Offers, Opportunity Highlights, Sale Process and Bidding Procedures and a Form of Offer, which was included in the Data Room;
- (ii) The Advertisement was published in the January 17, 2025 edition of the Financial Post, and on the Insolvency Insider's website, including its weekly releases (4 editions) which site/publication has approximately 9,000 registered users/readers;
- (iii) Roystone Capital had an integral role in developing and implementing the Sale Process, assisting with a number of matters, including, but not limited to:
  - a. Developing a list of prospective and strategic targets who may be interested in purchasing the Company's assets or business (each a "Potential Bidder");
  - b. Preparing marketing and due diligence materials;
  - c. Contacting and responding to due diligence enquiries from Potential Bidders; and
  - d. Negotiating the proposed terms of the Transaction;
- (iv) On behalf of the Company, the Trustee e-mailed the Opportunity Highlights and a mutual Non-Disclosure Agreement ("NDA") to each Potential Bidder and to parties that requested to participate in the Sale Process via the Advertisements (collectively the "Potential Bidders");
- (v) Lots available for sale (the "Assets") were as follows:

Lot #	Description
Lot 1	Loyalty solutions and services business comprised of the shares of Loyalty Solutions Holdings US Inc. ("LSH") (1)
Lot 2	The shares in the Company's other subsidiaries, including the Tax losses

Note: (1) LSH is the sole shareholder of each of the following indirect subsidiaries of the Vendor: (i) Kognitiv US LLC, (ii) Kognitiv Proprietary Loyalty Sendirian Berhad, and (iii) Kognitiv Solutions Inc. (collectively, the "Subsidiaries").

- (vi) Kognitiv assets excluded from the Sale Process include the Company's cash/bank balances, and AR, if any; and
  - (vii) The Bidding Procedures set a deadline for the submission of bids, being 5:00 p.m. (Toronto time) on February 14, 2025, and set out general information on proposed terms and conditions (including the form of offer, deposit details, etc.).
- 3.1.3 Potential Bidders that executed the NDA were granted access to a Confidential Information Memorandum ("CIM") and preliminary Data Room. Given the sensitive nature of the Company's proprietary financial information and data, after review of the preliminary Data Room and an initial call with the Company, Roystone Capital and the Proposal Trustee, a determination was made if the Potential Bidders would participate further and be granted access to additional confidential data. Overall, 24 Potential Bidders were contacted, and 12 accessed the Data Room to conduct due diligence. Five (5) offers were submitted as a result of the Sale Process.
- 3.1.4 The Sale Process contemplates that the closing of any sale(s) shall be conditional upon approval of the Court and preserves the Court's authority to approve any sale under section 65.13 of the BIA.
- 3.1.5 Based on the foregoing, the Proposal Trustee respectfully requests that the Court ratify the Sale Process undertaken by the Company.
- 3.2 Share Purchase Agreement
- 3.2.1 The Proposal Trustee has prepared a confidential appendix to this Report ("Confidential Appendix 1") to summarize for the Court the bid submissions for the Purchased Assets (the "Bid Summary"), which illustrates that the bid submission of the Purchaser is superior to other offers submitted.
- 3.2.2 The Purchaser's bid submission was conditional on additional due diligence and entering into a Share Purchase Agreement acceptable to the parties. After completion of the additional due diligence, the Company and the Purchaser negotiated a final Share Purchase Agreement dated March 7, 2025, which contemplates, among other things, the purchase and sale of the shares of Kognitiv's subsidiary Loyalty Solutions Holdings US Inc., which sale is subject to this Court's approval and is proposed to close within 10 days thereafter or sooner, subject to the Purchaser waiving the appeal period. The Transaction contemplates a deposit of 5%, which was submitted and is being held by the Proposal Trustee.
- 3.2.3 Based on the bids submitted, the Proposal Trustee is of the opinion that the Transaction represents the best value for the Purchased Assets.

- 3.2.4 The terms of the Transaction have been discussed with Guines, Aimia and BDCC, and the Proposal Trustee understands that they support the Transaction.
- 3.2.5 Accordingly, the Proposal Trustee supports the Company's motion requesting approval of the Transaction contemplated by the Share Purchase Agreement, with such minor amendments as the Company may deem necessary or appropriate, and vesting the Purchased Assets in the Purchaser pursuant to an approval and vesting order in a form consistent with the draft model order approved by the Commercial List Users' Committee of the Ontario Superior Court of Justice, to be effective upon the Proposal Trustee delivering the Proposal Trustee's Certificate (as appended to the form of the Approval and Vesting Order) upon satisfaction of the conditions precedent detailed in the Transaction. A copy of the Share Purchase Agreement with the commercially sensitive details redacted is attached as Exhibit CC to the Sullivan Affidavit. An unredacted copy of the Share Purchase Agreement is included as Confidential Appendix 2 to this First Report.
- 3.2.6 The Proposal Trustee supports the Company's request that Confidential Appendices 1, 2 and 3 to this First Report (which are filed separately with the Court) be subject to a Sealing Order of the Court pending the completion of the proposed Transaction or until further Order of this Court. The Proposal Trustee is proceeding in this manner because, while the Court should have the information, the Proposal Trustee wishes to prevent any potential negative impact on the market for the Purchased Assets arising from this information becoming public, should the proposed Transaction not close and the Assets of the Company need to be remarketed.

### 3.3 SALE APPROVAL

- 3.3.1 The Proposal Trustee believes that the Sale Process was an effective and timely method to market the Company's Assets to interested parties in the circumstances.
- 3.3.2 The Trustee has reviewed the Purchaser's bid relative to other bids submitted and, in accordance with Section 65.13 of the BIA, recommends that the Court approve the Transaction for, among other reasons, the following considerations:
- (i) The Assets were marketed in a fair and transparent Sale Process;
  - (ii) The SPA provides the greatest realization for the Purchased Assets included in the Sale Process;
  - (iii) The Senior Secured Creditors support the proposed Transaction; and
  - (iv) The Transaction is not prejudicial to the Company's other creditors as it provides the best value based on the other bid submissions and the appraisal.
- 3.3.3 Based on the foregoing, the Proposal Trustee respectfully requests that the Court approve the Transaction to the Purchaser and grant an Order vesting the Purchased Assets in and to the Purchaser free and clear of all encumbrances in accordance with the terms of the draft Approval and Vesting Order.

- 4.1 The Company is seeking a first-ranking charge over all of its property, including the proceeds of the Transaction, in priority to all other charges and encumbrances, to secure the fees and disbursements of the Company's counsel, the Proposal Trustee and the Trustee's Counsel up to a maximum of \$500,000 (the "Administration Charge"). The Administration Charge in favour of professionals is, in the view of the Proposal Trustee, appropriate in the present case.
- 4.2 The Proposal Trustee has and will continue to oversee the NOI Proceedings and Sale Process through its completion and will call upon counsel as appropriate to carry out its obligations relating thereto. A summary of essential services provided include:
- i. Administering and monitoring of the NOI Proceedings, including preparing reports to creditors, the Official Receiver, and this Court, including this First Report and any future reports as may be required, and reviewing the Company's cash-flows and related financial disclosure;
  - ii. Providing general corporate and specialized restructuring advice to the Company; and
  - iii. Assisting the Company in the preparation of its Proposal, vetting, among other things, debt and security documents of the Company's creditors, the Sale Process and/or financial reporting, as may be required under the BIA.
- 4.3 The Proposal Trustee is of the view that the Administration Charge and Proposed Distribution are appropriate in these circumstances:
- (i) It is necessary for the Company to pay the reasonable fees and disbursements associated with the NOI Proceedings;
  - (ii) The Proposal Trustee, the Trustee's Counsel and the Company's counsel are not willing to assume the risk of extending further credit to the Company in respect of the NOI Proceedings; and
  - (iii) The quantum of the proposed Administration Charge is reasonable given the nature and scope of the services provided, and protects from the possibility that the Company might not be able to fund its professional fees.
- 4.4 Section 64.2 of the BIA provides the Court with jurisdiction to grant a super-priority charge such as the Administration Charge requested herein where notice is given to secured creditors. In this regard, the Proposal Trustee is advised by the Company's counsel that all other creditors having registrations against the Company under the PPSA have been served with the Company's Motion Record. Based on the foregoing, the Proposal Trustee respectfully requests that the Court grant the Administration Charge sought in the Motion Record.

## 5.0 TRUSTEE'S AND ITS COUNSEL'S ACCOUNTS

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- 5.1 The fees and disbursements of the Proposal Trustee for the period through to February 28, 2025 are detailed in the Affidavit of Christopher J. Mazur sworn March 11, 2025 (the "BDO Fee Affidavit"), a copy of which is attached as Appendix F.
- 5.2 The Proposal Trustee's fees for the period through to February 28, 2025 encompass 220.1 hours at an average hourly rate of approximately \$485.11 for a total of \$106,773, prior to applicable taxes. The Trustee is, therefore, requesting that this Honourable Court approve the Trustee's fees and disbursements, inclusive of applicable taxes, in the amount of \$120,653.49.
- 5.3 The Proposal Trustee believes that the statements of account attached to the Mazur Affidavit accurately reflect the work that was done in connection with this matter and that all of the time spent by the Proposal Trustee was reasonable and necessary.
- 5.4 The fees and disbursements of the Trustee's Counsel for the period through to February 28, 2025 are detailed in the affidavit of John Salmas sworn March 7, 2025 (the "Dentons Fee Affidavit"), a copy of which is attached hereto as Appendix G.
- 5.5 The Trustee's Counsel's fees for the period through to February 28, 2025 encompass 49.2 hours at an average hourly rate of approximately \$926.54 for a total of \$40,341.20 prior to applicable taxes. The Proposal Trustee is, therefore, requesting that this Honourable Court approve Counsel's total fees and disbursements, inclusive of applicable taxes, in the amount of \$45,585.55.
- 5.6 The Proposal Trustee confirms that the fees and disbursements set out in the Salmas Affidavit relate to advice sought by the Proposal Trustee. Further, the hourly rates charged by Counsel are consistent with the rates charged by corporate law firms practicing in the area of insolvency in the Greater Toronto market. It is the Proposal Trustee's view that the fees and disbursements of Counsel are reasonable and appropriate in the circumstances

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- 6.1 The Company is seeking approval of the Proposed Distribution of the Net Sale Proceeds, after satisfaction of Professional Fees and priority claims in relation to the KERP and the Holdbacks, all as defined in the Sullivan Affidavit, to be paid to Guines and Aimia with the Success Fee to be held by the Proposal Trustee pending further order of the Court.
  - 6.2 Upon the closing of the Transaction, certain funds are to be held back from the Purchase Price and paid to the Escrow Agent (as defined in the SPA), which funds are to be released by the Escrow Agent to the Proposal Trustee or the Purchaser, as the case may be. In the case of the Adjustment Escrow Fund, upon determination of the Final Closing Purchase Price (as defined in the SPA), or, in the case of the other escrow funds, the applicable Release Date, as calculated in the SPA.
  - 6.3 Thereafter, net of funds to be held for professional fees, the payments to be made under the KERP, the net balance will be distributed in accordance with the Proposed Distribution to each of the Senior Secured Creditors on account of their senior secured claims with the Success Fee be held by the Proposal Trustee pending further order of the Court.
  - 6.4 Confidential Appendix 3 provides an illustration of the proposed Holdbacks, use and Proposed Distribution of the Gross Sale Proceeds to be paid to the Senior Secured Creditors in order of priority pursuant to the relevant registrations and/or applicable subordination agreements among the secured parties. The analysis presents a low and high range of the Proposed Distribution to reflect the portion of the Holdback to be held in Escrow, which is to be released either to the Proposal Trustee or Purchaser, subject to the terms set out in the SPA.
  - 6.5 The Outside Date for the closing of the Transaction under the SPA is March 31, 2025 (or such later date as agreed by the parties).
  - 6.6 Based on the nature of the information included in Confidential Appendix 3, and the potential impact on the market for the Purchased Assets in the event the Transaction does not close, the Proposal Trustee supports the Company's motion that Confidential Appendices 1, 2 and 3 of this First Report (filed separately with the Court) be subject to a Sealing Order of the Court pending the completion of the proposed Transaction or until further Order of this Court.

- 7.1 The Proposal Trustee respectfully submits this First Report to the Court in support of the Company's motion for the relief sought as addressed in this Report.
- 7.2 The Trustee supports the above Recommendations on the following basis:
- (i) The Company has been acting in good faith and with due diligence;
  - (ii) The Senior Secured Creditors with an interest in the Purchased Assets support the approval of the Transaction; and
  - (iii) No creditor will be materially prejudiced by the relief sought, including the Transaction, as it appears to be in the best interest of all stakeholders to attempt to maximize realizations.

This First Report is respectfully submitted this 14<sup>th</sup> day of March, 2025.

BDO CANADA LIMITED  
solely in its capacity as  
Trustee in the Proposal of  
Kognitiv Corporation  
and not in its personal capacity



Per: Christopher J. Mazur CIRP, LIT  
*Senior Vice President*

# Appendix C

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE MADAM ) TUESDAY, THE 18<sup>th</sup>  
 )  
JUSTICE J. DIETRICH ) DAY OF MARCH, 2025  
 )

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF**  
**KOGNITIV CORPORATION**  
**OF THE CITY OF TORONTO**  
**IN THE PROVINCE OF ONTARIO**

**ANCILLARY RELIEF ORDER**  
**(re Admin Charge and Approval of Fees)**

**THIS MOTION**, made by Kognitiv Corporation (the “**Company**”), for certain relief pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 was heard this day at 330 University Avenue, Toronto, Ontario by Zoom videoconference.

**ON READING** the Motion Record of the Company, including the Affidavit of Tim Sullivan sworn March 11, 2025 (the “**Sullivan Affidavit**”), the First Report of BDO Canada Limited, in its capacity as the Trustee acting *in re* the proposal of the Company (in such capacity, the “**Proposal Trustee**”), dated March 14, 2025 (“**First Report**”), and the Aide-Mémoire of the Company dated March 17, 2025, and on hearing the submissions of counsel to the Company, counsel to the Proposal Trustee and those other parties listed on the Counsel Slip, no one else appearing although duly served as evidenced by the Affidavit of Service of Daisy Jin sworn March 11, 2025 and the Affidavit of Service of Matilda Lici sworn March 17, 2025, as filed:

## **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the respective meanings given to them in the Sullivan Affidavit or the First Report.

## **PROFESSIONAL FEES**

3. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Company (collectively, the “**Professionals**”) shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Company as part of the costs of these proceedings. The Company is hereby authorized and directed to pay the accounts of the Professionals.
4. **THIS COURT ORDERS** that the Proposal Trustee and its legal counsel shall pass their accounts from time to time and, for this purpose, the accounts of the Proposal Trustee and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
5. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee up to and including February 28, 2025, as set out in the First Report as well as the fee affidavit of Christopher Mazur sworn March 11, 2025, appended to the First Report, be and are hereby approved.
6. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee’s counsel, Dentons Canada LLP, up to and including February 28, 2025, as set out in the First Report as well as the fee affidavit of John Salmas sworn March 7, 2025, appended to the First Report, be and are hereby approved.

## **ADMINISTRATION CHARGE**

7. **THIS COURT ORDERS AND DECLARES** that the Professionals shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the assets, undertakings and properties of the Company, including all proceeds thereof (the “**Property**”), which charge shall not exceed an aggregate amount of \$500,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Professionals both before and after the granting of this Order in respect of these proceedings.

8. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

9. **THIS COURT ORDERS** the Administration Charge shall constitute a charge on the Property and shall rank in priority as against any and all other validly perfected security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise, granted by the Company or to which the Company is subject as of the date of this Order.

10. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee under the BIA or any applicable legislation.

## **GENERAL**

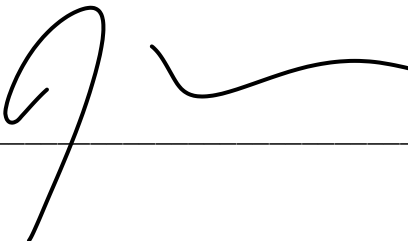
11. **THIS COURT ORDERS AND DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, or any other jurisdiction, to give effect to this Order and to assist the Proposal Trustee and its agents in carrying out the terms of

this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that the Proposal Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Proposal Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

14. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from the date that it is made and is enforceable without any need for entry and filing.



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**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF KOGNITIV CORPORATION  
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

Court File No. BK-25-3165297-0031  
Estate File No. 31-3165297

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
IN BANKRUPTCY AND INSOLVENCY**

PROCEEDING COMMENCED AT  
TORONTO

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**ANCILLARY RELIEF ORDER  
(re Admin Charge and Approval of Fees)**

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**AIRD & BERLIS LLP**

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*Lawyers for Kognitiv Corporation*

# Appendix D

## ACKNOWLEDGEMENT & AMENDMENT AGREEMENT

**THIS ACKNOWLEDGEMENT & AMENDMENT AGREEMENT** (this “**Agreement**”) is entered into as of May 1, 2025 between Loyalty Solutions Holdings US Inc. (“**Loyalty**”), a Delaware corporation, Kognitiv US LLC (“**Kognitiv**”), a Delaware limited liability company, and Capillary Technologies LLC (“**Capillary**”), a Minnesota limited liability company.

Reference is made to (i) a Purchase and Sale Agreement dated March 31, 2025 (the “**Loyalty PSA**”) between Loyalty and Capillary and (ii) an Asset Purchase Agreement dated March 31, 2025 (the “**Kognitiv APA**”) between Kognitiv and Capillary.

**WHEREAS** pursuant to a payment direction dated as of May 1, 2025 (the “**Original Payment Direction**”), Loyalty irrevocably and unconditionally authorized and directed Capillary to pay the Estimated Closing Purchase Price, less the Deposit, plus 50% of the Escrow Fee, for and on behalf of Loyalty, to the persons, in the amounts and in accordance with the wire transfer instructions in Schedule A thereto;

**AND WHEREAS** pursuant to the Original Payment Direction, Kognitiv irrevocably and unconditionally authorized and directed Capillary to pay the Adjusted Kognitiv APA Purchase Price amount of \$16,458,480 for and on behalf of Kognitiv, to the persons, in the amounts and in accordance with the wire transfer instructions in Schedule B thereto;

**AND WHEREAS** the Original Payment Direction included incorrect payment amounts and wire instructions;

**AND WHEREAS** in light of the above, the parties hereto desire to amend the Original Payment Direction on the terms and subject to the conditions set forth in this acknowledgement agreement (this “**Agreement**”);

**AND WHEREAS** capitalized terms used in this Agreement but not otherwise defined herein have the meanings ascribed to them in the Original Payment Direction.

### **NOW, THEREFORE:**

- A. Schedule “A” and Schedule “B” of the Original Payment Direction are hereby deleted in their entirety and replaced with the new Schedule “A”, Schedule “B” and Schedule “C” set out in Exhibit A to this Agreement.
- B. The following is hereby added in Section 1 of the Original Payment Direction after: “The fees payable to the Escrow Agent are \$4,500 (the “Escrow Fee”), which amount shall be shared 50/50 between Loyalty and Capillary”:

*“Loyalty shall pay the amount of \$2,250, representing its portion of the Escrow Fee, directly to the Escrow Agent, in accordance with the wire transfer instructions in Schedule C. Capillary shall pay the amount of \$2,250, representing its portion of the Escrow Fee,*

*to the Escrow Agent as an addition to the amount of the Indemnification Escrow Amount, in accordance with the wire transfer instructions in Schedule A.”*

- C. The paragraph at the end of Section 1 of the Original Payment Direction is hereby deleted and replaced with the following:

*“Loyalty hereby irrevocably and unconditionally authorizes and directs Capillary to pay the Estimated Closing Purchase Price, less the Deposit, for and on behalf of Loyalty, to the persons, in the amounts and in accordance with the wire transfer instructions in Schedule A, and this shall be your good, sufficient, irrevocable, unconditional and lawful authority for making the payments as directed herein.”*

- D. Each of the parties hereto acknowledges and agrees that, notwithstanding the terms of the Loyalty PSA, the Kognitiv APA, the Original Payment Direction and this Agreement, the transactions contemplated under each of the Loyalty PSA and the Kognitiv APA shall be deemed to have been completed effective as of May 1, 2025 upon receipt by each applicable payee of all amounts payable under the Original Payment Direction, as amended by this Agreement.
- E. The terms and provisions of the Original Payment Direction, except as expressly modified by this Agreement, shall continue and remain in full force and effect and be a binding and valid agreement and shall constitute good, sufficient, irrevocable, unconditional and lawful authority for Capillary to make the payments set out in the Original Payment Direction, except as expressly modified by this Agreement.
- F. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Original Payment Direction, the provisions of this Agreement will prevail to the extent of such conflict.
- G. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and this Agreement shall be treated, in all respects, as an Ontario contract.
- H. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to be an original duly and validly delivered and be valid and effective as of the date hereof for all purposes.

*[Signature page follows]*

**LOYALTY SOLUTIONS HOLDINGS US INC.**

Per: Griffin Rotman  
Name: Griffin Rotman  
Title: Director

**KOGNITIV US LLC**

Per: \_\_\_\_\_  
Name: Tim Sullivan  
Title: Chief Executive Officer

**LOYALTY SOLUTIONS HOLDINGS US INC.**

Per: \_\_\_\_\_  
Name: Griffin Rotman  
Title: Director

**KOGNITIV US LLC**

Per: Tim Sullivan  
Name: Tim Sullivan  
Title: Chief Executive Officer

**CAPILLARY TECHNOLOGIES LLC**

Per: Anant Choubey  
Name: Anant Choubey  
Title: Chief Operating Officer

**EXHIBIT A**  
**SCHEDULE "A"**

<i>Payee</i>	<i>Payment Instructions</i>	<i>Amount (CAD\$)</i> <i>Notes</i>
JPMorgan Chase Bank N.A., Toronto Branch	Beneficiary Name: [REDACTED] Beneficiary Address: [REDACTED] Beneficiary Account No: [REDACTED] Beneficiary Bank Name: [REDACTED] Beneficiary Bank Address: [REDACTED] Swift Code: [REDACTED] Bank ID: [REDACTED] Transit : [REDACTED] Clearing Code: [REDACTED]	\$250,000  For payment of the Adjustment Escrow Amount
JPMorgan Chase Bank N.A., Toronto Branch	Beneficiary Name: [REDACTED] Beneficiary Address: [REDACTED] Beneficiary Account No: [REDACTED] Beneficiary Bank Name: [REDACTED] Beneficiary Bank Address: [REDACTED] Swift Code: [REDACTED]	\$502,250  For payment of the Indemnification Escrow Amount (\$500,000) and 50% of the Escrow Fee (\$2,250)

<i>Payee</i>	<i>Payment Instructions</i>	<i>Amount (CAD\$)</i> <i>Notes</i>
	Bank ID: [REDACTED] Transit : [REDACTED] Clearing Code: [REDACTED]	
JPMorgan Chase Bank N.A., Toronto Branch	Beneficiary Name: [REDACTED] Beneficiary Address: [REDACTED] Beneficiary Account No: [REDACTED] Beneficiary Bank Name: [REDACTED] Beneficiary Bank Address: [REDACTED] Swift Code: [REDACTED] Bank ID: [REDACTED] Transit : [REDACTED] Clearing Code: [REDACTED]	\$3,650,000  For payment of the Churn Escrow Amount
Kognitiv US LLC	To the parties and in the amounts as set out in Schedule B	\$16,458,480  Representing the Adjusted Kognitiv APA Purchase Price (as such term is defined in Section 2)
Loyalty Solutions Holdings US Inc.	Bank Name: [REDACTED] Bank Branch Address: [REDACTED]	\$750,510

<i>Payee</i>	<i>Payment Instructions</i>	<i>Amount (CAD\$)</i> <i>Notes</i>
	Transit No.: [REDACTED] Bank ID: [REDACTED] Designation: [REDACTED] CAD Account No.: [REDACTED] SWIFT CODE: [REDACTED] ABA #: [REDACTED]	Balance of Remaining Estimated Closing Purchase Price after having made the payments set out above in this Schedule A (excluding the 50% of the Escrow Fee paid as an addition to the amount of the Indemnification Escrow Amount), less the Deposit
	<b>Total:</b>	\$21,611,240  Representing the Estimated Closing Purchase Price, less the Deposit, plus 50% of the Escrow Fee

**SCHEDULE "B"**

<i>Payee</i>	<i>Payment Instructions</i>	<i>Amount (CAD\$)</i> <i>Notes</i>
Faegre Drinker Biddle & Reath LLP	Bank Name: [REDACTED] Wire Instruction: [REDACTED] Account Number: [REDACTED] ACH Routing Number: [REDACTED] Wire Routing Number: [REDACTED] Swift Code: [REDACTED]	\$532,718.60 (CAD conversion at 1.3801 WSJ rate)  For payment of the carve-out under the DIP financing order
Guines, LLC	All Deliveries Must Include the [REDACTED] Account Number and Client Name  M&T/WT Account #: [REDACTED] M&T/WT Account Name: [REDACTED] Attention: [REDACTED]  <b>Wires</b> [REDACTED] [REDACTED] [REDACTED]  <b>Foreign Wires</b> [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	\$2,031,507 (CAD conversion at 1.3801 WSJ rate)  For repayment of its portion of the DIP loan

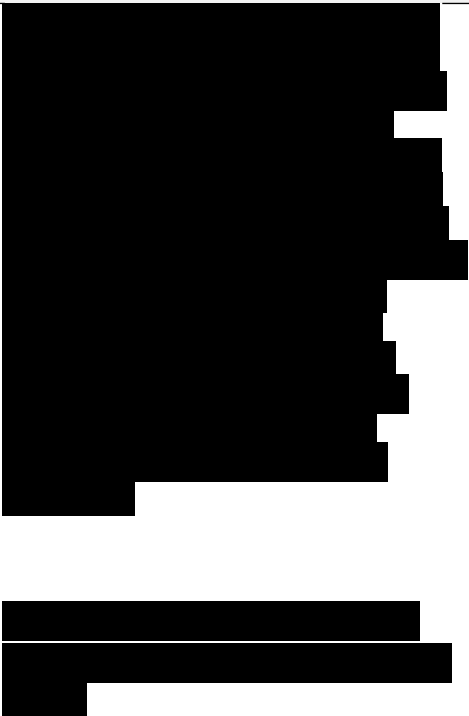
<i>Payee</i>	<i>Payment Instructions</i>	<i>Amount (CAD\$)</i> <i>Notes</i>
	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
Haynes and Boone, LLP	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>\$34,502.50</p> <p>For payment of fees</p>
Ravin Greenberg, LLC	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>\$20,701.50</p> <p>For payment of fees</p>
McCarthy Tetrault, LLP	McCarthy Tetrault, LLP	\$5,910.63

<i>Payee</i>	<i>Payment Instructions</i>	<i>Amount (CAD\$)</i> <i>Notes</i>
	1000 De La Gauchetière Street West Suite MZ400 Montréal, Québec Canada H3B 0A2  [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED] [REDACTED] [REDACTED]	
Aimia Inc.	Bank Name: [REDACTED] [REDACTED] Bank Branch Address: [REDACTED] [REDACTED]  Bank Number: [REDACTED] Transit Number: [REDACTED] Beneficiary bank account: [REDACTED] Currency: [REDACTED] SWIFT code: [REDACTED] IBAN: [REDACTED]	\$507,877  For repayment of its portion of the DIP loan

<i>Payee</i>	<i>Payment Instructions</i>	<i>Amount (CAD\$)</i> <i>Notes</i>
Kognitiv US LLC	Bank Name: [REDACTED] Bank Branch Address: [REDACTED]  SWIFT CODE: [REDACTED] ABA #: [REDACTED] Account Name: [REDACTED] Account #: [REDACTED]	\$13,325,262.77  Remaining amount of the Adjusted Kognitiv APA Purchase Price after having made the payments set out above in this Schedule B
<b>Total:</b>		\$16,458,480

**SCHEDULE "C"**

<i>Payee</i>	<i>Payment Instructions</i>	<i>Amount (CAD\$)</i> <i>Notes</i>
JPMorgan Chase Bank N.A., Toronto Branch	<p>Pay to (Intermediary Bank):                      (SWIFT field 56A)</p> <p>Beneficiary Bank:                      Recommended: (SWIFT field 57A)</p> <p>Alternative: (SWIFT field 57D)</p> <p>Beneficiary: (SWIFT field 59)</p> <p><i>[Provide only if requested by the remitting bank Teller:]</i></p>	<p align="center">\$2,250</p> <p align="center">For payment of 50% of the Escrow Fee</p>

<i>Payee</i>	<i>Payment Instructions</i>	<i>Amount (CAD\$)</i> <i>Notes</i>
	 The payment instructions section is almost entirely redacted with black boxes. There are two distinct redacted blocks: a large one at the top and a smaller one at the bottom.	

# Appendix E

## TERMINATION AGREEMENT

**THIS AGREEMENT** is entered into as of the 31<sup>st</sup> day of March, 2025 (the “**Termination Date**”) by and between Kognitiv Corporation (the “**Vendor**”) and Capillary Pte. Ltd. (“**Capillary**”, and together with the Vendor, the “**Parties**”).

### WHEREAS:

- A. The Parties entered into a share purchase agreement on March 7, 2025 under which the Vendor agreed to sell to Capillary all of the outstanding securities of its direct wholly-owned subsidiary Loyalty Solutions Holdings Inc. (“**Loyalty Solutions**”), which in turn holds all of the outstanding securities of Kognitiv US LLC (“**Kognitiv US**”) and Kognitiv Solutions Inc. (“**Kognitiv Solutions**”), comprising the entire business operation of the Vendor (the “**Initial Agreement**”).
- B. Following the execution of the Initial Agreement, Vendor and Capillary agreed to restructure the transactions contemplated under the Initial Agreement and desire to enter into an asset purchase agreement between Kognitiv US and Capillary Technologies Ltd. (the “**Purchaser**”), an affiliate of Capillary, and a purchase and sale agreement between Loyalty Solutions and the Purchaser (collectively, the “**Purchase Agreements**”).
- C. In order to effect the execution of the Purchase Agreements, the Parties wish to mutually terminate the Initial Agreement.

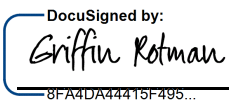
**NOW THEREFORE**, in consideration of the covenants, conditions and agreements contained herein (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the Parties hereto agree as follows:

- 1. The Parties agree that the Initial Agreement shall be terminated as of the Termination Date.
- 2. The Parties agree and acknowledge that none of the provisions of the Initial Agreement shall survive.
- 3. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successors by reason of amalgamation or statutory arrangement of any party) and permitted assigns.
- 4. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 5. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

[execution page follows]

**IN WITNESS WHEREOF** the Parties executed this Agreement as of the date first above written.

**KOGNITIV CORPORATION**

By:  \_\_\_\_\_  
8FA4DA44415F495...

**CAPILLARY PTE. LTD.**

By: \_\_\_\_\_

**IN WITNESS WHEREOF** the Parties executed this Agreement as of the date first above written.

**KOGNITIV CORPORATION**

By: \_\_\_\_\_

**CAPILLARY PTE. LTD.**

By: anant.chouhary

# Appendix F

Estate No.: 31-3165297  
Court No.: BK-24-3165297-0031

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF**

**THE PROPOSAL OF**

**KOGNITIV CORPORATION  
OF THE CITY OF TORONTO  
IN THE PROVINCE OF ONTARIO**

**AFFIDAVIT OF CHRISTOPHER J. MAZUR**

(sworn February 11, 2026)

I, Christopher J. Mazur, of the Town of Haldimand in the Province of Ontario, **MAKE OATH AND SAY:**


1. I am a Senior Vice President of BDO Canada Limited (“Proposal Trustee”), Trustee in the Proposal proceedings of Kognitiv Corporation (“Kognitiv” or the “Company”), and as such have knowledge of the matters hereinafter deposed.
2. On December 12, 2024 (the “NOI Filing Date”), Kognitiv filed a Notice of Intention to Make a Proposal (the “NOI”) pursuant to the *Bankruptcy and Insolvency Act* (the “BIA”). BDO Canada Limited consented to act as the Proposal Trustee (“BDO” or the “Proposal Trustee”).
3. The Company sought and obtained an Administration Charge, which was granted pursuant to an Order of the Court dated March 18, 2025 granting a charge on all of the Company’s current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate including all proceeds thereof (the “Property”), as security for the

professional fees and disbursements of the Proposal Trustee, Trustee’s Counsel and counsel to the Company incurred at the standard rates and charges both before and after the granting the Administration Charge in respect of these proceedings. The Proposal Trustee and Trustee’s Counsel are required to pass their accounts from time to time.

4. I confirm the amount of \$60,840 accurately reflects the fees incurred by the Proposal Trustee for the period March 1, 2025 to January 31, 2026. As outlined in Schedule 1, total hours incurred during the period are 126.5 resulting in an average hourly rate of \$480.95. Attached hereto as Exhibit “A”, Exhibit “B” and Exhibit “C” are true copies of the invoices rendered by BDO in its capacity as Proposal Trustee during the period which total \$68,749.20 inclusive of applicable taxes.
5. The hourly billing rates set out in the Proposal Trustee’s accounts are the normal hourly rates charged by the Proposal Trustee for services rendered in relation to similar proceedings.
6. I consider the amounts disclosed for the Proposal Trustee’s fees to be fair and reasonable considering the circumstances connected with this administration.
7. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of BDO, together with the fees detailed therein.

**SWORN** before me in the City of  
Hamilton, in the Province of Ontario  
this 11<sup>th</sup> day of February 2026

  
.....  
Commissioner for Taking Affidavits

)  
)  
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\_\_\_\_\_  
Christopher J. Mazur

**SCHEDULE 1**

**Kognitiv Corporation  
 Proposal Trustee Billing Summary  
 For the period March 1, 2025 to January 31, 2026**

Period	Mar 1 - 31, 2025		Apr 1/25 - Sep 30/25		Oct 1/25 - Jan 31/26		Total		Avg Hourly Rate
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	
<b>Senior Vice-President</b>									
C. Mazur	29.3	\$16,847.50	11.6	\$ 6,670.00	5.9	\$ 3,392.50	46.8	\$ 26,910.00	
J. Parisi	1.2	\$ 690.00	0.0	-	0.0	-	1.2	\$ 690.00	
<b>Vice-President</b>									
A. Consoli	29.1	\$15,277.50	13.5	\$ 7,087.50	6.8	\$ 3,570.00	49.4	\$ 25,935.00	
<b>Manager</b>									
N. Ormond	0.2	\$ 79.00	0.1	\$ 39.50	0.2	\$ 79.00	0.5	\$ 197.50	
<b>Staff</b>									
D. Pulsone	14.0	\$ 3,850.00	3.8	\$ 1,045.00	0.7	\$ 192.50	18.5	\$ 5,087.50	
S. Rickards	0.0	-	0.0	-	0.3	\$ 60.00	0.3	\$ 60.00	
C. Casco	0.9	\$ 180.00	2.8	\$ 560.00	2.5	\$ 500.00	6.2	\$ 1,240.00	
S. Murphy	2.2	\$ 440.00	0.5	\$ 100.00	0.9	\$ 180.00	3.6	\$ 720.00	
	<u>76.9</u>	<u>\$37,364.00</u>	<u>32.3</u>	<u>\$15,502.00</u>	<u>17.3</u>	<u>\$ 7,974.00</u>	<u>126.5</u>	<u>\$ 60,840.00</u>	<u>\$ 480.95</u>
HST on BDO fees		4,857.32		2,015.26		1,036.62		7,909.20	
Total Invoice Amount		<u>\$42,221.32</u>		<u>\$17,517.26</u>		<u>\$ 9,010.62</u>		<u>\$ 68,749.20</u>	

**Attached is Exhibit "A"**

**Referred to in the**

**AFFIDAVIT OF CHRISTOPHER J. MAZUR  
Sworn before me**

**This 11<sup>th</sup> day of February 2026**

  
\_\_\_\_\_

**Commissioner for taking Affidavits, etc.**

Maxine Beverly Finnegan, a Commissioner, etc.,

Province of Ontario, for BDO Canada Limited and BDO Canada LLP.

Expires May 14, 2027



Tel: 905-524-1008  
Fax: 905-570-0249  
www.bdo.ca

BDO Canada Limited  
25Main Street West, Suite 805  
Hamilton ON L8P 1H1 Canada

**INTERIM INVOICE**

Kognitiv Corporation  
161 Bay Street  
Toronto, ON M5J 1C4

Via e-mail: Grant.McLeod@kognitiv.com

Attention: Grant McLeod

Date	Client No.	Invoice No.
April 2, 2025	Kognitiv Corporation	CINV- 003

**TO PROFESSIONAL SERVICES RENDERED** in the realization of the assets and guarantees of the indebtedness of Kognitiv Corporation for the period commencing March 1, 2025 to March 31, 2025 inclusive per attached detail:

<b>Senior Vice-President</b>		
C. Mazur	29.30	\$ 16,847.50
J. Parisi	1.20	\$ 690.00
<b>Vice-President</b>		
A. Consoli	29.10	\$ 15,277.50
<b>Manager</b>		
N. Ormond	0.20	\$ 79.00
<b>Staff</b>		
C. Casco	0.90	\$ 180.00
D. Pulsonc	14.00	\$ 3,850.00
S. Murphy	2.20	\$ 440.00
	<u>76.90</u>	<u>\$ 37,364.00</u>
HST on BDO fees		\$ 4,857.32
Total Invoice Amount		\$ 42,221.32
<b>Amount Due</b>		<b><u>\$ 42,221.32</u></b>

H.S.T. #R101518124

Terms:

Net 30 day

Interest at 1% per month (12.68% per annum calculated monthly) charged on accounts over 30 days.

**Kognitiv Corporation**  
**Time details for the period of**  
**March 1, 2025 to March 31, 2025**

<b>Date</b>	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>	<b>Comments</b>
3-Mar-2025	Daniel Pulsone	\$ 275.00	3.40	\$ 935.00	Build data room on network from uploaded documentation to Firmex data room from all Kognitiv parties;
3-Mar-2025	Angelo Consoli	\$ 525.00	1.30	\$ 682.50	Review claim summary and update to OSB; prepare for and attend re-convened creditors meeting; call with counsel to review / discuss claims, security review, etc.;
3-Mar-2025	Chris Mazur	\$ 575.00	2.00	\$ 1,150.00	Prepare for and chair creditor's meeting, telephone discussion with Counsel, call with Counsel re: claims of employees and other creditors, attend re: waterfall calculations;
4-Mar-2025	Daniel Pulsone	\$ 275.00	3.30	\$ 907.50	Update data room on network from uploaded documentation to Firmex data room from all Kognitiv parties;
4-Mar-2025	Angelo Consoli	\$ 525.00	1.20	\$ 630.00	Calls with Counsels, secured creditors, Kognitiv re: Sale Process, due diligence, SPA, waterfall, court proceedings, security review, etc.; review Minutes of Meeting from the OSB and provide comments;
4-Mar-2025	Chris Mazur	\$ 575.00	2.10	\$ 1,207.50	Emails to Roystone and AB, attend re: creditor meeting, call with Company and respective Counsel, Call with Company, Roystone, McCarthy's, waterfall, Telephone discussion with IC;
4-Mar-2025	Sherri Murphy	\$ 200.00	0.80	\$ 160.00	Revise schedule summary, re-sent for time details required. response re: clarification of billings;
5-Mar-2025	Daniel Pulsone	\$ 275.00	1.10	\$ 302.50	Review affidavit documents with Angelo, build data room on network from uploaded documentation to Firmex data room from all Kognitiv parties;
5-Mar-2025	Angelo Consoli	\$ 525.00	1.00	\$ 525.00	Correspondence with Counsel and Company re: security review; review related schedule; correspondence re: court materials; correspondence with Company re: information requests; correspondence with Counsel re: employee claims;
5-Mar-2025	Chris Mazur	\$ 575.00	1.40	\$ 805.00	Emails re: court, review Notice of Motion and AVO;
6-Mar-2025	Daniel Pulsone	\$ 275.00	1.80	\$ 495.00	Update data room on network from uploaded documentation to Firmex data room from all Kognitiv parties;
6-Mar-2025	Angelo Consoli	\$ 525.00	1.20	\$ 630.00	Review draft Notice of Motion, AVO; call with Counsel to discuss same; review schedules;
6-Mar-2025	Chris Mazur	\$ 575.00	2.30	\$ 1,322.50	Review draft service list, attend re: AVO, Telephone discussion with Counsel, various emails, review OSB draft minutes of Creditors Meeting;
6-Mar-2025	Sherri Murphy	\$ 200.00	0.80	\$ 160.00	Finalize schedule summaries and send for process.
7-Mar-2025	Angelo Consoli	\$ 525.00	1.40	\$ 735.00	Review and various correspondence re: various estate matters; call with the Company and Counsel re: court proceedings and related materials; review draft documentation, prepare summary schedule for Company's Counsel;
7-Mar-2025	Chris Mazur	\$ 575.00	1.40	\$ 805.00	Various emails, call with Company's Counsel, review KERP, materials;
10-Mar-2025	Carla Casco	\$ 200.00	0.40	\$ 80.00	Prepare wire letter re: returned funds;

10-Mar-2025	Angelo Consoli	\$ 525.00	4.30	\$ 2,257.50	Review and comments on various iterations of the Company's draft Affidavit; update fee affidavit and compile related schedule; review and comments on draft Ancillary Order; correspondence with Management re: information requests; various calls with Counsels and Management re: court materials;
10-Mar-2025	Chris Mazur	\$ 575.00	3.40	\$ 1,955.00	Val software, waterfall adjustments, review Sullivan affidavit, motion materials, call with Counsel re: Affidavit, call with Roystone and Counsel,
11-Mar-2025	Nicole Ormond	\$ 395.00	0.20	\$ 79.00	Affidavit
11-Mar-2025	Carla Casco	\$ 200.00	0.20	\$ 40.00	E-file OR fees cheque, mailing.
11-Mar-2025	Sherri Murphy	\$ 200.00	0.10	\$ 20.00	Creditor query.
11-Mar-2025	Angelo Consoli	\$ 525.00	2.80	\$ 1,470.00	Review various iterations of the Company's Affidavit in support of its motion and call/correspondence with Counsels re: comments on same; review and revisions to Draft First Report, update schedule; correspondence with Management re: supporting documents; correspondence with creditor re: POC;
11-Mar-2025	Chris Mazur	\$ 575.00	3.60	\$ 2,070.00	Call with Aimia and Counsel, various emails re: Waterfall, review amendments to Motion materials, call with Counsel, review /sign fee Affidavit.
12-Mar-2025	Daniel Pulsone	\$ 275.00	1.30	\$ 357.50	Update data room documents on network with new documents uploaded to Firmex data room, prepare KERP summary documentation summaries, prepare secured loan advances summaries
12-Mar-2025	Angelo Consoli	\$ 525.00	4.50	\$ 2,362.50	Correspondence with Management re: payroll and tax related accounts, cashflow; correspondence with creditor; review and correspondence re: analysis on KERP, loan advances, etc.; review and revisions to Draft Court Report, update to related schedules; update to Counsel;
12-Mar-2025	Chris Mazur	\$ 575.00	0.70	\$ 402.50	Attend re: Report to Court, priority payables;
13-Mar-2025	Daniel Pulsone	\$ 275.00	1.60	\$ 440.00	Prepare KERP documentation summaries, prepare secured loan advances summaries, enter proof of claims, corresponding filing/documentation;
13-Mar-2025	Angelo Consoli	\$ 525.00	2.20	\$ 1,155.00	Review Counsel's comments, discuss same and review and revisions to Draft Report; review management correspondence and follow up re: outstanding matters; compile various appendices; review A&B comments;
13-Mar-2025	Chris Mazur	\$ 575.00	3.10	\$ 1,782.50	Review/revise Report to Court, review Counsel's comments to report, various emails;
14-Mar-2025	Josie Parisi	\$ 575.00	1.20	\$ 690.00	Review First Report and provide comments.
14-Mar-2025	Daniel Pulsone	\$ 275.00	0.10	\$ 27.50	Documentation of Schedule A from creditor and verify claim amounts and update claim entered.
14-Mar-2025	Angelo Consoli	\$ 525.00	5.20	\$ 2,730.00	Review and correspondence with Counsel re: Report and related revisions; review and revisions to Confidential Appendix; compile appendices and submit to Counsel; review and discussions re: email notice from creditor; review POC; various calls with Counsel re: Report, Appendices, creditor correspondence, etc.;
14-Mar-2025	Chris Mazur	\$ 575.00	4.10	\$ 2,357.50	Review Counsel's revisions to Report, Appendices, finalize, various emails to/fr Counsel, BDC Counsel emails, call with Trustee's Counsel.

17-Mar-2025	Angelo Consoli	\$ 525.00	1.50	\$	787.50	Various calls with Counsel re: proposed revisions to Sale Transaction structure; review proposed notice re: amendments to Motion; review and correspondence with Counsel re: revised Ancillary Relief Order;
17-Mar-2025	Chris Mazur	\$ 575.00	1.90	\$	1,092.50	Review Aide memoir, various emails, call with Trustee's Counsel, review factum, call with Comoany and Trustee Counsel.
18-Mar-2025	Angelo Consoli	\$ 525.00	1.10	\$	577.50	Call with Counsels to discuss outcome of Court proceedings and status update on sale transaction negotiations; call with Management re: same;
18-Mar-2025	Chris Mazur	\$ 575.00	1.70	\$	977.50	Review Order, prepare for and attend court, review endorsement, call with Company's Counsel, Roystone;
19-Mar-2025	Chris Mazur	\$ 575.00	0.20	\$	115.00	Emails t/fr Company's Counsel;
20-Mar-2025	Daniel Pulsone	\$ 275.00	0.50	\$	137.50	Input Proof of Claims submitted, ensure documents submitted have been saved to file, draft correspondence for new creditors inquiring, review new data room documents in Firmex data room;
20-Mar-2025	Carla Casco	\$ 200.00	0.30	\$	60.00	Bank statement Reconciliation
21-Mar-2025	Daniel Pulsone	\$ 275.00	0.20	\$	55.00	Correspondence with creditor company inquiring about proof of claim, correspondence with former employee regarding Weppa, review emails, and discuss data room access concerns;
21-Mar-2025	Angelo Consoli	\$ 525.00	0.20	\$	105.00	Creditor correspondence;
25-Mar-2025	Angelo Consoli	\$ 525.00	1.10	\$	577.50	Calls with Counsel, Management and key Stakeholders re: status update on Sale Process, proceedings, etc.;
25-Mar-2025	Daniel Pulsone	\$ 275.00	0.20	\$	55.00	Prepare instructions for it assist request to upload new documents to website;
25-Mar-2025	Chris Mazur	\$ 575.00	1.20	\$	690.00	Reply to TD query, email to Company, call with Airnia and respective Counsel, call with Trustee's Counsel;
26-Mar-2025	Chris Mazur	\$ 575.00	0.20	\$	115.00	Attend re: TD facilities, emails to/fr TD and Company;
27-Mar-2025	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Correspondence with creditor;
28-Mar-2025	Daniel Pulsone	\$ 275.00	0.50	\$	137.50	file Proof of Claims, save to file, create new creditor profile, convert claim currency to Canadian dollars;
31-Mar-2025	Sherri Murphy	\$ 200.00	0.50	\$	100.00	Schedule Summary prepared.
			<u>76.90</u>	\$	<u>\$37,364.00</u>	


**Attached is Exhibit "B"**

**Referred to in the**

**AFFIDAVIT OF CHRISTOPHER J. MAZUR**

**Sworn before me**

**This 11<sup>th</sup> day of February 2026**

  
\_\_\_\_\_

**Commissioner for taking Affidavits, etc.**

Maxine Beverly Finnegan, a Commissioner, etc.,  
Province of Ontario, for BDO Canada Limited and BDO Canada LLP.  
Expires May 14, 2027



Tel: 905-524-1008  
Fax: 905-570-0249  
www.bdo.ca

BDO Canada Limited  
25 Main Street West, Suite 805  
Hamilton ON L8P 1H1 Canada

**INTERIM INVOICE**

Kognitiv Corporation  
161 Bay Street  
Toronto, ON M5J 1C4

Via e-mail: Grant.McLeod@kognitiv.com

Attention: Grant McLeod

Date	Client No.	Invoice No.
October 6, 2025	Kognitiv Corporation	CINV-004

**TO PROFESSIONAL SERVICES RENDERED** in the realization of the assets and guarantees of the indebtedness of Kognitiv Corporation for the period commencing April 1, 2025 to September 30, 2025 inclusive per attached detail:

<b>Senior Vice-President</b>			
C. Mazur	11.60	\$	6,670.00
<b>Vice-President</b>			
A. Consoli	13.50	\$	7,087.50
<b>Manager</b>			
N. Ormond	0.10	\$	39.50
<b>Staff</b>			
C. Casco	2.80	\$	560.00
D. Pulsonc	3.80	\$	1,045.00
S. Murphy	0.50	\$	100.00
	<u>32.30</u>	\$	<u>15,502.00</u>
HST on BDO fees		\$	2,015.26
Total Invoice Amount		\$	<u>17,517.26</u>
<b>Amount Due</b>		<b>\$</b>	<b><u>17,517.26</u></b>

H.S.T. #R101518124

Terms:

Net 30 day

Interest at 1% per month (12.68% per annum calculated monthly) charged on accounts over 30 days.

**Kognitiv Corporation**  
**Time details for the period of**  
**April 1, 2025 to September 30, 2025**

<b>Date</b>	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>	<b>Comments</b>
1-Apr-2025	Angelo Consoli	\$ 525.00	0.20	\$ 105.00	Call with Management, Counsel and stakeholders re: status of sale process, filings;
1-Apr-2025	Chris Mazur	\$ 575.00	0.30	\$ 172.50	Prepare for and have call with Roystone, Aimia and Counsel.
2-Apr-2025	Sherri Murphy	\$ 200.00	0.40	\$ 80.00	Revisions, finalize and send interim billing for process.
7-Apr-2025	Angelo Consoli	\$ 525.00	0.30	\$ 157.50	Correspondence re: outstanding matters; follow up with company counsel; correspondence with creditor;
7-Apr-2025	Chris Mazur	\$ 575.00	0.30	\$ 172.50	Prepare report to stakeholders.
8-Apr-2025	Angelo Consoli	\$ 525.00	0.80	\$ 420.00	Attend call with Management, senior lenders re: file status update; review correspondence from Company counsel; follow up with Management re: information requests;
8-Apr-2025	Chris Mazur	\$ 575.00	0.80	\$ 460.00	Prepare for and have call with Roystone, Aimia and Counsel, emails from Company's Counsel.
10-Apr-2025	Angelo Consoli	\$ 525.00	0.20	\$ 105.00	Review creditor correspondence re: claim;
10-Apr-2025	Carla Casco	\$ 200.00	0.30	\$ 60.00	March's bank statement Reconciliation
10-Apr-2025	Carla Casco	\$ 200.00	0.50	\$ 100.00	set up payables, prepared cheque requisition & print cheques
10-Apr-2025	Daniel Pulsone	\$ 275.00	0.10	\$ 27.50	Review all documentation from Kappel Zen Kay creditor and cross reference with information to determine if contract was PROVIDED.
10-Apr-2025	Sherri Murphy	\$ 200.00	0.10	\$ 20.00	AR.
11-Apr-2025	Angelo Consoli	\$ 525.00	0.20	\$ 105.00	Review Notice of Motion re: Consent to Lift Stay of Proceedings;
14-Apr-2025	Angelo Consoli	\$ 525.00	0.20	\$ 105.00	Correspondence from Company Counsel;
14-Apr-2025	Chris Mazur	\$ 575.00	0.50	\$ 287.50	Review aid memeiore, motion record, deposit.
14-Apr-2025	Nicole Ormond	\$ 395.00	0.10	\$ 39.50	Banking.
15-Apr-2025	Angelo Consoli	\$ 525.00	0.60	\$ 315.00	Call with Management and Counsel re: file status update; review and discussions re: update to creditors; correspondence re: site updates;
15-Apr-2025	Chris Mazur	\$ 575.00	0.60	\$ 345.00	Call with Aimia and counsel, attend re report to creditors, bank rec, review revised order.
16-Apr-2025	Angelo Consoli	\$ 525.00	0.80	\$ 420.00	Discussions re: file status update; correspondence to Counsel; creditor correspondence;
16-Apr-2025	Chris Mazur	\$ 575.00	1.10	\$ 632.50	Attend re: deposit, report to creditors, respond to employee.
16-Apr-2025	Daniel Pulsone	\$ 275.00	0.10	\$ 27.50	Correspondence with creditors inquiring about bankruptcy status and next steps.
17-Apr-2025	Angelo Consoli	\$ 525.00	0.50	\$ 262.50	Review and discuss correspondence; follow up with Management re: info request; follow up with Counsel;
17-Apr-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	attend re: deposit, emails.

21-Apr-2025	Angelo Consoli	\$ 525.00	1.20	\$	630.00	Correspondence with the Company re: SPA termination, letter of direction re: deposit; update to Counsel; correspondence with various creditors; correspondence re: responses to shareholder enquiries; review GL;
21-Apr-2025	Chris Mazur	\$ 575.00	0.30	\$	172.50	Attend re: Capillary deposit, review agreement, additional creditor.
21-Apr-2025	Daniel Pulsone	\$ 275.00	1.20	\$	330.00	Review claim and schedule submitted by creditor, review inquiries from creditors, follow up call regarding matters, follow up correspondence with Kognitiv creditors and their inquiries. Correspondence with Kognitiv creditors and input of same.
22-Apr-2025	Angelo Consoli	\$ 525.00	0.70	\$	367.50	Call with Secured Creditor; call with Counsel re: various estate matters; reconcile account; review and discuss creditor update;
22-Apr-2025	Chris Mazur	\$ 575.00	1.10	\$	632.50	Attend re: deposit, creditor update, employee claims, email and call with Counsel, Aimia call with Counsel.
23-Apr-2025	Angelo Consoli	\$ 525.00	0.40	\$	210.00	Correspondence with various creditors; reconcile list of creditors; call to discuss various outstanding file matters;
23-Apr-2025	Chris Mazur	\$ 575.00	0.20	\$	115.00	Emails,
23-Apr-2025	Daniel Pulsone	\$ 275.00	0.40	\$	110.00	Create new liability profile for creditors, enter proof of claims submitted by creditors into ascend, corresponding filing of pock forms and schedule a's outlining outstanding balances on network.
24-Apr-2025	Angelo Consoli	\$ 525.00	0.60	\$	315.00	Correspondence with creditors, former employee; review creditor response and follow up with Management re: same;
24-Apr-2025	Chris Mazur	\$ 575.00	0.40	\$	230.00	Attend re: creditor query, update, respond to workday Counsel.
25-Apr-2025	Chris Mazur	\$ 575.00	0.10	\$	57.50	Email re: US court.
29-Apr-2025	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Correspondence re: status of U.S. court proceedings, funds transfer;
29-Apr-2025	Chris Mazur	\$ 575.00	0.20	\$	115.00	Call with Aimia and Counsel.
1-May-2025	Angelo Consoli	\$ 525.00	0.30	\$	157.50	Review and correspondence with Management re: Direction and related funds transfer; review and execute same;
1-May-2025	Chris Mazur	\$ 575.00	0.30	\$	172.50	Letter of direction, creditor query, wire.
2-May-2025	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Creditor correspondence and follow up with Management;
2-May-2025	Carla Casco	\$ 200.00	0.50	\$	100.00	prepared wire letter, set up payable & other banking task.
5-May-2025	Angelo Consoli	\$ 525.00	0.20	\$	105.00	Review and correspondence with company re: creditor inquiry, info request;
6-May-2025	Chris Mazur	\$ 575.00	0.30	\$	172.50	Review Counsels opinion on employees claims.
7-May-2025	Angelo Consoli	\$ 525.00	0.20	\$	105.00	Review and correspondence re: creditor enquiry; update from Counsel;
7-May-2025	Daniel Pulsone	\$ 275.00	0.30	\$	82.50	Call to discuss status of creditors, correspondence with creditor hub international via email sending notification of proposal and corresponding documents.

8-May-2025	Angelo Consoli	\$ 525.00	1.00	\$	525.00	Call with Company counsel re: arbitration process, timeline, information requests, etc.;
8-May-2025	Chris Mazur	\$ 575.00	0.10	\$	57.50	Update from debtor;
9-May-2025	Chris Mazur	\$ 575.00	0.30	\$	172.50	attend re Cora matter
12-May-2025	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Bank reconciliation;
13-May-2025	Chris Mazur	\$ 575.00	0.20	\$	115.00	Call from Weppa rep.
14-May-2025	Angelo Consoli	\$ 525.00	0.20	\$	105.00	Review bank (SVP) correspondence and update to Management re: same; discuss response;
14-May-2025	Carla Casco	\$ 200.00	0.30	\$	60.00	Bank reconciliation;
14-May-2025	Daniel Pulsone	\$ 275.00	0.10	\$	27.50	Discuss email correspondence to FCB Bank, prepare email correspondence to FCB Bank regarding account closure.
15-May-2025	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Review POC and response to creditor re: same;
20-May-2025	Angelo Consoli	\$ 525.00	0.80	\$	420.00	Review and correspondence with creditor; review and discussions re: OSB request re: employee claim; review and compile related employee correspondence and draft response;
21-May-2025	Angelo Consoli	\$ 525.00	0.20	\$	105.00	Review and discussion re: Management request and response to same;
21-May-2025	Chris Mazur	\$ 575.00	0.30	\$	172.50	review info received.
22-May-2025	Angelo Consoli	\$ 525.00	0.20	\$	105.00	Correspondence with creditor; review claim documentation
22-May-2025	Chris Mazur	\$ 575.00	0.40	\$	230.00	Attend re: employee complaint to OSB.
23-May-2025	Chris Mazur	\$ 575.00	0.10	\$	57.50	Review claim received.
28-May-2025	Angelo Consoli	\$ 525.00	0.20	\$	105.00	Review update re: creditor claim and discuss next steps;
28-May-2025	Chris Mazur	\$ 575.00	0.10	\$	57.50	Review OSB complaint response.
2-Jun-2025	Angelo Consoli	\$ 525.00	1.20	\$	630.00	Review creditor claim, counsel comments, etc.; review associated documentation in support of claim and compile response to creditor;
3-Jun-2025	Chris Mazur	\$ 575.00	0.30	\$	172.50	Attend re: Fernando response.
4-Jun-2025	Chris Mazur	\$ 575.00	0.10	\$	57.50	Further attend re: Fernando response.
9-Jun-2025	Carla Casco	\$ 200.00	0.30	\$	60.00	Bank reconciliation;
12-Jun-2025	Daniel Pulsone	\$ 275.00	0.40	\$	110.00	File proof of claim submitted by hub international in Ascend, file corresponding invoice support for amount claimed, review invoice support.
13-Jun-2025	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Review and correspondence re: creditor claim submission;
13-Jun-2025	Chris Mazur	\$ 575.00	0.10	\$	57.50	Attend re: Fernando claim.
16-Jun-2025	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Review and correspondence with Creditor;
17-Jun-2025	Angelo Consoli	\$ 525.00	0.50	\$	262.50	Review and correspondence with creditor re: claim;
17-Jun-2025	Chris Mazur	\$ 575.00	0.20	\$	115.00	Attend re: Fernando complaint response.
19-Jun-2025	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Review claim;
19-Jun-2025	Chris Mazur	\$ 575.00	0.20	\$	115.00	Review claims
25-Jun-2025	Chris Mazur	\$ 575.00	0.20	\$	115.00	Telephone discussion with CRA.
26-Jun-2025	Angelo Consoli	\$ 525.00	0.20	\$	105.00	Review and correspondence with creditors re: claims, file status;

14-Jul-2025	Daniel Pulsone	\$ 275.00	0.70	\$	192.50	Review Amended Proof of Claims for creditors; File corresponding documentation and Proof of Claims on network in designated creditor folders.
15-Jul-2025	Chris Mazur	\$ 575.00	0.10	\$	57.50	Review bank statement.
16-Jul-2025	Carla Casco	\$ 200.00	0.30	\$	60.00	Bank reconciliation;
17-Jul-2025	Chris Mazur	\$ 575.00	0.50	\$	287.50	Review exclusion order, email from Company's Counsel.
8-Aug-2025	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Bank reconciliation;
12-Aug-2025	Carla Casco	\$ 200.00	0.30	\$	60.00	Bank reconciliation;
14-Aug-2025	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Correspondence with Management;
14-Aug-2025	Chris Mazur	\$ 575.00	0.10	\$	57.50	Follow up with Counsel.
14-Aug-2025	Daniel Pulsone	\$ 275.00	0.30	\$	82.50	Call with Angelo to discuss creditor inquiries received; Correspondence with creditors providing them with an update on their inquiries
15-Aug-2025	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Review and discussion re: creditor enquiries and related response;
15-Aug-2025	Daniel Pulsone	\$ 275.00	0.20	\$	55.00	Correspondence with creditors providing them with an update on their inquiries and providing Proof of Claim documentation
19-Aug-2025	Chris Mazur	\$ 575.00	0.10	\$	57.50	Status of A/R litigation.
25-Aug-2025	Angelo Consoli	\$ 525.00	0.20	\$	105.00	Creditor correspondence;
28-Aug-2025	Chris Mazur	\$ 575.00	0.30	\$	172.50	Emails to/fr Aimia Counsel and Trustee's Counsel.
3-Sep-2025	Angelo Consoli	\$ 525.00	0.20	\$	105.00	Review and correspondence re: file status, creditor correspondence;
8-Sep-2025	Angelo Consoli	\$ 525.00	0.20	\$	105.00	Discussion re: file status update; review and correspondence with former employee and investor;
8-Sep-2025	Chris Mazur	\$ 575.00	0.90	\$	517.50	Prepare for and have call with Aimia, Counsel and Company.
9-Sep-2025	Chris Mazur	\$ 575.00	0.30	\$	172.50	Call with Trustee's Counsel , creditor update.
19-Sep-2025	Carla Casco	\$ 200.00	0.30	\$	60.00	Bank reconciliation;
			32.30	\$	15,502.00	





Tel: 905-524-1008  
Fax: 905-570-0249  
www.bdo.ca

BDO Canada Limited  
25 Main Street West, Suite 805  
Hamilton ON L8P 1H1 Canada

**INTERIM INVOICE**

Kognitiv Corporation  
161 Bay Street  
Toronto, ON M5J 1C4

Via e-mail: Grant.McLeod@kognitiv.com

Attention: Grant McLeod

Date	Client No.	Invoice No.
February 5, 2026	Kognitiv Corporation	CINV- 005

**TO PROFESSIONAL SERVICES RENDERED** in the realization of the assets and guarantees of the indebtedness of Kognitiv Corporation for the period commencing October 1, 2025 to January 31, 2026 inclusive per attached detail:

<b>Senior Vice-President</b>			
C. Mazur	5.90	\$	3,392.50
<b>Vice-President</b>			
A. Consoli	6.80	\$	3,570.00
<b>Manager</b>			
N. Ormond	0.20	\$	79.00
<b>Staff</b>			
C. Casco	2.50	\$	500.00
D. Pulsone	0.70	\$	192.50
S. Murphy	0.90	\$	180.00
S. Rickards	0.30	\$	60.00
	17.30	\$	7,974.00
HST on BDO fees		\$	1,036.62
Total Invoice Amount		\$	9,010.62
<b>Amount Due</b>		<b>\$</b>	<b>9,010.62</b>

H.S.T. #R101518124

Terms:

Net 30 day

Interest at 1% per month (12.68% per annum calculated monthly) charged on accounts over 30 days.

**Kognitiv Corporation****Time details for the period of****October 1, 2025 to January 31, 2026**

<b>Date</b>	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>	<b>Comments</b>
2-Oct-2025	Angelo Consoli	\$ 525.00	0.10	\$ 52.50	Correspondence with creditor;
2-Oct-2025	Carla Casco	\$ 200.00	0.30	\$ 60.00	Print GL, email per request, 3rd party deposit;
2-Oct-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Emails, Telephone discussion with Tax partner.
3-Oct-2025	Sherri Murphy	\$ 200.00	0.90	\$ 180.00	Schedule summary prepared for review.
6-Oct-2025	Carla Casco	\$ 200.00	0.40	\$ 80.00	Prepare cheque requisition, set up payables and other banking tasks.
7-Oct-2025	Carla Casco	\$ 200.00	0.50	\$ 100.00	Prepare transfer letter, prepared cheque requisition, print cheque.
7-Oct-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Various emails re: tax filings.
9-Oct-2025	Angelo Consoli	\$ 525.00	0.10	\$ 52.50	Review and correspondence with creditor;
14-Oct-2025	Carla Casco	\$ 200.00	0.20	\$ 40.00	Deposit cheque;
14-Oct-2025	Chris Mazur	\$ 575.00	0.10	\$ 57.50	Bank rec.
15-Oct-2025	Chris Mazur	\$ 575.00	0.30	\$ 172.50	Query from creditor.
17-Oct-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Call with Tax partner re: filings.
21-Oct-2025	Carla Casco	\$ 200.00	0.30	\$ 60.00	Bank Statement Reconciliation
10-Nov-2025	Angelo Consoli	\$ 525.00	0.60	\$ 315.00	Initial review of Award; creditor correspondence;
11-Nov-2025	Angelo Consoli	\$ 525.00	0.10	\$ 52.50	Bank Reconciliation;
12-Nov-2025	Angelo Consoli	\$ 525.00	1.20	\$ 630.00	Review Partial Final Award; call with Management and counsel to discuss same; correspondence with investor;
12-Nov-2025	Chris Mazur	\$ 575.00	1.40	\$ 805.00	Review arbitration decision, call with counsel and Company.
13-Nov-2025	Angelo Consoli	\$ 525.00	0.30	\$ 157.50	Correspondence with investor; review management statements and follow up request re: same;
13-Nov-2025	Carla Casco	\$ 200.00	0.30	\$ 60.00	Bank Statement Reconciliation
13-Nov-2025	Chris Mazur	\$ 575.00	0.30	\$ 172.50	review waterfall, emails, reporting.
17-Nov-2025	Angelo Consoli	\$ 525.00	0.10	\$ 52.50	Review and correspondence with creditor;
18-Nov-2025	Angelo Consoli	\$ 525.00	0.10	\$ 52.50	Review and correspondence with investor;
1-Dec-2025	Angelo Consoli	\$ 525.00	0.10	\$ 52.50	Correspondence with creditor;
1-Dec-2025	Daniel Pulsone	\$ 275.00	0.10	\$ 27.50	Creditor inquiry matters.
3-Dec-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Attend re: claim.
8-Dec-2025	Angelo Consoli	\$ 525.00	0.10	\$ 52.50	Correspondence re: creditor request;
8-Dec-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Emails from investor, shares issue.
8-Dec-2025	Daniel Pulsone	\$ 275.00	0.60	\$ 165.00	Proof of Claims entry, save to file.
10-Dec-2025	Angelo Consoli	\$ 525.00	0.20	\$ 105.00	Review and correspondence with creditor and management;
11-Dec-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Query from investor.
11-Dec-2025	Susan Rickards	\$ 200.00	0.20	\$ 40.00	Proof of Claim sent to creditor.
16-Dec-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Creditor queries.
16-Dec-2025	Susan Rickards	\$ 200.00	0.10	\$ 20.00	Review email and respond to creditor.
18-Dec-2025	Angelo Consoli	\$ 525.00	0.10	\$ 52.50	Correspondence with creditor;
19-Dec-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Creditor query.
23-Dec-2025	Angelo Consoli	\$ 525.00	0.30	\$ 157.50	Review and correspondence re: Management update on proposed Settlement;
23-Dec-2025	Angelo Consoli	\$ 525.00	0.60	\$ 315.00	Review and correspondence with Counsel re: company arbitration, proposed settlement terms, creditor claim, etc.
23-Dec-2025	Chris Mazur	\$ 575.00	0.40	\$ 230.00	Various emails from Company and respective counsel.
29-Dec-2025	Angelo Consoli	\$ 525.00	0.20	\$ 105.00	Review and correspondence re: proposed Minutes of Settlement and Release;
31-Dec-2025	Angelo Consoli	\$ 525.00	0.50	\$ 262.50	Review and correspondence re: Settlement Agreement, Minutes; call and e-mail correspondence with Counsel;

9-Jan-2026	Angelo Consoli	\$ 525.00	0.10	\$	52.50	Bank reconciliation;
13-Jan-2026	Angelo Consoli	\$ 525.00	0.40	\$	210.00	Attend to discussion re: outstanding matters; call with Counsel to discuss file status, proposed motion, next steps;
13-Jan-2026	Chris Mazur	\$ 575.00	0.70	\$	402.50	Review emails, prepare for and have call with counsel.
14-Jan-2026	Carla Casco	\$ 200.00	0.30	\$	60.00	Bank Statement Reconciliation
15-Jan-2026	Chris Mazur	\$ 575.00	0.30	\$	172.50	Various e-mails, attend re report.
22-Jan-2026	Nicole Ormond	\$ 395.00	0.20	\$	79.00	Review file.
30-Jan-2026	Carla Casco	\$ 200.00	0.20	\$	40.00	Provision of GL for reconciliation;
30-Jan-2026	Angelo Consoli	\$ 525.00	1.60	\$	840.00	Review draft Affidavit and related Order; discussion re: next steps; correspondence to management re: creditor enquiry;
30-Jan-2026	Chris Mazur	\$ 575.00	0.80	\$	460.00	Review draft materials
			17.30	\$	7,974.00	

# Appendix G

Court File No. BK-25-03165297-0031  
Estate File No. 31-3165297

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF**  
**KOGNITIV CORPORATION**  
**OF THE CITY OF TORONTO**  
**IN THE PROVINCE OF ONTARIO**

**AFFIDAVIT OF JOHN SALMAS**  
**(Sworn February 12, 2026)**

I, **JOHN SALMAS**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Partner with Dentons Canada LLP (“**Dentons**”), counsel to BDO Canada Limited (“**BDO**”) in its capacity as the Proposal Trustee in the above-noted proceeding (in such capacity, the “**Proposal Trustee**”). As such, I have personal knowledge of the matters to which I hereinafter depose in this Affidavit. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all cases, believe it to be true.
2. On December 12, 2024, Kognitiv Corporation (the “**Company**”) filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). BDO consented to act as the Proposal Trustee.
3. Pursuant to an order (the “**Ancillary Order**”) of the Ontario Superior Court of Justice, Commercial List (In Bankruptcy and Insolvency) (the “**Court**”) issued on March 18, 2025, the Proposal Trustee and its legal counsel are to be paid their reasonable fees and disbursements, at their standard rates and charges, by the Company as part of the costs of these proceedings.

4. The Administration Charge (as defined in the Ancillary Order), in the amount of \$500,000, was granted as security over the Property (as defined in the Ancillary Order) for such payments. Pursuant to paragraph 4 of the Ancillary Order, the Proposal Trustee and its legal counsel shall pass their accounts from time to time, and for this purpose, the accounts of the Proposal Trustee and its legal counsel are referred to the Court.

5. Attached hereto as **Exhibit “A”** are copies of Dentons’ invoices (collectively, the **“Invoices”**) issued in connection with its role as counsel to the Proposal Trustee for the period from March 1, 2025 to January 31, 2026 (the **“Billing Periods”**). The Invoices have been redacted where necessary to address matters of confidentiality or privilege. Nothing in this Affidavit or its exhibits is intended to constitute a waiver of any applicable privilege.


6. Attached hereto as **Exhibit “B”** is a table summarizing the Invoices, including the total fees and disbursements incurred by Dentons in connection with these proceedings for the Billing Periods.

7. Attached hereto as **Exhibit “C”** is a table detailing, among other things, the hourly rates and the time expended by the various professionals at Dentons who have worked on this matter for the Billing Periods. The rates and charges reflected therein are Dentons’ standard rates and charges for services of a similar nature and complexity.

8. The total legal fees (exclusive of disbursements and applicable taxes) billed by Dentons for the Billing Periods in connection with its role as counsel to the Proposal Trustee, are \$114,442.80. To the best of my knowledge, the rates charged by Dentons are comparable to the rates charged by other large legal firms in the Toronto market for the provision of services of a similar nature and complexity.

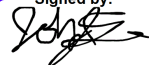
9. This Affidavit is made in support of the motion for, among other things, approval of the fees and disbursements of Dentons as counsel to the Proposal Trustee, and for no other or improper purpose.

**SWORN** by John Salmas before me at the City of Toronto, in the Province of Ontario on February 12, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
EAED8D28A89144A...

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**YING (TEDDY) OUYANG**  
**(LSO # P11287)**  
A Commissioner for Taking Affidavits  
(or as may be)

Signed by:  
  
4688C57DA7AC440...

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**JOHN SALMAS**

THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF JOHN SALMAS SWORN BEFORE  
ME THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2026.

Signed by:  
  
EAED8D28A89144A...

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**YING (TEDDY) OUYANG**  
**(LSO # P11287)**  
A Commissioner for Taking Affidavits  
(or as may be)



Dentons Canada LLP  
77 King Street West, Suite 400  
Toronto-Dominion Centre  
Toronto, ON, Canada M5K 0A1

T 416 863 4511  
F 416 863 4592

dentons.com

Kognitiv Corporation  
161 Bay St.  
Toronto, ON M5J 1C4  
Canada  
Attention: Grant McLeod

**INVOICE # 3929304**

GST/HST # R121996078  
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
April 3, 2025	507071-000058	John Salmas

**BDO Canada Limited**  
**Re: Kognitiv Corp.**

Professional Fees	\$ 58,992.40
Disbursements	26.00
HST (13.0%) on \$59,018.40	7,672.39
<b>Total Amount Due</b>	<b><u>\$ 66,690.79 CAD</u></b>

DENTONS CANADA LLP

Per: \_\_\_\_\_  
John Salmas



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**Invoice Detail**

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TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

<b>Date</b>	<b>ID</b>	<b>Description of Work</b>	<b>Hours</b>
01-Mar-25	JS	Messages to and from and discussions with Aird & Berlis. Internal discussions regarding matter re: debt and security documents.	0.7
02-Mar-25	JS	Messages to and from McCarthys and Kognitiv. Messages to and from Aird & Berlis.	0.6
03-Mar-25	BB	Meeting with Chris Mazur and Angelo Consonti.	0.6
03-Mar-25	JS	Messages to and from BDO. Telephone conversation with BDO. Attended Creditors' Meeting. Messages to and from BDO regarding employee claims. Internal discussions regarding convertible notes. Messages to and from Roystone.	2.8
04-Mar-25	BB	Review various security documents.	2.1
04-Mar-25	JS	Messages to and from Kognitiv. Reviewed amendments to Watt Priorities Agreement. Reviewed various subordination agreements. Reviewed correspondence from McCarthys regarding Aimia claim documents and subordination agreements. Messages to and from Kognitiv. Considered all Roystone debt documents. Reviewed draft motion materials from Aird & Berlis. Telephone conversation with Aird & Berlis. Considered Urbana promissory note.	2.8
05-Mar-25	BB	Various discussions with John Salmas regarding subordination documents and priority. Review various subordination agreements and security documents. Review trustee report and provide comments. Research interpretation of various clauses in subordination agreements.	5.7
05-Mar-25	KK	Review BDC/Roystone subordination agreement and call with John Salmas to discuss priority/distribution issues.	1.0
05-Mar-25	JS	Reviewed amended motion materials. Messages to and from Aird & Berlis. Reviewed various intercreditors agreements. Reviewed employee proofs of claim. Messages to and from Roystone. Reviewed updated Kognitiv waterfall analysis. Discussions with Ken Kraft regarding subordination agreement matters. Reviewed updated Approval and Vesting Order. Considered various security review issues. Telephone conversation with Kyle Plunkett and Grant McLeod. Reviewed side letters regarding March 2023 note. Internal discussions regarding matter. Considered Service List.	3.8
06-Mar-25	BB	Revise notice of motion and provide comments. Draft ancillary order. Discuss relief sought with Chris Mazur and Angelo Consonti.	4.1
06-Mar-25	JS	Messages to and from BDO. Telephone conversation with BDO. Considered WEPPA relief. Considered Ancillary Order. Reviewed BDC Capital and Aimia Proofs of Claim. Messages to and from Aird & Berlis. Amendments to Ancillary Order. Comments on motion materials.	3.4
07-Mar-25	KK	Call with John Salmas to discuss status and issues to address with potential sale approval motion and other issues. Exchanges with Birpal	0.7

<b>Date</b>	<b>ID</b>	<b>Description of Work</b>	<b>Hours</b>
		Benipal and review additional provisions of BDCC subordination agreement in favour of Roystone.	
07-Mar-25	JS	Messages to and from Aird & Berlis. Amendments to motion materials. Messages to and from BDO. Reviewed KERP resolution. Telephone conversation with Aird & Berlis. Messages to and from BDO. Execution of Dentons fee affidavit. Considered Roystone subordination agreement. Attended all-party telephone conference conversation. Reviewed Share Purchase Agreement. Internal discussions regarding matter. Reviewed Term Sheet of Kognitiv and BDCC. Amendments to Notice of Motion.	2.9
08-Mar-25	KK	Further email exchanges in relation to BDCC subordination documentation with both Roystone and Kognitiv and review relevant agreements.	0.3
08-Mar-25	JS	Reviewed Kognitiv motion materials regarding motion.	0.4
09-Mar-25	JS	Messages to and from McCarthys regarding waterfall analysis.	0.3
10-Mar-25	KK	Review and consider updated inter-creditor and subordination agreement and related email exchanges with Birpal Benipal.	0.4
10-Mar-25	JS	Reviewed and commented on draft Kognitiv affidavit. Messages regarding professional fees and expenses. Considered subordination agreements. Messages to and from BDO regarding KERP and Kognitiv affidavit. Messages to and from Aird & Berlis. Attended various telephone conference conversations. Considered sales process. Reviewed KERP documents. Reviewed Bid Summary. Considered confidential appendices. Amendments to Sullivan affidavit. Reviewed correspondence from company regarding STIP and compensation chart. Attended all party call regarding success fee. Reviewed draft First Report of Proposal Trustee. Correspondence from McCarthys regarding Aimia.com domain. Reviewed updated waterfall. Messages to and from Stephen Watt.	3.6
11-Mar-25	BB	Revise affidavit of Tim Sullivan and ancillary order and send comments to Kyle Plunkett and Matilda Lici.	1.8
11-Mar-25	KK	Discussions with John Salmas and Birpal Benipal.	0.3
11-Mar-25	JS	Messages to and from Kognitiv. Messages to and from Aird & Berlis. Considered waterfall. Internal discussions regarding matter. Messages to and from BDO. Amendments to First Report of Proposal Trustee. Reviewed further amended affidavit. Reviewed Aird & Berlis dropbox. Reviewed correspondence to Service List. Reviewed Kognitiv bank statement.	2.8
12-Mar-25	JS	Messages to and from Roystone and Kognitiv. Reviewed 13 week cashflow. Amendments to draft First Report of Proposal Trustee.	1.5
13-Mar-25	BB	Revise Trustee Report and provide comments. Review Motion Record of the company.	3.7
13-Mar-25	JS	Messages to and from Aird & Berlis. Amendments to draft First Report of Proposal Trustee. Internal discussions regarding matter. Messages to and from BDO regarding report. Reviewed Kognitiv Debt Summary. Considered confidential appendices.	2.8

<b>Date</b>	<b>ID</b>	<b>Description of Work</b>	<b>Hours</b>
14-Mar-25	BB	Various calls with company counsel and BDO. Review and finalize the trustee's report with comments from various stakeholders. Review confidential appendices. Review factum of the company. Revise confidential appendices.	5.6
14-Mar-25	JS	Reviewed finalized schedules to First Report of Proposal Trustee. Messages to and from BDO. Reviewed correspondence from Claimants. Messages to and from Aird & Berlis. Messages to and from Foglers. Attended telephone conference conversation regarding court motion. Considered WEPPA issues. Reviewed and commented on Kognitiv factum. Reviewed updated 13 week cashflow forecast. Telephone conversation with Chris Mansur regarding finalized First Report of Proposal Trustee. Reviewed Unbana proof of claim.	3.2
15-Mar-25	JS	Reviewed finalized Kognitiv factum.	0.4
16-Mar-25	JS	Messages to and from McCarthys. Telephone calls (several) with Aird & Berlis. Messages to and from Aird & Berlis.	1.2
17-Mar-25	BB	Call with BDO to discuss issues with deal and adjournment of various relief for motion scheduled March 18, 2025. Call with BDO and counsel for the company. Review Aide Memoire.	1.1
17-Mar-25	JS	Messages to and from McCarthys regarding Aimia.com domain. Messages to and from Kognitiv. Messages to court office. Messages to and from BDO and Aird & Berlis. Attended telephone conference conversation. Amendments to Ancillary Order. Reviewed Kognitiv's draft Aide Memoire. Reviewed correspondence to Service List.	2.9
18-Mar-25	BB	Review motion materials. Appear before Justice Dietrich for the motion scheduled March 18, 2025. Call with counsel for the company and BDO.	1.4
18-Mar-25	JS	Telephone conversation with Aird & Berlis. Correspondence to and from Cassels. Attended court hearing. Reviewed Justice Dietrich endorsement and Ancillary Relief Order.	2.3
19-Mar-25	JS	Messages to and from BDO regarding deposit issues. Telephone conversation with Goodmans.	0.8
21-Mar-25	JS	Messages to and from McCarthys. Correspondence to and from Kognitiv and Roystone.	0.7
24-Mar-25	JS	Messages to and from Roystone and Kognitiv.	0.4
25-Mar-25	BB	Attend meeting with counsel for Amia, Kognitiv and BDO. Attend meeting with BDO and John Salmas.	0.9
25-Mar-25	JS	Messages to and from BDO. Attended telephone conference conversation. Considered deposit matter. Telephone conversation with Aird & Berlis.	1.4
26-Mar-25	JS	Messages to and from Aird & Berlis. Telephone conversation with Goodmans.	0.5
28-Mar-25	JS	Messages to and from Aird & Berlis. Telephone conversation with Aird & Berlis.	0.8
31-Mar-25	JS	Messages to and from BDO. Messages to and from Roystone.	0.4
		<b>Total</b>	<b>73.1</b>

DENTONS CANADA LLP  
 BDO Canada Limited  
 Re: Kognitiv Corp.

INVOICE 3929304  
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 Matter # 507071-000058

<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Birpal Benipal	27.0	480.00	12,960.00
John Salmas	43.4	986.00	42,792.40
Kenneth Kraft	2.7	1,200.00	3,240.00
<b>Total</b>	<b>73.1</b>		<b>\$58,992.40</b>

**TOTAL PROFESSIONAL FEES** \$ **58,992.40**

**TAXABLE DISBURSEMENTS**

Searches \$ 26.00

**TOTAL TAXABLE DISBURSEMENTS** \$ **26.00**

**TOTAL DISBURSEMENTS** \$ **26.00**

**TOTAL FEES AND DISBURSEMENTS** \$ **59,018.40**

**TAXES**

HST (13.0%) on Professional Fees of \$58,992.40 \$ 7,669.01

HST (13.0%) on Taxable Disbursements of \$26.00 3.38

**TOTAL TAXES** 7,672.39

**TOTAL AMOUNT DUE** \$ **66,690.79** CAD



DENTONS CANADA LLP  
 BDO Canada Limited  
 Re: Kognitiv Corp.

INVOICE 3938943  
 Page 2 of 4  
 Matter # 507071-000058

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**Invoice Detail**

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TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

<b>Date</b>	<b>ID</b>	<b>Description of Work</b>	<b>Hours</b>
07-Mar-25	BB	Emails to and from Kyle Plunkett. Draft fee affidavit of John Salmas and swear same. Call with company counsel and BDO. Review distribution waterfall calculations and BDC convertible note.	6.1
10-Mar-25	BB	Various calls with BDO, and company counsel. Review drafts of motion materials provided by company counsel.	5.6
12-Mar-25	BB	Review and provide comments on First Report.	2.1
01-Apr-25	BB	Attend weekly meeting with BDO, and counsel to Roystone, Amia, and Kognitiv for updates on Chapter 11 filing.	0.3
01-Apr-25	JS	Attended Kognitiv update call with Aird & Berlis. Messages to and from Aird & Berlis regarding Kognitiv DIP term Sheet.	0.8
02-Apr-25	JS	Messages to and from Kognitiv regarding DIP issues. Discussions with Aird & Berlis. Messages to and from BDO.	0.8
03-Apr-25	JS	Correspondence to Court office regarding April 7 court date. Internal discussions regarding matter.	0.3
04-Apr-25	JS	Messages to and from Aird & Berlis and Court office regarding vacating Court appearance.	0.3
07-Apr-25	JS	Messages to and from Roystone regarding DIP expenditures. Messages to and from BDO regarding matter. Messages to and from Aird & Berlis. Telephone conversation with Cassels regarding mediation sessions and NOI lift stay. Messages to and from Cassels and Aird & Berlis regarding mediation sessions. Telephone conversation with Aird & Berlis. Correspondence from Aird & Berlis regarding matter update.	2.2
08-Apr-25	JS	Messages to and from Cassels and Aird & Berlis regarding lifting of stay and arbitration. Messages to and from BDO and Kognitiv. Messages to and from BDO regarding lift stay. Emails from BDO regarding employee proofs of claim. Attended Kognitiv update call with Aimia. Attended telephone conference conversation with Cassels and Aird & Berlis.	1.8
09-Apr-25	JS	Messages to and from Aird & Berlis and Cassels regarding hearing request form. Considered draft Kognitiv Arbitration Lift Stay Order. Considered Kognitiv Notice of Motion and Aide Memoire.	1.2
11-Apr-25	JS	Amendments to Notice of Motion, Aide Memoire and proposed form of order. Messages to and from Aird & Berlis and Cassels. Finalized documents. Correspondence to Court office. Messages to Court office.	0.6
14-Apr-25	JS	Messages to Service List. Messages to and from Aird & Berlis and Cassels. Amendments to form of order.	0.6
15-Apr-25	JS	Reviewed Justice Cavanagh's endorsement and order. Attended Aimia update call.	0.8
16-Apr-25	AJM	Call with John Salmas regarding employment issues.	0.2

DENTONS CANADA LLP  
 BDO Canada Limited  
 Re: Kognitiv Corp.

INVOICE 3938943  
 Page 3 of 4  
 Matter # 507071-000058

<b>Date</b>	<b>ID</b>	<b>Description of Work</b>	<b>Hours</b>
16-Apr-25	JS	Considered issues regarding return of Capillary deposit. Messages to and from BDO. Considered draft update to creditors.	0.4
17-Apr-25	AJM	Email from our Birpal Benipal regarding employee claims. Reviewing and analyzing same.	1.3
17-Apr-25	JS	Discussions with Adrian Miedema regarding employee claims. Reviewed Share Purchase Agreement termination and deposit provisions. Internal discussions regarding matter.	1.3
21-Apr-25	JS	Messages to and from BDO regarding SPA Termination implications.	0.5
22-Apr-25	BB	Review update to creditors and provide comments to BDO.	0.8
22-Apr-25	AJM	Reviewing employee claims. Assigning detailed assessment to our Mia Music.	0.4
22-Apr-25	JS	Attended Aimia update call. Messages to and from BDO.	0.4
23-Apr-25	MM	Review agreements and demand letters in respect of employee claims and prepare chart setting out statutory entitlements, range of reasonable common law notice and recommended settlement offer.	2.9
24-Apr-25	BB	Review security documents for security review opinion.	2.7
24-Apr-25	MM	Review agreements and demand letters in respect of employee claims and prepare chart setting out statutory entitlements, range of reasonable common law notice and recommended settlement offer.	0.5
24-Apr-25	AJM	Reviewing employee claim information. Working on assessment of employee claims. Sending same to our John Salmas.	1.9
24-Apr-25	JS	Messages to and from Adrian Miedema regarding employee claims review.	0.3
28-Apr-25	BB	Draft security opinion for Roystone security.	3.9
28-Apr-25	JS	Considered employee Proofs of Claims and review of the same. Internal discussions regarding matter.	0.5
29-Apr-25	MM	Prepare correspondence setting out how recommended settlements for employee claims are calculated, and how reasonable notice in common law is assessed.	0.4
29-Apr-25	JS	Attended Aimia update call. Internal discussions regarding proofs of claim. Messages to and from BDO. Reviewed Chapter 11 Court filings.	0.4
30-Apr-25	BB	Draft security opinion for Roystone security.	2.3
30-Apr-25	AJM	Preparing and sending email to our Birpal Benipal and John Salmas regarding employee claims.	0.5
		<b>Total</b>	<b>45.1</b>

DENTONS CANADA LLP  
 BDO Canada Limited  
 Re: Kognitiv Corp.

INVOICE 3938943  
 Page 4 of 4  
 Matter # 507071-000058

<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
Adrian Miedema	4.3	1,110.00	4,773.00
Birpal Benipal	23.8	480.00	11,424.00
John Salmas	13.2	986.00	13,015.20
Mia Music	3.8	530.00	2,014.00
<b>Total</b>	<b>45.1</b>		<b>\$31,226.20</b>

**TOTAL PROFESSIONAL FEES** **\$ 31,226.20**

**TAXES**

HST (13.0%) on Professional Fees of \$31,226.20 \$ 4,059.41

**TOTAL TAXES** **4,059.41**

**TOTAL AMOUNT DUE** **\$ 35,285.61 CAD**



**DENTONS CANADA LLP**

BDO Canada Limited

Re: Kognitiv Corp.

**Invoice Number:** 260010207

**Matter Number:** 507071-000058  
Page 2 of 2

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**Invoice Details**

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Date	Init.	Description	Hours
05-May-25	BB	Review Security Documents for security opinion and compile inter-creditor agreements.	1.70
06-May-25	BB	Revise employee claim chart. Email employee claim chart to Chris Mazur and Angelo Consoli.	0.50
<b>Total</b>			<b>2.20</b>

Timekeeper	Hours	Hourly Rate	Fees
Birpal Benipal	2.20	480.00	1,056.00
<b>Total</b>	<b>2.20</b>		<b>\$ 1,056.00</b>

**Total Professional Fees** **\$ 1,056.00**

**Taxes**

HST (13.0%) on Professional Fees of \$1,056.00 137.28

**Total Taxes** **\$ 137.28**

**Total Amount Due in CAD** **\$ 1,193.28**



**John Salmas**  
Partner

**Dentons Canada LLP**  
77 King Street West, Suite 400  
Toronto ON M5K 0A1  
CANADA

**Kognitiv Corporation**

161 Bay St.  
Toronto ON M5J 1C4

Attention:

Grant McLeod  
Grant.McLeod@kognitiv.com

**Invoice Number:**

**260030581**

Invoice Date:

October 14, 2025

GST / HST Number:

R121996078

QST Number:

1086862448 TQ 0001

**Matter Number:** 507071-000058

**Client Name:** BDO Canada Limited

**Description:** Kognitiv Corp.

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

	<b>Amount (CAD)</b>
Professional Fees	3,451.00
Total Amount Before Tax	3,451.00
HST @ 13.0% on \$3,451.00	448.63
<b>Total Amount Due in CAD</b>	<b>\$ 3,899.63</b>

<b>Payment Due On Receipt</b>
<p><b>Wire Transfer</b> Bank of Montreal, 1st Canadian Place Toronto ON M5X 1A3 CANADA</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>



**DENTONS CANADA LLP**

BDO Canada Limited

Re: Kognitiv Corp.

**Invoice Number:** 260030581

**Matter Number:** 507071-000058  
Page 2 of 2

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**Invoice Details**

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<b>Date</b>	<b>Init.</b>	<b>Description</b>	<b>Hours</b>
27-Aug-25	JS	Messages from Stikemans regarding status of Kognitiv matter. Update status email to BDO. Update status email to Aird & Berlis.	0.40
03-Sep-25	JS	Messages to and from BDO. Telephone conversation with Aird & Berlis. Reviewed proposal matters.	1.80
08-Sep-25	JS	Discussions with Aird & Berlis. Discussions with BDO. Attended all party update call.	1.30
<b>Total</b>			<b>3.50</b>

<b>Timekeeper</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fees</b>
John Salmas	3.50	986.00	3,451.00
<b>Total</b>	<b>3.50</b>		<b>\$ 3,451.00</b>

<b>Total Professional Fees</b>	<b>\$ 3,451.00</b>
<b>Taxes</b>	
HST (13.0%) on Professional Fees of \$3,451.00	448.63
<b>Total Taxes</b>	<b>\$ 448.63</b>
<b>Total Amount Due in CAD</b>	<b>\$ 3,899.63</b>



**John Salmas**  
Partner

**Dentons Canada LLP**  
77 King Street West, Suite 400  
Toronto ON M5K 0A1  
CANADA

**Kognitiv Corporation**

161 Bay St.  
Toronto ON M5J 1C4

Attention:  
Grant McLeod  
Grant.McLeod@kognitiv.com

**Invoice Number: 260058383**

Invoice Date: January 15, 2026  
GST / HST Number: R121996078  
QST Number: 1086862448 TQ 0001

**Matter Number:** 507071-000058  
**Client Name:** BDO Canada Limited  
**Description:** Kognitiv Corp.

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

	<b>Amount (CAD)</b>
Professional Fees	6,183.20
Total Amount Before Tax	6,183.20
HST @ 13.0% on \$6,183.20	803.82
<b>Total Amount Due in CAD</b>	<b>\$ 6,987.02</b>

<b>Payment Due On Receipt</b>
<p><b>Wire Transfer</b> Bank of Montreal, 1st Canadian Place Toronto ON M5X 1A3 CANADA</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] <i>days. mounts over 30</i></p>



**DENTONS CANADA LLP**

BDO Canada Limited

Re: Kognitiv Corp.

**Invoice Number:** 260058383

**Matter Number:** 507071-000058  
Page 2 of 2

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**Invoice Details**

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<b>Date</b>	<b>Init.</b>	<b>Description</b>	<b>Hours</b>
23-Dec-25	JS	Messages to and from BDO re: Kognitiv settlement re: arbitration proceedings. Telephone conversation with Aird & Berlis re: Kognitiv Settlement. Messages to and from Cassels re: proposed Kognitiv Settlement. Reviewed arbitral decision.	1.90
24-Dec-25	JS	Messages to and from Aird & Berlis and Cassels. Messages to and from BDO re: settlement issues. Reviewed various proof of claims re: Jonas parties. Messages to and from Kognitiv. Reviewed and comment on draft Minutes of Settlement and Release.	1.40
26-Dec-25	JS	Messages to and from Aird & Berlis re: release and settlement documents.	0.40
27-Dec-25	JS	Messages to and from Aird & Berlis and BDO re: settlement minutes and release form.	0.50
28-Dec-25	JS	Messages to and from BDO re: settlement agreement and release. Messages re: Loyalty Solutions bankruptcy.	0.60
29-Dec-25	JS	Messages to and from Aird & Berlis and BDO re: Loyalty Solutions bankruptcy.	0.50
30-Dec-25	JS	Telephone conversation with Aird & Berlis re: matter.	0.60
<b>Total</b>			<b>5.90</b>

<b>Timekeeper</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fees</b>
John Salmas	5.90	1,048.00	6,183.20
<b>Total</b>	<b>5.90</b>		<b>\$ 6,183.20</b>

<b>Total Professional Fees</b>	<b>\$ 6,183.20</b>
<b>Taxes</b>	
HST (13.0%) on Professional Fees of \$6,183.20	803.82
<b>Total Taxes</b>	<b>\$ 803.82</b>
<b>Total Amount Due in CAD</b>	<b>\$ 6,987.02</b>



**John Salmas**  
Partner

**Dentons Canada LLP**  
77 King Street West, Suite 400  
Toronto ON M5K 0A1  
CANADA

**Kognitiv Corporation**

161 Bay St.  
Toronto ON M5J 1C4

Attention:  
Grant McLeod  
Grant.McLeod@kognitiv.com

**Invoice Number: 260063731**

Invoice Date: January 31, 2026  
GST / HST Number: R121996078  
QST Number: 1086862448 TQ 0001

**Matter Number:** 507071-000058  
**Client Name:** BDO Canada Limited  
**Description:** Kognitiv Corp.

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

	<b>Amount (CAD)</b>
Professional Fees	13,534.00
Disbursements	150.00
Total Amount Before Tax	13,684.00
HST @ 13.0% on \$13,534.00	1,759.42
<b>Total Amount Due in CAD</b>	<b>\$ 15,443.42</b>

<b>Payment Due On Receipt</b>
<b>Wire Transfer</b> Bank of Montreal, 1st Canadian Place [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]



**DENTONS CANADA LLP**

BDO Canada Limited

Re: Kognitiv Corp.

**Invoice Number:**

260063731

**Matter Number:**

507071-000058

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**Invoice Details**

<b>Date</b>	<b>Init.</b>	<b>Description</b>	<b>Hours</b>
08-Jan-26	JS	Messages to and from Aird & Berlis re Kognitiv motion logistics.	0.90
09-Jan-26	JS	Messages to and from Commercial List re: Kognitiv motion.	0.40
12-Jan-26	JS	Messages to and from Kyle Plunkett re: Kognitiv motion. Discussions with Aird & Berlis re: Kognitiv motion record. Messages to and from BDO. Telephone conversation with BDO.	1.10
13-Jan-26	JS	Telephone conference conversation with BDO re: Kognitiv motion record and motion record of Loyalty Solutions.	0.60
20-Jan-26	JS	Internal discussions re: matter. Reviewed prior Proposal Trustee reports re: Kognitiv proposal proceedings. Internal discussions re: matter. Reviewed Certificate of Appointment. Reviewed Kognitiv debt and security agreement.	1.70
22-Jan-26	JS	Messages to and from Aird & Berlis re: Kognitiv and Loyalty Solutions motion records. Messages to and from Commercial List re: motions.	1.20
22-Jan-26	LF	File related emails. Reviewing security documents filed to date. Reviewing security opinion.	1.00
23-Jan-26	LF	Further reviewing security documents and opinion.	1.50
26-Jan-26	JS	Messages to and from Commercial List re: matters. Internal discussions re: secured creditors of Kognitiv and Loyalty Solutions.	0.80
27-Jan-26	JS	Messages to and from Aird & Berlis re: draft Court materials. Internal discussions re: matter.	0.60
27-Jan-26	LF	Reviewing security opinion to date and related promissory notes and security documents. Considering issues regarding proposed distribution.	2.30
28-Jan-26	JS	Reviewed Loyalty Solutions Statement of Affairs. Internal discussions re: Loyalty Solutions contractual obligations.	0.60
30-Jan-26	JS	Reviewed draft court materials provided by Aird & Berlis. Reviewed debt and security documents.	1.80
30-Jan-26	LF	Reviewing court materials to date. Reviewing the Applicant's draft Order. Reviewing proposed distributions against security documents.	0.80
<b>Total</b>			<b>15.30</b>

<b>Timekeeper</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fees</b>
John Salmas	9.70	1,132.00	10,980.40
Linda Fraser-Richardson	5.60	456.00	2,553.60
<b>Total</b>	<b>15.30</b>		<b>\$ 13,534.00</b>

**Total Professional Fees** **\$ 13,534.00**

<b>Non-Taxable Disbursements</b>	<b>Amount</b>
Court, Stamp & Filing Fees	150.00
<b>Total Non-Taxable Disbursements</b>	<b>\$ 150.00</b>

**Total Disbursements** **\$ 150.00**

**Total Professional Fees & Disbursements** **\$ 13,684.00**

**DENTONS CANADA LLP**

BDO Canada Limited

Re: Kognitiv Corp.

**Invoice Number:**

260063731

**Matter Number:**

507071-000058

Page 3 of 3

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**Taxes**

HST (13.0%) on Professional Fees of \$13,534.00

1,759.42


**Total Taxes**

**\$ 1,759.42**

**Total Amount Due in CAD**

**\$ 15,443.42**

THIS IS EXHIBIT “**B**” REFERRED TO IN THE  
AFFIDAVIT OF JOHN SALMAS SWORN BEFORE  
ME THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2026.

Signed by:  
  
EAED8D28A89144A...

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**YING (TEDDY) OUYANG**  
**(LSO # P11287)**  
A Commissioner for Taking Affidavits  
(or as may be)


**EXHIBIT "B"****Summary of Invoices****The Period of March 1, 2025 to January 31, 2026**

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Professional Fees<sup>1</sup></b>	<b>Disbursements</b>	<b>GST/HST</b>	<b>Total Amount Due</b>
3929304	April 3, 2025	\$58,992.40	\$26.00	\$7,672.39	<b>\$66,690.79</b>
3938943	May 7, 2025	\$31,226.20	0	\$4,059.41	<b>\$35,285.61</b>
260010207	July 16, 2025	\$1,056.00	0	\$137.28	<b>\$1,193.28</b>
260030581	October 14, 2025	\$3,451.00	0	\$448.63	<b>\$3,899.63</b>
260058383	January 15, 2026	\$6,183.20	0	\$803.82	<b>\$6,987.02</b>
260063731	January 31, 2026	\$13,534.00	\$150.00	\$1,759.42	<b>\$15,443.42</b>
<b>TOTALS:</b>		<b>\$114,442.80</b>	<b>\$ 176.00</b>	<b>\$14,880.95</b>	<b>\$129,499.75</b>

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<sup>1</sup> Exclusive of applicable taxes.

THIS IS EXHIBIT "C" REFERRED TO IN THE  
AFFIDAVIT OF JOHN SALMAS SWORN BEFORE  
ME THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2026.

Signed by:  
  
EAED8D28A89144A...

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**YING (TEDDY) OUYANG**  
**(LSO # P11287)**  
A Commissioner for Taking Affidavits  
(or as may be)

**EXHIBIT “C”**

**Dentons Canada LLP Timekeeper Summary**  
**The Period of March 1, 2025 to January 31, 2026**

<b>Timekeeper</b>	<b>Year of Call</b>	<b>Hourly Rate</b>	<b>Total Hours</b>	<b>Fees<sup>2</sup></b>
Kenneth Kraft	1991	1,200.00	2.70	<b>\$3,240.00</b>
Adrian Miedema	1997	1,110.00	4.30	<b>\$4,773.00</b>
John Salmas	1999	986.00	60.10	<b>\$59,258.60</b>
		1,048.00	5.90	<b>\$6,183.20</b>
		1,132.00	9.70	<b>\$10,980.40</b>
Mia Music	2023	530.00	3.80	<b>\$2,014.00</b>
Birpal Benipal	2024	480.00	53.00	<b>\$25,440.00</b>
Linda Fraser-Richardson	2024	456.00	5.60	<b>\$2,553.60</b>
<b>Total</b>			<b>145.10</b>	<b>\$114,442.80</b>

**Average hourly rate = \$788.72**

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<sup>2</sup> Exclusive of applicable taxes.

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF KOGNITIV CORPORATION  
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

Court File No. BK-25-3165297-0031  
Estate File No. 31-3165297

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
IN BANKRUPTCY AND INSOLVENCY**

PROCEEDING COMMENCED AT  
TORONTO

**SECOND REPORT OF THE PROPOSAL TRUSTEE**

**DENTONS CANADA LLP**  
77 King Street West, Suite 400  
Toronto-Dominion Centre  
Toronto, ON M5K 0A1

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Email: [l.fraser-richardson@dentons.com](mailto:l.fraser-richardson@dentons.com)

Counsel for BDO Canada Limited solely in its capacity as  
Proposal Trustee and not in its personal capacity