

**SUPREME COURT OF PRINCE EDWARD ISLAND
(GENERAL SECTION)**

B E T W E E N:

PAUL MAINES and 7645686 CANADA INC.

Plaintiffs (Moving Party)

- and -

KARI REYNOLDS

Defendant (Respondent)

MOTION RECORD OF THE PLAINTIFFS (MOVING PARTY)

PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

February 9, 2026

PHILLIPS BARRISTERS PC

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Lawyers for the Plaintiffs (Moving Party)

TO:

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Defendant (Respondent)

**SUPREME COURT OF PRINCE EDWARD ISLAND
(GENERAL SECTION)**

B E T W E E N:

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(Motion for Summary Judgment)

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TAB 1

**SUPREME COURT OF PRINCE EDWARD ISLAND
(GENERAL SECTION)**

B E T W E E N:

PAUL MAINES and 7645686 CANADA INC.

Plaintiffs (Moving Party)

- and -

Kari Reynolds

Defendant (Respondent)

NOTICE OF MOTION

ON BEHALF OF THE PLAINTIFF PAUL MAINES

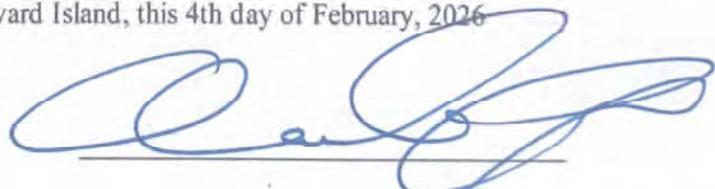
The Plaintiff, Paul Maines will make a motion to a Judge of the Supreme Court of Prince Edward Island, Trial Division, on _____, 2026, at _____ a.m./p.m., or so soon thereafter as the motion may be heard, at the Sir Louis Henry Davis Law Courts, 42 Water Street, Charlottetown, Queens County, Prince Edward Island;

1. THE MOTION IS FOR:
 - a. an order granting summary judgment dismissing the Defendant's Statement of Defence;
 - b. judgment in favour of the Plaintiff in accordance with the relief claimed in the Statement of Claim;
 - c. costs of this motion and of the action, on a substantial indemnity basis; and
 - d. such further and other relief as this Honourable Court may grant in light of the record.

2. THE GROUNDS FOR THE MOTION ARE:
 - a. Civil Procedure Rules 1.04(1), 20.01(1), 20.02(1), 20.04(1)(a), 20.04(2), 20.04(3), 20.04(5), 21.01(b) and 25;
 - b. The Plaintiff commenced this action by Statement of Claim filed June 23, 2022;
 - c. The Defendant has filed a Statement of Defence on October 13, 2023 which:

- i. consists of bare denials;
 - ii. fails to plead material facts capable of supporting a viable defence;
 - iii. the Defendant has filed no affidavit or other admissible evidence capable of establishing a genuine issue requiring a trial
3. The material facts necessary to determine liability are either admitted, uncontroverted, or incapable of dispute on the evidentiary record;
4. The moving party has met its burden of demonstrating that there is no genuine issue requiring a trial;
5. Granting summary judgment is consistent with the objectives of proportionality, judicial economy, and the timely resolution of proceedings;
6. Such further and other grounds as counsel may advise and this Honourable Court may permit.
7. THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:
 - a. The Statement of Claim filed by the Plaintiff June 23, 2022;
 - b. Affidavit of the Plaintiff, Paul Maines sworn February 4, 2026; and
 - c. The Statement of Defence filed by the Defendant on October 13, 2023;
4. Such further and other material as counsel may advise and this Honourable Court may permit.

DATED at Charlottetown Prince Edward Island, this 4th day of February, 2026



ANDREW KIRK

**PHILLIPS BARRISTERS
PROFESSIONAL CORP.**

252-2 Prince St.

Charlottetown, PE C4A4S1

902-719-7247

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TO:

Kari Reynolds

82 Holmes Lane,

Charlottetown, PE

C1C 0V4

**PRINCE EDWARD ISLAND
SUPREME COURT**

PROCEEDING COMMENCED AT
CHARLOTTETOWN

NOTICE OF MOTION

PHILLIPS BARRISTERS
PROFESSIONAL CORPORATION
2 – 252 Prince Street
Charlottetown, PE C4A 4S1

Andrew Kirk
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Lawyers for the Plaintiffs (Moving Party)

TAB 2

**SUPREME COURT OF PRINCE EDWARD ISLAND
(GENERAL SECTION)**

B E T W E E N:

PAUL MAINES and 7645686 CANADA INC.

Plaintiffs (Moving Party)

- and -

Kari Reynolds

Defendant (Respondent)

**AFFIDAVIT OF PAUL MAINES
(Sworn February 9, 2026)**

(Plaintiffs' Motion Summary Judgment)

I, PAUL MAINES, of the Town of Malpeque, Prince County, Prince Edward Island, having knowledge of the matters hereinafter, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Plaintiff in this action and an officer and directing mind of the corporate Plaintiff, 7645686 Canada Inc. ("**764**") , and, as such, have personal knowledge of the matters hereinafter deposed, except where stated to be on information, in which case I disclose the source of my information and I believe those facts to be true. This affidavit is provided in support of the Plaintiffs' Motion for Summary Judgment against Kari Reynolds ("**Kari**").

2. Subsequent to the events described below, sworn affidavits have been filed by senior government officials in parallel and related litigation, including Premier Dennis King, denying the

authenticity of the documents provided to me by Kari and her husband, Jeffery Warran Reynolds (JWR) and relied upon in court proceedings.

Attached and marked as **Exhibit "1"** Affidavit of Dennis King October 27, 2025.

3. As a result of these directly conflicting sworn positions, a judicial determination is now required as to the circumstances under which the documents were provided to me, the basis upon which I relied on them, and the failure of Kari to explain their provenance when challenged.

4. The purpose of this affidavit is not to determine the ultimate authenticity of the documents, but to establish the factual circumstances under which they were provided to me and relied upon. Nothing in this affidavit is intended to, or does, waive solicitor-client privilege over my communications with my counsel.

5. In 2021, Kari approached me to enter into a commercial relationship under the TELUS Partner Program. Kari held herself out as an account manager operating within a regulated, high-trust technology environment and sought access to my professional network and enterprise relationships.

6. Based on her role and representations, I understood that she occupied a position of professional trust. I would not have entered into the relationship or shared access to my network but for that trust.

RELATIONSHIP AND INDUCEMENT

7. On or about, February 1, 2021, Kari's husband, JWR, asked me to speak with Kari about an initiative she was working on with Telus to help her grow her business. At that time, Kari was an Accounts Manager with Telus Business Solutions in Charlottetown. Kari and I spoke, and I said I would take a look at the program and consider the opportunity.

8. On or about February 4, 2021, Kari held herself out as an account manager operating within a regulated, high-trust technology environment and sought access to my professional network and enterprise relationships. Kari assured me Telus could offer an attractive commission offering and sent me a formal Telus Partner Program contract to review.

Attached and marked as **Exhibit "2"** is a copy of Telus Partner Program Contract.

9. On February 5, 2021, I received an email from Chuck Healy, Senior Manager Atlantic Canada for Telus, copied to Kari with the Subject: "Telus Partner Program" stating:

Hi Paul...My colleague Kari let me know you are interested in our partner program. Great to hear! Its super lucrative if you put a bit of time into it uncovering leads for TELUS Solutions...Our program pays up to \$150 per cell phone and for all other services it pays 3x the monthly recurring revenue. For example, if a monthly recurring revenue is \$3000, you would get paid \$9000. You also get paid 3 years later upon renewal at 50%... Attached is the agreement. Just sign and send back. There is no commitment. You can put as much effort into it as you like...

Attached and marked as **Exhibit "3"** is a copy of the email I received from Healy dated February 5, 2021.

10. On March 9, 2021, I received an email from Subject: "Telus Partner Program" stating:

Hi Paul...Just resending. Looking forward to connecting on leads. Thanks again, Kari.

Attached and marked as **Exhibit "4"** is a copy of the email I received from Kari Reynolds dated March 9, 2021.

11. I believed I should be able to trust Kari and the things she represented to me as factual and honest. Based on her role and representations, I understood that she occupied a position of professional trust. I would not have entered into the relationship or shared access to my network but for that trust.

12. A major Telus initiative with the PEI Government at the time was around a new program where Telus was selected as the Provincial Electronic Medical Records provider. Kari did not have any experience or knowledge in this field and wanted my help. I had previous experience in this field, known as dematerialization, in the UK with Global Banks on the Simplex SWIFT Platform. Dematerialization in simple terms is the move from physical certificates/records to electronic records on secure servers.

13. Dematerialization was part of the 764 business plan with Innovation PEI and signed MOU in 2012. At that time, Eddie Francis was the lead on the PEI Loyalty Card and Dematerialization initiative for 764 working directly with Innovation PEI and former Deputy Minister Melissa MacEachern and Maines.

TELUS Health selected as the provincial Electronic Medical Record provider | Government of Prince Edward Island

Attached and marked as **Exhibit "5"** is a copy the PEI Government Press Release dated February 19, 2021.

14. On or about May 4, 2021, I introduced Eddie Francis ("Francis") to Kari and JWR to set up a meeting to discuss potential opportunities for our Telus Partner Channel Program that Kari and I were working on and to try and create opportunities for the Provincial Electronic Medical Records file. At all material times of these meetings, Francis was working with PEI BioAlliance as a business development associate and the President and COO of Neeka Health. Kari and Francis were in consistent communication in May and June 2021 on the Provincial Electronic Medical Records opportunity.

15. On May 17, 2021, Kari contacted me about new Report from Telus identifying Rodd Hotels and Resorts as on the top Telus corporate prospects. Kari had no connections to anyone at the Rodd Hotels and Resorts but was aware that I was a friend of Mark Rodd, the CEO. As a Telus Channel Partner with Kari, I set up a meeting with the Mark Rodd and arranged for myself, Kari and Mark Rodd to all meet.

16. On or about June 3, 2021, Kari and I met with Mark Rodd at his cottage. It was at this meeting that Kari told me she had some e-Gaming documents that would be of interest to me and my lawyers in a dropbox file on her home computer.

PROVISION OF DOCUMENTS

17. Following in-person meetings and communications, documents were provided to me by Kari and JWR. At no time were the documents described to me as speculative, preliminary, or subject to verification.

18. Kari knew that I intended to rely upon the documents in legal proceedings and did not express any reservation or disclaimer regarding their use.

COUNSEL DUE DILIGENCE AND INVESTIGATIVE REVIEW

19. Prior to any decision to rely upon the documents in court, my legal counsel required that the circumstances surrounding their provision be independently reviewed.

20. To that end, a licensed private investigator, Derrick Snowdy, was retained to interview Kari and JWR and to document his observations.

21. Neither Kari nor JWR advised that the documents originated from an unknown third party or that their provenance was uncertain.

MEETING WITH PRIVATE INVESTIGATOR

22. The meeting with Kar, JWR, and Derrick Snowdy was scheduled for August 11, 2021 at 4 PM, at my residence in Malpeque, Prince Edward Island. As part of the investigative process, Mr. Snowdy requested that Kari and JWR produce photographic records of the documents they intended to provide and explain the circumstances under which those documents had been printed and brought to the meeting.

23. On August 11, 2021, JWR, in advance of their interview with Snowdy at my home, JWR sent me a mobile text message confirming Kari was printing the records. JWR refers to Snowdy at that time as Cnote, as Cnote, which was an autocorrect reference to Snowdy in the past, and then became a nickname for Snowdy. JWR confirms that the email dated May 20, 2021 with subject line "Rustico/Gamesys prep" was in fact on their computer and Kari accessed it and printed it. The text stated:

JWR:	I'm printing it now will screenshot it and Kari and I will come deliver it before Cnote [sic] gets to you.
Maines:	Cnote was a typo but it will stick Thank you
Maines:	Come for 4 and meet Cnote
JWR.:	So <u>Her doing it as we speak</u> HaHa
Maines:	Nice

JWR:: Cpu is in here so I had to get it that way Printer

Maines: She looks like a hedge fund manager with all the screens 😊

JWR:: Pc and sunrise Both Accounts Have multiple People who could use

JWR:: Enjoy buddy let me know ! It made sense you need to spark a affidavit for snowy Thanks for explaining it today

Kari also printed off the key email pursuant to Mr. Snowdy's instructions, from their home computer. JWR also took a screenshot of the May 20, 2021 email and sent it to me via mobile text message with subject line "Rustico/Gamesys prep".

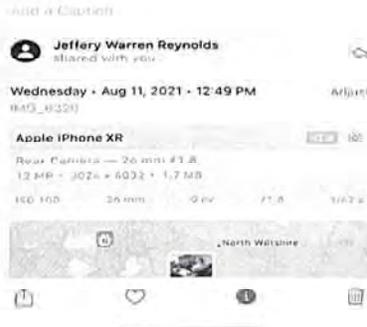
Attached and marked as **Exhibit "6"** is a copy of the text message exchange I had with JWR on August 11, 2021, which includes a photograph, from JWR, of Kari printing the May 20, 2021 email from Alan Campbell.

24. This text message with the May 20, 2021 email printed with subject: "Rustico/Gamesys prep" and the picture of the email itself, has a circle on the upper left-hand corner. The circle on the top left-hand corner of the picture of the email above indicates that this picture was taken from an iPhone and is a unique type of photograph known as a 'Live Photo'. With Live Photos, an iPhone records what happens 1.5 seconds before a picture is taken. Live Photos is an Apple technology that allows a single photo to both be a still image and, when activated, a short video with motion and sound.

25. After Kari printed the May 20, 2021 email with subject line "Rustico/Gamesys prep", Kari and JWR sent me a text message with a screenshot of the printed copy of this email from Alan Campbell pursuant to Snowdy's request.

Attached and marked as **Exhibit "7"** is a copy of the text message I received from JWR on August 11, 2021 with the attached photo of an email from Alan Campbell dated May 20, 2021.

26. My iPhone text message of Kari printing dated August 11, 2021 at 12:49 pm has the movement associated with the live photo on my iPhone. This 'Live Photo' also provides a metadata feature that confirms the time and place this photo was taken. This metadata confirms it On August 11, 2021 at 12:49 pm from Kari's home.



Attached and marked as **Exhibit "8"** is a copy of the text message I received from JWR dated August 11, 2021 and the metadata from iPhone.

27. On August 11, 2021 at 3:00 pm, JWR sent a message in Group Chat to Mark Rodd and myself when Kari and JWR jumped into their car to interview with Snowdy stating its been a rough few days but glad there was a cherry on top of a beautiful sundae for CMT.



Attached and marked as **Exhibit "9"** is a copy of the group text message I

28. During the interview conducted by Mr. Snowdy, Kari and JWR advised me, for the first time, that the "Rez Warrior Hotmail.com" email reference in the Gamesys email belonged to JWR.

SILENCE WHEN CHALLENGED

29. After the documents were filed and their authenticity was publicly challenged, Kari did not provide me with any explanation as to how or from where the documents were obtained.

30. Despite knowing that the documents were being questioned and that I was exposed to legal prejudice, Kari remained silent.

31. At no time were the documents described to me as speculative, preliminary, or subject to verification. I understood that stood by the documents' authenticity and was aware that I intended to rely upon them in legal proceedings.

32. Kari has filed a Statement of Defence in this proceeding. That pleading consists of a brief general denial of the allegations and does not include any affidavit evidence or explanation addressing the circumstances under which the documents were provided to me.

Attached and marked as **Exhibit "10"** is a copy of Kari Reynolds Statement of Defence dated October 13, 2023

33. I swear this affidavit in support of the Plaintiffs' motion for summary judgment against the Defendant, Kari Reynolds. The facts set out above establish that the documents at issue were provided to me by Kari Reynolds and Jeffrey Reynolds, that they stood by those documents, that

This is Exhibit "1" referred to in
the affidavit of Paul Maines
sworn before me in Charlottetown, PEI
on the 9 day of February 2026

0107

Andrea MacInnis
A Commissioner for Affidavits
Supreme Court of Prince Edward Island

Court File No: S1-GS-29479

SUPREME COURT OF PRINCE EDWARD ISLAND

(GENERAL SECTION)

BETWEEN:

PAUL MAINES and 7645686 CANADA INC.

PLAINTIFFS (RESPONDENTS);

AND:

DENNIS KING, ALLAN CAMPBELL, CHRIS LECLAIR, and
JEFFERY REYNOLDS

DEFENDANTS.

AFFIDAVIT OF DENNIS KING

I, Dennis King, of Brookfield, Prince Edward Island, MAKE OATH AND SAY AS
FOLLOWS:

1. I am the leader of the Prince Edward Island Progressive Conservative Party and the Premier of the Province of Prince Edward Island. I am also a named defendant in this proceeding. As such, I have personal knowledge of the matters sworn herein except for information that arises from sources other than my own personal knowledge and, as to that information, the sources are identified and I verily believe the information to be true.
2. I have never instructed any individual to use a non-governmental email account or dennis@peipc.ca to contact me about e-gaming or a company known as "Gamesys."
3. I have never stated to any individual that a non-governmental email account or dennis@peipc.ca should be used to ensure that Paul Maines and Kevin Arsenault could not obtain information under the Freedom of Information and Protection of Privacy Act.
4. I have never had an e-gaming group, Gaming Group, or any group associated with gambling, online gambling, or e-gaming.
5. I never received the email that is alleged to have been sent by Allan Campbell on May 20, 2021 to dennis@peipc.ca.
6. I never attended at any location in Rustico, Prince Edward Island, on May 21, 2021.

- 7. On May 21, 2021, I was with my family at a public location.
- 8. I never authored the email that is alleged to have been sent from dennis@peipc.ca on May 22, 2021.
- 9. I never received the email that is alleged to have been sent by Chris LeClair on May 22, 2021 to dennis@peipc.ca.
- 10. I never authored the email that is alleged to have been sent to Jeffery Reynolds on August 10, 2021 at 9:55 a.m.
- 11. I have never instructed any individual to withhold or delay the disclosure of records to Paul Maines and Kevin Arsenault under the Freedom of Information and Protection and Privacy Act.
- 12. I have never had any communications or discussions about a company known as "Gamesys" or a subject known as the "Gamesys proposal."
- 13. I make this affidavit in support of a motion for summary judgment and for no other or improper purpose.

SWORN before me at Charlottetown,
 Prince Edward Island, this 7th day of
 May, 2024.



 A Commissioner for taking Affidavits in
 and for the Supreme Court of Prince
 Edward Island



 Dennis King



This is Exhibit "2" referred to in the affidavit of Paul Maines sworn before me in Charlottetown PEI on the 9 day of February 20 26

Andrea MacTavris

CHANNEL PARTNER AGREEMENT Commissioner for Affidavits Supreme Court of PEI

THIS AGREEMENT is made this _____ day of _____ 20_____.

BETWEEN:

TELUS Communications Inc., a corporation existing under the laws of British Columbia, having a place of business at 25 York Street, Toronto, ON M5J 2V5

("TELUS")

AND: _____ (Partner Name) legally constituted and having its head office at:

(City) _____ (Country) _____

("Channel Partner")

(TELUS and the Channel Partner hereinafter collectively referred to as the "Parties")

WHEREAS TELUS provides the Services;

WHEREAS the Channel Partner is a company desiring to refer information and communication technology services;

WHEREAS the Channel Partner wants to leverage its client base and sales capabilities to refer, offer and sell TELUS products and services in exchange for a Commission;

WHEREAS TELUS wants to engage the Channel Partner for Referrals and Sales;

AND WHEREAS the Channel Partner agrees to and accepts the obligations set out herein,

NOW THEREFORE, in consideration for the mutual undertakings set out hereafter, the Parties agree as follows:

1. INTERPRETATION

1.1 Definitions

- a) "Affiliate" means affiliate as defined in the Canada Business Corporations Act as well as any partnership or other unincorporated association in which TELUS Corporation or any of its affiliated bodies corporate (as so defined) has a controlling interest.
b) "Agreement" means this Agreement and the schedules appended hereto.
c) "Confidential Information" means, in general, any form whatsoever of information created by TELUS, its suppliers, affiliates or customers, which for the purposes of TELUS' activities, does not circulate freely within the company and whose disclosure to a third party or the public may harm TELUS and/or violate privacy legislation; it includes, without limitation, procurement sources, vendor sales terms, product makeup, production and marketing techniques and methods for products and services, price lists, customer lists, discount policies, details concerning the specific needs of its customers, internal reports, market studies, periodic and annual financial statements and other information and documents of a similar nature; it also includes any information concerning the reputation and privacy of past or current TELUS employees or the employees of its customers.
d) "Customer" means any Customer of the Services.
e) "Commission" means remuneration paid to the Channel Partner for new Service Agreements as specified in Schedule 1 hereof.
f) "Completed Order(s)" means an order for Services for a Customer processed by the Channel Partner or by TELUS, when the customer has been referred by the Channel Partner which is accepted and installed by TELUS, and in the case



where TELUS provides the Customer with a Service by way of promotion or special offer, the Customer continues to subscribe for that Service after the promotional period.

- g) **“Contracted Monthly Revenue Growth”** or **“CMRG”** means the total additional monthly recurring charges paid to TELUS by all Customers for the Services that are above and beyond the charges paid for the Services in the immediately preceding month. If the Service Agreements were entered into on a month to month bases, the calculation of the CMRG will be calculated as if the monthly recurring charges are paid for a minimum of 12 months.
- h) **“Employee Purchase Plan”** or **“EPP”** means a TELUS Mobility service offered to a Customer’s employees/members and their families for personal use, at a specified discount relative to current rates.
- i) **“In-market TELUS rates”** means the rates listed on the TELUS website for TELUS Mobility services for personal use
- j) **“Intellectual Property”** means intellectual property rights TELUS may claim as owner, holder, author, registered user, licence holder or other type of user during the term of the Agreement, on the following intangible property:
 - acronyms, drawings, emblems, symbols, pictograms, slogans, signs, plaques, forms, software or other work protected by the *Copyright Act* and used by TELUS as part of its activities;
 - trademarks, as defined in the *Trademarks Act*, whether registered or not, used by TELUS in connection with the products and services it sells;
 - trade secrets and know-how used by TELUS to design, produce and market its products and services.
- k) **“Referral”** means a business opportunity submitted by the Channel Partner to TELUS in accordance with the TELUS designated process, which may be either rejected or approved by TELUS (“Approved Referral”).
- l) **“Referral Services”** means Channel Partner services described in Section 2.1, Section 4 and elsewhere in this Agreement.
- m) **“Service Agreement”** means the agreement for the Services entered into pursuant to the Approved Referral and executed by the Customer’s duly authorized representative and countersigned by TELUS’ authorized representative. It is understood that the Channel Partner, its directors, officers, employees, representatives or subcontractors are not TELUS’ authorized personnel.
- n) **“Services”** means TELUS products and Services described in Schedule 1.
- o) **“TELUS Competitor”** means a provider of telecommunications services, a carrier, reseller or re-biller of local, long distance or Internet services, other than TELUS or one of its affiliates, *inter alia*.
- p) **“Territory”** means the geographic region in which the Channel Partner is authorized to sell TELUS products and services.

2. APPOINTMENT OF CHANNEL PARTNER

- 2.1 **Appointment of Channel Partner** – Under this Agreement, TELUS wishes to retain the services of the Channel Partner to promote the Services to, refer, solicit and obtain subscriptions from, the Customers in accordance with the provisions hereof. The Channel Partner acknowledges that TELUS reserves the right to modify Schedule 1 at its discretion.
- 2.2 **Non-Exclusivity** – The Channel Partner will be appointed on a non-exclusive basis. The Channel Partner acknowledges that TELUS is currently selling Services through its direct distribution network, including through its sales and marketing staff, and that its direct distribution network may change from time to time. TELUS reserves the right to appoint other Channel Partners in any region and at any time.

3. COMMISSION

- 3.1 TELUS shall pay the Channel Partner a Commission for promoting and soliciting the Services and performing other Referral Services and obligations stipulated in this Agreement, the whole in accordance with the provisions of Schedule 1, as amended from time to time by TELUS in its sole discretion. The Channel Partner acknowledges that the Commission is the only remuneration it will receive from TELUS and that any changes to Schedule 1 shall apply to new Service Agreements entered into henceforth pursuant to the Referrals obtained by the Channel Partner. The Channel Partner agrees that if it wishes to challenge a Commission paid, it must send a written notice within six (6) months of



payment of such Commission, failing which the Channel Partner shall be deemed to have accepted the Commission and waived its right to challenge it.

4. CHANNEL PARTNER'S OBLIGATIONS

4.1 During the term of this Agreement, the Channel Partner agrees to:

- (a) devote its commercially reasonable efforts to diligently market and promote the sale or referral of the Services;
- (b) comply with such training requirements as TELUS may from time to time specify in writing;
- (c) employ sufficient competent and qualified personnel with adequate training to carry out its obligations under this Agreement;
- (d) designate a representative who will act as a single point of contact with TELUS in respect of all matters relating to this Agreement;
- (e) promptly advise TELUS of any Customer complaints relating to the Services;
- (f) assist TELUS in obtaining execution of Service Agreements by the Customer, as required and directed by TELUS;
- (g) will quote only such prices and terms and conditions (as established by TELUS from time to time in its sole discretion) in respect of the Services as TELUS has in its standardized price list or the non-standardized prices communicated to the Channel Partner in writing;
- (h) participate in periodic TELUS customer satisfaction audits;
- (i) carry on business in a professional and ethical manner including making best efforts at all times to give prompt, courteous, and efficient service to the Customer and will be governed in all dealings with such Customers by the highest standards of honesty, integrity and fair dealing accepted in the telecommunications industry;
- (j) comply with the terms of this Agreement and all applicable Schedules.

4.2 The Channel Partner acknowledges and agrees that it will not:

- (a) directly or indirectly make any representation, warranty or guarantee concerning the Services, including, without limiting the generality of the foregoing, the compatibility or suitability of the Services, except as issued in writing by TELUS;
- (b) offer or permit any form of discount or rebate in respect of the Services to a Customer of the Services without prior written consent from TELUS;
- (c) take any action, which could reasonably be foreseen to cause a material adverse effect upon the goodwill of TELUS and/or the Services;
- (d) make any changes to the forms, contracts, Service Agreements, marketing material or other documentation provided by TELUS without the prior written consent of TELUS; or
- (e) export, promote, market or offer the Services outside of the Territory.

5. TELUS' OBLIGATIONS

5.1 TELUS acknowledges and agrees that it will:

- (a) compensate the Channel Partner in accordance with Schedule 1;
- (b) provide the Channel Partner with marketing and other required information to allow the Channel Partner to market and sell the Services;
- (c) provide the Channel Partner with training with respect to the Services for a mutually acceptable number of the Channel Partner's employees;
- (d) assign an individual who will act as Channel Manager for inquiries from the Channel Partner's designated representative with respect to this Agreement;
- (e) provide such assistance in the marketing of the Services as TELUS may from time to time determine; and
- (f) provide the Channel Partner with TELUS forms and Service Agreements as required.

6. ENGAGEMENT PROCESS

6.1 The Channel Partner will market and sell or refer to TELUS the Services to its existing customer base, as well as to new customers it acquires through its own independent sales and marketing activities. TELUS will provide the Channel Partner with information about the features and functionality, availability, pricing, and other information as required to allow the Channel Partner to market and sell or refer TELUS Services. This information will be provided through online portals, by email, through live chat, and over the phone, as determined by TELUS in its sole discretion from time to time. Once the Channel Partner obtains the Customer's agreement to purchase one or more Services, TELUS will provide the Service Agreement to the Channel Partner,



who will have the Customer complete and sign the Service Agreement and will then return the executed Service Agreement to TELUS. TELUS will coordinate the implementation of the Services with the Channel Partner. Once the Services are installed, the Channel Partner will engage with TELUS for additional support as required, through standard TELUS customer support processes. TELUS will bill the Customer directly, and the Customer will pay TELUS, for the Services.

6.2 Channel Conflict Resolution - In order to avoid instances cases where TELUS and a Channel Partner attempt to sell Services to the same Customer at the same time where both parties have a business relationship with such Customer, the parties agree that the party that first registers a sales opportunity with such Customer will have the exclusive right to attempt to sell the Services to such Customer for a period of 90 days, provided that it actively pursues such sales opportunity. The process for registering a sales opportunity, verifying the timing of such registration and determining that a party is actively pursuing a sale shall be defined and maintained by TELUS in its sole discretion.

7. **TERM**

7.1 The Agreement shall commence on the date hereof and remain in effect for an initial term of one (1) year and, unless one Party gives notice to the other, shall be automatically renewed for additional terms of one (1) year (the “Term”), save for the Schedules, which may be amended by TELUS from time to time. Over the Term, either Party may terminate the Agreement on sixty (60) days’ written notice.

7.2 If TELUS fails to perform any of its material obligations under this Agreement and if such default is not remedied within thirty (30) days of being notified in writing, the Channel Partner may immediately terminate this Agreement by providing TELUS with a notice to this effect. If the Channel Partner fails to perform any Referral Services or any other material obligations under this Agreement and if such default is not remedied within thirty (30) days of being notified in writing, TELUS may immediately terminate this Agreement, by providing the Channel Partner with a notice to this effect.

7.3 TELUS may immediately terminate this Agreement without notice in the event of any of the following:

- a) the Channel Partner fails to comply with sections 10, 11 or 13 or fails to perform its obligations Referral Services or any other material obligations under this Agreement;
- b) a judgment against the Channel Partner, a shareholder, a director or a subcontractor of the Channel Partner rendered by any competent court for any crime or statute violation if, in TELUS’ view, such a conviction may adversely affect the Channel Partner’s business or harm the reputation or diminish the goodwill of TELUS;
- c) the Channel Partner commits fraudulent or improper acts or participates in or acquiesces to such acts as part of its duties described herein, including, submitting a false or misleading claim to TELUS with a view to obtaining a commission, refund, credit, discount, rebate, royalty or any other form of payment from TELUS;
- d) any practice or behaviour by the Channel Partner, its officers, directors, employees or subcontractors, including repeated Customer complaints concerning the Channel Partner, which in TELUS’ view is damaging its reputation;
- e) an assignment of property by the Channel Partner to its creditors, any action brought against the Channel Partner under the *Bankruptcy and Insolvency Act* or a declaratory judgment of bankruptcy against the Channel Partner following the filing of bankruptcy proceedings; the temporary or permanent appointment by any competent court of a receiver, trustee or officer of the court with similar powers in respect of the Channel Partner or the Channel Partner’s business as of the date said receiver, trustee or officer of the court is appointed; any requisition, seizure, privilege or guarantee registered against the Channel Partner or a material part of its assets not listed by payment or surety within sixty (60) days of the registration of said requisition, seizure, privilege or guarantee; any general assignment made by the Channel Partner in favour of its creditors;
- f) the Channel Partner’s reputation or financial situation deteriorates following signature of this Agreement or TELUS identifies any material fact in existence prior to or upon signature of this Agreement that is sullyng the reputation or damaging the financial situation of the Channel Partner or its ability to make timely payments of any amount or debt owing to TELUS;
- g) control of the Channel Partner changes without the prior written consent of TELUS;
- h) the Channel Partner assigns, undertakes to assign or seeks to assign this Agreement without the prior written consent of TELUS; and
- i) Dissolution or liquidation of the Channel Partner.

7.4 **Commissions earned before termination or expiration** – The Channel Partner shall not be entitled to a Commission upon termination or expiration of this Agreement, as it will no longer be rendering Referral Services to TELUS and TELUS shall not be liable for paying any remuneration, damages, expenses or costs whatsoever to the Channel Partner or any Commission that would have been payable had this Agreement not come to an end, except for the Commission related to the Service Agreements duly signed prior to the termination or expiration date of this Agreement.

7.5 **Obligations upon termination or expiration**

Unless otherwise instructed in writing by TELUS, upon termination or expiration of this Agreement, the Channel Partner shall cease the Referral Services, and, in particular, the Channel Partner shall immediately:

- a) cease presenting itself to the public and Customers in any manner whatsoever as Channel Partner and shall cease promoting the Services;
- b) return, at its expense, all the products, signs, advertising material, stationery, displays and other documents or material belonging to TELUS or on which TELUS' Intellectual Property appears;
- c) return, without keeping any copies thereof, all Customer lists and books provided by TELUS, records or other information provided to the Channel Partner or developed or maintained by the Channel Partner in respect of Customers;
- d) cease using TELUS' Intellectual Property and not adopt or use similar works, names, marks or domain names that in TELUS' view may be confused with TELUS' Intellectual Property and any other element pertaining to TELUS' corporate image; and
- e) take the necessary steps to end any form of association between its telephone numbers and those of TELUS.

8. **LIABILITY**

8.1 Notwithstanding any recourse that may be exercised by TELUS against the Channel Partner for failing to perform its contractual obligations, the Channel Partner shall be liable and shall indemnify TELUS for damages (including any reasonable legal costs) arising from any third party claim in connection with any fault committed by the Channel Partner, its directors, officers and employees in the performance of this Agreement.

9. **LIMITATION OF LIABILITY**

9.1 Except for the damages arising out of Channel Partner's breach of confidentiality, privacy, Intellectual Property and damage to TELUS reputation, the sole and exclusive liability of a Party in respect of a default under this Agreement shall be the award of proven, immediate, direct and foreseeable damages.

9.2 The total aggregate liability of TELUS toward the Channel Partner for any and all claims of any nature whatsoever relating to or arising out of this Agreement, whether contractual, extra-contractual or otherwise, shall not exceed the total commissions paid to the Channel Partner during the twelve-month period immediately preceding the event giving rise to a claim. The existence of more than one claim relating to a default by TELUS under this Agreement shall not expand TELUS' limitation of liability.

9.3 In addition, TELUS shall not, under any circumstances, be liable for i) any damages for loss of or failure to realize profits, business, revenue or expected savings; and ii) any punitive, exemplary, accessory, incidental, special or indirect damages, even if TELUS could reasonably foresee or has been advised of the possibility of such damages.

10. INTELLECTUAL PROPERTY

- 10.1 **No contest** – The Channel Partner agrees during the term of the Agreement and as long as applicable legislation confers on TELUS exclusive rights to its Intellectual Property not to contest, directly or indirectly, nor help contest the validity of TELUS' rights to such Intellectual Property.
- 10.2 **Use of Intellectual Property** – Any Intellectual Property used by the Channel Partner to market, advertise, promote or otherwise offer the Services shall conform to the technical specifications provided from time to time by TELUS and subject to TELUS' prior written approval. The Channel Partner shall not be entitled to use the Intellectual Property in any manner or for any reason whatsoever, under its company name or the name under which it conducts its operations, except in a manner approved in writing by TELUS, and the Channel Partner shall not use the Intellectual Property in any manner that may directly or indirectly diminish its goodwill value. The Channel Partner shall ensure that its employees, subcontractors and representatives retained for the performance of Channel Partner's obligations under this Agreement comply with this section as though they were parties to this Agreement.
- 10.3 **Protection of Intellectual Property** – The Channel Partner agrees, during the term of the Agreement and thereafter, not to contest or question the validity, enforceability or ownership of the Intellectual Property nor to adversely affect its validity, enforceability or ownership and to immediately inform TELUS of any attempt by any unauthorized person to use the Intellectual Property. The Channel Partner shall fully cooperate with TELUS in respect of any suit, action or proceeding concerning TELUS' Intellectual Property.
- 10.4 **Recourse in case of violation** – The Channel Partner agrees that TELUS is entitled to seek interlocutory or permanent injunctions, specific performance and other forms of equitable relief in addition to any other recourse available under this Agreement.

11. RELATIONSHIP OF THE PARTIES

- 11.1 The Parties hereto do not wish the Agreement or relationship pursuant hereto to be construed as constituting any joint venture, partnership, mandate or employment relationship whatsoever between them. The Channel Partner is deemed to be an independent contractor in the performance of its obligations under this Agreement and shall not bind TELUS following action taken in the performance of the Referral Services, including the sale of the Services and entering into Service Agreement.

12. CONFIDENTIALITY

- 12.1 The Channel Partner acknowledges that information received to date, including this Agreement, and information it will receive in the future relating directly or indirectly to this Agreement is confidential and constitutes TELUS' proprietary secrets.
- 12.2 The Channel Partner expressly and formally agrees to use the information it has or will receive in the aforementioned context solely for the purposes of the Agreement and to respect the confidentiality of such information throughout the Term of the Agreement and in perpetuity following its termination or expiration, for any reason whatsoever.
- 12.3 The Channel Partner further agrees not to disclose to any person other than TELUS for any reason whatsoever: i) any information concerning the Agreement or TELUS, any other TELUS Channel Partner or supplier; ii) any price list; iii) any trade secret, market study or accounting information; iv) the names and addresses of TELUS employees and v) any information concerning Customers, including any personal information the Channel Partner may collect under this Agreement; unless TELUS expressly agrees to the disclosure or the Channel Partner is required to disclose such information by law, regulation or court order or by order of any other regulatory body of competent jurisdiction, provided notice is sent to TELUS by the Channel Partner prior to the disclosure or before the information becomes public without the Channel Partner violating its confidentiality obligations. The Channel Partner agrees that its directors, officers and employees shall be bound by the obligations set out herein.
- 12.4 On termination of the Agreement for any reason whatsoever, the Channel Partner agrees to return to TELUS the originals and copies of all documents, attachments, price lists, samples, operating manuals, Customer lists, supplier lists, distributor lists, Channel Partners lists, list of competitors, market studies and any other non-accounting documents concerning the Agreement and not to keep any copies thereof.

13. REPRESENTATIONS AND WARRANTIES

13.1 In addition to its other representations and warranties set out in this Agreement, the Channel Partner represents and warrants the following to TELUS:

- a) The Channel Partner has the authority to enter into this Agreement. The execution and performance of this Agreement have been duly authorized and do not violate the Channel Partner's articles of incorporation or bylaws. This Agreement constitutes a valid and enforceable obligation of the Channel Partner and is applicable in accordance with its terms and conditions;
- b) the execution and performance of this Agreement by the Channel Partner is not in violation of any agreement to which the Channel Partner is a party;
- c) all Channel Partner's business activities relating to the Services, once in progress and throughout the Term of this Agreement, shall be substantially in conformity with all applicable federal and provincial legislation and applicable municipal bylaws. The Channel Partner shall take all reasonable, necessary measures in respect of notices, summons and other communications from any federal, provincial or municipal agency in respect of any alleged violation by the Channel Partner of a federal or provincial law or regulation or municipal bylaw relating to the Services;
- d) the Channel Partner holds all the appropriate licenses, certifications and approvals from the various levels of government and federal, provincial and municipal regulatory agencies required to perform its activities in respect of the Services;
- e) the Channel Partner shall not make any representations or warranties (written or verbal) on behalf of TELUS or its affiliates to another party; and

14. GENERAL PROVISIONS

14.1 **Titles** – The titles of sections or subsections herein are provided for ease of reference only and shall not affect the interpretation of this Agreement.

14.2 **Schedules** – The list of appended schedules hereunder are incorporated by reference and form an integral part of this Agreement:

Schedule 1 – Services & Commission

14.3 **Amendment of Agreement or its Schedules** – By way of a written notice of fifteen (15) business days to the Channel Partner, TELUS may unilaterally amend this Agreement including Schedule 1.



14.4 **Notice** – Any notice, waiver or other document or communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be deemed to be validly given if delivered in person (including by messenger) or sent by facsimile to such Party at the following address:

To TELUS:

David Dorey
Sales Director, TELUS BUSINESS SOLUTIONS

with a copy to:

TELUS Legal Services
 630, boul. René-Lévesque Ouest, 13^e étage
 Montréal (Québec) H3B 1S6
 Fax No.: (514) 788-7089

To the Channel Partner:

Company Name: _____
 Address: _____

 Attention: _____
 Telephone No.: () _____ - _____

Any notice delivered or sent by facsimile in the aforementioned manner shall be deemed to have been given or made on the date of its delivery or transmission by facsimile, as the case may be. A Party may, at any time, notify the other Party in writing of a change of address, which change shall be deemed, as of the date on which it is given, as the address to which the notices to such Party shall be sent pursuant hereto.

14.5 **Entire agreement** – The Agreement, including its schedules, constitute the entire agreement between the Parties and replace all prior contracts, agreements, negotiations, communications and discussions (written or verbal) relating to the object hereof. Unless otherwise indicated in this Agreement, no Party shall make any representations, warranties or covenants, or enter into any agreements or accessory agreements, establish regulatory or other conditions, written or oral, express or implied, in respect of or with the other Party.

14.6 **Applicability and assignment** – This Agreement shall inure to the benefit of and be binding on the contracting Parties and their heirs, successors and assigns.

- a) Neither this Agreement, nor the rights and obligations of the Parties pursuant hereto shall be assigned by the Channel Partner without the express written consent of TELUS. Any assignment request by the Channel Partner shall be accompanied by detailed conditions in respect of the contemplated assignment (including copies of relevant draft agreements), as well as financial information in respect of the assignee in question and, if applicable, its shareholders or partners, at TELUS' request. Subject to subsection 6.3, the Agreement shall be deemed to be assigned by the Channel Partner in the event of change of control, being understood that control means the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity. Upon authorized assignment of the Channel Partner's shares, a change in control or the sale of all or substantially all of its assets, the Channel Partner agrees to obtain from the assignee (and if a legal person, its shareholder or directors), a covenant in favour of TELUS to respect all the conditions of this Agreement.
- b) The Agreement may be sub-licensed, granted, transferred or assigned by TELUS in whole or in part by way of a notice to the Channel Partner and provided that the sub-license holder, transferee or assignee is an affiliated company of TELUS, failing which TELUS may grant a sub-license or transfer or assign this Agreement in whole



or in part by way of a notice to the Channel Partner and its consent, which consent shall not be unreasonably withheld.

- 14.7 **Governing law** – This Agreement shall be interpreted and performed in accordance with the laws of Canada and applicable laws in the province where the Services are delivered, without regard to conflict of law principles, and the Parties hereto irrevocably acknowledge the exclusive jurisdiction of the courts of such province to resolve any dispute or issue arising from this Agreement.
- 14.8 **Survival of obligations** – In addition to this subsection, the provisions of this Agreement that by their nature are intended to apply after termination of this Agreement shall apply subsequent to its termination.
- 14.9 **Interpretation** – In the context hereof, the singular includes the plural and the masculine includes the feminine and vice versa. The provisions of this Agreement shall prevail over any incompatible provisions in the Schedules.
- 14.10 **Severability** – It is understood between the Parties that the provisions of this Agreement are deemed to apply independently of each other. If a provision of this Agreement is, in any manner whatsoever, deemed invalid, null or unenforceable, the other provisions shall remain in full force and effect.
- 14.11 **Currency** – All dollar amounts in this Agreement are expressed in Canadian dollars, unless otherwise indicated.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

TELUS COMMUNICATIONS COMPANY

[Channel Partner]

Per: _____

Signature: _____

Name: David Dorey

Name: _____

Title: Sales Director

Title: _____

Date: _____

Date: _____



SCHEDULE 1

Products and Services List and Flat Rate Commissions 2019 – Reserved Clients

TELUS Indirect Channel Program Summary:

- Allows selected companies to refer sales opportunities to TELUS and receive a fee.
- Referrals will be submitted through an online portal, which will be distributed to a TELUS Sales team member. A TELUS sales representative will work this lead from start to finish.
- Partners will be paid a one-time fee based on the monthly revenue amount signed and total contract length. They will also receive a fee upon the contracts first renewal. Refer to Table below.

Indirect Channel Partner Roles & Responsibilities:

- a) The Channel Partner's role is to refer new sales opportunities to TELUS, in exchange for compensation when the opportunity is closed by TELUS. The Channel Partner will help TELUS in one or more ways such as:
 - (i) Complete Channel Program Application form
 - (ii) For each referral, complete the Deal Registration web page, and provide additional pertinent notes or information to the assigned TELUS sales rep. Deal Registration lasts for 90 days. Partner may be asked to re-submit if the sales cycle lasts longer than 90 days.
 - (iii) <https://pages.connect.telus.com/itreferral>
- b) Only refer to TELUS customers that:
 - (i) Do not buy from TELUS today, or
 - (ii) Do not buy a specific line of business from TELUS today i.e. A clients cell phone plan is already with TELUS (therefore not applicable) however their company internet or security solution is not with TELUS and currently resides with a TELUS competitor
- c) If a Channel Partner refers the above type of customer, the deal will be approved, unless:
 - (i) The TELUS direct sales representative has an existing sales opportunity within the non-buying account, previously indicated in our CRM
 - (ii) The TELUS direct sales representative has an existing sales opportunity within the buying account in the same line of business, in our CRM
 - (iii) Another associates partner or dealer partner already registered the same opportunity
- d) Positively promote the TELUS brand in the marketplace



- Flat Rate Commissions. The Table below determines the Flat Rate Commissions applicable according to products and services offered by TELUS:

Product Family	Product	Contract Term		
		1 year	2 years	3+ years
Network & Internet	Internet (DSL, Fibre, Etc.) Managed Business Internet NaaS MPLS	100%	200%	300%
Voice & Unified Communication	Local & LD Web conferencing Business Connect TC2/TC3 PRI / SIP			
Security	MPaaS Managed Security			
IoT	GeoTrac/Fleet Complete Other (Not SIM Cards)			
OPTIK TV	BTV/Secure Business	100%		
First Renewal	Any service above	50%	100%	150%
Product Family	Product	Rate		
Wireless	Mobility - Rack Rate	\$100 per New Activation		
	Mobility - Rack Rate	\$50 per First Renewal		
	Mobility - Custom Rate	\$50 per New Activation		
	Mobility - Custom Rate	\$25 per First Renewal		
	Mobility - EPP	\$50 per New Activation		
	Mobility - EPP	\$25 per First Renewal		
Consulting Services (one time)	i.e. Security Assessments PCI-DSS Consulting IoT Other	4% of Revenue		
Month to Month (non-contract)	i.e. Business Connect	100%		

- Sales Accelerators

- 2.1 On-Net Fibre - As a key growth driver for TELUS Business, sales of TELUS fibre on-net will be bonused at an additional 50% compensation within the provinces of Quebec, Alberta, and British Columbia.

The following table provides an example of the calculation for this bonus accelerator

Example: On-Net Fibre Sale	Fibre Comp	Non-Fibre
CMRg sale of \$1,000.00 X 36 month term	\$ 3,000.00	\$ 3,000.00
Fibre 50% on-net Bonus	\$ 1,500.00	\$ -
Total Compensation	\$ 4,500.00	\$ 3,000.00



2.2 Accelerator Rebate and Marketing Development Funds (MDF) will be applied at year-end for Channel Partners as they surpass sales and commission thresholds. The accelerator rebate will be paid out in the first quarter of the following calendar year. The MDF funds must be applied for not later than 11 months after the end of the calendar year, through the program manager and receive approval. The bonus structure is describe in the table below:

Commission Level Distinction	Commission (CAD)	Accelerator Rebate	MDF Fund
Green	Less than 50,000.00	0%	0%
Bronze	50,000.01 - 99,999.99	2%	1%
Silver	100,000.00 - 149,999.99	3%	1%
Gold	150,000.00 - 199,999.99	4%	1.5%
Elite	200,000.00 and up	5%	1.5%

3. For Mobility SIM Cards (typically used for IoT solutions, data only) the payouts will be as follows:
 1. With a month to month contract, a 50 cent commission will be paid for every 1GB of data purchased.
 - a. For example, if 1000 SIM cards are purchased and activated, the payout would be \$500 (\$0.50 x 1000).
 2. With a 2 year contract or more, a \$1 commission will be paid for every 1GB of data purchased.
 - a. For example, if 100 SIM cards are purchased and activated, each SIM card is \$10 per month, on a 2 year term, the payout would be \$1000 (10GB x \$1.00 x 100 SIMs).

4. The Flat Rate Commission percentage for cloud services applies to the Customer consumption engagement, as specified in the contract. An adjustment will be carried out every 6 months during the Customer engagement period, to validate if the consumption exceeds the Customer engagement. If appropriate, TELUS will pay a commission for the difference between the actual consumption and the consumption specified in the contract according to the chart on point 16, below.

5. The Flat Rate Commission percentage for long-distance Services applies on the Customer's future usage commitment, as specified in the Contract, which must be accompanied by a copy of the Customer's last three invoices from his previous long-distance services provider. The Flat Rate Commission is calculated as follows:

Annual usage in minutes as specified in the contract, divided by 12 months	X	TELUS per-minute rate	X	The appropriate % from the On Net Flat Rate Commission box, depending on the term of the agreement signed by the Customer	= Flat Rate Commission
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6. When expressed as a percentage, the Flat Rate Commission applies to the Customer's monthly commitment and does not include any one time payment (non-recurring) made by Customers for fees such as installation or service.
7. The payment of Flat Rate Commissions and Residuals is based on TELUS's acceptance of the Subscription in accordance with the Contract conditions. The Flat Rate Commissions and Residuals are subject to claw backs by TELUS, as stipulated in section 9 of this Schedule.
8. The sold Services consist of the monthly amount billed by TELUS and do not include any one-time payments (non recurring) made by Customers for installation or service charges.
9. In the event of a customer's early termination or cancellation of a service, Flat Rate Commissions are subject to the following claw backs by TELUS:
 - (i) Within six (6) months of the start of the Agreement, all Flat Rate Commissions will be clawed back; and
 - (ii) Within six (6) to twelve (12) months of the start of the Agreement, half of the Flat Rate Commissions will be clawed back.



(iii) In addition, TELUS will offset such amounts if the Customer declares bankruptcy or is insolvent or if the Customer's Agreement is terminated or expired or if the Customer fails to pay any amount billed by TELUS for the Services covered by the Contract.

10. The Flat Rate Commission on contract renewals applies to existing Services for when the term ends in 3 months or less. If the Channel Partner adds new Services to the contract with the Customer in addition to the renewed ones, the Channel Partner will be able to obtain the normal Flat Rate Commission applicable to those services (not the one applicable to contract renewals), provided that the total monthly value of the new Contract is greater than the total monthly payments of the existing Services. For example, if the existing Customer Services have a total monthly payments of \$100 based on an original 36 month contract and the Channel Partner renews the existing Services for a value of \$80 and adds \$50 of new Services (i.e. security) for a period of 36 months, the Channel Partner will be entitled to a Flat Rate Commission of 150% on the first \$100 and a Flat Rate Commission of 300% on the \$30 net added monthly payments.

11. TELUS shall not be obligated, in any manner whatsoever, to accept orders from a new Customer who generates less than one hundred dollars (\$100) per month in recurring revenue for voice, long-distance and Internet services.

12. For the following cases, the Flat Rate Commissions and Residuals shall be negotiated and approved in advance by TELUS management, and no commission shall be payable to the Channel Partner without such approval:

- (i) For any Subscription having a total monthly payments of more than fifteen thousand dollars (\$15,000) (plus taxes)
- (ii) For any sale of more than one million dollars (\$1,000,000) (plus taxes)
- (iii) Other Large opportunities that are priced by the TELUS Proposal House

13. The Channel Partner shall use the TELUS contracts and forms without making any changes thereto, failing which the order will be rejected.

14. If the business relationship between TELUS and the Channel Partner comes to an end, TELUS reserves the right to withhold the last Flat Rate Commission or Residual cheque for 90 days, in order to perform a full reconciliation.

15. The payment by TELUS to the Channel Partner of the Flat Rate Commission will occur in not less than 60 days following the signature and acceptance by TELUS of the contract with the Customer.

16. When a Service is added to an existing contract, the Flat Rate Commission will be based on the remainder of the contract term.

17. The following scale is used when a Service is added to an existing contract:

Months remaining on contract	Payment based on term
30 months or more	36 months
18 to 29 months	24 months
6 to 17 months	12 months
Less than 5 months	monthly

18. Wireless Sales: A minimum of 5 lines to a company of 20 employees or more is required to qualify for the program payout. The end user monthly bill total must be a minimum of \$50 per month, before taxes. If it is below \$50, a reduced payment will still be given. A new activation is transferring an existing mobile number or creating a new mobile number active on the TELUS network. It requires configuration on the network side, for the network to recognize that specific phone as belonging to that new customer. Wireless First Renewal refers to payment when that mobile number renews for another term with TELUS. TELUS will not payout a referral fee on the renewal of an existing clients TELUS bill.

- a) Rack Rate: This is a common market aggressive rate sheet by TELUS, and can change monthly or quarterly. Typically used for clients with 50 mobility lines or less.
- b) Custom Rate: When TELUS is in a competitive situation, typically 50 lines or more, and custom rates and/or data plans are needed, special pricing may be needed, therefore lower margins for TELUS.

19. An Associate Partner can only refer themselves and get paid commission on their own bill, once they have referred four end user customers to signed contracts. If they refer themselves before TELUS has signed four contracts, then



they will still be eligible to get paid on their own internal referral, but only after the fourth end user customer contract has been signed.

20. First Renewal Payment: As per the attached table, TELUS will pay a referral fee when a customer that was initially referred under this program renews its contract with TELUS again for the first time. Only referrals that received an initial fee will be eligible for a first renewal fee.
21. No commission cheques of less than \$100 will be issued. Such payments are carried over to the next month.

From: Chuck Healy <Chuck.Healy@telus.com>
Sent: February 5, 2021 03:08 PM
To: paulmains@icloud.com
Cc: Kari Reynolds <Kari.Reynolds@telus.com>
Subject: TELUS Partner Program

This is Exhibit " 3 " referred to in
the affidavit of Paul Mains
sworn before me in Charlottetown PE
on the 9 day of February 2026
Andrea MacInnis
A Commissioner for Affidavits
Supreme Court of PEI

Hi Paul,

My colleague Kari let me know you are interested in our partner program. Great to hear!
Its super lucrative if you put a bit of time into it uncovering leads for TELUS Solutions. And you
can put leads in for anywhere in the country.

Its super lucrative if you put a bit of time into it uncovering leads for TELUS Solutions. And you
can put leads in for anywhere in the country.

You can start with four solutions:

1. Mobility
2. Cloud phone service (Business Connect)
3. Cyber Security
4. Fleet tracking (IoT) Internet of Things

Our program pays up to \$150 per cell phone and for all other services it pays 3x the monthly
recurring revenue. For example if a monthly recurring revenue is \$3000, you would get paid
\$9000. You also get paid 3 years later upon renewal at 50%.

You would register any referrals in this portal <https://pages.connect.telus.com/itreferral> . Takes a
minute or so to fill out. Then your work is done.

Attached is the agreement. Just sign and send back. There is no commitment. You can put as
much effort into it as you like.

I can set up a call to answer any questions as well. Please let me know.

Regards,

Chuck Healy
Senior Channel Manager
Atlantic Canada
506.645.9848

TELUS Partner Referral Link : [Refer a lead, click here!](#)

TELUS | the future is friendly® | le futur est simple®

TELUS Community Grants – Apply Here <https://community.telus.com/get-funding/community-grants/>

From: Kari Reynolds <Kari.Reynolds@telus.com>
Date: March 9, 2021 at 4:33:00 PM AST
To: paulmains@icloud.com
Subject: FW: TELUS Partner Program

Hi Paul,
Just resending.
Looking forward to connecting on leads.
Thanks again,
Kari

Kari Reynolds
Account Manager, TELUS Business Solutions Atlantic

T 902.200.1292 | M 902.786.9979

[telus.com](#) [Facebook](#) [Twitter](#) [Instagram](#) [YouTube](#) [LinkedIn](#)

This email, including any attachments, is for the sole use of the intended recipient and may contain confidential information. If you are not the intended recipient, please notify us immediately and destroy this email and any copies.

Keeping our customers and team members safe, informed and connected is our top priority. To learn more about how we're supporting our communities during COVID-19, visit telus.com/COVID19
#StayStrongStayConnected

From: Chuck Healy <Chuck.Healy@telus.com>
Sent: February 5, 2021 03:08 PM
To: paulmains@icloud.com
Cc: Kari Reynolds <Kari.Reynolds@telus.com>
Subject: TELUS Partner Program

Hi Paul,

My colleague Kari let me know you are interested in our partner program. Great to hear!
Its super lucrative if you put a bit of time into it uncovering leads for TELUS Solutions. And you can put leads in for anywhere in the country.

Its super lucrative if you put a bit of time into it uncovering leads for TELUS Solutions. And you can put leads in for anywhere in the country.

You can start with four solutions:

This is Exhibit "4" referred to in
the affidavit of Paul Maines
sworn before me in Charlottetown PEI
on the 9 day of February 20 26
Andrea Martinis
A Commissioner for Affidavits
Supreme Court of PEI

1. Mobility
2. Cloud phone service (Business Connect)
3. Cyber Security
4. Fleet tracking (IoT) Internet of Things

Our program pays up to \$150 per cell phone and for all other services it pays 3x the monthly recurring revenue. For example if a monthly recurring revenue is \$3000, you would get paid \$9000. You also get paid 3 years later upon renewal at 50%.

You would register any referrals in this portal <https://pages.connect.telus.com/itreferral> . Takes a minute or so to fill out. Then your work is done.

Attached is the agreement. Just sign and send back. There is no commitment. You can put as much effort into it as you like.

I can set up a call to answer any questions as well. Please let me know.

Regards,

Chuck Healy
Senior Channel Manager
Atlantic Canada
506.645.9848

TELUS Partner Referral Link : [Refer a lead, click here!](#)

TELUS | the future is friendly® | le futur est simple®

TELUS Community Grants – Apply Here <https://community.telus.com/get-funding/community-grants/>

This is Exhibit "5" referred to in the affidavit of Paul Manes sworn before me in Charlottetown PEI on the 9 day of February 2021
Candice Macdonald
A Commissioner for Affidavits
Supreme Court of PEI

TELUS Health selected as the provincial Electronic Medical Record provider

February 19, 2021

Share this page

Prince Edward Island is one step closer to implementing a province-wide Electronic Medical Record solution (EMR).

The province has selected TELUS Health as the EMR provider for PEI to give health care providers a powerful new tool to help manage how they care for their patients. An EMR allows for safe and secure sharing of patient information between physician offices, hospitals, laboratories, and pharmacies providing a comprehensive digital view of a patient's health history.

"By modernizing how we collect, share and use patient information in our physician and nurse practitioners' offices, we can transform how we provide care to Islanders. I am very pleased to see the provincial EMR solution move ahead and I look forward to seeing how it streamlines and enhances patient care in the province."

- Health and Wellness Minister Ernie Hudson

EMRs have become a standard tool used across the country and have been shown to reduce medical errors, improve communication between care providers and improve patient care in areas such as managing chronic diseases. EMRs also support modern care models giving patients more consultation options, such as virtual care.

"Having access to a province-wide electronic medical record solution will be of immense value to us as physicians and the patients we care for," said Dr. Kristy Newson, physician lead for the EMR project. "We're looking forward to partnering with Telus Health for this necessary evolution in how we deliver care. Not only is it an essential step to help modernize how we provide care, it is also a necessary recruitment tool as we know early career physicians expect to move to a digital practice."

"We are proud of the confidence the PEI government has expressed in our EMR solution to be used by physicians across the province," said Francois Gratton, EVP and Group President TELUS, and Chair TELUS Health. "This is a testament of the efforts we have made having spent the last decade building the digital backbone to allow for more efficient communication within the healthcare ecosystem. TELUS Health is committed to supporting physicians and the entire care team with the right technologies to help Canadians live happier, healthier lives."

The province has invested an initial \$8.4 million for the implementation of a single Island-wide EMR solution along with an additional investment from Canada Health Infoway.

"Canada Health Infoway is investing \$3 million to accelerate the use of electronic medical records and e-prescribing tools, such as PrescribeIT® by community-based clinicians in the province," said Michael Green, President and CEO, Infoway. "This is an important step in helping residents of Prince Edward Island experience better health outcomes now and into the future."

The province will provide community-based clinicians with more information in the coming weeks, with a plan to begin implementing the TELUS solution in physician offices this summer.

Media Contact

Samantha Hughes

Department of Health and Wellness

shughes@gov.pe.ca

Backgrounder

TELUS Health's continuous innovation enables more efficient communication between physicians, pharmacists, and other healthcare professionals outside of the clinic, ensuring the right information is delivered to the right people at the right time.

The EMR Program is being implemented by the Department of Health and Wellness in partnership with the Medical Society of PEI, Health PEI, and IT Shared Services.



Jeffery >

Wed, Aug 11, 12:48 PM

I'm printing it now will screenshot it and Kari and I will come deliver it before Cnote gets to you

haha. Cnote was a typo but it will stick
Thank you

Come for 4 and meet Cnote



This is Exhibit "6" referred to in
the affidavit of Paul Maines
sworn before me in Charlotte NC PEI
on the 9 day of February 2026
Candrea Maines
A Commissioner for Affidavits
Supreme Court of PEI



So

Her doing it as we speak

Haha

Nice

Cpu is in here so I had to get it that way

Printer

She looks like a hedge fund manager with all the screens :)



Allan Campbell

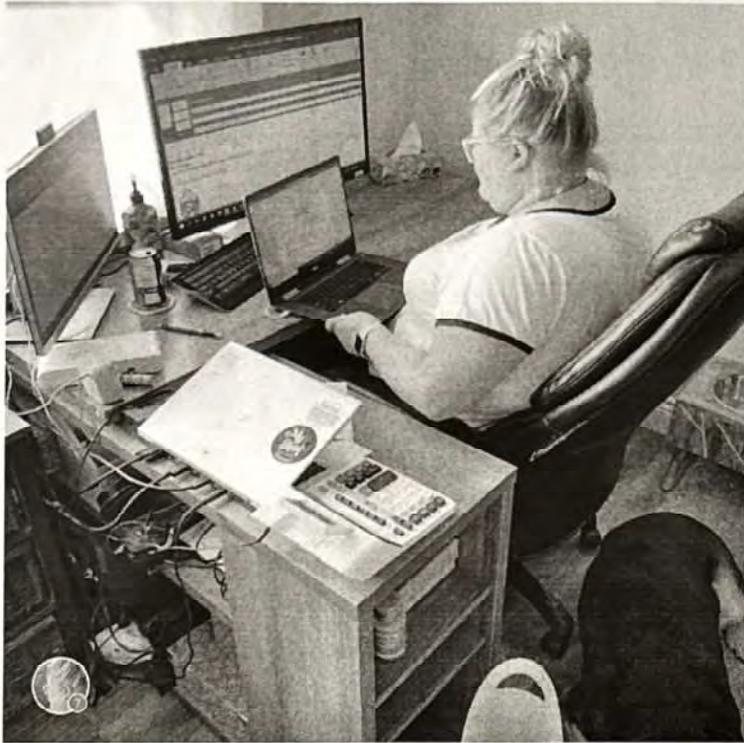
From: Allan Campbell
Sent: May 20th, 2021 10:25PM
To: rezwarrior_2000@hotmail.com; dennis@peipc.ca;
info@sunriseltd.ca; chris@policyintel.ca;
Subject: RE: Rustico/gamesys prep

Hey Everyone,

Let's meet at Sims then head out to Rustico to discuss gamesys proposal. Those who are going to golf on Monday, let me know today so I can confirm.

Allan Campbell
Provincial Director, Prince Edward Island
Atlantic Canada Aerospace & Defence Association
902-314-3946
Allan@ac-ada.ca
124 Sydney St. Suite 203
Charlottetown, PE
C1A 1G4

This is Exhibit " 7 " referred to in
the affidavit of Paul Maines
sworn before me in Charlottetown PEI
on the 9 day of February 2026
Concetta MacInnis
A Commissioner for Affidavits
Supreme Court of PEI



Add a Caption



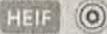
Jeffery Warren Reynolds
shared with you >



Wednesday • Aug 11, 2021 • 12:49 PM
IMG_8320

Adjust

Apple iPhone XR



Rear Camera — 26 mm f1.8
12 MP • 3024 x 4032 • 1.7 MB

ISO 100 | 26 mm | 0 ev | f1.8 | 1/67 s



This is Exhibit "8" referred to in
the affidavit of Paul Maines
sworn before me in Charlotte Harbor PEI
on the 9 day of February 2022
Andrea Martinis
A Commissioner for Affidavits
Supreme Court of PEI



Mark Rodd



AUG 11, 2021, 3:00 PM

Jeffery

Thanks for message mark got out of a meeting Thrn jumped in car with Kari ! Anyways we appreciate towards shoulder season of tourism! It's been a rough few days but glad that now there is a cherry 🍒 on top of a beautiful sundae for cmt! Ps I hope martie runs I got a solid infrastructure set up with best in business



This is Exhibit "9" referred to in
 the affidavit of Paul Maines
 sworn before me in Charlottetown PEI
 on the 9 day of February 2026
Andreia Maines
 A Commissioner for Affidavits
 Supreme Court of PEI

Supreme Court File No. S1-GS-30030

**SUPREME COUR OF PRINCE EDWARD ISLAND
(GENERAL SECTION)**

BETWEEN:

PAUL MAINES AND 7645686 CANADA INC.

Plaintiffs

AND

KARI REYNOLDS

Defendants

Re: STATEMENT OF DEFENCE (KARI REYNOLDS)

-
1. The Defendant Kari Reynolds denies the allegations in paragraphs 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, and 34 of the claim.
 2. The Defendant Kari Reynolds has no knowledge of communication in paragraph 19, and 23 of the claim.
 3. The Defendant denies statues pleaded in paragraph 33 of the statement of claim entitle the plaintiff to any relief of the defendant Kari Reynolds whatsoever. The Defendant therefore requests that the plaintiff's claim be denied with costs.
 4. A Motion for security of costs from the plaintiff will be sought from the court by defendant Kari Reynolds.

Dated this 13th day of October 2023.

This is Exhibit "10" referred to in
 the affidavit of Paul Maines
 sworn before me in Charlottetown PEI
 on the 9 day of February 2026
Andrea MacInnis
 A Commissioner for Affidavits
 Supreme Court of PEI

Kari Reynolds
 Kari Reynolds
 82 Holmes Lane, Charlottetown, PE
 C1C 0V4

**PRINCE EDWARD ISLAND
SUPREME COURT**

PROCEEDING COMMENCED AT
CHARLOTTETOWN

AFFIDAVIT OF PAUL MAINES

PHILLIPS BARRISTERS
PROFESSIONAL CORPORATION
2 – 252 Prince Street
Charlottetown, PE C4A 4S1

Andrew Kirk
andrew@phillipsbarristers.ca

Lawyers for the Plaintiffs (Moving Party)

TAB 3

**SUPREME COURT OF PRINCE EDWARD ISLAND
(GENERAL SECTION)**

THE HONOURABLE JUSTICE _____

February __, 2026

B E T W E E N:

PAUL MAINES and 7645686 CANADA INC.

Plaintiffs (Moving Party)

- and -

Kari Reynolds

Defendant (Respondent)

ORDER

THIS MOTION, made by the Plaintiffs (Moving Party) for an order granting summary judgment dismissing the Defendant’s Statement of Defence, judgment in favour of the Plaintiffs in accordance with the relief claimed in the Statement of Claim, costs of this motion and of the action, on a substantial indemnity basis, was heard this __ day of February, 2026, at Sir Louis Davies Law Courts, 42 Water Street, Charlottetown, Prince Edward Island.

ON READING the Affidavit of Paul Maines sworn February 4, 2026 and on hearing the submissions of counsel for the Plaintiffs (Moving Party), and on hearing the submissions of the Defendant (Respondent) appearing in person:

1. **THIS COURT ORDERS** that the material facts necessary to determine liability are either admitted, uncontroverted, or incapable of dispute on the evidentiary record.
2. **THIS COURT ORDERS** that the Plaintiffs (Moving Party) have met its burden of demonstrating that there is no genuine issue requiring a trial.
3. **THIS COURT ORDERS** that granting summary judgment is consistent with the objectives of proportionality, judicial economy, and the timely resolution of proceedings.

February __, 2026

(Signature of judge)

**PRINCE EDWARD ISLAND
SUPREME COURT**

PROCEEDING COMMENCED AT
CHARLOTTETOWN

ORDER

PHILLIPS BARRISTERS
PROFESSIONAL CORPORATION
2 – 252 Prince Street
Charlottetown, PE C4A 4S1

Andrew Kirk
andrew@phillipsbarristers.ca

Lawyers for the Plaintiffs (Moving Party)