NOTICE OF SPECIAL MEETING

and

MANAGEMENT INFORMATION CIRCULAR

for the

**SPECIAL MEETING OF SHAREHOLDERS OF
GIVEX CORP.**

relating to

A PLAN OF ARRANGEMENT INVOLVING GIVEX CORP., 1000986880 ONTARIO INC., AND SHIFT4 PAYMENTS, INC.

to be held on

November 1, 2024

DATED AS OF October 1, 2024

VOTE YOUR SECURITIES TODAY
These materials are important and require your immediate attention. Your vote is important regardless of the number of shares you own. Whether or not you are able to attend, we urge you to vote using your enclosed proxy or voting instruction form.

THE BOARD OF DIRECTORS OF GIVEX CORP. UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS VOTE
FOR
THE ARRANGEMENT RESOLUTION

October 1, 2024

Dear Fellow Shareholders of Givex Corp.:

It is my pleasure to extend to you, on behalf of the board of directors (the "**Board**") of Givex Corp. ("**Givex**" or the "**Company**"), an invitation to attend the special meeting (the "**Company Meeting**") of the shareholders (the "**Shareholders**") of Givex to be held in-person at Wildeboer Dellelce Place, 365 Bay Street, Suite 800, Toronto, Ontario, M5H 2V1 on Friday, November 1, 2024 at 10:00 a.m. (Toronto time).

At the Company Meeting, registered Shareholders and duly appointed proxyholders of such Shareholders will have an opportunity to participate, to ask questions, and to vote. Non-registered Shareholders must carefully follow the procedures set out in the Circular (as defined below) in order to vote at the Company Meeting or ask questions. Guests, including Non-registered Shareholders who have not been duly appointed as proxyholders at the Company Meeting may attend the Company Meeting but will not be entitled to vote or ask questions during the Company Meeting.

The Arrangement

On August 26, 2024, Givex entered into an arrangement agreement (the "**Arrangement Agreement**") with 1000986880 Ontario Inc. (the "**Purchaser**"), and Shift4 Payments, Inc., the indirect parent company of the Purchaser (the "**Parent**" or "**Shift4**"), whereby, subject to the terms and conditions of the Arrangement Agreement, the Purchaser will acquire all of the issued and outstanding common shares in the capital of Givex (the "**Company Shares**") pursuant to a plan of arrangement (the "**Arrangement**") under Section 182 of the *Business Corporations Act* (Ontario).

Under the terms of the Arrangement, as more particularly described in the accompanying management information circular of Givex (the "**Circular**"), Shareholders (other than any Shareholders validly exercising Dissent Rights (as defined in the Circular)) will receive $1.50 in cash (the "**Consideration**") in exchange for each Company Share held immediately prior the effective time of the Arrangement (the "**Effective Time**"). In addition, pursuant to the Arrangement:

(a) each option to acquire Company Shares (each, a "**Company Option**") outstanding immediately prior to the Effective Time (whether vested or unvested) shall be deemed to be exercisable, and such Company Option shall be deemed to be assigned and transferred by or on behalf of the holder thereof to the Company in exchange for a cash payment from the Company equal to the amount, if any, by which (x) the Consideration exceeds (y) the exercise price per Company Share under such Company Option immediately prior to the Effective Time (less applicable withholdings) (and, for greater certainty, where such amount is a negative amount, neither the Company nor the Purchaser shall be obligated to pay the holder of such Company Option any amount in respect of such Company Option)and each such Company Option shall thereafter be immediately cancelled;

(b) each restricted share unit of Givex (each, a "**Company RSU**") outstanding immediately prior to the Effective Time (whether vested or unvested) shall be deemed to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to the Consideration, less applicable withholdings, and each such Company RSU shall thereafter be immediately cancelled;

(c) each common share purchase warrant to acquire Company Shares exercisable at a price of $1.25 per Company Share (each, a "**Company Warrant**") issued and outstanding immediately prior to the Effective Time shall be deemed to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to $0.25, being the amount by which (x) the Consideration exceeds (y) the exercise price of each Company Warrant, and each such Company Warrant shall thereafter be immediately cancelled; and

(d) (i) each broker common share purchase warrant to acquire Company Shares exercisable at a price of $0.92 per Company Share (each, a "**Company Broker Warrant**") issued and outstanding immediately prior to the Effective Time shall be deemed to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to $0.58, being the amount by which (x) the Consideration exceeds (y) the exercise price of each Company Broker Warrant, and each such Company Broker Warrant shall thereafter be immediately cancelled; and (ii) each compensation option to purchase units of the Company, each entitling its holder to acquire one unit of the Company, each unit being comprised of one Company Share and one-half of one Company Warrant at a price of $1.00 (each, a "**Company Compensation Option**") issued and outstanding immediately prior to the Effective Time shall be deemed to be assigned to the Company in exchange for a cash payment from the Company equal to $0.625, being the amount by which (x) the sum of (A) the Consideration, plus (B) $0.125, exceeds (y) the exercise price per unit of the Company under each Company Compensation Option, and each such Company Compensation Option shall thereafter be immediately cancelled.

Recommendation

The Board established a special committee (the "**Special Committee**") of independent directors of Givex to review, assess and consider the Arrangement and any proposed alternative transactions to the Arrangement, to negotiate or direct the negotiations of the structure, terms or conditions of the Arrangement and the Arrangement Agreement and to make recommendations to the Board regarding the Arrangement. The Arrangement was unanimously approved by the Board, upon recommendation of the Special Committee, after the Special Committee consulted with its legal and financial advisors, and based in part on the Fairness Opinion received from Canaccord Genuity Corp. by the Special Committee and the Board, as more particularly described in the Circular. The Board has determined that the Arrangement is in the best interests of Givex and is fair to Shareholders and unanimously recommends that Shareholders vote **FOR** the Arrangement Resolution (as defined below). The determination of the Board is based on various factors described more fully in the accompanying notice of special meeting of Shareholders (the "**Notice of Meeting**") and Circular.

The accompanying Notice of Meeting and Circular provide a description of the Arrangement and include certain additional information to assist you in considering how to vote on the Arrangement Resolution. You are urged to read this information carefully and, if you require assistance, to consult your tax, financial, legal or other professional advisors.

Reasons for the Arrangement

In evaluating and approving the Arrangement and in making its determinations and recommendations, the Special Committee and the Board considered a number of factors including, among others: that the Consideration to Shareholders represents a 55% premium over the closing price of the Company Shares on the Toronto Stock Exchange (the "**TSX**") on August 23, 2024, being the last trading day prior to the announcement of the Arrangement, a 64% premium over the 20-day volume weighted average price of the Company Shares on the TSX for the period ended August 23, 2024; that the all-cash Consideration crystalizes value for Shareholders and provides Shareholders with full liquidity and certainty of value; the receipt of the Fairness Opinion from Canaccord Genuity Corp., as more particularly described in the Circular; and the deal certainty, all as more particularly described in the Circular.

The Special Committee and the Board believe that Shift4 is an attractive counterparty with which to transact and that the Arrangement is otherwise expected to benefit the Company and its stakeholders, including the Company's employees and its merchant clients.

The Arrangement Resolution and Voting Requirements

At the Company Meeting, the Shareholders will be asked to consider and, if deemed advisable, pass a special resolution approving the Arrangement (the "**Arrangement Resolution**"). To be effective, the Arrangement Resolution must be passed at the Company Meeting by: (i) at least 66⅔% of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Company Share held; and (ii) a simple majority (more than 50%) of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Company Share held, and excluding any votes in respect of Company Shares that are required to be excluded pursuant to Multilateral Instrument 61-101 –

Protection of Minority Security Holders in Special Transactions. Completion of the Arrangement is also subject to approval by the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

Voting and Support Agreements

The directors, executive officers and certain significant shareholders of Givex, holding in the aggregate (as at August 26, 2024) approximately 57.5% of the Company Shares, have entered into voting and support agreements with the Purchaser and the Parent pursuant to which they have agreed to, among other things, support the Arrangement and vote their Company Shares in favour of the Arrangement Resolution, subject to certain exceptions.

Your vote is important regardless of how many Company Shares you own.

The Board has determined that the Arrangement is in the best interests of Givex and unanimously recommends that Shareholders vote FOR the Arrangement Resolution.

Voting Information

Your vote is very important regardless of the number of Company Shares you own. If you are a registered Shareholder (i.e., your name appears on the register of the Company Shares maintained by or on behalf of Givex) (a "**Registered Shareholder**") and you are unable to attend the Company Meeting, we encourage you to complete, sign, date and return the applicable accompanying form of proxy (the "**Form of Proxy**") so that your Company Shares can be voted at the Company Meeting (or at any adjournments or postponements thereof) in accordance with your instructions. To be effective, the applicable enclosed Form of Proxy must be received by Givex's transfer agent, Odyssey Trust Company, according to the instructions on the Form of Proxy and not later than 10:00 a.m. (Toronto time) on October 30, 2024 or not later than 48 hours (other than a Saturday, Sunday or holiday) immediately preceding the time of the Company Meeting, as it may be adjourned or postponed from time to time. The deadline for the deposit of proxies may be waived or extended by the Chair of the Company Meeting at the Chair's discretion, without notice.

If you hold Company Shares through a broker, custodian, nominee or other intermediary, you should follow the instructions provided by your intermediary to ensure your vote is counted at the Company Meeting and should arrange for your intermediary to complete the necessary steps to ensure that you receive payment for your securities as soon as possible following completion of the Arrangement.

Letter of Transmittal

If you are a Registered Shareholder, we encourage you to complete, sign, date and return the enclosed letter of transmittal (the "**Letter of Transmittal**") in accordance with the instructions set out therein and in the Circular, together with the certificate(s) or direct registration system statement representing your Company Shares, if applicable, to the Depositary (as defined in the Circular) at the address specified in the Letter of Transmittal. The Letter of Transmittal contains other procedural information relating to the Arrangement and should be reviewed carefully.

Completion of the Arrangement

The Arrangement is subject to customary closing conditions for a transaction of the nature of the Arrangement, including the requisite approvals of the Shareholders and the Court. It is anticipated that the Arrangement will be completed as soon as practicable following receipt of the final order of the Court, which is expected to be obtained on or about November 5, 2024, and following the satisfaction or waiver of all other conditions precedent to the Arrangement.

The Circular

The accompanying Circular contains a detailed description of the Arrangement and the matters to be considered at the Company Meeting. It also includes certain risk factors relating to Givex and the completion of the Arrangement.

Shareholder Questions

If you have any questions or need assistance in your consideration of the Arrangement, with the completion and delivery of your proxy or about submitting your securities and Letter of Transmittal, please contact Transition Coordinator of Givex by email at TransitionCoordinator@givex.com.

On behalf of Givex, I would like to thank all Shareholders for their continuing support.

Yours truly,

"Don Gray"
Don Gray
Director and Chief Executive Officer

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that, in accordance with the interim order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") rendered on October 1, 2024, as may be further varied and amended (the "**Interim Order**"), a special meeting (the "**Company Meeting**") of shareholders (the "**Shareholders**") of Givex Corp. ("**Givex**" or the "**Company**") will be held in person at Wildeboer Dellelce Place, 365 Bay Street, Suite 800, Toronto, Ontario, M5H 2V1, on Friday November 1, 2024 at 10:00 a.m. (Toronto time), for the following purposes:

(a) to consider, pursuant to the Interim Order and, if deemed advisable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**"), the full text of which is set out in Schedule "A" to the accompanying management information circular dated October 1, 2024 (the "**Circular**"), to authorize and approve a plan of arrangement (the "**Plan of Arrangement**") under Section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") involving Givex and 1000986880 Ontario Inc. (the "**Purchaser**"), by which, subject to the terms and conditions of the arrangement agreement dated August 26, 2024 between Givex, the Purchaser and Shift4 Payments, Inc., the indirect parent company of the Purchaser (the "**Parent**"), the Purchaser will acquire all of the issued and outstanding common shares in the capital of Givex (the "**Company Shares**"), as more particularly described in the accompanying Circular (the "**Arrangement**"); and

(b) to transact such other business as may properly be brought before the Company Meeting or any adjournment or postponement thereof.

Specific details of the matters proposed to be put before the Company Meeting are set forth in the Circular.

At the Company Meeting, registered Shareholders and duly appointed proxyholders of such Shareholders will have an opportunity to participate, to ask questions, and to vote. Non-Registered Shareholders must carefully follow the procedures set out in the Circular in order to vote and ask questions. Guests, including Non-Registered Shareholders who have not been duly appointed as proxyholders at the Company Meeting, can attend the Company Meeting but will not be entitled to vote or ask questions during the Company Meeting.

The record date for determining the Shareholders entitled to receive notice of and vote at the Company Meeting is the close of business on September 16, 2024 (the "**Record Date**"). Only Shareholders of record as at the Record Date are entitled to receive notice of the Company Meeting and to attend and vote at the Company Meeting or any adjournment or postponement thereof.

Also included with this notice of meeting and Circular, is a form of proxy (a "**Form of Proxy**") for registered Shareholders and a letter of transmittal.

Shareholders of record as at the Record Date wishing to be represented by proxy at the Company Meeting or any adjournment or postponement thereof must deposit his, her or its completed, dated and signed Form of Proxy with Givex's transfer agent, Odyssey Trust Company, by mail to Odyssey Trust Company, Attention: Proxy Department, Traders Bank Building, Suite 702, 67 Yonge St, Toronto, Ontario, M5E 1J8 or by voting online at https://vote.odysseytrust.com using the control number printed on their Form of Proxy, prior to 10:00 a.m. (Toronto time) on Wednesday, October 30, 2024; or, if the Company Meeting is adjourned or postponed, not less than 48 hours (excluding a Saturday, Sunday or holiday) prior to the start of the adjourned or postponed meeting. Notwithstanding the foregoing, the Chair of the Company Meeting has the discretion to accept proxies received after such deadline.

If you are a Non-registered Shareholder and have received these materials through your broker, custodian, nominee or other intermediary, please complete and return the Form of Proxy or voting instruction form provided to you by your broker, custodian, nominee or other intermediary in accordance with the instructions provided therein.

Pursuant to and in accordance with the Interim Order and the provisions of Section 185 of the OBCA (as modified or supplemented by the Interim Order, the Plan of Arrangement and any other order of the Court), each Registered Shareholder has been granted Dissent Rights (as defined in the Circular) in respect of the Arrangement Resolution and the Dissent Rights and procedures for exercising such rights are described in the accompanying Circular.

Registered Shareholders who validly dissent in respect of the Arrangement will be entitled to be paid the fair value of their Company Shares, subject to strict compliance with Section 185 of the OBCA, as modified by the provisions of the Interim Order, the Plan of Arrangement and any other order of the Court. Failure to comply strictly with the requirements set forth in Section 185 of the OBCA, as modified by the provisions of the Interim Order, the Plan of Arrangement and any other order of the Court may result in the loss or unavailability of any Dissent Rights.

If you have any questions about the information contained in the Circular or require assistance in completing your Form of Proxy or voting instruction form, please contact Transition Coordinator of Givex by email at TransitionCoordinator@givex.com.

The Circular provides additional information relating to the matters to be dealt with at the Company Meeting and is deemed to form part of this notice of meeting. Any adjourned or postponed meeting resulting from an adjournment or postponement of the Company Meeting will be held at a time and place to be specified either by Givex before the Company Meeting or by the Chair at the Company Meeting.

DATED at Toronto, Ontario this 1st day of October, 2024.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ *Don Gray*

Don Gray
Director and Chief Executive Officer
Givex Corp.

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QUESTIONS AND ANSWERS ABOUT THE ARRANGEMENT

The following is a summary of certain information contained in or incorporated by reference into this Circular, together with some of the questions that you, as a Shareholder, may have and answers to those questions. You are urged to read the remainder of this Circular, the applicable enclosed Form of Proxy and the Letter of Transmittal carefully because the information contained below is of a summary nature, and is qualified in its entirety by the more detailed information contained elsewhere in or incorporated by reference into this Circular (including the attached schedules to this Circular), as well as the Form of Proxy and the Letter of Transmittal, all of which are important and should be reviewed carefully. Capitalized terms in this summary have the meanings set out under the heading "Glossary of Terms".

This Circular is provided to you in connection with the solicitation by or on behalf of management of Givex of proxies to be used at the Company Meeting to be held at Wildeboer Dellelce Place, 365 Bay Street, Suite 800, Toronto, Ontario, M5H 2V1 on ***Friday, November 1, 2024****, at 10:00 a.m. (Toronto time) for the purposes indicated in the Notice of Meeting.*

At the Company Meeting, Registered Shareholders and duly appointed proxyholders will have an opportunity to participate, to ask questions, and to vote. Non-Registered Shareholders must carefully follow the procedures set out in the Circular in order to vote and ask questions. Guests, including Non-Registered Shareholders who have not been duly appointed as proxyholders at the Company Meeting, can attend but will not be entitled to vote or ask questions during the Company Meeting. The questions and answers below give general guidance for voting your Company Shares and other matters related to the proposed Arrangement involving Givex and the Purchaser pursuant to the OBCA. Unless otherwise noted, all answers relate to Registered Shareholders and Non-Registered Shareholders. If you have any questions, please feel free to contact Transition Coordinator of Givex (whose contact information is found below in the answer to the last question in this section).

Why did I receive this package of information?

On August 26, 2024, Givex entered into the Arrangement Agreement with the Purchaser and Shift4, pursuant to which, among other things, subject to the terms and conditions of the Arrangement Agreement, the Purchaser will acquire all of the issued and outstanding Company Shares in exchange for the Consideration pursuant to the Arrangement.

One of the conditions of the Arrangement is that Shareholders approve the Arrangement Resolution at the Company Meeting. This package contains information that is intended to assist you in forming a reasoned judgement concerning the Arrangement Resolution.

What am I voting on?

If you are a holder of Company Shares, you are voting to approve the Arrangement Resolution, relating to the proposed Arrangement involving Givex, the Purchaser and Shift4 pursuant to the OBCA. The full text of the Arrangement Resolution is set out in Schedule "A" to this Circular.

Was a Special Committee formed to examine the Arrangement?

Yes. A Special Committee of independent directors of the Board, chaired by Michael Carr and including Michael Carr, Miles Evans and Divya Kulkarni, was established to, among other things, negotiate and, if applicable, recommend approval of the Arrangement to the Board and to consider any other proposed alternative transactions to the Arrangement.

The Special Committee, having taken into account such factors and matters as it considered relevant, including receiving the Fairness Opinion, unanimously recommended that the Board approve the Arrangement Agreement and recommend that Shareholders vote for the Arrangement Resolution.

Does the Board support the Arrangement?

Yes. The Board has unanimously determined that the Arrangement is in the best interests of Givex and is fair to Shareholders. Accordingly, the Board unanimously recommends that the Shareholders vote **FOR** the Arrangement Resolution.

In making its recommendation, the Board considered a number of factors as described in this Circular under the heading *"The Arrangement — Reasons for the Board Recommendation"*, including the recommendation of the Special Committee, after the Special Committee consulted with legal and financial advisors, and based in part on the Fairness Opinion received from Canaccord Genuity, as financial advisor to Givex and the Special Committee, which opinion is that, as of the date of such Fairness Opinion, and based upon and subject to the review, assumptions, qualifications, explanations, limitations and other matters described in connection with the preparation of the Fairness Opinion, the Consideration to be received under the Arrangement by the Shareholders is fair, from a financial point of view, to the Shareholders (other than any Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101). See *"The Arrangement – Background to the Arrangement"* and *"The Arrangement – Reasons for the Board Recommendation"*.

What will I receive for my Company Shares under the Arrangement?

If the Arrangement is completed, Shareholders (other any Dissenting Shareholder) will receive, in exchange for each Company Share held immediately prior to the Effective Time, the Consideration, being $1.50 in cash (without interest).

The Consideration to Shareholders represents a 55% premium over the closing price of the Company Shares on the TSX on August 23, 2024, being the last trading day prior to the announcement of the Arrangement, a 64% premium over the 20-day volume weighted average price of the Company Shares on the TSX for the period ended August 23, 2024.

Am I entitled to vote?

You are entitled to vote if you were a holder of Company Shares as of the close of business on September 16, 2024, being the Record Date for the Company Meeting. Each Shareholder is entitled to one vote per Company Share held on all matters to come before the Company Meeting, including the Arrangement Resolution.

How can I attend the Company Meeting?

The Company Meeting will be held in person at Wildeboer Dellelce Place, 365 Bay Street, Suite 800, Toronto, Ontario, M5H 2V1. At the Company Meeting, Registered Shareholders and duly appointed proxyholders will have an opportunity to participate, to ask questions, and to vote. Non-Registered Shareholders must carefully follow the procedures set out in the Circular in order to vote and ask questions.

If you have completed and returned a Form of Proxy, the persons named in the Form of Proxy will have discretionary authority to vote on amendments or variations to the business matters identified in the Notice of Meeting, and on other matters that may properly come before the Company Meeting. As of the date of the Circular, management of Givex is not aware of any amendments, variations or additional matters to come before the Company Meeting.

What is the quorum for the Company Meeting?

Pursuant to the Interim Order, the quorum required for the transaction of business at the Company Meeting is not less than 5% of the Company Shares entitled to vote at the Company Meeting, present in person or represented by proxy.

Am I a Registered Shareholder?

You are a Registered Shareholder if you hold any Company Shares in your own name, as recorded in the shareholder register of Givex maintained by Odyssey Trust Company as transfer agent for the Company Shares.

You can inspect a list of Registered Shareholders on request during usual business hours, at the head office of Givex's transfer agent, Odyssey Trust Company, which is located at Traders Bank Building, Suite 702, 67 Yonge St, Toronto, Ontario, M5E 1J8. This list will also be available at the Company Meeting.

Am I a Non-Registered Shareholder (also commonly referred to as a beneficial shareholder)?

You are a Non-Registered Shareholder if your Company Shares are held in an account in the name of a nominee (bank, trust company, securities broker, investment dealer or other nominee). There are two kinds of Non-Registered Shareholders: (i) those who object to their names being made known to the issuers of securities which they own, known as objecting beneficial owners or "OBOs"; and (ii) those who do not object to their names being made known to the issuers of securities which they own, known as non-objecting beneficial owners or "NOBOs".

How do I vote if I am a Registered Shareholder?

If you are a Registered Shareholder, you can vote your Company Shares:

(1) in person at the Company Meeting by registering with the Transfer Agent, Odyssey Trust Company. Upon arrival at the Company Meeting and you will be provided with the necessary ballots for the purpose of voting in respect of the Arrangement;

(2) online at https://vote.odysseytrust.com/.Votes cast electronically are in all respects equivalent to, and will be treated in the same manner as, votes cast via a paper Form of Proxy. Shareholders who wish to vote using the internet should follow the instructions provided in the Form of Proxy. Votes cast electronically must be submitted no later than 10:00 a.m. (Toronto time) on October 30, 2024 or at least 48 hours, excluding Saturdays, Sundays and statutory holidays, before any adjournment or postponement of the Company Meeting; or

(3) by signing and returning the applicable enclosed Form of Proxy appointing the named persons or some other person you choose, who need not be a Shareholder, to represent you as proxyholder and vote your Company Shares at the Company Meeting.

How do I vote if I am a Non-Registered Shareholder?

If you are a Non-Registered Shareholder, you will have received voting instructions from your nominee or intermediary. Typically, intermediaries will use a service company to forward such materials to Non-Registered Shareholders. The majority of intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge. Broadridge typically mails a scannable voting instruction form in lieu of the Form of Proxy. The Non-Registered Shareholder is requested to complete and return the voting instruction form to Broadridge by mail or facsimile. Alternatively, the Non-Registered Shareholder may access the internet to provide instructions regarding the voting of Company Shares held by such Non-Registered Shareholder. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Company Shares to be represented at the Company Meeting. A Non-Registered Shareholder receiving a voting instruction form cannot use that voting instruction form to vote Company Shares directly at the Company Meeting, as the voting instruction form must be returned as directed by Broadridge well in advance of the Company Meeting in order to have such Company Shares voted.

If I am a duly appointed proxyholder, can I vote at the Company Meeting?

Duly appointed proxyholders, including Non-Registered Shareholders who have duly appointed themselves as proxy, can attend and vote at the Company Meeting. Duly appointed proxyholders should bring personal identification to the Company Meeting.

How do I vote if I am both a Registered Shareholder and a Non-Registered Shareholder?

Should you hold some Company Shares as a Registered Shareholder and other Company Shares as a Non-Registered Shareholder, you will have to use the voting methods described above, as applicable, for those of your Company Shares for which you are a Registered Shareholder and for those of your Company Shares for which you are a Non-Registered Shareholder.

Who is soliciting my proxy?

It is expected that the solicitation of proxies will be made primarily by mail, but proxies may also be solicited personally or by telephone, email, internet or other electronic or other means of communication by directors, officers, employees, agents or other representatives of Givex. Givex will bear the costs of solicitation of the Shareholders.

Who votes my Company Shares and how will they be voted if I return a Form of Proxy?

By properly completing and returning a Form of Proxy, you are authorizing the persons named in that Form of Proxy to attend the Company Meeting and to vote your Company Shares. You can use the applicable enclosed Form of Proxy, or any other proper proxy form, to appoint your proxyholder.

The Company Shares represented by your proxy must be voted as you instruct in the Form of Proxy. If you properly complete and return your proxy, but do not specify how you wish the votes cast, your proxyholder will vote your Company Shares as they see fit.

Unless you provide contrary instructions, the Company Shares represented by proxies that management receives will be voted **FOR** the Arrangement Resolution.

Can I appoint someone other than those named in the enclosed Form of Proxy to vote my Company Shares?

Yes. You have the right to appoint another person of your choice. They do not need to be a Shareholder to attend and act on your behalf at the Company Meeting. To appoint someone who is not named in the applicable enclosed Form of Proxy, strike out those printed names appearing on the Form of Proxy and print in the space provided the name of the person you choose.

It is important for you to ensure that any other person you appoint will attend the Company Meeting and know you have appointed them. You should notify the nominee of the appointment, obtain the nominee's consent to act as proxy, and provide instructions on how the Company Shares are to be voted. The nominee should bring personal identification to the Company Meeting. In any case, the Form of Proxy should be dated and executed by the Shareholder or an attorney authorized in writing, with proof of such authorization attached (where an attorney executed the proxy form).

What if my Company Shares are registered in more than one name or in the name of a company?

If your Company Shares are registered in more than one name, all registered persons must sign the Form of Proxy. If your Company Shares are registered in a company's name or any name other than your own, you may be required to provide documents proving your authorization to sign the Form of Proxy for that company or name. For any questions about the proper supporting documents, contact Odyssey Trust Company before submitting your Form of Proxy at the address specified in the answer to the last question in this section.

Can I revoke a proxy or voting instruction?

Yes. If you are a Registered Shareholder and have returned a Form of Proxy, you may revoke it by:

(1) completing and signing another Form of Proxy with a later date and delivering it to Odyssey Trust Company, by mail at Traders Bank Building, Suite 702, 67 Yonge St, Toronto, Ontario M5E 1J8 (Attention: Proxy Department), before: (a) 10:00 a.m. (Toronto time) on October 30, 2024; or (b) if the

Company Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Company Meeting;

(2) delivering a written statement revoking the original proxy or voting instruction, signed by you or your authorized representative, to Jeff Hergott, Counsel to Givex, at Wildeboer Dellelce LLP, 365 Bay Street, Suite 800, Toronto, Ontario M5H 2V1 any time up to and including the last business day preceding the date of the Company Meeting, or any adjournment thereof at which the proxy is to be used, or deposited with the chair of the Company Meeting on the day of the Company Meeting, or any adjournment thereof;

(3) attending the Company Meeting in person (or where the Shareholder is a corporation, its authorized representative may attend), revoking the proxy (by indicating such intention to the chair of the Company Meeting before the proxy is exercised) and voting in person (or withholding from voting);

(4) voting again online at https://vote.odysseytrust.com using the control number printed on their Form of Proxy, for Shareholders who originally voted through the internet, before 10:00 a.m. (Toronto time) on October 30, 2024, or at least 48 hours, excluding Saturdays, Sundays and statutory holidays, before any adjournment or postponement of the Company Meeting; or

(5) any other manner permitted by law.

If you are a Non-Registered Shareholder, contact your nominee.

How many Company Shares are entitled to vote?

As of September 16, 2024, being the Record Date, there were 132,465,415 Company Shares outstanding. Each Shareholder is entitled to one vote per Company Share held on all matters to come before the Company Meeting, including the Arrangement Resolution.

To the knowledge of the directors and officers of Givex, no person beneficially owns or exercises control or direction over Company Shares carrying 10% or more of the aggregate voting rights of the Company Shares, other than:

Beneficial Holder Name	Number of Company Shares	Percentage of Holdings(1)	Number of Company Options	Percentage of Holdings(2)
Don Gray(3)(4)	38,265,076	28.89%	1,350,000	17.42%
JPE Trust(5)	18,630,660	14.06%	-	N/A

Notes:

(1) As of the Record Date, 132,465,415 Company Shares are issued and outstanding.
(2) As of the Record Date, 7,747,800 Company Options are issued and outstanding.
(3) 38,265,076 Company Shares are owned by Krane & Company Inc., a corporation solely owned by Drake and Noseworthy Trust, of which Don Gray and Debra Demeza are beneficiaries. Debra Demeza also separately owns an additional 1,826,700 Company Shares, which additional Company Shares represent approximately 1.38% of the total number of Company Shares outstanding as at the Record Date, and together with the Company Shares through Krane & Company represents an aggregate total of 40,091,776 Company Shares, representing 30.27% of the total number of Company Shares outstanding as at the Record Date.
(4) Debra Demeza also holds 250,000 Company Options; each Company Option exercisable to purchase one Company Share pursuant to the Company Option Plan adopted November 25, 2021.
(5) JPE Trust, which beneficially owns 18,630,660 Company Shares through Inter.Act Venture Fund Inc. RBC Trustees (Jersey) Limited is the trustee of the JPE Trust.

What do I need to do now in order to vote on the Arrangement Resolution?

You should carefully read and consider the information contained in this Circular. Registered Shareholders should then vote by completing the enclosed Form of Proxy or, alternatively over the internet, in accordance with the enclosed instructions. A proxy will not be valid for use at the Company Meeting unless the completed Form of Proxy is received by Odyssey Trust Company, by 10:00 a.m. (Toronto time) on Wednesday, October 30, 2024 (or, if the Company Meeting is adjourned or postponed, at least 48 hours (excluding Saturdays, Sundays and holidays) prior to any reconvened Company Meeting in the event of an adjournment or a postponement of the Company Meeting). Givex reserves the right to accept late Form of Proxies and to waive the proxy cut-off, with or without notice, but is under no obligation to accept or reject any particular late proxy. See *"General Proxy Information – Shareholders Entitled to Vote"*.

If you hold your Company Shares through a nominee (bank, trust company, securities broker, investment dealer or other nominee), please follow the instructions, including any deadlines and where the voting instructions forms should be submitted, by such nominee to ensure that your vote is counted at the Company Meeting. See *"General Proxy Information –Voting by Non-Registered Shareholders"*.

Have any Shareholders committed to voting for the Arrangement Resolution?

The directors, executive officers and certain significant shareholders of Givex, holding in the aggregate (as at August 26, 2024) approximately 57.5% of the Company Shares, have entered into voting and support agreements with the Purchaser and the Parent pursuant to which they have agreed to, among other things, support the Arrangement and vote their Company Shares in favour of the Arrangement Resolution, subject to certain exceptions.

Should I send in my Letter of Transmittal and Company Share certificates?

Yes. Although you are not required to send your Company Share certificate(s) or DRS Advice(s) to validly cast your vote in respect of the Arrangement Resolution, it is recommended that all Registered Shareholders complete, sign and return the Letter of Transmittal, along with the accompanying Company Share certificate(s) or DRS Advice(s), if applicable, to the Depositary as soon as possible. Should the Arrangement not proceed for any reason, the deposited Company Share certificate(s), DRS Advice(s) or other relevant documents will be returned in accordance with the instructions provided by the holder in the Letter of Transmittal.

Shareholders whose Company Shares are registered in the name of a nominee (bank, trust company, securities broker, investment dealer or other nominee) should contact that nominee for assistance in depositing their Company Shares and should follow the instructions of such nominee in order to deposit their Company Shares.

All Shareholders and Company Warrant Holders are encouraged to submit their Letter of Transmittal or Warrant Letter of Transmittal, applicable online on Odyssey Trust Company's portal at: https://login.odysseytrust.com/calogin.

Should I send in my Warrant Letter of Transmittal and Company Warrant certificates?

Yes. It is recommended that all Company Warrant Holders complete, sign and return the Warrant Letter of Transmittal, along with the accompanying Company Warrant certificate(s) or DRS Advice, if applicable, to the Depositary as soon as possible. Should the Arrangement not proceed for any reason, the deposited Company Warrant certificate(s), DRS Advice or other relevant documents will be returned in accordance with the instructions provided by the holder in the Warrant Letter of Transmittal.

Shareholders whose Company Warrants are registered in the name of a nominee (bank, trust company, securities broker, investment dealer or other nominee) should contact that nominee for assistance in depositing their Company Warrants and should follow the instructions of such nominee in order to deposit their Company Warrants.

All Shareholders and Company Warrant Holders are encouraged to submit their Letter of Transmittal or Warrant Letter of Transmittal, applicable online on Odyssey Trust Company's portal at: https://login.odysseytrust.com/calogin.

Should I send in my proxy now?

Yes. To ensure your vote is counted, you need to complete and submit the enclosed Form of Proxy or, if applicable, provide your nominee (bank, trust company, securities broker, investment dealer or other nominee) with voting instructions. You are encouraged to vote well in advance of the proxy cut-off at 10:00 a.m. (Toronto time) on

Wednesday, October 30, 2024 (or at least 48 hours (excluding Saturdays, Sundays and holidays) prior to any reconvened Company Meeting in the event of an adjournment or a postponement of the Company Meeting).

What approvals are required to be given by Shareholders at the Company Meeting?

Completion of the Arrangement is conditional upon approval of the Arrangement Resolution, which must be approved, with or without variation, by (i) at least 66⅔% of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Company Share held; and (ii) a simple majority (more than 50%) of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Company Share held, and excluding any votes in respect of Company Shares that are required to be excluded pursuant to MI 61-101.

What other approvals are required for the Arrangement?

The Arrangement requires the approval of the Court. The Court will be asked to make an order approving the Arrangement and to determine that the Arrangement is fair to the Shareholders. On October 1, 2024, Givex obtained the Interim Order providing for the calling, holding and conducting of the Company Meeting and other procedural matters. A Notice of Application for Final Order to approve the Arrangement has been filed. See *"The Arrangement — Shareholder and Court Approvals"*.

The Purchaser and the Parent are not required to obtain shareholder approval in connection with the Arrangement.

What will happen to Givex if the Arrangement is completed?

If the Arrangement is completed, the Purchaser will acquire all of the Company Shares and Givex will become a wholly-owned subsidiary of the Purchaser. It is expected that the Company Shares will be delisted from the TSX with effect as promptly as practicable following the Effective Date and the Company will also apply to cease to be a reporting issuer in all jurisdictions in which it is a reporting issuer and thus terminate its public reporting obligations in Canada.

What will happen if the Arrangement Resolution is not approved or the Arrangement is not completed for any reason?

If the Arrangement Resolution is not approved or the Arrangement is not completed for any reason, the Arrangement Agreement may be terminated. In certain circumstances, Givex will be required to pay to the Purchaser a termination payment of $7.75 million in connection with such termination. See *"The Arrangement Agreement — Termination"* and *"The Arrangement Agreement — Termination Amounts"*.

When will the Arrangement become effective?

Subject to obtaining the requisite approvals of the Shareholders and the Court described above, it is anticipated that the Arrangement will be completed as soon as practicable following receipt of the Final Order, which is expected to be obtained on or about November 5, 2024, and the satisfaction or waiver of all other conditions precedent to the Arrangement.

Do I have Dissent Rights?

Only Registered Shareholders have Dissent Rights in respect of the Arrangement. Registered Shareholders who wish to exercise their Dissent Rights must deliver written notice thereof to Givex: (i) at 134 Peter Street, Suite 1400, Toronto, Ontario, M5V 2H2 to be received by no later than 4:30 p.m. (Toronto time) on Wednesday October 30, 2024, or, in the case of any adjournment or postponement of the Company Meeting, by no later than 4:30 p.m. (Toronto time) on the date that is two (2) Business Days immediately preceding the date to which the Company Meeting is adjourned or postponed. A Non-Registered Shareholder who wishes that Dissent Rights be exercised in respect of its

Company Shares should immediately contact the nominee (bank, trust company, securities brokers, investment dealer or other nominee) with whom the Non-Registered Shareholder deals.

What if I have other questions?

If you have any questions regarding the Company Meeting, please contact:

Transfer Agent:	Odyssey Trust Company 1-888-290-1175 (North American Toll Free) 1-587-885-0960 (Collect Outside North America) Corp.actions@odysseytrust.com (E-mail)
Givex:	Givex Corp. Transition Coordinator TransitionCoordinator@givex.com (E-mail)

MANAGEMENT INFORMATION CIRCULAR

This Circular is furnished in connection with the solicitation of proxies by or on behalf of the management of Givex for use at the Company Meeting to be held in person at Wildeboer Dellelce Place, 365 Bay Street, Suite 800, Toronto, Ontario, M5H 2V1 on Friday, November 1, 2024 at 10:00 a.m. (Toronto time) and at any adjournment(s) or postponement(s) thereof for the purposes set forth in the accompanying notice of special meeting of Shareholders (the "**Notice of Meeting**"). All summaries of, and references to, the Arrangement Agreement, the Plan of Arrangement, the Arrangement Resolution, the Voting Support Agreements and the Fairness Opinion in this Circular are qualified in their entirety by reference to the complete texts of these documents, each of which is either included as a schedule to this Circular or filed on SEDAR+ under Givex's issuer profile at www.sedarplus.ca. Shareholders are urged to carefully read the full text of these documents.

At the Company Meeting, registered Shareholders and duly appointed proxyholders will have an opportunity to participate, to ask questions, and to vote. Non-Registered Shareholders must carefully follow the procedures set out in the Circular in order to vote and ask questions. Guests, including non-registered Shareholders who have not been duly appointed as proxyholders at the Company Meeting, can attend but will not be entitled to vote or ask questions during the Company Meeting.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Except for the statements of historical fact contained herein, the information presented in this Circular and the information incorporated by reference herein, constitutes "forward-looking statements" within the meaning of the Canadian Securities Laws as amended, and "forward-looking information" within the meaning of applicable Canadian Securities Laws (together, the "**forward-looking statements**") concerning the business, operations, plans and financial performance and condition of Givex. Often, but not always, forward-looking statements can be identified by words such as "*pro forma*", "plans", "expects", "may", "should", "could", "will", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates", "believes", or variations including negative variations thereof of such words and phrases that refer to certain actions, events or results that may, could, would, might or will occur or be taken or achieved. These forward-looking statements include but are not limited to statements and information concerning: the Arrangement; covenants of Givex, the Purchaser and the Parent; the timing for implementation of the Arrangement; the potential benefits of the Arrangement; the likelihood of the Arrangement being completed; principal steps to the Arrangement; statements made in, and based on the Fairness Opinion; Shareholder approval and Court approval of the Arrangement; and other events or conditions that may occur in the future.

Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual plans, results, performance or achievements of Givex to differ materially from any future plans, results, performance or achievements expressed or implied by the forward-looking statements. Such factors include, among others:

- the timing, closing or non-completion of the Arrangement, for any reason including due to the Parties failing to receive, in a timely manner and on satisfactory terms, the necessary Court and Shareholder approvals or the inability of the Parties to satisfy or waive in a timely manner the other conditions to the closing or the conditions precedent, as applicable, of the Arrangement;
- risks associated with Givex receiving a Superior Proposal;
- risks associated with de-listing the Company Shares from the TSX;
- adverse changes to market, political and general economic conditions or laws, rules and regulations applicable to Givex;
- fluctuations in foreign exchange or interest rates;
- stock market volatility and market valuations; and

- factors discussed under the heading "*Risk Factors*" of this Circular.

In addition, forward-looking statements contained in this Circular is based on certain assumptions and involves risks related to the completion or non-completion of the Arrangement and the business and operations of Givex. Forward-looking statements contained in this Circular are based on certain assumptions including that:

- the perceived benefits of the Arrangement are based upon a number of factors, including the terms and conditions of the Arrangement Agreement and current industry, economic and market conditions;

- Givex and the Purchaser and the Parent complying with the terms and conditions of the Arrangement Agreement;

- no occurrence of any event, change or other circumstance that could give rise to the termination of the Arrangement Agreement;

- Shareholders will vote in favour of the Arrangement Resolution;

- the Court will approve the Arrangement;

- all other conditions to the Arrangement will be satisfied or waived; and

- the Arrangement will be completed.

Other assumptions include, but are not limited to: interest and exchange rates; general economic, political and market conditions; and changes in laws, rules and regulations applicable to the Purchaser, the Parent and Givex.

Although Givex has attempted to identify important factors that could cause plans, actions, events or results to differ materially from those described in forward-looking statements in this Circular, and the documents incorporated by reference in this Circular, there may be other factors that cause plans, actions, events or results not to be as anticipated, estimated or intended. There is no assurance that such statements will prove to be accurate as actual plans, results and future events could differ materially from those anticipated in such statements or information.

Accordingly, readers should not place undue reliance on forward-looking statements in this Circular, nor in the documents incorporated by reference in this Circular. All of the forward-looking statements made in this Circular, including all documents incorporated by reference in this Circular, are qualified by these cautionary statements.

Certain of the forward-looking statements and other information contained in this Circular concerning the software industry and Givex's general expectations concerning the software industry are based on estimates prepared by Givex using data from publicly available industry sources as well as from market research and industry analysis, on assumptions based on data and knowledge of the industry, which Givex believes to be reasonable. However, although generally indicative of relative market positions, market shares and performance characteristics, this data is inherently imprecise. While Givex is not aware of any misstatement regarding any industry data presented herein, the software industry involves risks and uncertainties that are subject to change based on various factors.

Givex undertakes no obligation to update any of the forward-looking statements in this Circular or incorporated by reference in this Circular, except as required by law.

GENERAL MATTERS

Reporting Currencies and Accounting Principles

Unless otherwise indicated, all references to "$" or "C$" in this Circular refer to Canadian dollars.

Statutory References

Any reference in this Circular to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

Information Contained in this Circular

The information contained in this Circular is given as at October 1, 2024, except where otherwise noted and except that information in documents incorporated by reference is given as of the dates noted therein. No person has been authorized to give any information or to make any representation in connection with the Arrangement and other matters described herein other than those contained in this Circular and, if given or made, any such information or representation should be considered not to have been authorized by Givex.

This Circular does not constitute the solicitation of an offer to purchase, or the making of an offer to sell, any securities or the solicitation of a proxy by any person in any jurisdiction in which such solicitation or offer is not authorized or in which the person making such solicitation or offer is not qualified to do so or to any person to whom it is unlawful to make such solicitation or offer.

Information contained in this Circular should not be construed as legal, tax or financial advice and Shareholders are urged to consult their own professional advisors to obtain legal, tax or financial advice.

Descriptions in this Circular of the terms of the Arrangement Agreement, the Plan of Arrangement and the Voting Support Agreements are summaries of the terms of those documents and are qualified in their entirety by such terms. Shareholders should refer to the full text of each of the Arrangement Agreement, the Plan of Arrangement and the Voting Support Agreements for complete details of those documents. The full text of the Arrangement Agreement, which is incorporated by reference in this Circular, may be viewed on SEDAR+ under Givex's issuer profile at www.sedarplus.ca and may also be obtained on request without charge from Givex's Transition Coordinator by email at TransitionCoordinator@givex.com. The Plan of Arrangement is attached hereto as Schedule "B" – "*Plan of Arrangement*" to this Circular.

Information Contained in this Circular Regarding the Purchaser and the Parent

Certain information in this Circular pertaining to the Purchaser and Shift4, including, but not limited to, information pertaining to the Purchaser and Shift4 under the section *"Information Concerning the Purchaser and Shift4"* in this Circular, has been furnished by Shift4. With respect to this information, the Board has relied exclusively upon Shift4, without independent verification by Givex. Although Givex does not have any knowledge that would indicate that such information is untrue or incomplete, neither Givex nor any of its directors or officers assumes any responsibility for the accuracy or completeness of such information or for the failure by Shift4 to disclose events or information that may affect the completeness or accuracy of such information. See *"Information Concerning the Purchaser and Shift4"*.

SUMMARY OF CIRCULAR

This Summary should be read together with and is qualified in its entirety by the more detailed information and financial data and statements contained elsewhere in this Circular, including the Schedules hereto and documents incorporated into this Circular by reference. Capitalized terms in this Summary have the meanings set out in the Glossary of Terms or as set out in this Summary. The full text of the Arrangement Agreement, which is incorporated by reference in this Circular, may be viewed on SEDAR+ at www.sedarplus.ca under Givex's issuer profile, and may also be obtained on request without charge from Givex's Transition Coordinator by email at TransitionCoordinator@givex.com.

The Company Meeting

The Company Meeting will be held at the offices of Wildeboer Dellelce LLP, 365 Bay Street, Suite 800, Toronto, Ontario, M5H 2V1 on **Friday, November 1, 2024**, at 10:00 a.m. (Toronto time).

The Shareholders Entitled to Vote

The record date for determining the Shareholder entitled to receive notice of and to vote at the Company Meeting is September 16, 2024. Only Shareholders of record as of the close of business (Toronto time) on the Record Date are entitled to receive notice of and to vote at the Company Meeting.

Purpose of the Company Meeting

The purpose of the Company Meeting is for Shareholders to consider and vote upon the Arrangement Resolution, the full text of which is set out in Schedule "A" to this Circular. Particulars of the subject matter relating to the Arrangement are described in this Circular under the heading "*The Arrangement*".

The Board unanimously recommends that Shareholders vote FOR the Arrangement Resolution.

Parties to the Arrangement

The Purchaser is a corporation governed by the OBCA and the Parent is a corporation governed by the laws of the State of Delaware. The Parent's head and registered office is located at 3501 Corporate Parkway, Center Valley, PA, 18034.

Givex is a corporation existing under the OBCA. Givex's head office and registered office is located at 134 Peter Street, Suite 1400, Toronto, Ontario, M5V 2H2. The Company Shares are listed for trading on the TSX under the symbol "GIVX" and on the OTCQX under the symbol "GIVXF".

Effects of the Arrangement

The purpose of the Arrangement is to effect the acquisition by the Purchaser of Givex. The Arrangement will take place on the terms contained in the Arrangement Agreement and the Plan of Arrangement. When the Arrangement is complete, the Purchaser will acquire all of the issued and outstanding Company Shares and Givex will become a wholly-owned subsidiary of the Purchaser. It is expected that the Company Shares will be delisted from the TSX with effect as promptly as practicable following the Effective Date and the Company will also apply to cease to be a reporting issuer in all jurisdictions in which it is a reporting issuer and thus terminate its public reporting obligations in Canada.

Shareholders

Under the terms of the Arrangement, Shareholders (other than any Dissenting Shareholders) will receive the Consideration, being $1.50 in cash per Company Share, in exchange for each Company Share held immediately prior to the Effective Time.

See "*The Arrangement – Description of the Arrangement*".

A Dissenting Shareholder who exercises Dissent Rights is entitled to be paid an amount equal to the fair value (determined as of the close of the last Business Day before the Arrangement Resolution is approved at the Company Meeting) of all, but not less than all, of such holder's Company Shares, provided the holder validly exercises its Dissent Rights and the Arrangement becomes effective.

See "*The Arrangement – Effects of the Arrangement – Shareholders*", *"Procedure for Exchange of Company Shares", "The Arrangement – Description of the Arrangement"* and "*The Arrangement – Dissent Rights"*.

Company Option Holders

Pursuant to the Arrangement, each Company Option outstanding immediately prior to the Effective Time will be deemed to be assigned and transferred by or on behalf of the holder to the Company in exchange for a cash payment from the Company equal to the amount, if any, by which (x) the Consideration exceeds (y) the exercise price per Company Share under such Company Option immediately prior to the closing of the Arrangement (less applicable withholdings) (and, for greater certainty, where such amount is a negative amount, neither the Company nor the Purchaser shall be obligated to pay the holder of such Company Option any amount in respect of such Company Option) and each such Company Option will thereafter be immediately cancelled.

See *"The Arrangement – Description of the Arrangement"*.

Company RSU Holders

Pursuant to the Arrangement, each Company RSU outstanding immediately prior to the Effective Time (whether vested or unvested) that is held by a Company RSU Holder shall be deemed to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to the Consideration, less applicable withholdings, and each such Company RSU shall thereafter be immediately cancelled.

See *"The Arrangement – Description of the Arrangement"*.

Company Warrant Holders

Pursuant to the Arrangement, each Company Warrant issued and outstanding immediately prior to the Effective Time shall be deemed to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to $0.25, being the amount by which (x) the Consideration exceeds (y) the exercise price of each Company Warrant, and each such Company Warrant shall thereafter be immediately cancelled.

See *"The Arrangement – Description of the Arrangement"*.

Company Broker Warrants

Pursuant to the Arrangement, each Company Broker Warrant issued and outstanding immediately prior to the Effective Time shall be deemed to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to $0.58, being the amount by which (x) the Consideration exceeds (y) the exercise price of each Company Broker Warrant, and each such Company Broker Warrant shall thereafter be immediately cancelled.

See *"The Arrangement – Description of the Arrangement"*.

Company Compensation Options

Pursuant to the Arrangement, each Company Compensation Option issued and outstanding immediately prior to the Effective Time shall be deemed to be assigned to the Company in exchange for a cash payment from the Company equal to $0.625, being the amount by which (x) the sum of (A) the Consideration, plus (B) $0.125, exceeds (y) the exercise price per unit of the Company under each Company Compensation Option, and each such Company Compensation Option shall thereafter be immediately cancelled.

See *"The Arrangement – Description of the Arrangement"*.

Shareholder Approval

The requisite approval for the Arrangement Resolution will be: (i) at least 66⅔% of the votes cast on the Arrangement Resolution by the Shareholders, voting as a single class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Company Share held; and (ii) a simple majority (more than 50%) of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Company Share held, and excluding any votes in respect of Company Shares that are required to be excluded pursuant to MI 61-101 (the "**Required Approval**").

The Arrangement Resolution must be approved by the Required Approval in order for Givex to seek the Final Order and implement the Arrangement on the Effective Date. See *"The Arrangement – Shareholder and Court Approvals"*.

The Arrangement

Background to the Arrangement

The Arrangement and the provisions of the Arrangement Agreement are the result of extensive arm's length negotiations conducted between representatives of the Parent, the Purchaser and Givex. A summary of the material events leading up to the negotiation of the Arrangement Agreement and the material meetings, negotiations and discussions between the Parties that preceded the execution and public announcement of the Arrangement Agreement is included in this Circular under the heading *"The Arrangement – Background to the Arrangement"*.

Recommendation of the Special Committee

The Special Committee was formed by the Board to review, assess and consider the Arrangement and any proposed alternative transactions to the Arrangement, to negotiate or direct the negotiations of the structure, terms or conditions of the Arrangement and the Arrangement Agreement and to make recommendations to the Board regarding the Arrangement.

After careful consideration, including a thorough review of, among other things, the factors described under the section titled "*The Arrangement – Reasons for the Board Recommendation*" in this Circular, and having consulted with its legal and financial advisors, the Special Committee unanimously determined that the Arrangement is fair to Shareholders and is in the best interests of Givex.

The Special Committee unanimously recommended that the Board approve the Arrangement and enter into the Arrangement Agreement and that the Board recommend that Shareholders vote in favour of the Arrangement Resolution.

See "*The Arrangement – Recommendation of the Special Committee*".

Recommendation of the Board

Acting upon the unanimous recommendation of the Special Committee, and after considering, among other things, the factors described under the section titled "*The Arrangement – Reasons for the Board Recommendation*" in this Circular, the Board has unanimously determined that the Arrangement is fair to Shareholders and is in the best interests of Givex.

Accordingly, the Board has approved the transactions contemplated by the Arrangement Agreement, and unanimously recommends that Shareholders vote <u>FOR</u> the Arrangement Resolution.

See *"The Arrangement – Recommendation of the Board"*.

Reasons for the Board Recommendation

In evaluating and approving the Arrangement and in making its determinations and recommendations, each of the Special Committee and the Board gave careful consideration to the expected future position of the business of Givex and all of the terms of the Arrangement Agreement and the Plan of Arrangement. The Special Committee and the Board considered a number of factors including, without limitation:

- *Significant Premium to Market Price*. Shareholders will be entitled to receive the Consideration under the Plan of Arrangement, which represents a 55% premium over the closing price of the Company Shares on the TSX on August 23, 2024, the last trading day prior to the announcement of the entering into of the Arrangement Agreement, and a 64% premium over the 20-day volume weighted average price of the Company Shares on the TSX for the period ended August 23, 2024.

- *Receipt by the Special Committee and the Board of the Fairness Opinion.* The Special Committee and the Board have received a Fairness Opinion from Canaccord Genuity, the financial advisor to Givex and the Special Committee, which has concluded, as of the date of such Fairness Opinion, and based upon and subject to the review, assumptions, qualifications, explanations, limitations and other matters described in connection with the preparation of the Fairness Opinion, the Consideration to be received under the Arrangement by the Shareholders is fair, from a financial point of view, to the Shareholders (other than any Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101). A copy of the Fairness Opinion is attached as Schedule "C" to this Circular. Shareholders are urged to review and consider the Fairness Opinion in its entirety.

- *Cash Consideration*. The Consideration to be paid pursuant to the Arrangement is all-cash, which allows Shareholders to immediately realize full value for their investment, providing certainty of value and immediate near-term liquidity.

- *Eliminates Future Execution Risk and Illiquidity*. The Arrangement removes the uncertainties to Shareholders associated with potential future operational challenges and performance of the Company, as well as the limited liquidity of the Company Shares. The Arrangement provides the Company with another solution to address the Company's ability to generate sufficient cash flows to fund near-term liquidity needs.

- *Parent Guarantee; No Financing Condition.* The Purchaser's obligations under the Arrangement Agreement are unconditionally guaranteed by Shift4, a large payment processing company, and the existing cash resources on its balance sheet. The Purchaser has represented that, as of the Effective Date, the Purchaser will have sufficient funds available to satisfy the full consideration to be paid pursuant to the Arrangement in accordance with the terms of the Arrangement Agreement and such funds will be deposited with the Depositary.

- *Voting Support Agreements with Significant Supporting Shareholders.* The directors, executive officers and certain significant shareholders of Givex, who collectively held approximately 57.5% of the outstanding Company Shares as at August 26, 2024, entered into the Voting Support Agreements pursuant to which they have agreed to, among other things, vote their Company Shares in favour of the Arrangement Resolution.

- *Special Committee Oversight.* The negotiation of the Arrangement was overseen and directed by the Special Committee which is comprised entirely of independent directors of Givex. The Special Committee and the Board were advised by highly qualified financial and legal advisors. The Special Committee unanimously recommended that the Board approve the Arrangement and enter into the Arrangement Agreement and that the Board recommend that Shareholders vote in favour of the Arrangement Resolution.

- *Court Approval.* The Arrangement Resolution must be approved by the Court, which will consider, among other things, the fairness and reasonableness of the Arrangement to Shareholders.

- *Deal Certainty; Limited Number of Conditions*. The Purchaser's obligation to complete the Arrangement is subject to a limited number of conditions that the Board believes are reasonable in the circumstances. The

Arrangement is not subject to any financing condition or due diligence condition nor is it subject to obtaining any Regulatory Approval.

- *Comprehensive Negotiations Leading to Increased Consideration*. The Arrangement Agreement is the result of a rigorous arm's length negotiation process, with the oversight and participation of the Special Committee and the financial and legal advisors of the Company and the Special Committee, which resulted in the Consideration increasing by 50% from the First IOI to the Final IOI.

- *Alternatives to the Arrangement*. The Special Committee and the Board concluded, after a thorough review and after receipt of advice from Canaccord Genuity, that the cash Consideration offered to Shareholders under the Arrangement is more favourable to such Shareholders than the potential value that might have resulted from alternatives reasonably available to Givex. The Board considered the possibility that, if it declined to approve the Arrangement Agreement, there may not be another opportunity for Shareholders to receive comparable value in another transaction.

- *Dissent Rights*. Registered Shareholders who do not vote in favour of the Arrangement will have the right to require a judicial appraisal of their Company Shares and obtain fair value pursuant to the proper exercise of Dissent Rights.

- *Ability and Timing to Close the Arrangement*. The Company and its Board and Special Committee believe that the Parties are committed to completing the Arrangement and anticipate that the Parties will be able to complete the Arrangement, in accordance with the terms of the Arrangement Agreement, within a reasonable time and in any event prior to the Outside Date.

- *Reasonable Termination Payment*. The Termination Fee, which is payable by the Company to the Purchaser if the Arrangement Agreement is terminated under certain circumstances, including where the Company terminates the Arrangement Agreement in order to enter into a written agreement with respect to a Superior Proposal, is considered appropriate in the circumstances as an inducement for the Purchaser and Parent to enter into the Arrangement Agreement and, in the view of the Special Committee and the Board, the Termination Fee would not preclude the possibility of a third party making a Superior Proposal.

See *"The Arrangement – Reasons for the Board Recommendation" and* Schedule "C" – "*Fairness Opinion of Canaccord Genuity Corp.*" to this Circular.

The reasons of the Special Committee and the Board for recommending the Arrangement include certain assumptions relating to forward-looking statements, and such information and assumptions are subject to various risks. See *"Cautionary Statement Regarding Forward-Looking Statements"* and *"Risk Factors – Risk Factors Relating to the Arrangement"* in this Circular.

Description of the Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Plan of Arrangement, the form of which is attached as Schedule "B" – "*Plan of Arrangement*" of this Circular.

If approved, the Arrangement will become effective at the Effective Time and will be binding at and after the Effective Time on each of Givex, the Purchaser, the Parent, all holders and beneficial owners of Company Shares and Company Convertible Securities, including Dissenting Shareholders, the registrar and transfer agent of the Company and the Depositary.

The following is a summary of the key events or transactions that will occur and will be deemed to occur in the following sequence without any further act or formality commencing at the Effective Time:

(a) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company Option Plan, shall be, and shall be deemed to be, unconditionally vested and exercisable, and such Company Option shall, without any further action by or on behalf of the holder of such Company Option, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Option In-the-Money Amount of such Company Option, less applicable withholdings (and, for greater certainty, where such amount is a negative amount, neither the Company nor the Purchaser shall be obligated to pay the holder of such Company Option any amount in respect of such Company Option), and each such Company Option shall immediately be cancelled and the holder of such Company Option shall cease to be a holder of such Company Option and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to the Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(b) each Company RSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company RSU Plan, shall, without any further action by or on behalf of the holder of such Company RSU, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Consideration, less applicable withholdings, and each such Company RSU shall immediately be cancelled and the holder of such Company RSU shall cease to be a holder of such Company RSU and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to the Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(c) each Company Warrant outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder of such Company Warrant, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Warrant In-the-Money Amount of such Company Warrant, and each such Company Warrant shall immediately be cancelled and the holder of such Company Warrant shall cease to be a holder of such Company Warrant and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to the Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(d) each Company Broker Warrant outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder of such Company Broker Warrant, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Broker Warrant In-the-Money Amount of such Company Broker Warrant, and each such Company Broker Warrant shall immediately be cancelled and the holder of such Company Broker Warrant shall cease to be a holder of such Company Broker Warrant and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to the Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(e) each Company Compensation Option outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder of such Company Compensation Option, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Compensation Option In-the-Money Amount of such Company Compensation Option, and each such Company Compensation Option shall immediately be cancelled and the holder of such Company Compensation Option shall cease to be a holder of such Company Compensation Option and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to the Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(f) the Company Option Plan, the Company RSU Plan, the Company Warrant Indenture and all agreements relating to the Company Options, Company RSUs, Company Warrants, Company Broker Warrants and Company Compensation Options shall be terminated and shall be of no further force and effect;

(g) each of the Company Shares held by Dissenting Shareholders in respect of which Dissent Rights have been validly exercised shall be, and shall be deemed to be, transferred without any further act or formality to the Purchaser in consideration for a debt claim against the Purchaser for the amount determined in accordance with the Plan of Arrangement, and:

(i) such Dissenting Shareholders shall cease to be the holders of such Company Shares and to have any rights as holders of such Company Shares other than the right to be paid fair value by the Purchaser for such Company Shares as set out in the Plan of Arrangement;

(ii) such Dissenting Shareholders' names shall be removed as the holders of such Company Shares from the registers of Company Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Company Shares free and clear of all Liens, and shall be entered in the register of Company Shares maintained by or on behalf of the Company; and

(h) each Company Share outstanding immediately prior to the Effective Time, other than Company Shares deemed to be transferred by a Dissenting Shareholder to the Purchaser pursuant to the Plan of Arrangement and any Company Shares held by the Purchaser and any of its affiliates immediately prior to the Effective Time, shall, without any further action by or on behalf of the holder of such Company Share, be, and shall be deemed to be, assigned and transferred by the holder thereof to the Purchaser in exchange for the Consideration, and:

(i) the holders of such Company Shares shall cease to be the holders of such Company Shares and to have any rights as holders of such Company Shares other than the right to be paid the Consideration by the Purchaser in accordance with the Plan of Arrangement;

(ii) such holders' names shall be removed from the register of the Company Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Company Shares free and clear of all Liens, and shall be entered in the register of the Company Shares maintained by or on behalf of the Company.

See the Plan of Arrangement attached as Schedule "B" – "*Plan of Arrangement*" for additional information.

Guarantee of the Parent

Under the Arrangement Agreement, the Parent has unconditionally, absolutely and irrevocably guaranteed in favour of Givex all of the obligations of the Purchaser under the Arrangement Agreement and the Plan of Arrangement. See *"The Arrangement – Guarantee of the Parent"*.

Fairness Opinion

Canaccord Genuity delivered its Fairness Opinion to the Special Committee and Board on August 25, 2024. Pursuant to the Fairness Opinion, Canaccord Genuity determined that, as of August 25, 2024 and based upon and subject to the review, assumptions, qualifications, explanations, limitations and other matters described therein, the Consideration to be received under the Arrangement by the Shareholders is fair, from a financial point of view, to the Shareholders (other than any Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101). The full text of the Fairness Opinion, setting out the assumptions made, matters considered and limitations, explanations and qualifications on the review undertaken in connection with the Fairness Opinion, is attached as Schedule "C"– "*Fairness Opinion of Canaccord Genuity Corp.*" to this Circular.

The Fairness Opinion was provided solely for the use of the Special Committee and the Board in their consideration of the Arrangement and is not a recommendation to any Shareholder as to how to vote or act on any matter relating to the Arrangement.

Givex encourages Shareholders to read the Fairness Opinion carefully and in its entirety. The summary of the Fairness Opinion in this Circular is qualified in its entirety by reference to the full text of the Fairness Opinion.

See *"The Arrangement – Fairness Opinion"* of this Circular.

The Arrangement Agreement

The Arrangement will be effected in accordance with the Arrangement Agreement, the full text of which may be viewed on SEDAR+ at www.sedarplus.ca under Givex's profile, and the Plan of Arrangement. A summary of the material terms of the Arrangement Agreement, including a summary of the Termination Amount that is payable by Givex to the Purchaser in the event that the Arrangement is not completed under certain circumstances, is set out under the heading *"The Arrangement Agreement – Termination Amounts"* in this Circular and is subject to and qualified in its entirety by the full text of the Arrangement Agreement, which is incorporated by reference in this Circular.

The Voting Support Agreements

Each of the Supporting Shareholders have entered into Voting Support Agreements with the Purchaser and the Parent in respect of Company Shares representing, in the aggregate, approximately 57.5% of the outstanding Company Shares as at August 26, 2024. The Voting Support Agreements set forth, among other things, the agreement of such Supporting Shareholders to vote their Company Shares in favour of the Arrangement Resolution at the Company Meeting and any matters related to the Arrangement, as contemplated by the Arrangement Agreement.

A summary of the key terms of the Voting Support Agreements is included under the heading "*The Voting Support Agreements*" of this Circular.

Court Approval of the Arrangement

The Arrangement requires approval by the Court under Section 182 of the OBCA.

On October 1, 2024, Givex obtained the Interim Order providing for the calling, holding and conducting of the Company Meeting and other procedural matters. A Notice of Application for a Final Order approving the Arrangement has been filed. Copies of the Interim Order and the Notice of Application for Final Order are attached as Schedule "D" and Schedule "F", respectively, to this Circular. The Interim Order does not constitute approval of the Plan of Arrangement.

The Court hearing in respect of the Final Order is expected to take place at 10:00 a.m. (Toronto time) on November 5, 2024, or as soon thereafter as counsel for Givex may be heard, by Zoom.

The authority of the Court in respect of the Arrangement is very broad. The Court may make any order it considers appropriate with respect to the Arrangement. At the Final Order hearing, the Court will consider, among other things, the fairness of the terms and conditions of the Arrangement and the rights and interests of every person affected. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit. Any amendment made by the Court to the Plan of Arrangement is only effective if it is agreed to by each of the Company and the Purchaser, each acting reasonably.

Under the terms of the Interim Order, each Shareholder will have the right to appear and make submissions at the application for the Final Order. Any person desiring to appear at the hearing of the application for the Final Order may do so but must comply with certain procedural requirements described in the Interim Order and in the Notice of Application for Final Order, including filing an appearance with the Court registry and serving such appearance on Givex's counsel at the address set out below, no later than 10:00 a.m. (Toronto time) on October 30, 2024:

to Givex's counsel:

Wildeboer Dellelce LLP
365 Bay Street
Suite 800
Toronto, Ontario, M5H 2V1

Attention: Jeff Hergott
Email: jhergott@wildlaw.ca

with a copy to:

Torys LLP
79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario, M5K 1N2

Attention: Andrew Gray
Email: agray@torys.com

and

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario, M5X 1A4

Attention: Joseph Blinick/William Bortolin
Email: blinickj@bennettjones.com / bortolinw@bennettjones.com

Shareholders who wish to participate in or be represented at the Court hearing for the Final Order should consult their legal advisors as to the necessary requirements.

See the Plan of Arrangement attached as Schedule "B" – "*Plan of Arrangement*" for additional information.

Procedure for Exchange of Securities

Letter of Transmittal

A Letter of Transmittal and Warrant Letter of Transmittal is being mailed, together with this Circular, to each person who was a Registered Shareholder or Registered Company Warrant Holder on the Record Date. Each person who is a Registered Shareholder or Registered Company Warrant Holder immediately prior to the Effective Time must forward a properly completed and signed Letter of Transmittal or Warrant Letter of Transmittal, as applicable, along with the accompanying Company Share certificate(s), Company Warrant certificate(s), or DRS Advice, if applicable, to the Depositary in order to receive the Consideration to which such Shareholder or Company Warrant Holder is entitled under the Arrangement. It is recommended that Registered Shareholders and Registered Company Warrant Holders complete, sign and return the Letter of Transmittal or Warrant Letter of Transmittal, as applicable, along with the accompanying Company Share certificate(s), Company Warrant certificate(s), or DRS Advice, if applicable, to the Depositary as soon as possible. Should the Arrangement not proceed for any reason, the deposited Company Share certificate(s), Company Warrant certificate(s), DRS Advice, or other relevant documents will be returned in accordance with the instructions provided by the holder in the Letter of Transmittal or Warrant Letter of Transmittal.

Shareholders whose Company Shares are registered in the name of a nominee (bank, trust company, securities broker, investment dealer or other nominee) should contact that nominee for assistance in depositing their Company Shares.

All Shareholders and Company Warrant Holders are encouraged to submit their Letter of Transmittal or Warrant Letter of Transmittal, applicable online on Odyssey Trust Company's portal at: https://login.odysseytrust.com/calogin.

See *"Procedure for Exchange of Company Shares – Letter of Transmittal"*.

Cancellation of Rights after Three Years

To the extent that a Former Shareholder or Former Company Warrant Holder has not complied with the provisions of the Arrangement described under the heading *"Procedure for Exchange of Company Shares and Warrants – Exchange Procedure"* on or before the date that is three years after the Effective Date, then any cash which such Former Shareholder or Former Company Warrant Holder was entitled will be returned to the Purchaser, and the interest of the Former Shareholder or Former Company Warrant Holder in such cash to which it was entitled will be terminated.

See *"Procedure for Exchange of Company Shares and Warrants – Cancellation of Rights after Three Years"*.

Dissent Rights

Registered Shareholders as of the Record Date have Dissent Rights with respect to the Arrangement. Registered Shareholders who wish to exercise their Dissent Rights must: (a) deliver a written notice of dissent to the Arrangement Resolution to Givex, by mail to: Givex Corp., Attention: Transition Coordinator, 134 Peter Street, Suite 1400, Toronto, Ontario, M5V 2H2, by no later than 4:30 p.m. (Toronto time) on October 30, 2024, or the date that is two (2) Business Days immediately preceding the date of any adjournment or postponement of the Company Meeting; (b) not have voted in favour of the Arrangement Resolution; and (c) otherwise have complied with the provisions of Section 185 of the OBCA, as modified and supplemented by the Interim Order, the Plan of Arrangement and any other order of the Court. In addition to any other restrictions under Section 185 of the OBCA (as modified or supplemented by the Interim Order, the Plan of Arrangement and any other order of the Court), Non-Registered Shareholders and holders of securities convertible for Company Shares (including Company Options) are not entitled to exercise Dissent Rights.

A Registered Shareholder's failure to strictly comply with the procedures set forth in Section 185 of the OBCA, as modified or supplemented by the Interim Order, Plan of Arrangement and any other order of the Court, will result in the loss of such Registered Shareholder's Dissent Rights.

It is very important that you strictly comply with these requirements if you wish to dissent.

See *"The Arrangement – Dissent Rights"*.

Income Tax Considerations

Shareholders should consult their own tax advisors about the applicable Canadian or U.S. federal, provincial, state and local tax, and other foreign tax, consequences of the Arrangement having regard to their own circumstances.

For a summary of certain material Canadian income tax consequences of the Arrangement to Shareholders, see *"Certain Canadian Federal Income Tax Considerations"*. This summary does not address the tax consequences of the Arrangement to holders of Company Convertible Securities. Such holders should consult their own tax advisors in this regard.

Shareholders in the United States should be aware that the Arrangement described in this Circular may have tax consequences in both the United States and Canada. Shareholders who are resident in, or citizens of, the United States are advised to consult their own tax advisors to determine the particular Canadian and United States tax consequences to them of the Arrangement in light of their particular situation, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local, or other taxing jurisdiction.

Canadian Securities Laws

A general overview of certain requirements of Canadian Securities Laws that may be applicable to Shareholders is included in this Circular under the heading "*Securities Law Matters – Canadian Securities Laws*".

Givex is a reporting issuer in the Provinces of Ontario, British Columbia and Alberta. The Company Shares are currently listed on the TSX. Following completion of the Arrangement, Givex will become a wholly-owned subsidiary of the Purchaser and it is anticipated that the Company will apply to the applicable Canadian securities regulators to have Givex cease to be a reporting issuer and have the Company Shares delisted from the TSX.

Multilateral Instrument 61-101

Givex is subject to MI 61-101. MI 61-101 is intended to regulate certain transactions to ensure the protection and fair treatment of Minority Shareholders.

Under MI 61-101, Givex is required to obtain "minority approval" for the Arrangement Resolution, excluding "affected securities" beneficially owned or over which control or direction is exercised by, among others (i) an "interested party", and (ii) subject to certain exceptions, a "related party" of an "interested party".

Based on the information available to Givex, for the purposes of obtaining minority approval of the Arrangement Resolution pursuant to MI 61-101, an aggregate of 40,091,776 Company Shares (representing approximately 30.27% of the issued and outstanding Company Shares as of the Record Date) are required to be excluded for the purposes of obtaining the minority approval of the Arrangement Resolution.

See "*Securities Law Matters – Canadian Securities Laws*" and "*Interests of Directors and Officers of Givex in the Arrangement*" section of this Circular.

Regulatory Matters

A general overview of certain regulatory requirements that may be applicable to the Arrangement and Shareholders is included in this Circular under the heading "*Regulatory Matters*".

Interests of Certain Persons in the Arrangement

In considering the recommendation of the Board, Shareholders should be aware that certain members of the Board and officers of Givex have interests in the Arrangement or may receive benefits that may differ from, or be in addition to, the interests of Shareholders generally.

Except as otherwise disclosed in the Circular, all benefits received, or to be received, by directors or officers of Givex as a result of the Arrangement are, and will be, solely in connection with their services as directors or employees of Givex. No benefit has been, or will be, conferred for the purpose of increasing the value of consideration payable to any such person for any Company Shares, Company RSUs, Company Warrants, Company Broker Warrants, Company Options or Company Compensation Options, nor is it, or will it be, conditional on the person supporting the Arrangement.

See *"Interests of Directors and Officers of Givex in the Arrangement"*.

GENERAL PROXY INFORMATION

Date, Time and Place of Company Meeting

This Circular and the accompanying Form of Proxy are furnished in connection with the solicitation of proxies by management of the Company for use at the Company Meeting to be held in person at Wildeboer Dellelce Place, 365 Bay Street, Suite 800, Toronto, Ontario, M5H 2V1 on **Friday, November 1, 2024** at 10:00 a.m. (Toronto time), and at any adjournment or postponement thereof.

Purpose of the Company Meeting

The purpose of the Company Meeting is for Shareholders to consider, and, if deemed advisable, to pass, with or without variation, the Arrangement Resolution, the full text of which is set out in Schedule "A" to this Circular.

Particulars of the subject matter relating to the Arrangement are described in this Circular under the heading *"The Arrangement"*. Shareholders are urged to closely review the information in this Circular.

Management of Givex and the Board recommend that Shareholders vote FOR the Arrangement Resolution.

Shareholders Entitled to Vote

At the Company Meeting, Registered Shareholders are entitled to vote on the Arrangement Resolution either by attending in person or by appointing a proxy. The Board has fixed September 16, 2024 as the Record Date for determining the Shareholders who are entitled to receive notice of and vote at the Company Meeting. Only Registered Shareholders whose names have been entered in the applicable registers of Givex as at 5:00 p.m. (Toronto time) on the Record Date will be entitled to receive notice of and vote at the Company Meeting. No other Shareholders are entitled to vote at the Company Meeting.

Pursuant to the Interim Order, the quorum required for the transaction of business at the Company Meeting is not less than 5% of the Company Shares entitled to vote at the Company Meeting, present in person or represented by proxy.

As at the Record Date, 132,465,415 Company Shares were issued and outstanding. Each Company Share carries the right to one vote on all matters to come before the Company Meeting, including the Arrangement Resolution. As at the Record Date, 40,091,776 Company Shares were held by the Minority Shareholders.

To the knowledge of the directors and officers of Givex, no person beneficially owns or exercises control or direction over Company Shares carrying 10% or more of the aggregate voting rights of the Company Shares, other than:

Beneficial Holder Name	Number of Company Shares	Percentage of Holdings(1)	Number of Company Options	Percentage of Holdings(2)
Don Gray(3)(4)	38,265,076	28.89%	1,350,000	17.42%
JPE Trust(5)	18,630,660	14.06%	Nil.	N/A

Notes:

(1) As of the date of this Circular, 132,465,415 Company Shares are issued and outstanding.

(2) As of the date of this Circular, 7,747,800 Company Options are issued and outstanding.

(3) 38,265,076 Company Shares are owned by Krane & Company Inc., a corporation solely owned by Drake and Noseworthy Trust, of which Don Gray and Debra Demeza are beneficiaries. Debra Demeza also separately owns an additional 1,826,700 Company Shares, which additional Company Shares represent approximately 1.38% of the total number of Company Shares outstanding as at the Record Date, and together with the Company Shares through Krane & Company represents an aggregate total of 40,091,776 Company Shares, representing 30.27% of the total number of Company Shares outstanding as at the Record Date.

(4) Debra Demeza also holds 250,000 Company Options; each Company Option exercisable to purchase one Company Share pursuant to the Company Option Plan adopted November 25, 2021.

(5) JPE Trust, which beneficially owns 18,630,660 Company Shares through Inter.Act Venture Fund Inc. RBC Trustees (Jersey) Limited is the trustee of the JPE Trust.

Each Registered Shareholder has the right to appoint a proxyholder to attend and act on its behalf at the Company Meeting or any adjournment or postponement thereof. A Registered Shareholder can appoint a person or company other than the persons designated by management of Givex (the "Givex Management Proxyholders") in the enclosed Form of Proxy by striking out the names of the Givex Management Proxyholders and by inserting the desired person's name in the blank space provided or by executing a proxy in a form similar to the applicable enclosed Form of Proxy.

Voting By Registered Shareholders The following instructions are for Registered Shareholders only. Registered Shareholders should carefully read and consider the information contained in this Circular.

If you are a Non-Registered Shareholder, please read the information under the heading *"General Proxy Information – Voting by Non-Registered Shareholders"* below and follow your nominee's (bank, trust company, securities broker, investment dealer or other nominee) instructions on how to vote your Company Shares.

Voting at the Company Meeting

Registered Shareholders may vote in person at the Company Meeting or may appoint another person to represent such Registered Shareholder as proxyholder and to vote in person the Company Shares of such Registered Shareholder at the Company Meeting. Non-Registered Shareholders who wish to vote in person at the Company Meeting should be appointed as their own proxyholder for the Company Meeting in accordance with the instructions provided by their intermediaries. Shareholders can attend the Company Meeting in person at the Wildeboer Dellelce LLP, 365 Bay Street, Suite 800, Toronto, Ontario M5H 2V1 on November 1, 2024 at 10:00 a.m. (Toronto time). Voting at the Company Meeting will only be available for Registered Shareholders and duly appointed proxyholders. Accordingly, Non-Registered Shareholders who wish to vote at the Company Meeting must carefully read the instructions herein to duly appoint themselves as proxyholder in order to participate in and vote at the Company Meeting.

If you are a Registered Shareholder, to ensure your vote is counted, you should complete and return the enclosed Form of Proxy as soon as possible even if you plan to attend the Company Meeting.

Even if you return a proxy, you can still attend the Company Meeting and vote in person, in which case you will need to instruct the chair at the Company Meeting to cancel your proxy.

Voting by Proxy

If you are a Registered Shareholder, but do not plan to attend the Company Meeting, you may vote by using a proxy to appoint someone to attend the Company Meeting as your proxyholder. The person you appoint does not need to be a Shareholder to attend and act on your behalf at the Company Meeting.

What do I need to do now in order to vote at the Company Meeting?

You should carefully read and consider the information contained in this Circular. Registered Shareholders should then complete, sign, date and return the enclosed Form of Proxy in the enclosed return envelope or by facsimile as indicated in the Form of Proxy as soon as possible so that your Company Shares may be represented at the Company Meeting.

What is a proxy?

A proxy is a document that authorizes another person to attend the Company Meeting and cast votes at the Company Meeting on behalf of a Registered Shareholder. If you are a Registered Shareholder, you can use the Form of Proxy accompanying this Circular.

Duly appointed proxyholders who plan to attend and vote in person at the Company Meeting must register with Givex's Transfer Agent, Odyssey Trust Company, when they arrive at the Company Meeting to ensure that their vote will be counted. If a duly appointed proxyholder is declined access to the Company Meeting due to public health concerns or protocols, such proxyholder will be given an opportunity to leave their completed ballot with the scrutineer outside of the Company Meeting.

See section *"General Proxy Information - Appointment of a Third Party as Proxy"*.

How do I deposit a proxy?

There are two ways for Registered Shareholders to deposit a proxy before the Company Meeting:

(1) Proxy by Mail: Return a duly completed and executed Form of Proxy and return it in the envelope provided for that purpose to Odyssey Trust Company, Attention: Proxy Department, Traders Bank Building, Suite 702, 67 Yonge St, Toronto, Ontario M5E 1J8.

(2) Internet Voting: Go to https://vote.odysseytrust.com and follow the instructions on the screen. Votes cast electronically are in all respects equivalent to, and will be treated in the exact same manner as, votes cast via a paper form of proxy. The control number to be used for voting online is printed on the Form of Proxy.

Proxies, whether submitted by mail or Internet as described above, must be received by Odyssey Trust Company not later than 10:00 a.m. (Toronto time) on Wednesday, October 30, 2024, or not later than 48 hours (other than a Saturday, Sunday or holiday) immediately preceding the time of the Company Meeting (as it may be adjourned or postponed from time to time). The deadline for the deposit of proxies may be waived or extended by the Chair of the Company Meeting at the Chair's discretion, without notice. The proxy must be in writing and signed by the Shareholder or by the Shareholder's attorney, duly authorized in writing or, if the Shareholder is a corporation, the written notice must be executed by its duly authorized officer or attorney. If a Shareholder votes via the Internet, they do not return their form of proxy.

How will a proxyholder vote?

If you mark on the Form of Proxy how you want to vote on the Arrangement Resolution (by checking **FOR** or **AGAINST**), your proxyholder must vote your Company Shares as instructed.

If your proxy does NOT specify how to vote on the Arrangement Resolution and you have authorized the persons named in the accompanying Form of Proxy (who are officers and/or directors of Givex) to act as your proxyholder, your Company Shares will be voted at the Company Meeting FOR the Arrangement Resolution.

If any amendments are proposed to the Arrangement Resolution, or if any other matters properly arise at the Company Meeting in relation to the Arrangement Resolution, your proxyholder will have the discretion to vote your Company Shares as he, she or it sees fit.

Should I send in my proxy now?

Yes. To ensure the Arrangement Resolution is passed, you should complete and submit the applicable enclosed Form of Proxy or, if applicable, provide your nominee (bank, trust company, securities broker, investment dealer or other nominee) with voting instructions. See *"General Proxy Information – Voting by Registered Shareholders – Voting by Proxy"*.

Can I revoke a proxy or voting instruction?

Yes. If you are a Registered Shareholder and have returned a Form of Proxy, you may revoke it by:

(1) completing and signing another Form of Proxy with a later date and delivering it to Odyssey Trust Company, by mail at Traders Bank Building, Suite 702, 67 Yonge St, Toronto, Ontario M5E 1J8 (Attention: Proxy Department), before: (a) 10:00 a.m. (Toronto time) on October 30, 2024; or (b) if the Company Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Company Meeting;

(2) delivering a written statement revoking the original proxy or voting instruction, signed by you or your authorized representative, to Jeff Hergott, Counsel to Givex, at Wildeboer Dellelce LLP, 365 Bay Street, Suite 800, Toronto, Ontario M5H 2V1 any time up to and including the last business day preceding the date of the Company Meeting, or any adjournment thereof at which the proxy is to be used, or deposited with the chair of the Company Meeting on the day of the Company Meeting, or any adjournment thereof;

(3) attending the Company Meeting in person (or where the Shareholder is a corporation, its authorized representative may attend), revoking the proxy (by indicating such intention to the chair of the Company Meeting before the proxy is exercised) and voting in person (or withholding from voting);

(4) voting again online at https://vote.odysseytrust.com using the control number printed on their Form of Proxy, for Shareholders who originally voted through the internet, before 10:00 a.m. (Toronto time) on October 30, 2024, or at least 48 hours, excluding Saturdays, Sundays and statutory holidays, before any adjournment or postponement of the Company Meeting; or

(5) any other manner permitted by law.

If you are a Non-Registered Shareholder, contact your nominee.

Are Shareholders entitled to Dissent Rights?

Under the Interim Order, Registered Shareholders are entitled to Dissent Rights in respect of the Arrangement only if they follow the procedures specified in the OBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court. If you wish to exercise Dissent Rights, you should review the requirements summarized in this Circular carefully and consult with your legal counsel. See *"The Arrangement – Dissent Rights"*. In addition to any other restrictions under Section 185 of the OBCA (as modified or supplemented by the Interim Order, the Plan of Arrangement and any other order of the Court), Non-Registered Shareholders and none of the following will be entitled to exercise Dissent Rights: (i) holders of Company Convertible Securities; and (ii) Shareholders who vote or have instructed a proxyholder to vote such Company Shares in favour of the Arrangement Resolution (but only in respect of such Company Shares).

Who can help answer my questions?

Shareholders who would like additional copies, without charge, of this Circular or have additional questions about the Arrangement, including the procedures for voting Company Shares, should contact their nominee (bank, trust company, securities broker, investment dealer or other nominee) or Transition Coordinator of Givex by email at: TransitionCoordinator@givex.com.

Appointment of a Third Party as Proxy

The following applies to Shareholders who wish to appoint someone as their proxy other than the Givex proxyholders named in the Form of Proxy or voting instruction form. This includes Non-Registered Shareholders who wish to appoint themselves as their proxy to attend, participate, vote or ask questions at the Company Meeting. Shareholders who wish to appoint someone other than the Givex proxyholders as their proxy to attend the Company Meeting as their proxy and vote their common shares MUST submit their Form of Proxy or voting instruction form, as applicable, appointing that person as their proxy AND the proxyholder must register with Givex's Transfer Agent, Odyssey Trust Company.

- **Step 1: Submit your proxy or voting instruction form**: To appoint someone other than the Givex proxyholders as your proxy, insert that person's name in the blank space provided in the Form of Proxy or voting instruction form (if permitted) and follow the instructions for submitting such Form of Proxy or voting instruction form. If you are a Non-Registered Shareholder and wish to vote at the Company Meeting, you have to insert your own name in the space provided on the voting instruction form sent to you by your Intermediary or Broadridge and follow all of the applicable instructions provided by your Intermediary or Broadridge. By doing so, you are instructing your Intermediary or Broadridge to appoint you as your proxy.

It is important that you comply with the signature and return instructions provided to you by your Intermediary or Broadridge. See the section below entitled *"Voting by Non-Registered Shareholders"*. If you are a Non-Registered Shareholder located in the United States and wish to vote at the Company Meeting or, if permitted, appoint a third party as your proxy, in addition to the steps described below in the section entitled *"Voting at the Company Meeting"*, you must obtain a valid legal proxy from your broker, bank or other agent. Follow the instructions from your broker, bank or other agent included with the legal Form of Proxy and the voting information form sent to you, or contact your Intermediary to request the legal Form of Proxy or a legal proxy if you have not received one. After obtaining a valid legal proxy from your broker, bank or other agent, you must then submit such legal proxy to the Odyssey Trust Company. Requests for registration from Non-Registered Shareholders located in the United States that wish to vote at the Company Meeting or, if permitted, appoint a third party as their proxy must be sent (i) by mail or by courier to: Odyssey Trust Company, Attention: Proxy Department, Traders Bank Building, Suite 702, 67 Yonge St, Toronto, Ontario M5E 1J8, and in both cases, must be labelled "Legal Proxy" or (ii) by email at appointee@odysseytrust.com and received no later than 10:00 a.m. (Toronto Time) on Wednesday, October 30, 2024 or at least 48 hours, excluding Saturdays, Sundays and holidays before any adjournment or postponement of the Company Meeting. You will receive a confirmation of your registration by email after we receive your registration materials.

- **Step 2: Proxyholder Registration**: Duly appointed proxyholders who plan to attend and vote in person at the Company Meeting must register with Givex's Transfer Agent, Odyssey Trust Company, when they arrive at the Company Meeting to ensure that their vote will be counted. Duly appointed proxyholders should bring personal identification to the Company Meeting to register with the Transfer Agent.

Voting By Non-Registered Shareholders

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold Company Shares in their own name and thus are considered Non-Registered Shareholders. You are a Non-Registered Shareholder (as opposed to a Registered Shareholder) if your Company Shares are (i) in the name of an intermediary (an "**Intermediary**") (including, among others, banks, trust companies, securities dealers, brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans) that the Non-Registered Shareholder deals with in respect of the Company Shares, or (ii) in the name of a clearing agency (such as the Canadian Depository for Securities Limited) of which the Intermediary is a participant. In accordance with Canadian Securities Laws, Givex has distributed copies of the Notice of Meeting and this Circular to the clearing agencies and Intermediaries for onward distribution to Non-Registered Shareholders. Intermediaries are required to forward the Notice of Meeting and this Circular to Non-Registered Shareholders unless a Non-Registered Shareholder has waived the right to receive them. Typically, Intermediaries will use a service company to forward such materials to Non-Registered Shareholders. The majority of Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge.

Non-Registered Shareholders will receive from an Intermediary either voting instruction forms or, less frequently, forms of proxy. The purpose of these forms is to permit Non-Registered Shareholders to direct the voting of the Company Shares they beneficially own. Non-Registered Shareholders should follow the procedures set out below, depending on which type of form they receive. Givex has elected to pay for the delivery of the Company Meeting materials to "OBOs" of Company Shares.

Voting Instruction Form

In most cases, a Non-Registered Shareholder will receive, as part of the materials for the Company Meeting, a voting instruction form. If the Non-Registered Shareholder does not wish to attend and vote at the Company Meeting (or have another person attend and vote on the Non-Registered Shareholder's behalf), the voting instruction form must be completed, signed and returned in accordance with the directions on such form. If a Non-Registered Shareholder wishes to attend and vote at the Company Meeting (or have another person attend and vote on the Non-Registered Shareholder's behalf), the Non-Registered Shareholder must complete, sign and return the voting instruction form in accordance with the directions provided.

Additionally, there are two kinds of Non-Registered Shareholders: (i) those who object to their name being made known to the issuers of securities which they own, known as objecting beneficial owners or “OBOs”; and (ii) those who do not object to their name being made known to the issuers of securities which they own, known as non-objecting beneficial owners or “NOBOs”. Givex may utilize the Broadridge QuickVote™ service to assist Non-Registered Shareholders that are NOBOs with voting their Company Shares.

Forms of Proxy

Less frequently, a Non-Registered Shareholder will receive, as part of the materials for the Company Meeting, a form of proxy that have already been signed by the intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of Company Shares beneficially owned by the Non-Registered Shareholder, but which is otherwise uncompleted. If the Non-Registered Shareholder does not wish to attend and vote at the Company Meeting (or have another person attend and vote on the Non-Registered Shareholder’s behalf), the Non-Registered Shareholder must complete a Form of Proxy and deliver it to Odyssey Trust Company not later than 10:00 a.m. (Toronto time) on Wednesday, October 30, 2024, or not later than 48 hours (other than a Saturday, Sunday or holiday) immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time). The time limit for the deposit of proxies may be waived or extended by the Chair of the Company Meeting at the Chair’s discretion, without notice.

Only Registered Shareholders or the persons they appoint as their proxies are permitted to vote at the Company Meeting. If a Non-Registered Shareholder wishes to attend and vote at the Company Meeting (or have another person attend and vote on the Non-Registered Shareholder’s behalf), the Non-Registered Shareholder must strike out the names of the persons named in the Form of Proxy and insert the Non-Registered Shareholder’s (or such other person’s) name in the blank space provided and return the Form of Proxy in accordance with the instructions provided by the intermediary.

Non-Registered Shareholders should follow the instructions on the forms they receive and contact their intermediaries.

Solicitation of Proxies

Whether or not you plan to attend the Company Meeting, management of Givex, with the support of the Board, requests that you fill out your Form of Proxy or proxies to ensure your votes are cast at the Company Meeting. This solicitation of your proxy or proxies (your vote) is made on behalf of management.

It is expected that the solicitation of proxies will be made primarily by mail, but proxies may also be solicited personally or by telephone, email, internet, fax or other electronic or other means of communication by directors, officers, employees, agents or other representatives of Givex.

Questions

Shareholders who would like additional copies, without charge, of this Circular or have additional questions about the Arrangement, including the procedures for voting Company Shares, should contact their nominee (bank, trust company, securities broker, investment dealer or other nominee) or Transition Coordinator of Givex by email at TransitionCoordinator@givex.com.

INFORMATION CONCERNING GIVEX CORP.

General

Givex is a technology and software solutions provider focused on the transactions that occur between a merchant and their customer. Givex currently develops, sells, installs and supports five key types of tech solutions for its merchant clients:

- Customer Engagement Solutions;

- Enterprise POS;
- Payment Processing Solutions;
- Integrations Solutions; and
- Analytics.

Givex's merchant clients can use one or all of these services, as all five solutions products are designed and built to work together on the Givex Platform. Givex's merchant client base consists of retail, hospitality and restaurant businesses, stadium, grocery, fuel and unattended retail businesses. Givex's aim is to continually improve its platform for its merchant clients by developing technology solutions which strengthen relationships between merchant clients and their customers.

Trading History

The Company Shares are currently listed on the TSX under the symbol "GIVX" and on the OTCQX under the symbol "GIVXF". The following table sets forth the volume of the Company Shares traded on the TSX and the trading price range in the six-month period preceding the date of the Arrangement Agreement. On August 23, 2024, the last trading date prior to the date of announcement of the Arrangement Agreement, the closing price of the Company Shares was $0.94. Following completion of the Arrangement, the Company expects that the Company Shares will be delisted from the TSX and the Company will apply to cease to be a reporting issuer under applicable Canadian Securities Laws.

Month	High (C$)	Low (C$)	Volume
February 2024	$0.73	$0.64	501,371
March 2024	$0.95	$0.68	1,763,096
April 2024	$0.99	$0.78	1,437,533
May 2024	$0.82	$0.72	1,046,908
June 2024	$0.83	$0.70	1,526,522
July 2024	$0.95	$0.78	1,481,790
August 1 – August 23, 2024	$0.98	$0.83	875,534

Source: TMX Money.

Dividend Policy

Givex has never paid any dividends to its Shareholders and does not propose to declare any dividends prior to the anticipated date of completion of the Arrangement. Under the terms of the Arrangement Agreement, Givex has agreed not to declare dividends before the Effective Time without the consent of the Purchaser.

Previous Purchases and Sales

On December 14, 2023, Givex began a share repurchase program pursuant to a normal course issuer bid, under which the Company was eligible to purchase up to 6,390,694 Company Shares for cancellation (the "**NCIB**"). Between December 14, 2023, and August 15, 2024, the Company repurchased a total of 546,500 Company Shares under the NCIB. Purchases under the NCIB were made through open market purchases at market prices.

No other Company Shares or other securities of Givex have been purchased or sold by the Company during the 12-month period preceding the date of this Circular, excluding any securities purchased or sold pursuant to the exercise of Company Convertible Securities.

Previous Distributions

On November 12, 2021, in connection with the reverse takeover transaction by which Givex became a listed issuer on the TSX (the "**RTO**"), Givex issued 22,000,000 subscription receipts for aggregate proceeds of $22,000,000 (the "**Subscription Receipts**"). Upon the closing of the RTO, the Subscription Receipts were exchanged for Company Shares and Company Warrants at an exchange ratio of one Company Share and one Company Warrant per Subscription Receipt.

On January 25, 2022, the Company acquired all of the issued and outstanding shares of 1157487 Ontario Inc. (operating as Kalex Equipment Services) ("**Kalex**") a company incorporated under the laws of Ontario. The total purchase price was $2.5 million which was partially satisfied by the issuance of 625,000 Company Shares to prior shareholders of Kalex.

On February 17, 2022, the Company acquired all of the issued and outstanding shares of Loyalty Lane, Inc. ("**Loyalty Lane**"), a company incorporated under the laws of the state of Georgia. The total purchase price was $7.7 million which was partially satisfied through the issuance of 189,081 Company Shares to a prior shareholder of Loyalty Lane.

On August 15, 2022, the Company acquired all of the issued and outstanding shares of Counter Solutions Holdings Limited ("**Counter Solutions**"), a company incorporated under the laws of the United Kingdom. In connection with the acquisition, 2,000,000 Company Shares were issued to retain a key employee of Counter Solutions. The estimated fair value of the 2,000,000 Company Shares at the time of issuance was $1.2 million. The 2,000,000 Company Shares were retractable based on Counter Solutions meeting agreed targets and on the continued employment of the key employee. During fiscal year 2023, the agreed targets were not met, and the 2,000,000 Company Shares were retracted and cancelled effective April 1, 2024.

No other Company Shares or other securities of Givex have been distributed by the Company during the five year period preceding the date of this Circular, excluding any securities purchased or sold pursuant to the exercise of the Company Convertible Securities.

Material Changes in the Affairs of Givex

Except as described or referred to in this Circular, the directors and officers of Givex are not aware of any material facts concerning the securities of the Company or of any matter not disclosed in this Circular that has not previously been generally disclosed and that would reasonably be expected to affect the decision of the Shareholders to vote for or against the Arrangement Resolution.

INFORMATION CONCERNING THE PURCHASER AND SHIFT4

Shift4 is a corporation incorporated under the laws of the State of Delaware. Shift4 is a leading independent provider of software and payment processing solutions in the United States based on total volume of payments processed. Shift4's Class A common stock is quoted on the New York Stock Exchange under the ticker symbol "FOUR." The head and registered office of Shift4 is located at 3501 Corporate Parkway, Center Valley, PA, 18034.

The Purchaser is a corporation incorporated under the laws of the Province of Ontario. It is a subsidiary of Shift4, formed for the purpose of acquiring the Company Shares and consummating the transactions contemplated by the Arrangement Agreement. The registered office of the Purchaser is located at 3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4.

THE ARRANGEMENT

Background to the Arrangement

The Arrangement and the provisions of the Arrangement Agreement are the result of extensive arm's length negotiations conducted between representatives of Shift4 and Givex. The following is a summary of the material events leading up to the negotiation of the Arrangement Agreement and the material meetings, negotiations and discussions between the Parties that preceded the execution and public announcement of the Arrangement Agreement.

Givex's management and the Board regularly evaluate business and strategic opportunities with the objective of enhancing shareholder value in a manner consistent with the best interests of Givex and its stakeholders. In response to an unsolicited approach received by the Company by a potential strategic buyer in August 2023 regarding a possible acquisition of the Company, the Company engaged Canaccord Genuity as its financial advisor on September 5, 2023 and commenced a confidential strategic review process to determine whether there would be a transaction with this potential acquiror at a price that would be fair to the Shareholders. In this process, the Company signed a confidentiality agreement with the interested party and the Board met several times to discuss the various possible benefits of the proposed transaction. Following discussion and advice from Canaccord Genuity, the Board ultimately determined not to pursue the potential acquisition based on the proposed terms and consideration price per Company Share proposed by the interested party. On November 17, 2023, under instructions from the Board, the Company provided its notice to the potential acquiror that it did not wish to proceed with the proposed transaction.

In response to an unsolicited request for a meeting from the Parent, Mr. Don Gray and Mr. Jared Isaacman, CEO of the Parent, met by telephone on November 21, 2023, wherein Mr. Isaacman expressed an interest in engaging in discussions in respect of a potential acquisition of the Company by the Parent. In this meeting, Mr. Gray advised Mr. Isaacman that the Board would consider and respond to any written offer for the Company and would provide direction to management on how to proceed.

On December 6, 2023, the Parent submitted its first non-binding indication of interest for the potential acquisition of all of the issued and outstanding Company Shares for cash consideration of $1.00 per Company Share (the "**First IOI**"). On December 8, 2023, the Board met with outside legal counsel and Canaccord Genuity to discuss the indicative terms set forth in the First IOI. At this meeting, Company counsel briefed the Board on its fiduciary obligations. The Board discussed the advantages and disadvantages of more broadly canvassing potential acquirers, either through an auction or through a more limited pre-signing market check as opposed to entering into exclusive discussions with one counterparty. Mr. Gray, in his capacity as a significant shareholder of the Company, indicated to the Board that he was not prepared to entertain an offer to sell his Company Shares on the terms set forth in the First IOI. Following discussion and advice from Canaccord Genuity, it was concluded that the best course of action was for Mr. Gray to respond to the First IOI by communicating to the Parent that the offer price was inadequate and that the Board had determined not to pursue a potential transaction as set forth in the First IOI.

On December 27, 2023, the Parent delivered a letter to the Company re-iterating the Parent's desire in engaging in discussions with the Company in respect of an acquisition by the Parent of all of the issued and outstanding Company Shares on the indicative terms set forth in the First IOI.

On December 28, 2023, the Board established the Special Committee comprised entirely of independent directors of the Board being, Michael Carr (Chair), Miles Evans and Divya Kulkarni, to negotiate, and if applicable, recommend approval of the potential transaction with the Parent and to consider any other proposed alternative transactions. The Board also approved the Special Committee's mandate to, among other things, review and advise the Board on the merits of the transaction contemplated by the expression of interest (including the First IOI) and the consideration of other strategic alternatives reasonably available to the Company (including maintaining the status quo). The Special Committee was intimately involved in the analysis and evaluation of all of the proposals submitted by the Parent, including the supervision of the process that led to the Company entering into the Arrangement Agreement and the negotiation of the terms and conditions with respect to the Arrangement. The Special Committee met a total of nine times between its formation and the announcement of the Arrangement and had numerous additional informal discussions among themselves, representatives of management and legal and financial advisors to the Company and the Special Committee. The Special Committee also held in-camera sessions with legal and financial advisors, at which the members of the Special Committee engaged in confidential discussion without the presence of management.

On January 2, 2024, the Special Committee engaged independent legal counsel. On January 3, 2024, the Special Committee met with Canaccord Genuity and independent legal counsel. Representatives of Canaccord Genuity provided an update on discussions between Canaccord Genuity and the Parent since the Board's prior meeting on December 28, 2023. Independent legal counsel briefed the Special Committee on their fiduciary duties and related process considerations. The Special Committee determined that it would be prepared to engage with Shift4 to negotiate improved terms, including by providing the Parent with access to diligence materials.

Givex and Shift4 then entered into a confidentiality and standstill agreement on January 11, 2024 and the Company, through management, worked to compile information required by Shift4 in connection with its limited scope due diligence investigations of the Company. Following this initial due diligence period, the Parent submitted a second non-binding indication of interest on January 23, 2024, indicating an increased price range of $1.15 to $1.30 per Company Share (the "**Second IOI**"). On January 26, 2024, the Special Committee met with Canaccord Genuity, outside legal counsel and independent legal counsel to the Special Committee to review and consider the offer price range contained in the Second IOI and the other provisions contained therein. Representatives of Canaccord Genuity summarized the due diligence and negotiation process leading to the revised offer price in the Second IOI. It was determined to permit Shift4 with continued access to diligence materials with a view to negotiating improved terms.

From January 23, 2024 to February 14, 2024, Shift4 continued with limited scope due diligence on the Company and on February 15, 2024, submitted a third non-binding indication of interest for the potential acquisition of the Company for cash consideration of $1.25 per Company Share (the "**Third IOI**"). On February 20, 2024, the Special Committee met with Canaccord Genuity, outside legal counsel and independent legal counsel to review and consider the offer price contained in the Third IOI and the other provisions contained therein. On February 22, 2024, the Special Committee met with Canaccord Genuity and outside legal counsel and discussed the offer price contained therein. Mr. Gray, in his capacity as a significant shareholder of the Company, indicated to the Special Committee that he would not be prepared entertain an offer to sell his Company Shares on the terms set forth in the Third IOI. After discussion, it was concluded that the best course of action was to instruct Canaccord Genuity to respond to the Third IOI soliciting an offer price of $1.50 per Company Share. Following the Special Committee meeting, Canaccord Genuity provided this response to Shift4.

From the period of March to July 2024 there was periodic communications between representatives of the Parent and the Company regarding Shift4's continued interest in pursuing a mutually beneficial transaction. On July 21, 2024, Shift4 submitted a non-binding indication of interest to acquire all of the issued and outstanding Company Shares for cash consideration of $1.50 per Company Share (the "**Final IOI**") and the Company countersigned the Final IOI on July 23, 2024.

From July 23, 2024 through to the signing of the Arrangement Agreement, the Company continued to work to compile information required by Shift4 in considering a transaction and provided Shift4 and its advisors with access to an electronic data room, which contained certain public and non-public information concerning Givex.

During this period, at the instruction of the Special Committee, representatives of Canaccord Genuity conducted a targeted outreach to a select number of buyers to determine whether they may be interested in acquiring the Company. This resulted in the Company signing confidentiality and standstill agreements with two other potential buyers of the Company, which entities conducted limited scope due diligence. These efforts did not culminate in proposals superior to the Final IOI prior to the signing of the Arrangement Agreement and the Special Committee formed the view there were no other reasonable alternative transactions available.

From July 22, 2024 to the signing of the Arrangement Agreement on August 26, 2024, the Special Committee and the Company's management team and their legal and financial advisors met numerous times, to review and consider in detail the terms and conditions of various drafts of the Arrangement Agreement and the proposed transaction as a whole, and to discuss the implication of proposed Voting Support Agreements on the willingness of a competing purchaser to present a superior offer to the Board during the term of the Voting Support Agreements and the Board's ability to accept an unsolicited Superior Proposal under the terms and conditions of the Arrangement Agreement. Throughout the negotiations, the Special Committee continued to meet to discuss the terms of the various drafts of the Arrangement Agreement and ancillary documents (including the Plan of Arrangement and the form of Voting Support Agreement) and to obtain the advice of their legal and financial advisors. During such meetings, the Special Committee also discussed and considered the anticipated benefits of the Arrangement to the Company and its stakeholders and weighed those against the associated risks and alternatives available to the Company and instructed Company counsel and Special Committee counsel as to the terms and conditions of such agreements that would be acceptable to it.

On August 6, 2024, Shift4's Canadian counsel circulated an initial draft of the Arrangement Agreement. Between August 16, 2024 and August 25, 2024, the Parties exchanged drafts of the Arrangement Agreement and ancillary documents and conducted various discussions, assessments, reviews and negotiations.

On August 24, 2024, the Special Committee held a meeting with representatives of Canaccord Genuity, Company counsel and Special Committee counsel to review and discuss the merits of the transaction and the financial analysis conducted by Canaccord Genuity. At this meeting, Company counsel and Special Committee counsel updated the Special Committee on the status of the negotiations in respect of the Arrangement Agreement. Company counsel and Special Committee counsel provided a summary of the key provisions of the Arrangement Agreement and ancillary agreements, including the closing conditions, the allocation of risk to closing of the Plan of Arrangement, the nature of the non-solicitation obligations and corresponding fiduciary-out exceptions (including in light of the nature of the Voting Support Agreements), the scope of the representations, warranties and operating covenants, the circumstances in which each party would be permitted to terminate the Arrangement Agreement and the instances in which a termination fee would be payable by the Company to the Purchaser and the remedies available to each of the Company and Purchaser in the event of a breach of the Arrangement Agreement. The Special Committee instructed Company counsel and Special Committee counsel to negotiate the outstanding issues with Shift4 on the Arrangement Agreement and asked the financial advisor to be in a position to render the Fairness Opinion at the next Special Committee and Board meetings to review the Arrangement.

On August 24, 2024, Mr. Gray, Chief Executive Officer of the Company, began contacting significant Shareholders to consider their support for the Arrangement and whether such securityholders would be amenable to executing a Voting Support Agreement.

Throughout the day on August 24, 2024 and August 25, 2024, the Parties finalized the commercial terms of the Arrangement Agreement and the Arrangement.

On August 25, 2024, after reviewing the substantially final form of the Arrangement Agreement and ancillary documents, Canaccord Genuity then delivered to the Board and the Special Committee, an oral opinion (which was followed by their written opinion) to the effect that, as of August 25, 2024 and based upon and subject to the review, assumptions, qualifications, explanations, limitations and other matters described therein, the Consideration to be received under the Arrangement by the Shareholders is fair, from a financial point of view, to the Shareholders (other than any Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101). At this meeting, Company legal counsel and Special Committee legal counsel discussed various key provisions of the Arrangement Agreement and answered questions regarding the proposed transaction.

Upon the evaluation of the merits of the proposed Arrangement, including consideration of the Fairness Opinion, the Special Committee unanimously determined that the Arrangement was fair to Shareholders and in the best interests of Givex, and resolved to recommend to the Board that the Arrangement be approved, the final draft Arrangement Agreement and related transaction documents be accepted and entered into by Givex and the Board recommend that Shareholders vote in favour of the Arrangement Resolution.

Following review and discussion of the proposed transaction by the Board, including the reasons and risks noted under the heading "*The Arrangement –Reasons for the Board Recommendation*", and after consulting with legal and financial advisors of the Company and the Special Committee, and taking into account the Fairness Opinion, and receiving the recommendation of the Special Committee, the Board approved the entering into of the Arrangement Agreement and unanimously resolved: (a) that the Arrangement is in the best interests of Givex; (b) that the Arrangement is fair to the Shareholders; (c) that Givex's entering into the Arrangement Agreement and related transaction documents be approved; and (d) to recommend that Shareholders vote in favour of the Arrangement Resolution.

Following the Special Committee and Board meetings, legal counsel to Givex and the Special Committee, on the one hand, and legal counsel to Shift4, on the other hand, continued to work to prepare the final draft of the Arrangement Agreement and ancillary documents. The Parties then proceeded to finalize the Arrangement Agreement the evening of August 25, 2024.

Concurrently with the execution of the Arrangement Agreement, the Supporting Shareholders, holding an aggregate of approximately 57.5% of all issued and outstanding Company Shares as of such date, entered into the Voting Support Agreements with the Purchaser and Shift4 pursuant to which they agreed, among other things, to vote all of the Company Shares beneficially owned or over which control or direction is exercised by them in favour of the Arrangement, subject to, and in accordance with the terms of such Voting Support Agreements.

News releases regarding the Arrangement, the entering into of the Arrangement Agreement and related matters were issued by Givex in the morning of August 26, 2024, and separately by Shift4 at or around the same time.

On October 1, 2024, Givex obtained the Interim Order as attached as Schedule "D" to this Circular.

On October 1, 2024, the Board approved the contents and mailing of this Circular to Shareholders, subject to any amendments approved by Givex's senior management.

Fairness Opinion

Pursuant to an engagement letter dated September 5, 2023, the Company and the Special Committee engaged Canaccord Genuity to provide Givex with financial advisory services in connection with proposed transactions, including, among other things, negotiating a transaction price and evaluating the fairness to Shareholders, from a financial point of view, of the consideration to be received by Shareholders pursuant to an acquisition, if applicable, and the preparation and delivery of a related fairness opinion. Canaccord Genuity informed the Company that it, together with its affiliates, is an independent investment bank that offers advice on mergers and acquisitions, capital raises and corporate restructurings. Canaccord Genuity's managing directors have extensive experience in merger, acquisition, divestiture, valuation and capital markets matters. Canaccord Genuity has been involved in a significant number of transactions involving private and publicly traded companies and has extensive experience in preparing valuations and fairness opinion.

Senior officers of the Company have represented to Canaccord Genuity, that, to the best of their knowledge, information and belief, there have not been any prior valuations (as defined in MI 61-101) of the Company or any of its affiliates or any of their respective material assets, securities or liabilities which have been prepared as of a date within two years preceding the date of the Fairness Opinion and which have not been provided to Canaccord Genuity.

On August 25, 2024, Canaccord Genuity delivered its Fairness Opinion orally to the Special Committee and the Board, to the effect that, as of the date of such Fairness Opinion, and based upon and subject to the review, assumptions, qualifications, explanations, limitations and other matters described in connection with the preparation of the Fairness Opinion, the Consideration to be received under the Arrangement by the Shareholders is fair, from a financial point of view, to the Shareholders (other than any Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101). The Fairness Opinion was subsequently confirmed in writing as of August 25, 2024 by delivery of the written Fairness Opinion.

Pursuant to its engagement letter with Canaccord Genuity, Givex agreed to pay Canaccord Genuity a transaction completion fee, contingent on completion of a transaction and calculated by reference to the aggregate value of consideration in respect of a transaction as contemplated by the engagement letter. Givex has agreed to reimburse Canaccord Genuity for their reasonable out-of-pocket expenses, whether or not the Arrangement is completed, and to indemnify Canaccord Genuity against certain liabilities and expenses arising from its engagement. The Special Committee and the Board considered the fact that a substantial portion of Canaccord Genuity's fees are contingent upon the consummation of the Arrangement, which the Special Committee and the Board considered to be a reasonably customary compensation structure for financial advisors in similar transactions and concluded that Canaccord Genuity's fee arrangement would not impair Canaccord Genuity's ability to provide objective advice.

The Fairness Opinion was provided solely for the use of the Board and Special Committee, respectively, in their consideration of the Arrangement, and may not be used by any other person or relied upon by any other person and are not a recommendation to any Shareholder as to how to vote or act on any matter relating to the Arrangement. In considering the Fairness Opinion and the advice of its financial advisor, the Special Committee took into account, among other things, Canaccord Genuity's expertise and the compensation structure in its engagement letter. Canaccord Genuity has consented to the inclusion in this Circular of its Fairness Opinion in its entirety.

The summary of the Fairness Opinion described in this Circular is qualified in its entirety by reference to the full text of the Fairness Opinion, which is attached as Schedule "C" – "*Fairness Opinion of Canaccord Genuity Corp.*" to this Circular. The Fairness Opinion sets forth, among other things, the assumptions made, matters considered and limitations, explanations and qualifications on the review undertaken by Canaccord Genuity in rendering its Fairness Opinion. The Board urges Shareholders to read the Fairness Opinion carefully and in its entirety.

Recommendation of the Special Committee

The Special Committee was formed to review, assess and consider the Arrangement and any proposed alternative transactions to the Arrangement, to negotiate or direct the negotiations of the structure, terms or conditions of the Arrangement and the Arrangement Agreement and to make recommendations to the Board regarding the Arrangement.

After careful consideration, including a thorough review of, among other things, the factors described below in the section titled "*Reasons for the Board Recommendation*", and having consulted with its legal and financial advisors, the Special Committee unanimously determined that the Arrangement is fair to Shareholders and is in the best interests of Givex.

The Special Committee unanimously recommended that the Board approve the Arrangement and enter into the Arrangement Agreement and that the Board recommend that Shareholders vote in favour of the Arrangement Resolution.

Recommendation of the Board

Acting upon the unanimous recommendation of the Special Committee, and after considering, among other things, the factors described in the below section titled "*Reasons for the Board Recommendation*", the Board has unanimously determined that the Arrangement is fair to Shareholders and is in the best interests of Givex.

Accordingly, the Board has approved the transactions contemplated by the Arrangement Agreement, and unanimously recommends that Shareholders vote FOR the Arrangement Resolution.

Reasons for the Board Recommendation

In evaluating and approving the Arrangement and in making its determinations and recommendations, each of the Special Committee and the Board gave careful consideration to the expected future position of the business of Givex and all of the terms of the Arrangement Agreement and the Plan of Arrangement. The Special Committee and the Board considered a number of factors including, without limitation:

- *Significant Premium to Market Price*. Shareholders will be entitled to receive the Consideration under the Plan of Arrangement, which represents a 55% premium over the closing price of the Company Shares on the TSX on August 23, 2024, the last trading day prior to the announcement of the entering into of the Arrangement Agreement, and a 64% premium over the 20-day volume weighted average price of the Company Shares on the TSX for the period ended August 23, 2024.

- *Receipt by the Special Committee and the Board of the Fairness Opinion.* The Special Committee and the Board have received a Fairness Opinion from Canaccord Genuity, the financial advisor to Givex and the Special Committee, which has concluded that , as of the date of such Fairness Opinion, and based upon and subject to the review, assumptions, qualifications, explanations, limitations and other matters described in connection with the preparation of the Fairness Opinion, the Consideration to be received under the Arrangement by the Shareholders is fair, from a financial point of view, to the Shareholders (other than any Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101). A copy of the

Fairness Opinion is attached as Schedule "C" to this Circular. Shareholders are urged to review and consider the Fairness Opinion in its entirety.

- *Cash Consideration*. The Consideration to be paid pursuant to the Arrangement is all-cash, which allows Shareholders to immediately realize full value for their investment, providing certainty of value and immediate near-term liquidity.

- *Eliminates Future Execution Risk and Illiquidity*. The Arrangement removes the uncertainties to Shareholders associated with potential future operational challenges and performance of the Company, as well as limited liquidity of the Company Shares. The Arrangement provides the Company with another solution to address the Company's ability to generate sufficient cash flows to fund near-term liquidity needs.

- *Parent Guarantee; No Financing Condition.* The Purchaser's obligations under the Arrangement Agreement are unconditionally guaranteed by Shift4, a large payment processing company, and the existing cash resources on its balance sheet. The Purchaser has represented that, as of the Effective Date, the Purchaser will have sufficient funds available to satisfy the full consideration to be paid pursuant to the Arrangement in accordance with the terms of the Arrangement Agreement and such funds will be deposited with the Depositary.

- *Voting Support Agreements with Significant Supporting Shareholders.* The directors, executive officers and certain significant shareholders of Givex, who collectively held approximately 57.5% of the outstanding Company Shares as at August 26, 2024, entered into the Voting Support Agreements pursuant to which they have agreed to, among other things, vote their Company Shares in favour of the Arrangement Resolution.

- *Special Committee Oversight.* The negotiation of the Arrangement was overseen and directed by the Special Committee which is comprised entirely of independent directors of Givex. The Special Committee and the Board were advised by highly qualified financial and legal advisors. The Special Committee unanimously recommended that the Board approve the Arrangement and enter into the Arrangement Agreement and that the Board recommend that Shareholders vote in favour of the Arrangement Resolution.

- *Court Approval.* The Arrangement Resolution must be approved by the Court, which will consider, among other things, the fairness and reasonableness of the Arrangement to Shareholders.

- *Deal Certainty; Limited Number of Conditions*. The Purchaser's obligation to complete the Arrangement is subject to a limited number of conditions that the Board believes are reasonable in the circumstances. The Arrangement is not subject to any financing condition or due diligence condition nor is it subject to obtaining any Regulatory Approval.

- *Comprehensive Negotiations Leading to Increased Consideration*. The Arrangement Agreement is the result of a rigorous arm's length negotiation process, with the oversight and participation of the Special Committee and the financial and legal advisors of the Company and the Special Committee, which resulted in the Consideration increasing by 50% from the First IOI to the Final IOI.

- *Alternatives to the Arrangement*. The Special Committee and the Board concluded, after a thorough review and after receipt of advice from Canaccord Genuity, that the cash Consideration offered to Shareholders under the Arrangement is more favourable to such Shareholders than the potential value that might have resulted from alternatives reasonably available to Givex. The Board considered the possibility that, if it declined to approve the Arrangement Agreement, there may not be another opportunity for Shareholders to receive comparable value in another transaction.

- *Dissent Rights*. Registered Shareholders who do not vote in favour of the Arrangement will have the right to require a judicial appraisal of their Company Shares and obtain fair value pursuant to the proper exercise of Dissent Rights.

- *Ability and Timing to Close the Arrangement*. The Company and its Board and Special Committee believe that the Parties are committed to completing the Arrangement and anticipate that the Parties will be able to complete the Arrangement, in accordance with the terms of the Arrangement Agreement, within a reasonable time and in any event prior to the Outside Date.

- *Reasonable Termination Payment*. The Termination Fee, which is payable by the Company to the Purchaser if the Arrangement Agreement is terminated under certain circumstances, including where the Company terminates the Arrangement Agreement in order to enter into a written agreement with respect to a Superior Proposal, is considered appropriate in the circumstances as an inducement for the Purchaser and Parent to enter into the Arrangement Agreement and, in the view of the Special Committee and the Board, the Termination Fee would not preclude the possibility of a third party making a Superior Proposal.

The reasons of the Special Committee and the Board for recommending the Arrangement include certain assumptions relating to forward-looking information, and such information and assumptions are subject to various risks. See "*Cautionary Statement Regarding Forward-Looking Statements*" and "*Risk Factors – Risks Relating to the Arrangement*" in this Circular.

The foregoing summary of the information and factors considered by the Special Committee and the Board is not intended to be exhaustive. In view of the variety of factors and the amount of information considered in connection with its evaluation of the Arrangement, the Special Committee and the Board did not find it practical to, and did not, quantify or otherwise attempt to assign any relative weighting to each specific factor considered in reaching its respective conclusion and recommendation. In addition, individual members of the Board may have assigned different weightings to different factors.

At the Board meeting on August 25, 2024, the Arrangement was approved and the Board was unanimous in its recommendation. The Board's recommendation was made after considering all of the above-noted factors and in light of the Board's knowledge of the business, financial condition and prospects of Givex, and was also based on the advice of the financial advisor and legal advisors to the Board and the Special Committee.

See Schedule "C" – "*Fairness Opinion of Canaccord Genuity Corp.*" to this Circular.

Effects of the Arrangement

The purpose of the Arrangement is to effect the acquisition by the Purchaser of Givex. The Arrangement is to be carried out pursuant to the Arrangement Agreement and the Plan of Arrangement. Upon completion of the Arrangement, the Purchaser will acquire all of the issued and outstanding Company Shares and Givex will become a wholly-owned subsidiary of the Purchaser. It is expected that the Company Shares will be delisted from the TSX with effect as promptly as practicable following the Effective Date and the Company will also apply to cease to be a reporting issuer in all jurisdictions in which it is a reporting issuer and thus terminate its public reporting obligations in Canada.

Shareholders

Under the terms of the Arrangement, Shareholders (other than any Dissenting Shareholders) will receive the Consideration, being $1.50 in cash per Company Share (without interest), in exchange for each Company Share held immediately prior to the Effective Time.

See "*The Arrangement – Description of the Arrangement*".

A Dissenting Shareholder who exercises Dissent Rights is entitled to be paid an amount equal to the fair value (determined as of the close of the last Business Day before the Arrangement Resolution is approved at the Company Meeting) of all, but not less than all, of such holder's Company Shares, provided the holder validly exercises its Dissent Rights and the Arrangement becomes effective.

See "*The Arrangement – Effects of the Arrangement – Shareholders*", *"Procedure for Exchange of Company Shares", "The Arrangement – Description of the Arrangement"* and "*The Arrangement – Dissent Rights"*.

Company Option Holders

Pursuant to the Arrangement, each Company Option outstanding immediately prior to the Effective Time will be deemed to be assigned and transferred by or on behalf of the holder to the Company in exchange for a cash payment by Givex equal to the amount, if any, by which (x) the Consideration exceeds (y) the exercise price per Company Share under such Company Option immediately prior to the closing of the Arrangement (less applicable withholdings) (and, for greater certainty, where such amount is a negative amount, neither the Company nor the Purchaser shall be obligated to pay the holder of such Company Option any amount in respect of such Company Option) and each such Company Option will thereafter be immediately cancelled.

See *"The Arrangement – Description of the Arrangement"*.

Company RSU Holders

Pursuant to the Arrangement, each Company RSU outstanding immediately prior to the Effective Time (whether vested or unvested) that is held by a Company RSU Holder shall be deemed to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to the Consideration, less applicable withholdings, and each such Company RSU shall thereafter be immediately cancelled.

See *"The Arrangement – Description of the Arrangement"*.

Company Warrant Holders

Pursuant to the Arrangement, each Company Warrant issued and outstanding immediately prior to the Effective Time shall be deemed to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to \$0.25, being the amount by which (x) the Consideration exceeds (y) the exercise price of each Company Warrant, and each such Company Warrant shall thereafter be immediately cancelled.

See *"The Arrangement – Description of the Arrangement"*.

Company Broker Warrant Holders

Pursuant to the Arrangement, each Company Broker Warrant issued and outstanding immediately prior to the Effective Time shall be deemed to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to \$0.58, being the amount by which (x) the Consideration exceeds (y) the exercise price of each Company Broker Warrant, and each such Company Broker Warrant shall thereafter be immediately cancelled.

See *"The Arrangement – Description of the Arrangement"*.

Company Compensation Option Holders

Pursuant to the Arrangement, each Company Compensation Option issued and outstanding immediately prior to the Effective Time shall be deemed to be assigned to the Company in exchange for a cash payment from the Company equal to \$0.625, being the amount by which (x) the sum of (A) the Consideration, plus (B) \$0.125, exceeds (y) the exercise price per unit of the Company under each Company Compensation Option, and each such Company Compensation Option shall thereafter be immediately cancelled.

See *"The Arrangement – Description of the Arrangement"*.

Description of the Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Plan of Arrangement, a copy of the form of which is attached as Schedule "B" – "*Plan of Arrangement*" of this Circular.

If approved, the Arrangement will become effective at the Effective Time (which is expected to be at 12:01 a.m. (Toronto time) on the Effective Date, which date is expected to take place as soon as reasonably practicable following the receipt of the Final Order) and will be binding at and after the Effective Time on each of Givex, the Purchaser, the Parent, Shareholders (including Dissenting Shareholders), Company Option Holders, Company RSU Holders, Company Warrant Holders, Company Broker Warrant holders, Company Compensation Option holders, the Depositary, the Transfer Agent and all other Persons.

The following is a summary of the key events or transactions that will occur and will be deemed to occur in the following sequence without any further act or formality commencing at the Effective Time:

(a) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company Option Plan, shall be, and shall be deemed to be, unconditionally vested and exercisable, and such Company Option shall, without any further action by or on behalf of the holder of such Company Option, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Option In-the-Money Amount of such Company Option, less applicable withholdings (and, for greater certainty, where such amount is a negative amount, neither the Company nor the Purchaser shall be obligated to pay the holder of such Company Option any amount in respect of such Company Option), and each such Company Option shall immediately be cancelled and the holder of such Company Option shall cease to be a holder of such Company Option and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to the Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(b) each Company RSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company RSU Plan, shall, without any further action by or on behalf of the holder of such Company RSU, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Consideration, less applicable withholdings, and each such Company RSU shall immediately be cancelled and the holder of such Company RSU shall cease to be a holder of such Company RSU and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to the Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(c) each Company Warrant outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder of such Company Warrant, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Warrant In-the-Money Amount of such Company Warrant, and each such Company Warrant shall immediately be cancelled and the holder of such Company Warrant shall cease to be a holder of such Company Warrant and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to the Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(d) each Company Broker Warrant outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder of such Company Broker Warrant, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Broker Warrant In-the-Money Amount of such Company Broker Warrant, and each such Company Broker Warrant shall immediately be cancelled and the holder of such Company Broker Warrant shall cease to be a holder of such Company Broker Warrant and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to the Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(e) each Company Compensation Option outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder of such Company Compensation Option, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Compensation Option In-the-Money Amount of such Company Compensation Option, and each such Company Compensation Option shall immediately be cancelled and the holder of such Company Compensation Option shall cease to be a holder of such Company Compensation Option and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to the Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(f) the Company Option Plan, the Company RSU Plan, the Company Warrant Indenture and all agreements relating to the Company Options, Company RSUs, Company Warrants, Company Broker Warrants and Company Compensation Options shall be terminated and shall be of no further force and effect;

(g) each of the Company Shares held by Dissenting Shareholders in respect of which Dissent Rights have been validly exercised shall be, and shall be deemed to be, transferred without any further act or formality to the Purchaser in consideration for a debt claim against the Purchaser for the amount determined in accordance with the Plan of Arrangement, and:

(i) such Dissenting Shareholders shall cease to be the holders of such Company Shares and to have any rights as holders of such Company Shares other than the right to be paid fair value by the Purchaser for such Company Shares as set out in the Plan of Arrangement;

(ii) such Dissenting Shareholders' names shall be removed as the holders of such Company Shares from the registers of Company Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Company Shares free and clear of all Liens, and shall be entered in the register of Company Shares maintained by or on behalf of the Company; and

(h) each Company Share outstanding immediately prior to the Effective Time, other than Company Shares deemed to be transferred by a Dissenting Shareholder to the Purchaser pursuant to the Plan of Arrangement and any Company Shares held by the Purchaser and any of its affiliates immediately prior to the Effective Time, shall, without any further action by or on behalf of the holder of such Company Share, be, and shall be deemed to be, assigned and transferred by the holder thereof to the Purchaser in exchange for the Consideration, and:

(i) the holders of such Company Shares shall cease to be the holders of such Company Shares and to have any rights as holders of such Company Shares other than the right to be paid the Consideration by the Purchaser in accordance with the Plan of Arrangement;

(ii) such holders' names shall be removed from the register of the Company Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Company Shares free and clear of all Liens, and shall be entered in the register of the Company Shares maintained by or on behalf of the Company.

See the Plan of Arrangement attached as Schedule "B" – "*Plan of Arrangement*" for additional information.

<u>Guarantee of the Parent</u>

Under the Arrangement Agreement, the Parent has unconditionally, absolutely and irrevocably guaranteed in favour of Givex all of the obligations of the Purchaser under the Arrangement Agreement and the Plan of Arrangement.

Shareholder and Court Approvals

Shareholder Approval of the Arrangement

At the Company Meeting, the Shareholders will be asked to consider and, if deemed advisable, approve the Arrangement Resolution set forth in Schedule "A" to this Circular to approve the Arrangement.

To be effective, the Arrangement Resolution must be approved, with or without variation, at the Company Meeting by:

- at least 66⅔% of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Company Share held; and

- a simple majority (more than 50%) of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Share held, and excluding any votes in respect of Company Shares that are required to be excluded pursuant to MI 61-101.

The Arrangement Resolution must be approved in order for Givex to seek the Final Order and implement the Arrangement on the Effective Date.

The Board unanimously recommends that Shareholders vote <u>FOR</u> the Arrangement Resolution. In the absence of instructions to the contrary, the persons whose names appear in the attached Form of Proxy intend to vote <u>FOR</u> the Arrangement Resolution.

If the resolution approving the Arrangement does not receive the requisite approval, the Arrangement will not proceed. Reference is made to the section *"The Arrangement – Dissent Rights"* in this Circular for information concerning the rights of Registered Shareholders to dissent in respect of the Arrangement Resolution.

Court Approval of the Arrangement

The Arrangement requires approval by the Court under Section 182 of the OBCA.

On October 1, 2024, Givex obtained the Interim Order providing for the calling, holding and conducting of the Company Meeting and other procedural matters. A Notice of Application for Final Order to approve the Arrangement has been filed. Copies of the Interim Order and the Notice of Application for Final Order are attached as Schedule "D" and Schedule "F", respectively, to this Circular. The Interim Order does not constitute approval of the Plan of Arrangement.

The Court hearing in respect of the Final Order is expected to take place at 10:00 a.m. (Toronto time), on November 5, 2024, or as soon thereafter as counsel for Givex may be heard, by Zoom.

The authority of the Court in respect of the Arrangement is very broad. The Court may make any order it considers appropriate with respect to the Arrangement. At the Final Order hearing, the Court will consider, among other things, the fairness of the terms and conditions of the Arrangement and the rights and interests of every person affected. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit. Any amendment made by the Court to the Plan of Arrangement is only effective if it is agreed to by each of the Company and the Purchaser, each acting reasonably. Under the terms of the Interim Order, each Shareholder will have the right to appear and make submissions at the application for the Final Order. Any person desiring to appear at the hearing of the application for the Final Order may do so, but must comply with certain procedural requirements described in the Interim Order and in the Notice of Application for Final Order, including filing an appearance with the Court registry and serving such appearance on Givex's counsel at the address set out below, no later than 10:00 a.m. (Toronto time) on October 30, 2024:

to Givex's counsel:

Wildeboer Dellelce LLP
365 Bay Street
Suite 800
Toronto, Ontario, M5H 2V1

Attention:	Jeff Hergott
Email:	jhergott@wildlaw.ca

with a copy to:

Torys LLP
79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario, M5K 1N2

Attention:	Andrew Gray
Email:	agray@torys.com

and

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario, M5X 1A4

Attention:	Joseph Blinick/William Bortolin
Email:	blinickj@bennettjones.com / bortolinw@bennettjones.com

Shareholders who wish to participate in or be represented at the Court hearing for the Final Order should consult their legal advisors as to the necessary requirements.

<u>Dissent Rights</u>

Dissent Rights for Shareholders in respect of the Arrangement

If you are a Registered Shareholder as of the Record Date, you are entitled to dissent from the Arrangement Resolution, in the manner provided in Section 185 of the OBCA, as modified or supplemented by the applicable Interim Order, the Plan of Arrangement and any other order of the Court, provided that, notwithstanding Subsection 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in Subsection 185(6) of the OBCA must be received by Givex not later than 4:30 p.m. (Toronto time) on the date that is two (2) Business Days immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time). A Dissenting Shareholder who exercises Dissent Rights is entitled to be paid an amount equal to the fair value (determined as of the close of the last Business Day before the Arrangement Resolution is approved at the Company Meeting) of all, but not less than all, of such holder's Company Shares, provided the holder validly exercises its Dissent Rights and the Arrangement becomes effective.

In addition to any other restrictions under Section 185 of the OBCA (as modified or supplemented by the Interim Order, the Plan of Arrangement and any other order of the Court), Non-Registered Shareholders and none of the following will be entitled to exercise Dissent Rights: (i) holders of Company Convertible Securities; and (ii) Shareholders who vote or have instructed a proxyholder to vote such Company Shares in favour of the Arrangement Resolution (but only in respect of such Company Shares).

The following summary of the rights of Registered Shareholders to dissent from the Arrangement Resolution is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of their Company Shares. This summary is qualified in its entirety by the provisions of Section 185 of the OBCA, the full text of which is set forth in Schedule "E" to this Circular, the Interim Order and the Plan of Arrangement. The Court hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein.

A Registered Shareholder's failure to follow exactly the procedures set forth in Section 185 of the OBCA, as modified or supplemented by the Interim Order, the Plan of Arrangement and any other order of the Court, will result in the loss of such Registered Shareholder's Dissent Rights. Any Shareholder that wishes to dissent in respect of the Arrangement Resolution should obtain their own legal advice and carefully read the Plan of Arrangement (see Schedule "B"), the provisions of Section 185 of the OBCA (see Schedule "E") and the Interim Order (see Schedule "C").

Dissenting Shareholders who duly exercise their Dissent Rights will be deemed to have transferred the Company Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser free and clear of all Liens as provided in the Plan of Arrangement, and if they:

- ultimately are entitled to be paid fair value for such Company Shares, then such Dissenting Shareholders will: (i) be deemed not to have participated in the Arrangement (other than in accordance with the Dissent Procedures provided in the Plan of Arrangement); (ii) be entitled to be paid the fair value of such Company Shares by the Purchaser, which fair value, notwithstanding anything to the contrary contained in section 185 of the OBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted at the Company Meeting; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Company Shares; or

- ultimately are not entitled, for any reason, to be paid fair value for such Company Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Company Shares.

In no circumstances will the Purchaser, the Parent, Givex or any other person be required to recognize a person exercising Dissent Rights unless such person is the registered holder of those Company Shares on the Record Date in respect of which such Dissent Rights are sought to be exercised. For greater certainty, in no case will the Purchaser, the Parent, Givex and any other person be required to recognize Dissenting Shareholders as Shareholders after the Effective Time, and the names of such Dissenting Shareholders will be removed from the applicable register of Company Shares maintained by or on behalf of the Company, in respect of which Dissent Rights have been validly exercised at the same time as the completion of such transfer at the Effective Time, and the Purchaser will be recorded as the holder of the Company Shares so transferred and will be deemed the legal and beneficial owner of the Company Shares free and clear of all Liens. In addition to any other restrictions under Section 185 of the OBCA, none of the following will be entitled to exercise Dissent Rights: (i) holders of Company Convertible Securities; and (ii) Shareholders who vote or have instructed a proxyholder to vote such Company Shares in favour of the Arrangement Resolution (but only in respect of such Company Shares). There can be no assurance that a Dissenting Shareholder will receive consideration for its Company Shares of equal or greater value to the consideration that such Dissenting Shareholder would have received under the Arrangement.

The exercise of Dissent Rights does not deprive a Registered Shareholder of the right to vote at the Company Meeting. However, a Shareholder is not entitled to exercise Dissent Rights in respect of the Arrangement Resolution if such holder votes any of the Company Shares beneficially held by such holder in favour of the Arrangement Resolution.

A Dissenting Shareholder is required to send a written objection to the Arrangement Resolution to Givex prior to the Company Meeting. The execution or exercise of a proxy against the Arrangement Resolution or not voting on the Arrangement Resolution does not constitute a written objection for purposes of the Dissent Right under Section 185 of the OBCA.

Givex will, within 10 days after the Arrangement Resolution is approved, send to each applicable Dissenting Shareholder a notice that the Arrangement Resolution has been adopted, stating that Givex intends to act, or has acted, on the authority of the Arrangement Resolution and advise the Dissenting Shareholder of the manner in which dissent is to be completed under Section 185 of the OBCA.

If the Arrangement Resolution is approved by the Shareholders as required at the Company Meeting, and if Givex notifies a Dissenting Shareholder of its intention to act upon the Arrangement Resolution, pursuant to Section 185 of the OBCA, the Dissenting Shareholder is then required, within 20 days after receipt of such notice, to send to Givex a signed written notice setting out the Dissenting Shareholder's name and address, the number and class of Company Shares held by the Dissenting Shareholder and that the Dissent Right is being exercised in respect of all of the Dissenting Shareholder's Company Shares. The written notice will also include demand for payment of the fair value of such Company Shares. Within 30 days after sending such written notice, the Dissenting Shareholder must send to Givex or the Transfer Agent the certificates, if any, representing the Company Shares in respect of which the Dissenting Shareholder has exercised Dissent Rights.

A Dissenting Shareholder who does not send to Givex or the Transfer Agent, as applicable, within the required period of time, the required notices or the certificates representing the Company Shares, if any, in respect of which the Dissenting Shareholder wishes to dissent, may forfeit its Dissent Rights. Upon delivery of these documents, the Dissenting Shareholder ceases to have any rights as a Shareholder other than the right to be paid the fair value of the shares, except where the Dissenting Shareholder withdraws the notice referred to above before Givex makes an offer or Givex fails to make an offer and the Dissenting Shareholder withdraws notice, in which case the Dissenting Shareholder's rights are reinstated as of the date the Dissenting Shareholder sent the notice referred to above.

If the matters provided for in the Arrangement Resolution become effective, then Givex will be required to send, not later than the seventh (7^{th}) day after the later of the Effective Date and the day the demand for payment is received, to each Dissenting Shareholder whose demand for payment has been received, a written offer to pay for the Company Shares of such Dissenting Shareholder for such amount as the Board considers to be fair value accompanied by a statement showing how the fair value was determined.

The Purchaser must pay for the Company Shares of a Dissenting Shareholder within 10 days after an offer made as described above has been accepted by a Dissenting Shareholder, but any such offer lapses if Givex does not receive an acceptance thereof within 30 days after such offer has been made. Every offer made by Givex for Company Shares will be on the same terms.

If such offer is not made or accepted within 50 days after the Effective Date, Givex may apply to the Court to fix the fair value of such Company Shares. There is no obligation of Givex to apply to the Court. If Givex fails to make such an application, a Dissenting Shareholder has the right to so apply within a further 20 days.

Condition of the Arrangement

Under the Arrangement Agreement, it is a condition precedent to the Arrangement that Dissent Rights will not have been exercised with respect to more than 7.5% of the issued and outstanding Company Shares (excluding any Dissent Rights that have been exercised and subsequently withdrawn).

Addresses for Notice

All notices to Givex of dissent to the Arrangement Resolution pursuant to Section 185 of the OBCA should be addressed to the attention of the individual set out below and be received not later than 4:30 p.m. (Toronto time) on the date that is two Business Day immediately preceding the date of the Company Meeting, or any date to which the Company Meeting may be adjourned or postponed to:

Givex Corp.
134 Peter Street, Suite 400
Toronto, Ontario, M5V 2H2

Attention: Transition Coordinator
Email: TransitionCoordinator@givex.com

THE ARRANGEMENT AGREEMENT

The Arrangement will be carried out pursuant to the Arrangement Agreement and the Plan of Arrangement. The following is a summary of the principal terms of the Arrangement Agreement. **The description of the Arrangement Agreement in this summary and elsewhere in this Circular, is a summary only and does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement, which is incorporated by reference herein and the full text of which may be viewed on SEDAR+ at www.sedarplus.ca, and may also be obtained on request without charge from Givex's Transition Coordinator by email at TransitionCoordinator@givex.com, and to the Plan of Arrangement, the full text of which is attached as Schedule "B" to this Circular. Shareholders are encouraged to read each of the Arrangement Agreement and the Plan of Arrangement in their entirety.**

On August 26, 2024, Givex, the Parent and the Purchaser entered into the Arrangement Agreement, pursuant to which Givex, the Parent and the Purchaser agreed that, subject to the terms and conditions set forth in the Arrangement Agreement, the Purchaser will acquire all of the issued and outstanding Company Shares. Pursuant to the Arrangement, each Shareholder (other than any Shareholder who has validly exercised its Dissent Rights) will receive $1.50 in cash for each Company Share (without interest) held by such Shareholder immediately prior to the Effective Time.

Representations and Warranties

The Arrangement Agreement contains representations and warranties made by Givex to the Purchaser and the Parent and representations and warranties made by the Purchaser and the Parent to Givex. These representations and warranties were made solely for purposes of the Arrangement Agreement and may be subject to important qualifications and limitations agreed to by the Parties in connection with negotiating the terms of the Arrangement Agreement. In addition, some of these representations and warranties are made as of specified dates, are subject to a contractual standard of materiality or Material Adverse Effect different from that generally applicable to public disclosure of Givex, or are used for the purpose of allocating risk between the Parties to the Arrangement Agreement. For the foregoing reasons, you should not rely on the representations and warranties contained in the Arrangement Agreement as statements of factual information at the time they were made or otherwise.

The Arrangement Agreement contains certain representations and warranties of Givex, relating to, among other things: organization and qualification; corporate authorization; execution and binding obligation; governmental authorization; non-contravention; capitalization; shareholders' and similar agreements; subsidiaries; securities law matters; no "collateral benefit"; financial statements; disclosure controls and internal controls over financial reporting; auditors; no undisclosed liabilities; absence of certain changes or events; related party transactions; compliance with laws; privacy; authorization and licenses; material contracts; personal property; title; real property; intellectual property and information technology; litigation; solvency; environmental matters; employees; employee plans; insurance; taxes; customers; suppliers; opinions; brokers; Board and Special Committee approval; *Competition Act;* and *Investment Canada Act*.

The Arrangement Agreement also contains certain representations and warranties of the Purchaser and the Parent, relating to, among other things: organization and qualification; corporate authorization; execution and binding obligation; governmental authorization; non-contravention; litigation; security ownership; source of funds; no collateral benefit; and *Investment Canada Act*.

Covenants

Covenants Regarding the Conduct of Business

Givex has covenanted and agreed that, during the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated in accordance with its terms, except

(i) with the prior written consent of the Parent (such consent not to be unreasonably withheld, conditioned or delayed); (ii) as required by the Arrangement Agreement (including in connection with any Pre-Acquisition Reorganization); (iii) as required by Law or a Governmental Entity; (iv) any good faith response to any Contagion Event (but so long as the Company notifies the Purchaser reasonably promptly of such actions and considers in good faith any reasonable requests of the Purchaser with respect thereto) or (v) as disclosed in the Company Disclosure Letter; the Company will, and will cause its Subsidiaries to, conduct their business in all material respects in the Ordinary Course, and the Company will use commercially reasonable efforts to maintain and preserve its and its Subsidiaries' business organization, assets (including Company Assets), goodwill and business relationships with other Persons with which the Company or any of its Subsidiaries have material business relations. Without limiting the generality of the foregoing, during such above-mentioned time period and subject to such above-mentioned exceptions, the Company will not, and the Company will not permit any of its Subsidiaries to, directly or indirectly:

- amend the Constating Documents of the Company or any of its Subsidiaries;

- issue, sell, grant, award, pledge, dispose of or otherwise encumber (other than Permitted Liens) or agree to issue, sell, grant, award, pledge, dispose of or otherwise encumber (other than Permitted Liens) or create any derivative interest in, any securities of the Company or its Subsidiaries or other equity or voting interests, or any options, warrants or similar rights exercisable or exchangeable for or convertible into, or otherwise evidencing a right to acquire such securities or other equity or voting interests, or any stock appreciation rights, phantom stock awards or other rights that are linked to the price or the value of the Company Shares, except for the issuance of Company Shares issuable pursuant to outstanding Company Convertible Securities in accordance with their respective terms;

- split, combine or reclassify any outstanding Company Shares or any securities of any of its Subsidiaries;

- redeem, purchase or offer to purchase Company Shares or other securities of the Company or any securities of any of its Subsidiaries;

- declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any Company Shares;

- amend the terms of any securities of the Company;

- adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of the Company or any of the Company's Subsidiaries;

- reorganize, amalgamate or merge the Company or its Subsidiaries with any other Person;

- sell, pledge, lease, dispose of, mortgage, licence, encumber or otherwise transfer or agree to sell, pledge, lease, dispose of, mortgage, licence, encumber or otherwise transfer, directly or indirectly, in one transaction or in a series of related transactions, any assets of the Company or any of its Subsidiaries or any interest in any assets of the Company and its Subsidiaries having a value greater than $100,000 individually or $500,000 in the aggregate;

- acquire (by merger, consolidation, acquisition of shares or assets or otherwise), grant any option, right of first refusal or right of first offer in or commit to acquire, directly or indirectly, in one transaction or in a series of related transactions, any assets, securities, properties, partnerships or other business organization, interests or businesses having a cost, on a per transaction basis, in excess of $100,000, and subject to a maximum of $500,000 for all such transactions, other than for greater certainty ordinary procurement contracts entered into in the Ordinary Course;

- abandon or fail to diligently pursue any application or renewal for any material Authorizations, leases, permits or registrations or take any action, or fail to take any action, that would reasonably be expected to lead to the termination of any material Authorizations, leases, permits or registrations;

- amend or modify in any material respect, or terminate or waive any material right under, any Material Contract or Lease or enter into any Contract that would be a Material Contract or Lease if in effect on the date hereof (other than the renewal of a Contract in existence on the date hereof on terms substantially consistent with terms in existence on the date hereof);

- make any capital expenditure or commitment to do so which, individually or in the aggregate exceeds $100,000, other than capital expenditures or commitments made in the Ordinary Course or that have otherwise been disclosed to the Purchaser;

- make any changes in financial accounting methods, principles, policies or practices, except as required, in each case, by IFRS or by applicable Law;

- reduce the stated capital of any securities of the Company or any of its Subsidiaries;

- settle or compromise any material Tax claim, assessment, reassessment or liability, file any amended Tax Return, make, amend, change or revoke any material Tax election or designation, enter into any material agreement with a Governmental Entity with respect to Taxes, surrender any right to claim a material Tax abatement, reduction, deduction, exemption, credit or refund, consent to the extension or waiver of the limitation period applicable to any material Tax matter or materially amend or change any of its methods of reporting income, deductions or accounting for income Tax purposes except as may be required by applicable Law;

- make any "investment" (within the meaning of subsection 212.3(10) of the Tax Act) in a corporation that is not resident in Canada (within the meaning of the Tax Act), other than in the Ordinary Course consistent with past practice provided that the Company first provides prior notice of such investment to the Purchaser and reasonably consults with the Purchaser as to the form and manner of such investment;

- unless requested by the Purchaser or as part of the Pre-Acquisition Reorganization, knowingly take any action or permit inaction or enter into any transaction that could reasonably be expected to have the effect of materially reducing or eliminating the amount of the tax cost "bump", if any, pursuant to paragraphs 88(1)(c) and 88(1)(d) of the Tax Act in respect of the securities of any affiliates or Subsidiaries and other nondepreciable capital property owned by the Company or any of its Subsidiaries on the date hereof, upon an amalgamation or winding-up of the Company or any of its Subsidiaries (or any of their respective successors);

- except for renewals in the Ordinary Course on terms substantially consistent with terms in existence on the date hereof, amend, modify, terminate, cancel or let lapse any material insurance (or re-insurance) policy of the Company or any of its Subsidiaries in effect on the date of the Arrangement Agreement, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage substantially similar to or greater than the coverage under the terminated, cancelled or lapsed policies are in full force and effect;

- prepay any long-term indebtedness before its scheduled maturity, or increase, create, incur, assume or otherwise become liable for any indebtedness for borrowed money or guarantees thereof other than in connection with advances under the Company's or any of its Subsidiaries' existing credit facilities or mortgages disclosed in the Company Disclosure Letter;

- make any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of, any Person, other than transactions between two or more Persons each of whom is a wholly-owned Subsidiary of the Company, or between the Company and one or more Persons each of whom is a wholly-owned Subsidiary of the Company;

- commence, waive, release, assign, settle or compromise any claims, rights, litigation, proceeding or governmental investigation in excess of an amount of $250,000 individually or $500,000 in the aggregate or which would reasonably be expected to have a Company Material Adverse Effect;

- enter into any material interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;

- materially change the business of the Company or its Subsidiaries;

- grant any increase in the rate of wages, salaries, bonuses or other remuneration or entitlement of any Company Employee, director or contractor or make any bonus or profit sharing distribution or similar payment of any kind, or adopt or otherwise implement any bonus, transaction bonus, change of control, termination, severance or retention plan or program for the benefit of any Company Employee, director or contractor, except in the Ordinary Course, or as required by the terms of any existing Employee Plan or existing written agreements;

- grant any increase in benefits under, or any modification of, any Employee Plan, or establish any new Employee Plan;

- terminate (other than for cause) any (x) officer or (y) key employee or (z) contractor whose annualized base compensation is $150,000 or more;

- hire any employee or contractor whose annualized base compensation will be $150,000 or more;

- place any Company Employee on a temporary lay-off;

- become bound by or a party to any collective agreement or other agreement with any union or employee association (except to the extent required by applicable Law);

- other than in the Ordinary Course, enter into any Contract with a Person (other than a wholly-owned Subsidiary of the Company), that does not deal at arm's length with the Company within the meaning of the Tax Act;

- enter into or materially amend any Contract with any broker, finder or investment banker, including any material amendment of any of the Contracts with Canaccord Genuity, except where the Board or any committee thereof, acting in good faith, determines that failure to do any of the foregoing would be inconsistent with its fiduciary duties, including in connection with the review of any Acquisition Proposal;

- enter into any Contract that limits or otherwise restricts the Company, any of its Subsidiaries or any of their respective affiliates or any of their respective successors from engaging in any line of business or carrying on business in any geographic area or the scope of Persons to whom any such Person may sell products or services or acquire products or services from;

- grant any Lien (other than Permitted Liens) on any material Company Assets;

- enter into any termination, severance, compensation, change of control, employment, retention, or other Contracts or Employee Plans with any Company Employees, directors or contractors or former employees, directors or contractors of the Company or any of its Subsidiaries providing for cash or other compensation, entitlements, benefits or acceleration of benefits or other entitlements upon the consummation of, or relating to the consummation of the Arrangement or any other transaction contemplated by the Arrangement Agreement, including a change of control of the Company or of any of its Subsidiaries; or

- agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

Covenants of the Company Relating to the Arrangement

Subject to the terms and conditions of the Arrangement Agreement (including the provisions that govern in relation to Regulatory Approvals), Givex has covenanted and agreed to perform, and cause its Subsidiaries to perform, all obligations required to be performed by the Company or any of its Subsidiaries under the Arrangement Agreement, cooperate with the Purchaser in connection therewith, and do all such other commercially reasonable acts and things as may be reasonably necessary or desirable to complete and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, the Company will and, where appropriate, will cause its Subsidiaries to:

- use commercially reasonable efforts to obtain and maintain all third party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are (i) required under the Material Contracts in connection with the Arrangement, or (ii) required in order to maintain the Material Contracts in full force and effect following completion of the Arrangement, in each case, on terms that are reasonably satisfactory to the Purchaser, and without paying, and without committing itself or the Purchaser to pay, any consideration or incur any liability or obligation without the prior written consent of the Parent such consent not to be unreasonably withheld, conditioned or delayed (it being expressly agreed by the Purchaser and Parent that the receipt of any such consents, waivers, permits, exemptions, orders, approvals, agreements amendments or confirmations is not a condition to the consummation of the Arrangement and the transactions contemplated by the Arrangement Agreement);

- other than in connection with obtaining the Regulatory Approvals, which will be governed in accordance with the terms set out in the Arrangement Agreement, use commercially reasonable efforts, upon reasonable consultation with the Purchaser, to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the completion of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or the Arrangement Agreement;

- use commercially reasonable efforts to satisfy all conditions precedent in the Arrangement Agreement to the extent satisfaction of same is within the control of the Company;

- carry out the terms of the Interim Order and the Final Order applicable to it and comply promptly with all requirements which applicable Laws may impose on the Company or its Subsidiaries with respect to the transactions contemplated by the Arrangement Agreement;

- use all commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from the Company and its Subsidiaries relating to the Arrangement;

- not take any action, or refrain from taking any action, or permit any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the completion of the Arrangement; and

- subject to confirmation that insurance coverage is maintained or purchased in accordance with the Arrangement Agreement and delivery by each of the Purchaser, Parent and the Company and each member of the Board of mutual releases from all claims and potential claims in respect of the period prior to the Effective Time, use commercially reasonable efforts to assist in effecting the resignations of each of the Company's, and each of its Subsidiary's, respective directors and cause them to be replaced as of the Effective Date by individuals nominated by the Purchaser.

During the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time the Arrangement Agreement is terminated in accordance with its terms, subject to Law, the Company will promptly notify the Purchaser of: (i) any Company Material Adverse Effect;(ii) unless prohibited by Law, any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with the Arrangement Agreement or the Arrangement;(iii) unless prohibited by Law, any notice or other communication from any Governmental Entity in connection with the Arrangement Agreement (and, subject to the Law, the Company will contemporaneously provide a copy of any such written notice or communication to the Purchaser); (iv) any material filing, action, suit, claim, investigation or proceeding commenced or, to its knowledge, threatened in writing against, relating to or involving or otherwise affecting the Company or its Subsidiaries in connection with the Arrangement Agreement or the Arrangement; or (v) any proceedings commenced or, to the Company's knowledge, threatened against, relating to or involving the Company or any of its Subsidiaries or that relate to the Arrangement Agreement or the Arrangement; provided that in each case, matters relating to Regulatory Approval shall be governed by the Arrangement Agreement.

Covenants of the Purchaser and the Parent relating to the Arrangement

Subject to the terms and conditions of the Arrangement Agreement (including the provisions that govern in relation to Regulatory Approvals), during the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time the Arrangement Agreement is terminated in accordance with its terms, subject to the terms and conditions of the Arrangement Agreement and to Law, each of the Purchaser and the Parent has covenanted and agreed to perform all obligations required to be performed by it under the Arrangement Agreement, cooperate with the Company in connection therewith, and do all such other acts and things as may be reasonably necessary or desirable in order to complete and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, each of the Purchaser and the Parent will:

- cooperate with the Company in connection with, and use its commercially reasonable efforts to assist the Company in providing, obtaining and maintaining all consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations required pursuant to the Arrangement Agreement.

- use its commercially reasonable efforts, upon reasonable consultation with the Company, to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the completion of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or the Arrangement Agreement;

- vote any Company Shares, directly or indirectly, owned or controlled by the Purchaser, the Parent or their affiliates in favour of the Arrangement Resolution and against approval of any action or proposal which could reasonably be expected to impede, delay or prevent the completion of the Arrangement and the transactions contemplated by the Arrangement Agreement;

- not exercise Dissent Rights in respect of such Company Shares;

- use all commercially reasonable efforts to assist the Company in effecting all necessary registrations, filings and submissions of information required by Governmental Entities from the Company and its Subsidiaries relating to the Arrangement;

- not take any action, or refrain from taking any action, or permit any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the completion of the Arrangement;

- use commercially reasonable efforts to satisfy, or cause the satisfaction of, all conditions precedent in the Arrangement Agreement to the extent satisfaction of same is within the control of the Purchaser or Parent; and

- carry out the terms of the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by Law on it or its Subsidiaries with respect to the Arrangement Agreement or the Arrangement.

During the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time the Arrangement Agreement is terminated in accordance with its terms, subject to Law, the Purchaser will promptly notify the Company of: (i) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with the Arrangement Agreement or the Arrangement; (ii) any notice or other communication from any Governmental Entity in connection with the Arrangement Agreement (and the Purchaser will contemporaneously provide a copy of any such written notice or communication to the Company); (iii) any material filing, action, suit, claim, investigation or proceeding commenced or, to the knowledge of the Purchaser or the Parent, threatened against, relating to or involving or otherwise affecting the Purchaser, the Parent or their respective Subsidiaries in connection with the Arrangement Agreement or the Arrangement; or (iv) any proceedings commenced or, to the knowledge of the Purchaser or the Parent, threatened in writing against, relating to or involving the Purchaser, the Parent or any of their respective Subsidiaries or that relate to the Arrangement Agreement or the Arrangement.

Covenants Regarding Non-Solicitation

Non-Solicitation

Except as provided for in the Arrangement Agreement, from the date of the Arrangement Agreement until its termination in accordance with its terms, Givex will not, directly or indirectly, through any officer, director, representative (including any financial or other advisor) or agent of the Company or of any of its Subsidiaries (collectively "**Representatives**") and will not permit any such Person to:

- solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to or disclosure of any confidential information, properties, facilities, books or records of the Company or any of its Subsidiaries) any Acquisition Proposal;

- enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent or any of their respective Representatives) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to lead to an Acquisition Proposal, provided that the Company may (A) communicate with any Person for the purpose of clarifying the terms and conditions of any inquiry, proposal or offer made by such Person and informing itself about the Person that made it, (B) advise any Person of the restrictions of the Arrangement Agreement, and (C) advise any Person making an Acquisition Proposal that the Board has determined that such Acquisition Proposal does not constitute, or is not reasonably expected to constitute or lead to, a Superior Proposal;

- make a Change in Recommendation;

- accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than five Business Days following the public announcement or public disclosure of the Acquisition Proposal will not be considered to be in violation of the Arrangement Agreement provided the Board has rejected such Acquisition Proposal and affirmed the Board Recommendation before the end of such five Business Day period (or if the Company Meeting is scheduled to occur within such five Business Day period, prior to the third Business Day before the date of the Company Meeting)); or

- accept or enter into or publicly propose to accept or enter into any Contract in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by the Arrangement Agreement) (an "**Alternative Transaction Agreement**").

Givex has covenanted and agreed that, except as provided in the Arrangement Agreement, it will, and will cause its Subsidiaries and its Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiation or other activities commenced prior to the date of the Arrangement Agreement with any Person (other than the Purchaser, the Parent and their respective Representatives) with respect to any inquiry, proposal or offer that constitutes or may reasonably be expected to lead to, an Acquisition Proposal and in connection with such termination will: (a) discontinue access to and disclosure of all information, if any, to any such Person, including any data room and any confidential information, properties, facilities, books and records of the Company or any Subsidiary; and (b) within five Business Days, request, and exercise all rights it has to require (i) the return or destruction of all copies of any confidential information regarding the Company or any of its Subsidiaries provided to any Person (other than the Purchaser or its Representatives) who has entered into a Contract with the Company regarding a potential Acquisition Proposal since January, 2023, and (ii) the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding the Company or any Subsidiary, to the extent that such information has not previously been returned or destroyed using its commercially reasonable efforts to ensure that such requests are fully complied with to the extent the Company is entitled. Givex has covenanted and agreed that: (i) the Company shall use commercially reasonable efforts to enforce each confidentiality, standstill or similar agreement or restriction which the Company or any Subsidiary is a party, and (ii) neither the Company, nor any of its Subsidiaries nor any of their Representatives will, release any Person from, or waive amend or suspend or otherwise modify such Person's obligations respecting the Company, or any of its Subsidiaries, under any confidentiality, standstill or similar agreement or restriction to which the Company or any of its Subsidiaries is a party, it being acknowledged by the Purchaser that the automatic termination or release of any restrictions of any such agreements as a result of entering into and announcing the Arrangement Agreement will not be in violation of the Arrangement Agreement.

Notification of Acquisition Proposals

Givex has covenanted and agreed that if the Company or any of its Subsidiaries or any of their respective Representatives receives a written inquiry, proposal or offer that constitutes or may reasonably be expected to lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of confidential information relating to the Company or any of its Subsidiaries in connection with any proposal that constitutes or may reasonably be expected to lead to an Acquisition Proposal, including information, access or disclosure relating to the properties, facilities, books or records of the Company or any of its Subsidiaries, the Company will promptly notify the Purchaser, at first orally, and then as soon as practicable (and in any event within 24 hours) in writing, of (a) such Acquisition Proposal, inquiry, proposal, offer or request, including, the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request to the extent known, and copies of all material agreements and documents in respect thereof, from or on behalf of any such Person and (b) the status of developments or discussion with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any material changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request.

Responding to an Acquisition Proposal

Notwithstanding anything to the contrary in the Arrangement Agreement, if, at any time prior to obtaining the approval by the Shareholders of the Arrangement Resolution, the Company receives a *bona fide* written Acquisition Proposal, the Company and its Representatives may engage in or participate in discussions or negotiations with such Person and its Representatives regarding such Acquisition Proposal, and may provide copies of, access to or disclosure of confidential information, properties, facilities, books or records of the Company or any of its Subsidiaries, if and only if the:

- the Board first determines in good faith, after consultation with its financial advisor and outside legal counsel, that such Acquisition Proposal constitutes or would reasonably be expected to constitute or lead to a Superior Proposal;

- such Person was not restricted from making such Acquisition Proposal pursuant to an existing standstill or similar restriction; and

- prior to providing any such copies, access, or disclosure, the Company enters into a confidentiality and standstill agreement with such Person having terms that are, in the aggregate, not less favourable to the Company than those set out in the confidentiality agreement (provided that such confidentiality and standstill agreement need not prohibit or purport to prohibit an Acquisition Proposal being made to the Board or any committee thereof or consummating a Superior Proposal) and any such copies, access or disclosure provided to such Person will have already been (or will reasonably promptly) provided to the Purchaser and the Parent.

Nothing contained in the Arrangement Agreement will prohibit the Board (or any committee thereof) from complying with section 2.17 of National Instrument 62-104 – *Take-Over Bids and Issuer Bids* and similar provisions under the Securities Act relating to the provision of a directors' circular in respect of an Acquisition Proposal that is not a Superior Proposal. Further, nothing in the Arrangement Agreement shall prevent the Board from making any disclosure to the Shareholders if the Board, acting in good faith, determines that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Board or such disclosure is otherwise required under Law.

Alternative Transaction Agreement/Change in Recommendation; Matching Period

If the Company receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by Shareholders, the Board may authorize Company to enter into an Alternative Transaction Agreement with respect to a Superior Proposal and/or make a Change in Recommendation, if and only if:

- such Acquisition Proposal did not result from the breach of the Company's obligations under the Arrangement Agreement in all material respects;

- the Board determines in good faith, after consultation with its financial advisor and outside legal counsel, that such Acquisition Proposal constitutes a Superior Proposal and it is the intention of the Board to enter into an Alternative Transaction Agreement and/or make a Change in Recommendation with respect to a Superior Proposal;

- the Company provides the Purchaser with written notice of its intention to enter into an Alternative Transaction Agreement (a "**Superior Proposal Notice**"), which notice will include a copy of the proposed Alternative Transaction Agreement and all ancillary documentation (and supporting materials) containing material terms and conditions of the Superior Proposal (including any financing documents subject to customary confidentiality provisions) provided to the Company, including the cash value that the Board has, after consultation with its financial advisor, determined should be ascribed to any non-cash consideration offered under the Superior Proposal;

- at least five Business Days (the "**Matching Period**") shall have elapsed from the date on which the Purchaser has received the Superior Proposal Notice;

- during the Matching Period, the Purchaser has had the opportunity (but not the obligation), in accordance with the Arrangement Agreement, to offer to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;

- at the end of the Matching Period, the Board determines in good faith, after consultation with its financial advisor and its outside legal counsel (and taking into account any amendment or modification to the terms of the Arrangement or the Arrangement Agreement that the Purchaser has agreed in writing to make), that such Acquisition Proposal continues to constitute a Superior Proposal; and

- in the case of an Alternative Transaction Agreement, prior to or concurrently with entering into an Alternative Transaction Agreement, the Company terminates the Arrangement Agreement pursuant and pays the Termination Amount.

Givex has covenanted and agreed that during the Matching Period, or such longer period as the Company may approve in writing for such purpose: (i) the Purchaser will have the opportunity, but not the obligation, to offer to amend the terms of the Arrangement and the Arrangement Agreement; (ii) the Board will review any such offer made by the Purchaser to amend the terms of the Arrangement and the Arrangement Agreement in good faith in the exercise of its fiduciary duties in order to determine whether such Acquisition Proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (iii) if the Acquisition Proposal would no longer constitute a Superior Proposal, the Company will negotiate in good faith with the Purchaser and the Parent to make such amendments to the terms of the Arrangement and the Arrangement Agreement as would enable the Purchaser to proceed with the transactions contemplated by the Arrangement Agreement on such amended terms. If the Board determines that such Acquisition Proposal would cease to be a Superior Proposal, the Company will promptly so advise the Purchaser and the Parent, and the Company, the Purchaser and the Parent will amend the Arrangement Agreement to reflect such offer made by the Purchaser and the Parent, and will take and cause to be taken all such actions as are necessary to give effect to the foregoing.

Givex has covenanted and agreed that the Board will promptly reaffirm the Board Recommendation by news release after (i) the Board has determined that any Acquisition Proposal is not a Superior Proposal if the Acquisition Proposal has been publicly announced or (ii) the Board determines that a proposed amendment to the terms of the Arrangement Agreement would result in an Acquisition Proposal that has been publicly announced and which previously constituted a Superior Proposal no longer being a Superior Proposal. The Company will provide the Purchaser and its legal counsel with a reasonable opportunity to review the form and content of any such news release and will give reasonable consideration to any amendments to such news release requested by the Purchaser and its legal counsel.

If the Company provides a Superior Proposal Notice to the Purchaser and the Parent on a date that is less than five Business Days before the Company Meeting, the Company may, and will at the request of Purchaser, acting reasonably, postpone the Company Meeting to a date that is not more than fifteen Business Days after the scheduled date of the Company Meeting (and, in any event, prior to the Outside Date).

Further, the Company covenanted and agreed that any violation of the restrictions set forth in the Arrangement Agreement by the Company's Subsidiaries or the Company's or its Subsidiaries' respective Representatives shall be deemed to be a breach by the Company.

Conditions Precedent to the Arrangement

Mutual Conditions Precedent

The respective obligations of the Parties to complete the transactions contemplated by the Arrangement Agreement are subject to the fulfillment or waiver (to the extent permissible under applicable Law), on or before the Effective Date, of each of the following conditions precedent, each of which may only be waived with the mutual consent of the Parties:

- Each of the Interim Order and the Final Order has been obtained on terms consistent with the Arrangement Agreement and has not been set aside or modified in a manner unacceptable to either the Company or the Purchaser, each acting reasonably, on appeal or otherwise.

- The Arrangement Resolution has received the Required Approval at the Company Meeting in accordance with the Interim Order.

- No Law is in effect that makes the completion of the Arrangement illegal or otherwise prohibits or enjoins the Company, the Purchaser or the Parent from completing the Arrangement and there is no action or proceeding pending by a Governmental Entity that would, if successful, prohibit or enjoin the Company, the Purchaser or the Parent from completing the Arrangement.

Additional Conditions Precedent to the Obligations of the Purchaser

The Purchaser is not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of the Purchaser and may only be waived, in whole or in part, by the Purchaser in its sole discretion:

- the representations and warranties of the Company set forth in the Arrangement Agreement shall be true and correct in all respects as of the date of the Arrangement Agreement and as of the Effective Time, except for de minimis inaccuracies, and all the other representations and warranties of the Company set forth in the Arrangement Agreement will be true and correct in all respects, as of the date of the Arrangement Agreement, and as of the Effective Time as if made at and as of such time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, would not have a Company Material Adverse Effect and the Company has delivered a certificate confirming same to the Purchaser and the Parent, executed by two members of Senior Management (in each case on the Company's behalf and without personal liability), addressed to the Purchaser and the Parent and dated the Effective Date;

- the Company has fulfilled or complied in all material respects with each of the covenants of the Company contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Date, or which have not been waived by the Purchaser, and has delivered a certificate confirming same to the Purchaser and the Parent, executed by two members of Senior Management (in each case on behalf of the Company and without personal liability) addressed to the Purchaser and the Parent and dated the Effective Date;

- since the date of the Arrangement Agreement, there shall not have occurred a Company Material Adverse Effect that remains continuing;

- dissent Rights have not been exercised (or, if exercised, remain outstanding) with respect to more than 7.5% of the issued and outstanding Company Shares; and

- the Company shall have caused to have executed and delivered to the Purchaser and the Parent, at or prior to the Effective Time, the Restrictive Covenant Agreement.

Additional Conditions Precedent to the Obligations of the Company

Givex is not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions are for the exclusive benefit of the Company and may only be waived, in whole or in part, by the Company in its sole discretion:

- the representations and warranties of the Purchaser and the Parent set forth in the Arrangement Agreement are true and correct in all material respects as of the Effective Time as if made at and as of such time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date), except where the failure to be so true and correct in all material respects, individually or in the aggregate, would not reasonably be expected to materially impede or delay the completion of the Arrangement, and each of the Purchaser and the Parent has delivered a certificate confirming same to the Company, executed by two senior officers thereof (in each case on behalf of the Purchaser and Parent and without personal liability) addressed to the Company and dated the Effective Date;

- each of the Purchaser and the Parent has fulfilled or complied in all material respects with each of its covenants contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Time, or which have not been waived by the Company, and each of the Purchaser and the Parent has delivered a certificate confirming same to the Company, executed by two senior officers thereof (in each case on behalf of the Purchaser and Parent and without personal liability) addressed to the Company and dated the Effective Date; and

- the Purchaser will have deposited or caused to be deposited with the Depositary in accordance with the Arrangement Agreement the funds required to effect payment in full of the aggregate consideration to be paid pursuant to the Arrangement and the Depositary will have confirmed to the Company receipt from or on behalf of the Purchaser of the funds contemplated by the Arrangement Agreement.

Termination

The Arrangement Agreement may be terminated prior to the Effective Time by:

- mutual written agreement of the Parties; or

- either Givex or the Purchaser, if:

    - the Company Meeting is duly convened and held, the Arrangement Resolution is voted on by Shareholders and the Required Approval is not obtained at the Company Meeting (or any adjournment or postponement thereof) in accordance with the Interim Order;

- there will be enacted or made any applicable Law (or any such applicable Law will have been amended) that makes consummation of the Arrangement illegal or otherwise prohibited or enjoins the Company, the Parent or the Purchaser from consummating the Arrangement and such applicable Law (if applicable) or enjoinment will have become final and non-appealable; or

- the Effective Time does not occur on or before the Outside Date, except that the right to terminate the Arrangement Agreement will not be available to any such Party whose failure (or, in the case of the Parent, the failure of any of the Purchaser or the Parent) to fulfill any of its obligations has been the cause of, or resulted in, the failure of the Effective Time to occur by such date;

- Givex, if:

  - a breach of any representation or warranty or failure to perform any covenant or agreement on the part of any of the Purchaser or the Parent set forth in the Arrangement Agreement will have occurred that would cause the conditions set forth in the Purchaser and Parent representations and warranties condition or the Purchaser and Parent covenants condition of the Arrangement Agreement not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the Arrangement Agreement; provided, however, that, the Company is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth in the mutual conditions precedent of the Arrangement Agreement or the Purchaser conditions of the Arrangement Agreement not to be satisfied;

  - prior to the approval by the Shareholders of the Arrangement Resolution, the Board authorizes the Company to enter into an Alternative Transaction Agreement (other than a confidentiality and standstill agreement permitted by and in accordance with the Arrangement Agreement) with respect to a Superior Proposal in accordance with the Arrangement Agreement and prior to or concurrently with such termination the Company pays the Termination Amount in consideration for the disposition of the Purchaser's rights under the Arrangement Agreement; or

  - the Purchaser fails to deposit or cause to be deposited the funds required to be deposited by it in accordance with the Arrangement Agreement;

- the Purchaser if:

  - a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company under the Arrangement Agreement occurs that would cause any condition in the Company representations and warranties condition or Company covenants condition not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the Arrangement Agreement; provided that neither the Purchaser or the Parent is then in breach of the Arrangement Agreement so as to cause any condition in the mutual conditions precedent of the Arrangement Agreement or the Company conditions of the Arrangement Agreement not to be satisfied;

  - prior to the approval of the Arrangement Resolution at the Company Meeting (i) the Board or any committee of the Board fails to unanimously recommend or withdraws, amends, modifies or qualifies, or publicly proposes or states an intention to withdraw, amend, modify or qualify, the Board Recommendation in a manner adverse to the Purchaser (it being understood that the taking of a neutral position or no position with respect to an Acquisition Proposal following the public announcement thereof for a period of no more than five (5) Business Days shall not be considered adverse), (ii) the Board or any committee of the Board accepts, approves, endorses or recommends or publicly proposes to accept, approve, endorse or recommend an Acquisition Proposal or takes no position or remains neutral with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for more than five (5) Business Days (or beyond the third Business Day prior to the date of the Company Meeting, if sooner), (iii) the Board or any committee of the Board fails to publicly reaffirm the Board Recommendation (without qualification) within five Business Days after having been requested in writing by the Purchaser to do so (or in the event that Company Meeting is scheduled to occur within such five Business Day period, prior to the third Business Day prior to the date of the Company Meeting) (it being acknowledged that, other than following the public announcement of an Acquisition Proposal, the Board and any committee thereof will have no obligation to make such reaffirmation on more than two (2) separate occasions) (together with any of the matters set forth in (i) and (ii), a "**Change in Recommendation**"), (iv) the Board or any committee of the Board enters into (other than a confidentiality and standstill agreement permitted by and in accordance with the Arrangement Agreement) or publicly proposed to accept or enter into any Alternative Transaction Agreement;

- the Company breaches its obligations under the non-solicitation provision in the Arrangement Agreement in any material respect; or

- since the date of the Arrangement Agreement, there has occurred and is continuing a Company Material Adverse Effect which is incapable of being cured on or prior to the Outside Date.

<u>Termination Amounts</u>

Despite any other provision in the Arrangement Agreement relating to the payment of fees and expenses, including the payment of brokerage fees, if a Termination Amount Event occurs, the Company will pay the Termination Amount to the Purchaser in consideration for the disposition of the Purchaser's rights under the Arrangement Agreement.

For the purposes of the Arrangement Agreement, "**Termination Amount**" means $7.75 million, and "**Termination Amount Event**" means the termination of the Arrangement Agreement:

(i) by the Company if prior to obtaining the Required Approval, the Board approves and authorizes the Company to enter into an Alternative Transaction Agreement in compliance with the Arrangement Agreement;

(ii) by the Parent or the Purchaser, as applicable, if prior to obtaining the Required Approval, the Board makes a Change in Recommendation or the Company breaches the non-solicitation provisions in the Arrangement Agreement; or

(iii) by the Company or the Parent and the Purchaser, as applicable, if the Required Approval is not obtained or the Effective Time does not occur by the outside date or by the Purchaser in the case of a breach of the representations, warranties or covenants by the Company, if:

   (A) after the date of the Arrangement Agreement and prior to such termination, an Acquisition Proposal shall have been publicly announced by any Person (other than the Purchaser or any of its affiliates or its joint actors); and

   (B) within twelve months following the date of such termination, (A) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) is consummated, or (B) the Company or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, enters into an Alternative Transaction Agreement in respect of an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) and such Acquisition Proposal is later consummated at any time.

The Arrangement Agreement also stipulates certain timing requirements for payment of the Termination Amount based on the Termination Amount Event that has occurred. In no event will the Company be obligated to pay the Termination Amount on more than one occasion.

Each Party has acknowledged that all of the payment amounts for the Termination Amount are in consideration for the disposition of the Purchaser's rights under the Arrangement Agreement and are a genuine pre-estimate of the damages, including opportunity costs, which the Purchaser will suffer or incur as a result of the event giving rise to such damages and the resultant termination of the Arrangement Agreement and are not penalties. The Company irrevocably waived any right that it may have to raise as a defence that any such liquidated damages are excessive or punitive.

The Parties agreed that payment of the Termination Amount in accordance with the Arrangement Agreement is the sole and exclusive monetary remedy of the Parent, the Purchaser and their respective former, current or future general or limited partners, security holders, financing sources, agents, managers, trustees, directors, officers or affiliates (collectively, "**Purchaser Related Parties**") in respect of the event giving rise to such payment and the termination of the Arrangement Agreement, and following receipt of the Termination Amount, none of Parent, the Purchaser or any Purchaser Related Party will be entitled to bring or maintain any claim, action or proceeding against the Company or any of its former, current or future partners, Shareholders or any other security holder, general or limited partner, financing source, managers, agents, advisors, directors, officers or affiliates (collectively, the "**Company Related Parties**") arising out of or in connection with the Arrangement Agreement (or the termination hereof) or the transactions contemplated by the Arrangement Agreement and neither the Company nor any of the Company Related Parties will have any further liability with respect to the Arrangement Agreement or the transactions contemplated hereby to the Parent, the Purchaser or any Purchaser Related Party. Notwithstanding anything in the Arrangement Agreement to the contrary, while the Parent and the Purchaser may pursue both a grant of specific performance in accordance with the Arrangement Agreement and the payment of the Termination Amount, under no circumstances will the Parent or the Purchaser be permitted or entitled to receive both a grant of specific performance of the Company's obligation to complete the transactions contemplated in the Arrangement Agreement and any monetary damages, including all or any portion of the Termination Amount.

Expenses

Except as otherwise provided in the Arrangement Agreement, the Parties agreed that all out-of-pocket expenses of the Parties relating to the Arrangement Agreement or the transactions contemplated hereby, including legal fees, accounting fees, financial advisory fees, court fees, SEDAR+ filing fees, securities commission fees, stock exchange fees, all disbursements of advisors and printing and mailing costs, shall be paid by the Party incurring such expenses. For greater certainty, nothing in the Arrangement Agreement will prevent or limit the Company from paying the reasonable fees and disbursements (plus applicable Taxes, if any) of its legal, accounting and financial advisors which are incurred by the Company in connection with the transactions contemplated hereby. The Purchaser shall pay any filing or similar fee payable to a Governmental Entity plus applicable Taxes in connection with a Regulatory Approval.

Amendment

The Arrangement Agreement may, at any time and from time to time before or after the holding of the Company Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of Shareholders and any such amendment may, subject to the Interim Order and the Final Order and Law:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) modify any representation or warranty contained in the Arrangement Agreement or in any document delivered pursuant to the Arrangement Agreement;

(c) modify any of the covenants contained in the Arrangement Agreement and waive or modify performance of any of the obligations of any of the Parties; and/or

(d) modify any mutual conditions contained in the Arrangement Agreement.

Waiver

No waiver of any of the provisions of the Arrangement Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under the Arrangement Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

THE VOTING SUPPORT AGREEMENTS

The description of the Voting Support Agreements in this summary and elsewhere in this Circular, is a summary only and does not purport to be complete and is qualified in its entirety by reference to the Voting Support Agreements, which are incorporated by reference herein and the full text of which may be viewed on SEDAR+ at www.sedarplus.ca, and may also be obtained on request without charge from Givex's Transition Coordinator by email at TransitionCoordinator@givex.com. Shareholders are encouraged to read the Voting Support Agreements in their entirety.

Each of the Supporting Shareholders have entered into a Voting Support Agreement with the Purchaser and the Parent in respect of Company Shares representing, in the aggregate, approximately 57.5% of the outstanding Company Shares, each as at the date of the Voting Support Agreement.

The Voting Support Agreements set forth, among other things and subject to certain exceptions, the agreement of such Supporting Shareholders to vote their Subject Securities in favour of the Arrangement Resolution at the Company Meeting and any matters related thereto. The Supporting Shareholders have agreed from time to time, until the termination of the Voting Support Agreements, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) their Subject Securities (to the extent that they carry the right to vote) against any arrangement agreement or plan of arrangement (other than the Arrangement) merger agreement or merger, consolidation, business combination, sale or transfer of a material amount of assets, amalgamation, reorganization, recapitalization, dissolution, liquidation or winding up of or by the Company or any other Acquisition Proposal, or any amendment of the Company's constating documents or other proposal or transaction involving the Company or any of their Subsidiaries, which could reasonably be expected to impede, prevent or delay the successful completion of the Arrangement.

Until the termination of the Voting Support Agreements, the Supporting Shareholders have agreed, subject to the terms and conditions of the Voting Support Agreements, among other things:

(a) immediately cease and cause to be terminated any existing solicitation, encouragement, discussion or negotiation commenced prior to the date of the Supporting Voting Agreement with any Person (other than the Purchaser and its affiliates) that it is engaged in with respect to any inquiry, proposal or offer that constitutes, or reasonably could be expected to constitute or lead to, an Acquisition Proposal, whether or not initiated by the Supporting Shareholders;

(b) not to directly or indirectly: (i) sell, transfer, assign, tender, exchange, grant a participation interest in, gift, option, pledge, hypothecate, grant a security interest in, place in trust or otherwise convey, dispose or encumber (including by way of tendering to a take-over bid) (each, a "**Transfer**"), or enter into any agreement, understanding, option or other arrangement with respect to the Transfer of, any of their Subject Securities to any Person, other than pursuant to the Arrangement Agreement or the Voting Support Agreement; (ii) grant any proxies or power of attorney, deposit any of their Subject Securities into any voting trust or enter into any voting arrangement, whether formal or informal or by proxy, voting agreement or otherwise, with respect to their Subject Securities, other than pursuant to the Voting Support Agreement; (iii) otherwise enter into any agreement or arrangement with any person or entity or commit any act that could limit, restrict or affect the Shareholder's legal power, authority, or right to vote any of their Subject Securities or otherwise prevent or prohibit the Shareholder from performing any of their obligations under the Voting Support Agreement; or (iv) requisition or join in the requisition of any meeting of any of the Shareholders of the Company for the purpose of considering any resolution; and

(c) not to exercise any Dissent Rights or similar rights in respect of any resolution approving the Arrangement.

In addition, until the termination of the Voting Support Agreements, certain of the Supporting Shareholders have agreed, subject to the terms and conditions of the Voting Support Agreements, among other things:

(a) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding) any Acquisition Proposal;

(b) participate in any discussions or negotiations with any Person (other than the Purchaser, the Parent or any of their respective Representatives) regarding an Acquisition Proposal or any inquiry, proposal or offer that constitutes or may reasonably be expected to lead to an Acquisition Proposal;

(c) withdraw, amend, modify or qualify the Supporting Shareholders' support, or publicly propose or state an intention to withdraw, amend, modify or qualify the Supporting Shareholders support, of the Arrangement; or

(d) accept or enter into or publicly propose to accept or enter into any Contract in respect of an Acquisition Proposal.

The Supporting Shareholders have covenanted and agreed in favour of the Parent and the Purchaser that: (a) no later than five Business Days prior to the date of any meeting of any Shareholders of the Company to consider the Arrangement, including the Company Meeting, the Shareholder shall duly complete and cause forms of proxy, including the Form of Proxy, or voting instruction forms, as applicable, in respect of all the Subject Securities having voting rights in respect of the Arrangement to be validly delivered to the Company (or as otherwise directed on such forms prepared by the Company and with a copy to the Purchaser) to cause the Subject Securities to be voted in favour of the approval of the Arrangement and any other matter necessary for the consummation of the Arrangement; and (b) such forms of proxy or voting instruction forms, as applicable, shall not be revoked or withdrawn, unless the prior written consent from the Purchaser has been obtained or the Voting Support Agreements have been terminated in accordance with their terms.

The Voting Support Agreements contain certain representations and warranties of the Supporting Shareholders, relating to, among other things: incorporation; capacity; authorization; execution and binding obligation; ownership of shares and other securities; non-contravention; no proceedings; no agreements; and voting and sale.

The Voting Support Agreements also contain certain representations and warranties of the Purchaser and the Parent, relating to, among other things: incorporation; authorization; execution and binding obligation; and non-contravention.

The Supporting Shareholders' obligations under the Voting Support Agreements may be terminated by a written instrument executed by each of the Parent, the Purchaser and the Supporting Shareholder. The Voting Support Agreements shall automatically terminate and be of no further force or effect on the earlier of: (a) the Effective Time; (b) the date on which the Arrangement Agreement terminates or is terminated in accordance with its terms or (c) there is any change in the amount or form of consideration payable pursuant to the Arrangement (other than to increase the total consideration and/or to add additional consideration or additional forms of consideration).

REGULATORY MATTERS

<u>Competition Act (Canada)</u>

Under the Competition Act, the acquisition of voting shares of a corporation that carries on an operating business or controls an entity that carries on an operating business requires pre-merger notification if certain financial thresholds (size of parties and size of transaction) are exceeded.

It has been determined, based on the representations of the Parties in the Arrangement Agreement, that no pre-merger notification is required in respect of the Arrangement. The Commissioner of Competition (Canada) has jurisdiction to challenge any transaction (not just those subject to mandatory notification) for up to one year after the transaction has been substantially completed if he is of the view that the transaction is likely to result in a substantial lessening or prevention of competition in a relevant market in Canada.

Investment Canada Act

Under the *Investment Canada Act*, a transaction exceeding certain financial thresholds, and which involves the acquisition of control of Canadian business by a non-Canadian, may be subject to review (a "**Reviewable Transaction**") and in such case cannot be implemented unless the Canadian Minister of Innovation, Science and Economic Development is satisfied, or is deemed to be satisfied, that the transaction is "likely to be a net benefit to Canada".

The Arrangement is below the financial thresholds and is not a Reviewable Transaction. The Purchaser will file a notification under the *Investment Canada Act* within the prescribed time following completion of the Arrangement. The filing of the notification under the *Investment Canada Act* is not required in order to complete the Arrangement and is not a condition precedent thereto.

Stock Exchange Matters

The Company Shares are currently listed for trading on the TSX under the symbol "GIVX" and on the OTCQX under the symbol "GIVXF". Following completion of the Arrangement, it is expected that the Company Shares will be delisted from the TSX with effect as promptly as practicable following the Effective Date, and the Company will make an application to cease to be a reporting issuer under applicable Canadian Securities Laws.

PROCEDURE FOR EXCHANGE OF COMPANY SHARES AND COMPANY CONVERTIBLE SECURITIES

Letter of Transmittal

A Letter of Transmittal is being mailed, together with this Circular, to each person who was a Registered Shareholder on the Record Date. Each person who is a Registered Shareholder immediately prior to the Effective Time must forward a properly completed and signed Letter of Transmittal, along with the accompanying Company Share certificate(s) or DRS Advice(s), if applicable, to the Depositary in order to receive the Consideration to which such Shareholder is entitled under the Arrangement. It is recommended that Registered Shareholders complete, sign and return the Letter of Transmittal, along with the accompanying Company Share certificate(s) or DRS Advice(s), if applicable, to the Depositary as soon as possible. For greater certainty, the Purchaser will not receive the Consideration in respect of any Company Shares owned by the Purchaser (if any) at the Effective Time. Should the Arrangement not proceed for any reason, the deposited Company Share certificate(s), DRS Advice(s), or other relevant documents will be returned in accordance with the instructions provided by the holder in the Letter of Transmittal.

Shareholders whose Company Shares are registered in the name of a nominee (bank, trust company, securities broker, investment dealer or other nominee) should contact that nominee for assistance in depositing their Company Shares.

Warrant Letter of Transmittal

A Warrant Letter of Transmittal is being mailed, together with this Circular, to each person who was a Registered Company Warrant Holder on the Record Date. Each person who is a Registered Company Warrant Holder immediately prior to the Effective Time must forward a properly completed and signed Warrant Letter of Transmittal, along with the accompanying Company Warrant certificate(s) or DRS Advice, if applicable, to the Depositary in order to receive the consideration to which such Company Warrant Holder is entitled under the Arrangement. It is recommended that Registered Company Warrant Holders complete, sign and return the Warrant Letter of Transmittal, along with the accompanying DRS certificate(s), if applicable, to the Depositary as soon as possible. For greater certainty, the Purchaser will not receive the consideration in respect of any Company Warrants owned by the Purchaser (if any) at the Effective Time. Should the Arrangement not proceed for any reason, the deposited Company Warrant certificate(s), DRS Advice(s) or other relevant documents will be returned in accordance with the instructions provided by the holder in the Letter of Transmittal.

Company Warrant Holders whose Company Warrants are registered in the name of a nominee (bank, trust company, securities broker, investment dealer or other nominee) should contact that nominee for assistance in depositing their Company Warrants.

Exchange Procedure

Registered Shareholders

In order to receive the Consideration to which a Registered Shareholder (other than any Dissenting Shareholder) is entitled if the Arrangement Resolution is passed and the Arrangement is completed, a Registered Shareholder must complete, sign, date and return the enclosed Letter of Transmittal in accordance with the instructions set out therein and in this Circular. The Letter of Transmittal is also available from the Depositary, Odyssey Trust Company at 1(888) 290-1175 toll free in North America, or at 1(587) 885-0960 outside of North America, or by email at corp.actions@odysseytrust.com; or under Givex's issuer profile on SEDAR+ at www.sedarplus.ca.

On or immediately prior to the Effective Date, the Purchaser will deposit with the Depositary cash representing the aggregate Consideration payable pursuant to the Arrangement.

The Depositary will act as the agent of Registered Shareholders who have deposited Company Shares pursuant to the Arrangement for the purpose of receiving the Consideration and transmitting cheques issuable to such persons, and receipt by the Depositary of the aggregate Consideration payable by the Purchaser under the Arrangement will be deemed to constitute receipt of payment by Registered Shareholders depositing Company Shares.

Upon surrender to the Depositary for cancellation of a certificate or DRS Advice which immediately prior to the Effective Time represented outstanding Company Shares that were transferred pursuant to the Plan of Arrangement, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of the Company Shares represented by such surrendered certificate, or DRS Advice shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the cash which such holder has the right to receive under the Plan of Arrangement for such Company Shares, less any amounts required to be withheld pursuant to the Plan of Arrangement, and any certificate or DRS Advice so surrendered shall forthwith be cancelled.

Until surrendered for cancellation under the Arrangement, each certificate or DRS Advice, as applicable, that immediately prior to the Effective Time represented Company Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in the Plan of Arrangement, less any amounts withheld pursuant to the Plan of Arrangement.

Any certificate or DRS Advice, as applicable, formerly representing Company Shares, not duly surrendered on or before the third anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Company Shares, of any kind or nature against or in the Company, the Purchaser or the Parent. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Company, as applicable, and shall be paid over by the Depositary to the Purchaser or the Company, as applicable, or as directed by the Purchaser or the Company, as applicable.

The Letter of Transmittal contains complete instructions on how to exchange the certificate(s) or DRS Advice(s) representing Company Shares and how Registered Shareholders will receive the Consideration payable to them under the Arrangement.

Registered Shareholders should return properly completed documents, including the Letter of Transmittal, by mail or courier, to Odyssey Trust Company, Attention: Proxy Department, Traders Bank Building, Suite 702, 67 Yonge St, Toronto, Ontario M5E 1J8 or online on Odyssey Trust Company's portal at: https://login.odysseytrust.com/calogin.

Shareholders with questions regarding the deposit of Company Shares should contact the Depositary Odyssey Trust Company at, 1(888) 290-1175 toll free in North America, or at 1(587) 885-0960 outside of North America, or by email at Corp.actions@odysseytrust.com. Further information with respect to the Depositary is set forth in the Letter of Transmittal.

In order for Registered Shareholders to receive the Consideration payable to them under the Arrangement as soon as possible after the closing of the Arrangement, Registered Shareholders should submit their Company Share certificates or DRS Advice(s) and the Letter of Transmittal as soon as possible. Registered Shareholders will not actually receive the Consideration until the Arrangement is completed and they have returned their properly completed documents, including the Letter of Transmittal and certificates or DRS Advice(s) representing their Company Shares, if applicable, to the Depositary.

In the event that any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were transferred pursuant to the Plan of Arrangement has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depositary will deliver in exchange for such lost, stolen or destroyed certificate, the Consideration deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the person to whom such Consideration is to be delivered will, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Parent, the Purchaser and the Company in a manner satisfactory to the Purchaser and the Company, acting reasonably, against any claim that may be made against the Purchaser or the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Where a certificate representing Company Shares has been destroyed, lost or stolen, the Registered Shareholder of that certificate should immediately contact the Depositary by telephone at: 1(888) 290-1175 toll free in North America, or at 1(587) 885-0960 outside of North America, or by e-mail at Corp.actions@odysseytrust.com.

Non-Registered Shareholders

The exchange of Company Shares for the Consideration in respect of Non-Registered Shareholders is expected to be made with the Non-Registered Shareholder's nominee (bank, trust company, securities broker, investment dealer or other nominee) account through the procedures in place for such purposes between CDS and such nominee. Non-Registered Shareholders should contact their intermediary if they have any questions regarding this process and to arrange for their nominee to complete the necessary steps to ensure that they receive payment for their Company Shares as soon as possible following completion of the Arrangement.

Registered Company Warrant Holders

In order to receive the consideration to which a Registered Company Warrant Holder is entitled if the Arrangement Resolution is passed and the Arrangement is completed, a Registered Company Warrant Holder must complete, sign, date and return the enclosed Warrant Letter of Transmittal in accordance with the instructions set out therein and in this Circular. The Warrant Letter of Transmittal is also available from the Depositary, Odyssey Trust Company at 1(888) 290-1175 toll free in North America, or at 1(587) 885-0960 outside of North America, or by email at corp.actions@odysseytrust.com.; or under Givex's issuer profile on SEDAR+ at www.sedarplus.ca.

On or immediately prior to the Effective Date, the Purchaser will deposit with the Depositary cash representing the aggregate consideration payable to Company Warrant Holders pursuant to the Arrangement.

The Depositary will act as the agent of Registered Company Warrant Holders who have deposited Company Warrants pursuant to the Arrangement for the purpose of receiving the consideration and transmitting cheques issuable to such persons, and receipt by the Depositary of the aggregate consideration payable by the Purchaser under the Arrangement will be deemed to constitute receipt of payment by Registered Company Warrant Holders depositing Company Warrants.

Upon surrender to the Depositary for cancellation of a certificate or DRS Advice which immediately prior to the Effective Time represented outstanding Company Warrants that were transferred and cancelled pursuant to the Plan of Arrangement, together with a duly completed and executed Warrant Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of Company Warrants represented by such surrendered certificate or DRS Advice shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the cash which such holder has the right to receive under the Plan of Arrangement for such Company Warrants, less any amounts withheld pursuant to the Plan of Arrangement, and any certificate so surrendered shall forthwith be cancelled.

Until surrendered for cancellation under the Arrangement, each certificate or DRS Advice, as applicable, that immediately prior to the Effective Time represented Company Warrants, shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in the Plan of Arrangement, less any amounts withheld pursuant to the Plan of Arrangement.

Any certificate or DRS Advice, as applicable, formerly representing Company Warrants not duly surrendered on or before the third anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Company Warrants, of any kind or nature against or in the Company, the Purchaser or the Parent. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Company, as applicable, and shall be paid over by the Depositary to the Purchaser or the Company, as applicable, or as directed by the Purchaser or the Company, as applicable.

The Warrant Letter of Transmittal contains complete instructions on how to exchange the certificate(s) or DRS Advice representing Company Warrants and how Registered Company Warrant Holders will receive the consideration payable to them under the Arrangement.

Registered Company Warrant Holders should return properly completed documents, including the Warrant Letter of Transmittal, by mail or courier, to Odyssey Trust Company, Attention: Proxy Department, Traders Bank Building, Suite 702, 67 Yonge St, Toronto, Ontario M5E 1J8 or online on Odyssey Trust Company's portal at: https://login.odysseytrust.com/calogin.

Company Warrant Holders with questions regarding the deposit of Company Warrants should contact the Depositary Odyssey Trust Company at 1(888) 290-1175 toll free in North America, or at 1(587) 885-0960 outside of North America, or by e-mail at Corp.actions@odysseytrust.com. Further information with respect to the Depositary is set forth in the Warrant Letter of Transmittal.

In order for Registered Company Warrant Holders to receive the consideration payable to them under the Arrangement as soon as possible after the closing of the Arrangement, Registered Company Warrant Holders should submit their Company Warrant certificates or DRS Advice and the Warrant Letter of Transmittal as soon as possible. Registered Company Warrant Holders will not actually receive the consideration until the Arrangement is completed and they have returned their properly completed documents, including the Warrant Letter of Transmittal and certificates or DRS Advice representing their Company Warrants, if applicable, to the Depositary.

In the event that any certificate which immediately prior to the Effective Time represented one or more outstanding Company Warrants that were transferred pursuant to the Plan of Arrangement has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depositary will deliver in exchange for such lost, stolen or destroyed certificate, the consideration deliverable in accordance with such holder's Warrant Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the person to whom such consideration is to be delivered will, as a condition precedent to the delivery of such consideration, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Parent, the Purchaser and the Company in a manner satisfactory to the Purchaser and the Company, acting reasonably, against any claim that may be made against the Purchaser or the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Where a certificate representing Company Warrants has been destroyed, lost or stolen, the Registered Company Warrant Holders of that certificate should immediately contact the Depositary by telephone at: 1(888) 290-1175 toll free in North America, or at 1(587) 885-0960 outside of North America, or by e-mail at Corp.actions@odysseytrust.com.

Non-Registered Company Warrant Holders

The exchange of Company Warrants for the consideration in respect of Non-Registered Company Warrant Holders is expected to be made with the Non-Registered Company Warrant Holder's nominee (bank, trust company, securities broker, investment dealer or other nominee) account through the procedures in place for such purposes between CDS and such nominee. Non-Registered Company Warrant Holders should contact their intermediary if they have any questions regarding this process and to arrange for their nominee to complete the necessary steps to ensure that they receive payment for their Company Warrants as soon as possible following completion of the Arrangement.

All Shareholders and Company Warrant Holders are encouraged to submit their Letter of Transmittal or Warrant Letter of Transmittal, as applicable, online on Odyssey Trust Company's portal at: https://login.odysseytrust.com/calogin.

Company Options, Company RSUs, Company Broker Warrants and Company Compensation Options

On or as soon as practicable after the Effective Date, the Company shall deliver to each holder of Company Options, Company RSUs, Company Broker Warrants and Company Compensation Options as reflected on the register maintained by or on behalf of the Company in respect of Company Options, Company RSUs, Company Broker Warrants and Company Compensation Options, as applicable, a cheque or cash payment (or process the payment through the Company's payroll systems or such other means as the Company may elect or as otherwise directed by the Purchaser including with respect to the timing and manner of such delivery), if any, which such holder of Company Options, Company RSUs, Company Broker Warrants or Company Compensation Options has the right to receive under the Plan of Arrangement for such Company Options, Company RSUs, Company Broker Warrants and Company Compensation Options, subject to any applicable withholding in accordance with the Plan of Arrangement.

All Company Options, Company Compensation Options, Company RSUs and Company Broker Warrants issued and outstanding immediately prior to the Effective Time will thereafter be immediately cancelled and the Company Option Plan, Company RSU Plan and Company Warrant Indenture will be terminated in accordance with the Plan of Arrangement.

The Purchaser shall ensure that the Company has sufficient funds to satisfy and payout the amounts payable to holders of Company Convertible Securities in accordance with the Plan of Arrangement (provided for greater certainty that amounts shall be paid by the Purchaser to the Company in accordance with the Arrangement Agreement will only be to the extent that the Company would not otherwise have sufficient cash on hand to satisfy and payout the amounts payable to holders of Company Options, Company Compensation Options, Company RSUs and Company Broker Warrants in accordance with the Plan of Arrangement).

Cancellation of Rights

Any certificate or DRS Advice, as applicable, formerly representing Company Shares or Company Warrants, as applicable, not duly surrendered on or before the third anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Company Shares or Company Warrants, as applicable, of any kind or nature against or in the Company, the Purchaser or the Parent. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Company, as applicable, and shall be paid over by the Depositary to the Purchaser or the Company, as applicable, or as directed by the Purchaser or the Company, as applicable. Any payment made by way of cheque by the Depositary pursuant to the Plan of Arrangement that has not been deposited or has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or before the second anniversary of the Effective Date, and any right or claim to payment hereunder that remains outstanding on the second anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the applicable consideration for any Company Share or Company pursuant to the Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or the Company, as applicable, for no consideration.

Withholding Rights

The Purchaser, the Company and the Depositary will be entitled to deduct or withhold from any amounts otherwise payable or deliverable to any Person pursuant to the Plan of Arrangement such Taxes or other amounts as the Purchaser, the Company or the Depositary, as applicable, is, or reasonably believes it is, required, entitled or permitted to deduct or withhold with respect to such payment under the Tax Act or any provisions of any other applicable Laws. To the extent that Taxes or other amounts are so deducted or withheld and remitted to the appropriate Governmental Entity, such deducted or withheld Taxes or other amounts will be treated for all purposes under the Arrangement Agreement and the Plan of Arrangement as having been paid to the Person to whom such amounts would otherwise have been paid.

The foregoing information is a summary only. For further details of procedures, see the Plan of Arrangement attached as Schedule "B" to this Circular.

SECURITIES LAW MATTERS

The following is a brief summary of the Canadian Securities Law considerations applying to the transactions contemplated herein not discussed elsewhere in this Circular. This summary is of a general nature only and is not intended to be, and should not be construed to be, legal or business advice to any particular Shareholder. This summary does not include any information regarding securities law considerations for jurisdictions other than Canada. Shareholders who reside in a jurisdiction outside of Canada are urged to obtain independent advice in respect of the consequences to them of the Arrangement having regard to their particular circumstances.

Multilateral Instrument 61-101

Givex is subject to the requirements of MI 61-101, which regulates transactions which raise the potential for conflicts of interest, including issuer bids, insider bids, related party transactions and business combinations. MI 61-101 is intended to ensure the protection and fair treatment of minority shareholders. MI 61-101 regulates certain transactions to ensure equality of treatment among securityholders, generally requiring enhanced disclosure, approval by a majority of securityholders excluding interested parties or related parties of interested parties, independent valuations in certain circumstances and, in certain instances, approval and oversight of the transaction by a special committee of independent directors. The protections of MI 61-101 generally apply to, among others, transactions that terminate the interests of securityholders without their consent. MI 61-101 provides that, in certain circumstances, where a “related party” of an issuer (as defined in MI 61-101 and including directors, executive officers and shareholders holding over 10% of outstanding voting shares of the issuer) is entitled to receive a “collateral benefit” (as defined in MI 61-101) in connection with such a transaction (such as the Arrangement), such transaction may be considered a “business combination” for the purposes of MI 61-101 and be subject to requirements that the issuer obtain minority approval of the transaction and provide a formal valuation, subject to the availability of exemptions in certain circumstances.

The Arrangement does not constitute an issuer bid, an insider bid or a related party transaction for the purposes of MI 61-101. In assessing whether the Arrangement could be considered a “business combination” for the purposes of MI 61-101, the Company reviewed all benefits or payments which related parties of the Company are entitled to receive, directly, or indirectly, as a consequence of the Arrangement to determine whether any constituted a “collateral benefit”. A collateral benefit (as defined in MI 61-101) includes any benefit that a related party of Givex is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities, or other enhancement in benefits related to services as an employee, director or consultant of Givex. MI 61-101 excludes from the meaning of collateral benefit a payment per security that is identical in amount and form to the entitlement of the general body of holders in Canada of securities of the same class, as well as certain benefits to a related party received solely in connection with the related party’s services as an employee or director of an issuer, of an affiliated entity of such issuer or of a successor to the business of such issuer where (a) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the transaction; (b) the conferring of the benefit is not, by its terms, conditional on the related party supporting the transaction in any manner; (c) full particulars of the benefit are disclosed in the disclosure document for the transaction; and (d) either (i) at the time of the transaction the related party and his or her associated entities beneficially own, or exercise control or direction over, less than one percent of the outstanding securities of each class of equity securities of the issuer, or (ii) the related party discloses to an independent committee of the issuer the amount of consideration that he or she expects to be beneficially entitled to receive, under the terms of the transaction, in exchange for the equity securities he or she beneficially owns and the independent committee acting in good faith determines that the value of the benefit, net of any offsetting costs to the related party, is less than five percent of the value of the consideration the related party will receive pursuant to the terms of the transaction for the equity securities it beneficially owns, and the independent committee's determination is disclosed in the disclosure document for the transaction.

Pursuant to the management services agreement dated October 31, 2022 (the "**D&N Management Agreement**") between the Company and Drake and Noseworthy Management Inc. ("**D&N**"), a corporation indirectly beneficially owned by Debra Demeza and Don Gray and of which Mr. Don Gray is the sole director, D&N may at its discretion elect to treat a "Change of Control" (as defined in the D&N Management Agreement and which would include the Arrangement) of the Company during the term of the D&N Management Agreement, and within 90 days after becoming aware of the "Change of Control", as constituting termination of the D&N Management Agreement by the Company, which would, without limitation, give rise to a three year notice requirement (the "**Notice Period**") or pay in lieu (provided that the Company shall provide pay in lieu for at least 6 months of the Notice Period). D&N's lump sum payment for the Notice Period pursuant to the terms of the D&N Management Agreement is $1,978,697.19. D&N owns more than 1% of the outstanding Company Shares, and the change of control payment to be received by it will have a value, net of any offsetting costs, that exceeds 5% of the value of the Consideration they expect to receive under the terms of the Arrangement. Therefore, the change of control payment constitutes a "collateral benefit" (as defined in MI 61-101) and the Arrangement therefore constitutes a "business combination", which is subject to the minority approval and other requirements relating to business combinations in MI 61-101.

In addition, certain of the officers and directors of the Company hold Company Options. If the Arrangement is completed, such officers and directors holding in-the-money Company Options will be entitled to receive cash payments in respect thereof at the Effective Time. See "*The Arrangement – Effect of the Arrangement – Optionholders*". Mr. Gray will receive a cash payment in respect of his Company Options which, together with the change of control payments noted above, will constitute a "collateral benefit". No other senior officers or directors who hold in-the-money Company Options hold 1% or more of the outstanding Company Shares (including Company Shares underlying such Company Options).

As a result of the foregoing, all Company Shares owned by Mr. Gray, and his respective related parties will be excluded from the majority of minority approval of the Arrangement.

Minority Approval Requirements

The minority approval requirements of MI 61-101 in connection with a business combination apply in connection with the Arrangement and in addition to obtaining approval of the Arrangement Resolution at least 66⅔% of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Company Share and one vote per Company Share underlying Company Options held and at least 66⅔% of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Company Share held, approval will also be sought from a simple majority (more than 50%) of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Share held, and excluding any votes of in respect of the Company Shares that are required to be excluded pursuant to MI 61-101. The table below sets forth the votes of interested parties (or related parties of interested parties) required to be excluded for purposes of determining minority approval in accordance with MI 61-101:

Name	Number of Shares to be Excluded
Don Gray / Debra Demeza	38,265,076(1)
Debra Demeza	1,826,700

Note:

(1) Company Shares are owned by Krane & Company Inc., a corporation solely owned by Drake and Noseworthy Trust, of which Don Gray and Debra Demeza are beneficiaries.

Formal Valuation Exemption

Notwithstanding that the Arrangement constitutes a "business combination" for purposes of MI 61-101, as no interested party would, as a consequence of the transaction, directly or indirectly acquire the Company or combine with the Company, and no interested party is a party to any connected transaction to the business combination, a formal valuation of the Company Shares is not required pursuant to Section 4.3(1) of MI 61-101.

Ownership of Securities of Givex

For complete details regarding the securities held by each officer and director of Givex, please see *"Interest of Directors and Officers of Givex – Benefits of Directors and Executive Officers of Givex"*.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following summary describes the principal Canadian federal income tax considerations under the Tax Act of the Arrangement generally applicable to a beneficial owner of Company Shares who, in each case for purposes of the Tax Act and at all relevant times: (a) deals at arm's length with the Company and the Purchaser and is not affiliated with the Company or the Purchaser; and (b) holds its Company Shares as capital property (a "**Holder**"). Generally, the Company Shares will be capital property to a Holder provided the Holder does not hold the Company Shares in the course of carrying on a business of buying and selling securities or as part of an adventure or concern in the nature of trade.

This summary is based on the facts set out in this Circular, the assumptions herein, the current provisions of the Tax Act and the regulations thereunder, the current published administrative policies and assessing practices of the CRA made public prior to the date hereof and all specific proposals to amend the Tax Act and the regulations thereunder which have been publicly announced by the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**"). This summary assumes that all Proposed Amendments will be enacted in their present form, but no assurances can be given that the Proposed Amendments will be enacted in the form proposed, or at all. Except for the Proposed Amendments, this summary does not take into account or anticipate any changes in Law or administrative policy or assessing practice, whether by legislative, administrative or judicial decision or action, nor does it take into account provincial, territorial or foreign income tax legislation or consequences, which may differ from the Canadian federal income tax consequences described herein.

This summary is not applicable to a Holder: (a) that is a "financial institution" for purposes of certain rules applicable to "mark-to-market property" or a "specified financial institution"; (b) an interest in which is a "tax shelter" or a "tax shelter investment"; (c) that has made a "functional currency" reporting election under section 261 of the Tax Act to report the Holder's "Canadian tax results" in a currency other than Canadian currency; or (d) that has entered or will enter into a "derivative forward agreement" in respect of the Company Shares, each as defined in the Tax Act. Such Holders should consult their own tax advisors with respect to the particular tax consequences to them of the Arrangement.

This summary is also not applicable to a Holder that acquired Company Shares pursuant to any equity-based employment compensation plan (including a Company Option). Such Holders should consult their own tax advisors with respect to the particular tax consequences to them of the Arrangement, including in respect of any taxable benefit arising as a result of a disposition of a Company Share acquired pursuant to such a plan.

This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to the Arrangement. The income or other tax consequences will vary depending on the particular circumstances of the Holder. Accordingly, this summary is of a general nature only and is not intended to be, and should not be construed to be, legal, business or income tax advice to any particular Holder. This summary does not discuss any non-Canadian income or other tax consequences of the Arrangement. Holders resident or subject to taxation in a jurisdiction other than Canada should be aware that the Arrangement may have tax consequences both in Canada and in such other jurisdiction. Such consequences are not described in this summary. Holders

should consult their own income tax advisors with respect to the tax consequences applicable to them having regard to their own particular circumstances.

This summary does not address the tax consequences of the Arrangement for Company Option Holders, Company Warrant Holders, Company RSU Holders, Company Broker Warrant Holders or Company Compensation Option Holders. The aforementioned holders should consult their own tax advisors with respect to the tax consequences applicable to them having regard to their own particular circumstances.

Holders Resident in Canada

The following is a summary of the principal Canadian federal income tax consequences generally applicable under the Tax Act to a Holder who, at all relevant times for purposes of the Tax Act, is resident or deemed to be resident in Canada (a "**Resident Holder**"). Resident Holders who might not otherwise be considered to hold their Company Shares as capital property may, in certain circumstances, be entitled to make the irrevocable election permitted by subsection 39(4) of the Tax Act to have the Company Shares (and all other "Canadian securities", as defined in the Tax Act) owned by the Resident Holder in the taxation year in which the election is made and in all subsequent taxation years treated as capital property. Resident Holders who do not hold the Company Shares as capital property should consult their own tax advisors with respect to their own particular circumstances.

Disposition by Resident Holders

Generally, a Resident Holder who disposes of Company Shares under the Arrangement will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition to the Resident Holder of the Company Shares exceed (or are less than) the total of the adjusted cost base to the Resident Holder of the Company Shares immediately before the disposition and any reasonable costs of disposition.

For capital gains and capital losses realized on or after June 25, 2024, under Proposed Amendments released on September 23, 2024to implement proposals first announced in the 2024 Federal Budget (the "**2024 Capital Gains Proposals**"), and subject to certain transitional rules discussed below, generally, a Resident Holder is required to include in computing its income for a taxation year two-thirds of the amount of any such capital gain (a "**Taxable Capital Gain**") realized in the year, and is required to deduct two-thirds of the amount of any such capital loss (an "**Allowable Capital Loss**") sustained in a taxation year from Taxable Capital Gains realized in the year by such Resident Holder. However, under the 2024 Capital Gains Proposals, a Resident Holder that is an individual (excluding most types of trusts) is effectively required to include in income only one-half of net capital gains realized (including net capital gains realized indirectly through a trust or partnership) in a taxation year (and on or after June 25, 2024) up to a maximum of $250,000, with the two-thirds inclusion rate applying to the portion of net capital gains realized in the year (and on or after June 25, 2024) that exceed $250,000. Allowable Capital Losses in excess of Taxable Capital Gains realized in a taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any following taxation year against net Taxable Capital Gains realized in such year to the extent and under the circumstances described in the Tax Act (as proposed to be amended by the 2024 Capital Gains Proposals).

Subject to transitional rules in the 2024 Capital Gains Proposals, for a capital gain or capital loss realized prior to June 25, 2024, only one-half of such capital gain would be included in income as a Taxable Capital Gain and one-half of such capital loss would constitute an Allowable Capital Loss. Under the 2024 Capital Gains Proposals, different inclusion rates (or a blended inclusion rate) may apply for taxation years that begin before and end on or after June 25, 2024 (the "**Transitional Year**"). As a result, for its Transitional Year, a Resident Holder will be required to separately identify capital gains and capital losses realized before June 25, 2024 ("**Period 1**") and those realized on or after June 25, 2024 ("**Period 2**"). Capital gains and capital losses from the same period will first be netted against each other. A net capital gain (or net capital loss) will arise if capital gains (or capital losses) from one period exceed capital losses (or capital gains) from that same period. A Resident Holder would effectively be subject to the higher inclusion rate of two-thirds in respect of its net capital gains (or net capital losses) arising in Period 2, to the extent that these net capital gains (or net capital losses) exceed any net capital losses (or net capital gains) incurred in Period 1, subject to, in the case of a Resident Holder that is an individual (excluding most types of trusts), the lower effective inclusion rate on the first $250,000 of net capital gains as described below. Conversely, a Resident Holder would effectively be subject to the lower inclusion rate of one-half in respect of its net capital gains (or net capital losses) arising in Period 1, to the extent that these net capital gains (or net capital losses) exceed any net capital losses (or net capital gains) incurred in Period 2.

The annual $250,000 threshold for a Resident Holder that is an individual (excluding most types of trusts) will be fully available in 2024 without proration and will apply only in respect of net capital gains realized in Period 2 less any net capital loss from Period 1. Certain other limitations to the $250,000 threshold may apply.

Under the 2024 Capital Gains Proposals, two-thirds of capital losses realized prior to June 25, 2024 will be deductible against capital gains realized on or after June 25, 2024 included in income at the two-thirds inclusion rate.

The foregoing summary only generally describes the considerations applicable under the 2024 Capital Gains Proposals and is not an exhaustive summary of the considerations that could arise in respect of the 2024 Capital Gains Proposals. Resident Holders should consult their own tax advisors with regard to the 2024 Capital Gains Proposals.

The amount of any capital loss realized on a disposition of a Company Share by a Resident Holder that is a corporation may, to the extent and under the circumstances described in the Tax Act, be reduced by the amount of any dividends received or deemed to have been received by it on such share (and in certain circumstances, on shares exchanged or substituted for such share). Similar rules may apply where a Resident Holder that is a corporation is a member of a partnership or a beneficiary of a trust that owns such share, directly or indirectly through a partnership or trust. Resident Holders to whom these rules may be relevant should consult their own tax advisors.

A Resident Holder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) throughout the relevant taxation year or a "substantive CCPC" (as defined in the Tax Act) at any time in the relevant taxation year may be liable to pay an additional tax (refundable in certain circumstances) on its "aggregate investment income" (as defined in the Tax Act), including certain amounts in respect of Taxable Capital Gains. **Resident Holders should consult their own tax advisors having regard to their particular circumstances.**

Capital gains realized by individuals (other than certain trusts) may give rise to alternative minimum tax under the Tax Act. Recent amendments to the Tax Act enacted on June 20, 2024 may affect the liability of a Resident Holder for alternative minimum tax. Resident Holders should consult their own advisors with respect to the potential application of alternative minimum tax.

Dissenting Resident Holders

A Resident Holder who has validly exercised its Dissent Right (a "**Resident Dissenting Holder**") will be deemed under the Arrangement to have transferred its Company Shares to the Purchaser and will be entitled to be paid the fair value of such Company Shares.

A Resident Dissenting Holder will realize a capital gain (or capital loss) to the extent that the payment of fair value by the Purchaser (other than any portion thereof that is interest awarded by a court) exceeds (or is less than) the aggregate of the adjusted cost base of the Company Shares to the Resident Dissenting Holder and reasonable costs of the disposition. The taxation of capital gains and losses is discussed above, see "*Holders Resident in Canada – Disposition by Resident Holders*".

Pursuant to the Plan of Arrangement, Resident Dissenting Holders who are, for any reason, ultimately determined not to be entitled to be paid fair value for their Company Shares will be deemed to have participated in the Arrangement on the same basis as any Resident Holder that did not exercise Dissent Rights. In general, the tax consequences as described above under "*Holders Resident in Canada – Disposition by Resident Holders*" should apply to a Resident Dissenting Holder who receives the Consideration instead of cash equal to the fair value of such Resident Dissenting Holder's Company Shares.

A Resident Dissenting Holder will be required to include in computing its income any interest awarded by a court in connection with the Arrangement. In addition, a Resident Dissenting Holder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) throughout the relevant taxation year or a "substantive CCPC" (as defined in the Tax Act) at any time in the relevant taxation year may be liable to pay an additional tax (refundable in certain circumstances) on its "aggregate investment income" (as defined in the Tax Act), including interest income.

Resident Dissenting Holders should consult their own tax advisors with respect to the Canadian federal income tax consequences of exercising their Dissent Rights.

Holders Not Resident in Canada

The following is a summary of the principal Canadian federal income tax consequences generally applicable under the Tax Act to a Holder who, at all relevant times for purposes of the Tax Act: (a) is not, and is not deemed to be, resident in Canada; and (b) does not use or hold, and is not deemed to use or hold, the Company Shares in connection with a business carried on, or deemed to be carried on, in Canada (a "**Non-Resident Holder**"). This summary does not apply to a Non-Resident Holder that is an "authorized foreign bank" (as defined in the Tax Act) or a "foreign affiliate" (as defined in the Tax Act) of a person resident in Canada, or to Non-Resident Holders that carry on an insurance business in Canada or elsewhere. Any such Non-Resident Holders should consult their own tax advisors.

Disposition by Non-Resident Holders

A Non-Resident Holder will not be subject to tax under the Tax Act in respect of any capital gain realized on the disposition of the Company Shares pursuant to the Arrangement unless the Company Shares constitute, or are deemed to constitute, "taxable Canadian property" (as defined in the Tax Act) to the Non-Resident Holder at the time of the disposition and the Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention.

Such Company Shares will not be considered taxable Canadian property to a Non-Resident Holder at the time of the disposition provided that at such time the Company Shares are listed on a "designated stock exchange" as defined in the Tax Act (which currently includes the TSX), unless at any time during the 60-month period immediately preceding the disposition:

(a) 25% or more of the issued shares of any class or series of the capital stock of the Company were owned by any combination of (i) the Non-Resident Holder, (ii) persons with whom the Non-Resident Holder did not deal at arm's length for purposes of the Tax Act and (iii) partnerships in which the Non-Resident Holder or a person described in (ii) holds a membership interest directly or indirectly through one or more partnerships; and

(b) the Company Shares derived (directly or indirectly) more than 50% of their fair market value from one or any combination of real or immovable property situated in Canada, "Canadian resource properties", "timber resource properties" or options in respect of, or interests in or for civil law rights in respect of, any such property (whether or not such property exists), all for purposes of the Tax Act.

Notwithstanding the foregoing, Company Shares which are not otherwise taxable Canadian property may in certain circumstances be deemed to be taxable Canadian property to the Non-Resident Holder for the purposes of the Tax Act.

If the Company Shares are considered taxable Canadian property to the Non-Resident Holder, any capital gain realized on the disposition or deemed disposition of such Company Shares may not be subject to tax under the Tax Act pursuant to the terms of an applicable income tax treaty or convention. If the Company Shares are taxable Canadian property of a Non-Resident Holder and are not "treaty-protected property", as defined in the Tax Act, of the Non-Resident Holder at the time of disposition (or deemed disposition), the consequences above under "*Holders Resident in Canada – Disposition by Resident Holders*" will generally apply.

Non-Resident Holders whose Company Shares may be taxable Canadian property should consult their own tax advisors in this regard.

Dissenting Non-Resident Holders

A Non-Resident Holder who has validly exercised its Dissent Right (a "**Non-Resident Dissenting Holder**") will be deemed under the Arrangement to have transferred its Company Shares to the Purchaser and will be entitled to be paid the fair value of such Company Shares.

A Non-Resident Dissenting Holder will be considered to have disposed of the Company Shares for proceeds of disposition equal to the amount paid to such Non-Resident Dissenting Holder (other than any portion thereof that is interest awarded by a court) and will be treated in generally the same manner described above under "*Holders Not Resident in Canada – Disposition by Non-Resident Holders*".

Pursuant to the Plan of Arrangement, Non-Resident Dissenting Holders who are ultimately determined not to be entitled, for any reason, to be paid fair value for their Company Shares will be deemed to have participated in the Arrangement on the same basis as anyNon-Resident Holder that did not exercise Dissent Rights. In general, the tax consequences as described above under "*Holders Not Resident in Canada – Disposition by Non-Resident Holders*" should apply to a Non-Resident Dissenting Holder who receives the Consideration instead of cash equal to the fair value of such Non-Resident Dissenting Holder's Company Shares.

Any interest awarded by a court to a Non-Resident Dissenting Holder will not be subject to Canadian withholding tax unless such interest constitutes "participating debt interest" for purposes of the Tax Act.

Non-Resident Dissenting Holders should consult their own tax advisors with respect to the Canadian federal income tax consequences of exercising their Dissent Rights.

INTERESTS OF DIRECTORS AND OFFICERS OF GIVEX IN THE ARRANGEMENT

In considering the recommendation of the Board, Shareholders should be aware that certain members of the Board and the executive officers of Givex have interests in the Arrangement or may receive benefits that may differ from, or be in addition to, the interests of Shareholders generally. These interests and benefits are described below. The Special Committee and the Board are aware of these interests and considered them, among other matters, when recommending approval of the Arrangement by Shareholders.

Except as otherwise disclosed in this Circular, all benefits received, or to be received, by directors or executive officers of Givex as a result of the Arrangement are, and will be, solely in connection with their services as directors or employees of Givex. No benefit has been, or will be, conferred for the purpose of increasing the value of consideration payable to any such person for Company Shares, nor is it, or will it be, conditional on the person supporting the Arrangement.

Company Shares

As of the Record Date, the directors and executive officers of Givex beneficially owned, or exercised control or direction, directly or indirectly, over Company Shares representing in the aggregate approximately 32.19% of all issued and outstanding Company Shares. All of the Company Shares held by such directors and executive officers of Givex will be treated in the same fashion under the Arrangement as Company Shares held by all other Shareholders.

Company Options

As of the Record Date, the directors and executive officers of Givex beneficially owned, or exercised control or direction, directly or indirectly, over Company Options representing in the aggregate approximately 44.68% of all issued and outstanding Company Options. All of the Company Options held by such directors and executive officers of Givex will be treated in the same fashion under the Arrangement as Company Options held by all other holders of Company Options.

Company Warrants

As of the Record Date, the directors and executive officers of Givex beneficially owned, or exercised control or direction, directly or indirectly, over Company Warrants representing in the aggregate approximately 2.44% of all issued and outstanding Company Warrants. All of the Company Warrants held by such directors and executive officers of Givex will be treated in the same fashion under the Arrangement as Company Warrants held by all other holders of Company Warrants.

Benefits of Directors and Executive Officers of Givex

Other than as disclosed in this Circular, no executive officer or director of Givex will receive any payment as a result of the proposed Arrangement. If the Arrangement is completed, certain executive officers of Givex will be entitled to receive additional compensation as a result of the change of control of Givex.

The chart below sets out for each director and executive officer of Givex the number of Company Shares, Company Options and Company Warrants beneficially owned, directly or indirectly, by such director and executive officer, and their associates and affiliates where applicable. All of the Company Shares, Company Options and Company Warrants held by the directors and executive officers of Givex, including their associates and affiliates, will be treated in the same fashion under the Arrangement as Company Shares, Company Options and Company Warrants held by any other securityholder.

Name and Last Position Held	Number of Company Shares(1)	% of Company Shares(1)(2)	Number of Company Options(1)	% of Company Options(1)(3)	Number of Company Warrants(1)	% of Company Warrants(1)(4)
Don Gray(5) CEO and Director	38,265,076	28.89%	1,350,000	17.42%	Nil	N/A
Jim Woodside CFO and Director	200,000	0.15%	300,000	3.87%	25,000	0.32%
Debra Demeza(5) Vice President, Human Resources	1,826,700	1.38%	250,000	3.23%	Nil	N/A
Brittain Brown President	703,125	0.53%	150,000	1.94%	Nil	N/A
Graham Campbell Chief Operating Officer	633,750	0.48%	150,000	1.94%	Nil	N/A
Miles Evans Director	Nil	N/A	300,000	3.87%	Nil	N/A
Michael Carr Director	Nil	N/A	300,000	3.87%	Nil	N/A
Robert Munro(6) Director	388,563	0.29%	411,800	5.32%	131,750	1.70%
Divya Kulkarni Director	Nil	N/A	100,000	1.29%	Nil	N/A
Mohammed Charr Chief Commercial Officer	616,388	0.47%	150,000	1.94%	33,300	0.43%

Notes:

(1) The information as to Company Shares, Company Options and Company Warrants beneficially owned, controlled or directed, is not known by Givex and has been obtained by Givex from publicly disclosed information and/or provided by the director or officer listed above.
(2) Calculated on a non-diluted basis on the basis of 132,465,415 Company Shares, as at the Record Date.
(3) Calculated the basis of 7,747,800 issued and outstanding Company Options, as at the Record Date.
(4) Calculated the basis of 7,774,150 Company Warrants issued and outstanding, as of the Record Date.
(5) 38,265,076 Company Shares are owned by Krane & Company Inc., a corporation solely owned by Drake and Noseworthy Trust, of which Don Gray and Debra Demeza are beneficiaries. Debra Demeza also separately owns an additional 1,826,700 Company Shares, which additional Company Shares represent approximately 1.38% of the total number of Company Shares outstanding as at the Record

Date, and together with the Company Shares through Krane & Company represents an aggregate total of 40,091,776 Company Shares, representing 30.27% of the total number of Company Shares outstanding as at the Record Date.

(6) These Company Shares are held by The Chrysalis Capital Group Inc., which is beneficially owned and controlled by Robert Munro.

Change of Control Payments

Pursuant to the D&N Management Agreement, D&N is entitled to a change of control payment. D&N's lump sum payment for the Notice Period pursuant to the terms of the D&N Management Agreement is $1,978,697.19. For more information, see "*Securities Laws Matters - Multilateral Instrument 61-101*".

Continuing Insurance Coverage for Directors and Executive Officers of Givex

Under the Arrangement Agreement, prior to the Effective Date, the Company shall purchase customary "tail" or "run off" policies of directors' and officers' liability insurance providing protection no less favourable than the protection provided by the policies maintained by the Company and its Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date and the Purchaser will, or will cause the Company and its Subsidiaries to maintain such tail policies in effect without any reduction in scope or coverage for six years from the Effective Date; provided that (i) the Purchaser will not be required to pay any amounts in respect of such coverage prior to the Effective Time, and (ii) the cost of such policies shall not exceed 350% of the current annual premium for the Company's directors' and officers' liability insurance. From and after the Effective Time, the Company or the Purchaser, as applicable, agrees not to take any action to terminate such directors' and officers' liability insurance or adversely affect the rights of the Company's present and former directors and officers thereunder.

RISK FACTORS

The following risk factors should be considered by Shareholders in evaluating whether to approve the Arrangement Resolution.

Risks Relating to Givex

If the Arrangement is not completed, Givex will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Such risk factors are set forth and described in Givex's annual financial statements, management's discussion and analysis and annual information form for the year ended December 31, 2023 and its financial statements and management's discussion and analysis for interim period ended June 30, 2024, which have been filed on SEDAR+ at www.sedarplus.ca.

Risks Relating to the Arrangement

The Purchaser and Givex may be unable to obtain the Court approval required to complete the Arrangement or, in order to do so, the Purchaser and Givex may be required to comply with material restrictions or conditions that may negatively affect Givex or cause them to abandon the Arrangement. Failure to complete the Arrangement could negatively affect the future business and financial results of Givex.

Completion of the Arrangement is contingent upon, among other things, the receipt of the required Court approval under the OBCA. The Purchaser and Givex can provide no assurance that the required Court approval will be obtained or that the approval will not contain terms, conditions or restrictions that would be detrimental to the combined business after completion of the Arrangement. See "*The Arrangement – Shareholder and Court Approvals – Court Approval of the Arrangement*".

A competing purchaser would be unlikely to attempt to acquire the Company given that the Supporting Shareholders own approximately 57.5% of the Company Shares and have agreed not to support any other acquisition of the Company during the term of the Voting Support Agreements.

The Supporting Shareholders have agreed not to support any other acquisition of the Company during the term of the Voting Support Agreements. As a result, even if the Arrangement Resolution is not approved, the Supporting Shareholders will not be able to support an offer to purchase the Company from a competing purchaser while the Voting Support Agreements are effective. In addition, under the Arrangement Agreement, Givex is restricted, subject to limited exceptions, from pursuing or entering into alternative transactions in lieu of the Arrangement. Givex has the right to terminate the Arrangement Agreement and enter into an agreement with respect to a Superior Proposal only if specified conditions have been satisfied, including compliance with the non-solicitation provisions of the Arrangement Agreement, the expiration of certain waiting periods that may give the Purchaser an opportunity to amend the Arrangement Agreement so the Superior Proposal is no longer a Superior Proposal and the payment of the required Termination Amount of $7,750,000. In light of these provisions and because the Supporting Shareholders own approximately 57.5% of the Company Shares, a competing purchaser would be unlikely to attempt to acquire the Company during the term of the Voting Support Agreements, even if such third party were prepared to pay consideration with a higher per Company Share cash or market value than the Consideration payable pursuant to the Arrangement. Additionally, the added expense of the Termination Amount that may become payable might result in a potential acquirer proposing to pay a lower price per Company Share than it would otherwise have proposed to pay.

Diversion of management's attention and Givex's resources.

There are risks to Givex if the Arrangement is not completed, including the costs to Givex in pursuing the Arrangement, the diversion of management's attention away from conducting Givex's business in the ordinary course and the potential impact on Givex's current business relationships.

There can be no certainty that all conditions precedent to the Arrangement will be satisfied or waived. Failure to complete the Arrangement could negatively impact the market price of the Company Shares.

The Arrangement is subject to certain conditions that may be outside the control of the Parties, including, without limitation, the receipt of the Final Order and the approval of the Arrangement Resolution. There can be no certainty, nor can any Party provide any assurance, that these conditions will be satisfied or waived, or, if satisfied or waived, when they will be satisfied or waived. If the Arrangement is not completed, the market price of the Company Shares may decline to the extent that the market price reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the Board decides to seek another merger or business combination, there can be no assurance that Givex will be able to find a party willing to pay an equivalent or more attractive price than the Consideration payable pursuant to the Arrangement.

The Arrangement Agreement may be terminated by the Purchaser or Givex in certain circumstances.

Each of the Purchaser and Givex has the right to terminate the Arrangement Agreement and not complete the Arrangement in certain circumstances. Accordingly, there is no certainty, nor can either party provide any assurance, that the Arrangement Agreement will not be terminated by either the Purchaser or Givex, as the case may be, before the completion of the Arrangement. If the Arrangement Agreement is terminated, Givex cannot provide any assurance that equivalent or greater purchase prices for the Company Shares will be available from an alternative party. If the Arrangement is not completed, the market price of the Company Shares may be adversely affected. See *"The Arrangement Agreement — Termination"*.

In addition, completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of Givex or the Purchaser. There is no certainty, nor can either party provide any assurance, that these conditions will be satisfied or waived.

Requisite Shareholder approvals may not be obtained.

The Arrangement Resolution will require the approval of the Shareholders of the Arrangement Resolution in accordance with applicable Laws and the Interim Order, being: (i) at least 66⅔% of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Company Share held; and (ii) a simple majority (more than 50%) of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Company Share held, and excluding any votes in respect of Company Shares that are required to be excluded pursuant to MI 61-101. There can be no certainty, nor can Givex provide any assurance, that the requisite Shareholder approvals will be obtained. If such approvals are not obtained and the Arrangement is not completed, the market price of the Company Shares may decline.

Givex is subject to covenants in respect of the operation of its business which may prevent Givex from pursuing certain opportunities that may arise.

Pursuant to the Arrangement Agreement, Givex has agreed to certain interim operating covenants intended to ensure that Givex carries on business in the ordinary course consistent with past practice, except as required or expressly authorized by the Arrangement Agreement. These operating covenants cover a broad range of activities and business practices. Consequently, it is possible that a business opportunity will arise that is out of the ordinary course or is not consistent with past practices, and that Givex, subject to the consent of the Purchaser, will not be able to pursue or undertake the opportunity due to its covenants in the Arrangement Agreement.

Potential payments to Shareholders who exercise Dissent Rights could prevent the completion of the Arrangement.

The Purchaser's obligation to complete the Arrangement is conditional upon Shareholders holding no more than 7.5% of the outstanding Company Shares having exercised Dissent Rights. Accordingly, the Arrangement may not be completed if Shareholders exercise Dissent Rights in respect of more than 7.5% of the outstanding Company Shares.

Givex is responsible for its costs related to the Arrangement whether or not the Arrangement is completed.

Certain costs related to the Arrangement, such as legal, accounting and certain financial advisor fees, must be paid by Givex even if the Arrangement is not completed. Givex and the Purchaser are each liable for their own costs incurred in connection with the Arrangement in accordance with the Arrangement Agreement. If the Arrangement is not completed, Givex may also be required to pay the Purchaser the Termination Amount. See "*The Arrangement Agreement – Termination Amounts*".

Directors and executive officers of Givex may have interests in the Arrangement that are different from those of Shareholders generally.

Certain executive officers and directors of Givex may have interests in the Arrangement that may be different from, or in addition to, the interests of Shareholders generally. Shareholders should consider these interests in connection with their vote on the Arrangement Resolution. See "*Interests of Directors and Officers of Givex in the Arrangement*".

The Arrangement is a taxable transaction.

The Arrangement will be a taxable transaction and, as a result, the Shareholders will generally be required to pay taxes on any gains that result from the receipt of the Consideration under the Arrangement. Shareholders are advised to consult with their own tax advisors to determine the tax consequences of the Arrangement to them. See "*Certain Canadian Federal Income Tax Considerations*".

On Closing of the Arrangement, Shareholders will not be shareholders of the Company.

At the Effective Time, each Shareholder will cease to hold such Shareholder's Company Shares and to have any rights as a holder of such Company Shares other than the right to be paid the Consideration by the Purchaser or, in the case of Shareholders who have validly exercised Dissent Rights, be paid the fair value for such Shareholder's Company Shares, in each case in accordance with the Plan of Arrangement. If the Arrangement is successfully completed, the Company will no longer exist as an independent public company, and, as a result the consummation of the Arrangement, Shareholders will no longer have the opportunity to participate in the potential long-term benefits of the Company's business, if any, notwithstanding the risks that the Company faces, to the extent that those potential benefits exceed the benefits reflected in the Consideration to be received pursuant to the Arrangement.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed in the Circular, to the knowledge of Givex, after reasonable enquiry, no "informed person" (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) of Givex, or any associate or affiliate of such persons, has or had any material interest, direct or indirect, in any transaction or any proposed transaction which has materially affected or would materially affect Givex since the commencement of Givex's most recently completed fiscal year.

MANAGEMENT CONTRACTS

Other than the D&N Management Agreement, no management functions of Givex are performed to any substantial degree by a person other than the directors or officers of Givex. For more information on the D&N Management Agreement, see "*Securities Laws Matters* - Multilateral Instrument 61-101".

AUDITORS

Givex's auditor is KPMG LLP, located at 100 New Park Pl., Suite 1400, Vaughan, Ontario, L4K 0J3.

STATEMENT OF RIGHTS

Securities legislation in the provinces and territories of Canada provides security holders of the offeree issuer with, in addition to any other rights they may have at law, one or more rights of rescission, price revision or to damages, if there is a misrepresentation in a circular or notice that is required to be delivered to those security holders. However, such rights must be exercised within prescribed time limits. Security holders should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult a lawyer.

LEGAL MATTERS

Certain Canadian legal matters in connection with the Arrangement as they pertain to Givex will be passed upon by Wildeboer Dellelce LLP. As of the date of this Circular, the partners and associates of Wildeboer Dellelce LLP, as a group, beneficially owned, directly or indirectly, less than 1% of the outstanding Company Shares or shares of any of Givex's associates or affiliates. As of the date of this Circular, the partners and associates of Torys LLP, as a group, beneficially owned, directly or indirectly, less than 1% of the outstanding Company Shares or shares of any of Givex's associates or affiliates.

ADDITIONAL INFORMATION

Additional information relating to Givex is available on SEDAR+ under Givex's issuer profile at www.sedarplus.ca. Shareholders may contact Givex at 134 Peter Street, Suite 1400, Toronto, Ontario, M5V 2H2, to request copies of Givex's financial statements and management's discussion and analysis. Financial information is provided in Givex's financial statements and management's discussion and analysis for its most recently completed interim period and financial year, which are incorporated by reference in this Circular and available on SEDAR+ under Givex's issuer profile at www.sedarplus.ca.

OTHER MATTERS

Management of Givex is not aware of any other matter to come before the Company Meeting other than as set forth in the Notice of Meeting. If any other matter properly comes before the Company Meeting, it is the intention of the persons named in the enclosed Forms of Proxy to vote the Company Shares represented thereby in accordance with their best judgment on such matter.

BOARD APPROVAL

The contents and the sending of the Notice of Meeting and this Circular have been approved by the Board.

ON BEHALF OF THE BOARD OF DIRECTORS OF GIVEX CORP.

"Don Gray"

Don Gray
Director and Chief Executive Officer
October 1, 2024

GLOSSARY OF TERMS

In this Circular and the Summary, the following capitalized words and terms shall have the following meanings:

"**Acquisition Proposal**" means, other than the transactions contemplated by the Arrangement Agreement and any transaction involving only the Company and/or one or more of its wholly owned Subsidiaries, any oral or written offer, proposal, expression of interest or inquiry from any Person or group of Persons other than the Parent, the Purchaser or one or more of their affiliates or joint actors, after the date of the Arrangement Agreement, relating to, in each case, whether in a single transaction or series of transactions:

(a) any direct or indirect sale, disposition, alliance or joint venture (or any lease, license, or other arrangement having the same economic effect as a sale or disposition) of assets (including securities of any Subsidiary of the Company) representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated annual revenue of the Company and its Subsidiaries;

(b) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance of securities, sale of securities or other similar transaction that, if consummated, would result in a Person or group of Persons beneficially owning 20% or more of any class of voting or equity securities (or rights or interests in such voting or equity securities) of the Company or any of its Subsidiaries (including securities convertible into or exercisable or exchangeable for voting or equity securities of the Company or any of its Subsidiaries) whose assets or revenues, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated annual revenue of the Company and its Subsidiaries, taken as a whole; or

(c) any plan of arrangement, merger, amalgamation, consolidation, acquisition, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or other similar transaction or series of related transactions involving the Company or any of its Subsidiaries whose assets or revenues, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated annual revenue of the Company and its Subsidiaries.

"**affiliate**" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person.

"**Allowable Capital Loss**" has the meaning ascribed to it under the heading "Certain Canadian Federal Income Tax Considerations" in this Circular.

"Alternative Transaction Agreement" has the meaning ascribed to such term in this Circular under the heading "*The Arrangement Agreement - Covenants Regarding Non-Solicitation*".

"**Arrangement**" means the arrangement under the provisions of Section 182 of the OBCA on the terms and conditions set forth in the Plan of Arrangement, subject to any amendment or supplement thereto made in accordance therewith, herewith or made at the direction of the Court in the Final Order.

"**Arrangement Agreement**" means the arrangement agreement dated August 26, 2024 between the Purchaser, the Parent and Givex including all schedules attached thereto, together with the Company Disclosure Letter, and as the same may be further amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the full text of which may be viewed on SEDAR+ at www.sedarplus.ca.

"**Arrangement Resolution**" means the resolution of the Shareholders approving the Plan of Arrangement to be considered and voted on at the Company Meeting, substantially in the form set out in Schedule "A" to this Circular.

"**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement, required by the OBCA to be sent to the Director after the Final Order is made, which will include the Plan of Arrangement and otherwise be in form and content satisfactory to the Company and the Purchaser, each acting reasonably.

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence, registration, certificate or similar authorization of any Governmental Entity having jurisdiction over the Person.

"**Board**" means the board of directors of Givex, as the same is constituted from time to time.

"**Board Recommendation**" means recommendation by each of the Board and the Special Committee (in each case, with directors abstaining or recusing themselves as required by Law or the Constating Documents) that the Shareholders vote in favour of the Arrangement Resolution.

"**Broadridge**" means Broadridge Investor Communications Corporation in Canada and its counterpart in the U.S.

"**business combination**" has the meaning ascribed to such term in MI 61-101.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

"**Canaccord Genuity**" means Canaccord Genuity Corp.

"**Canadian Securities Administrators**" means, collectively, the provincial and territorial securities commission or similar regulatory authority of each of the provinces and territories of Canada.

"**Canadian Securities Laws**" means applicable Canadian provincial and territorial securities laws.

"**CDS**" means CDS Clearing and Depositary Services Inc. or its nominee, which at the date hereof is CDS & Co.

"**Certificate of Arrangement**" means the certificate of arrangement issued by the Director pursuant to Subsection 183(2) of the OBCA in respect of the Articles of Arrangement.

"**Change in Recommendation**" has the meaning ascribed to such term in this Circular under the heading *"The Arrangement Agreement – Termination"*.

"**Circular**" means this management information circular for the Company Meeting, including all schedules hereto, and all amendments and supplements hereto.

"**collateral benefit**" has the meaning ascribed to such term in MI 61-101.

"**Company**" has the meaning specified in the preamble.

"**Company Assets**" means all of the assets (real or personal), properties, permits, rights, interests or other privileges (whether contractual or otherwise) of the Company and its Subsidiaries.

"**Company Broker Warrant Holders**" means, at any time, the holders of the issued and outstanding Company Broker Warrants and "**Company Broker Warrant Holder**" means any one of them.

"**Company Broker Warrant In-the-Money Amount**" means $0.58 per Company Broker Warrant, being the amount by which (i) the Consideration, exceeds (ii) the exercise price per Company Share under each Company Broker Warrant.

"**Company Broker Warrants**" means the 65,308 non-transferable common share purchase warrants of the Company exercisable at a price of $0.92 per Company Share until February 23, 2026.

"**Company Compensation Option Holders**" means, at any time, the holders of the issued and outstanding Company Compensation Options and "**Company Compensation Option Holder**" means any one of them.

“**Company Compensation Option In-the-Money Amount**” means $0.625 per Company Compensation Option, being the amount by which (i) the sum of (A) the Consideration, plus (B) one-half of the Company Warrant In-the-Money Amount, exceeds (ii) the exercise price per unit of the Company under each Company Compensation Option.

“**Company Compensation Options**” means the 1,455,467 compensation options to purchase units of the Company each entitling its holder to acquire one unit of the Company, each unit being comprised of one Company Share and one-half of one Company Warrant at a price of $1.00 per unit until November 25, 2024.

“**Company Employees**” means all officers and employees of the Company and its Subsidiaries.

“**Company Convertible Securities**” means, collectively, the Company Options, Company Compensation Options, Company RSUs, Company Warrants and Company Broker Warrants.

“**Company Disclosure Letter**” means the disclosure letter dated the date of the Arrangement Agreement that has been delivered by the Company to the Parent and the Purchaser with the Arrangement Agreement.

“**Company Material Adverse Effect**” means, any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances, has or would reasonably be expected to have a material and adverse effect to the business, assets, liabilities, operations, results of operations or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, but excluding any change, event, occurrence, effect, state of facts or circumstance arising out of, relating to, resulting from or attributable to:

(a) any change, development or condition generally affecting the industries, or segments in which the Company or any of its Subsidiaries operate or carry on business;

(b) any change, development or condition in or relating to global, national or regional political conditions or in general economic, business, banking, regulatory, currency exchange, interest rate, rates of inflation or market conditions or in national or global financial or capital markets;

(c) any change, development or condition resulting from any act of sabotage, espionage, hacking, cyberattack, terrorism or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of sabotage, espionage, hacking, cyberattack, hostilities or war;

(d) any adoption, proposal, implementation or change in Law or any interpretation, application or non-application of Law by any Governmental Entity;

(e) any change in applicable generally accepted accounting principles, including IFRS;

(f) any hurricane, flood, tornado, earthquake, weather condition, other natural disaster, man-made disaster or other force majeure event;

(g) any Contagion Event or worsening of any Contagion Event;

(h) any matter for which, and only to the extent that, the nature and magnitude is apparent as disclosed in the Company Disclosure Letter;

(i) the negotiation, announcement or pendency of the Arrangement Agreement or the transactions contemplated hereby or the identity of the Purchaser as the acquiror of the Company, including any loss or threatened loss of, departure of, or adverse change or threatened adverse change in the relationship of the Company or any of its subsidiaries with, any of its current or prospective employees, shareholders, lenders, customers, service providers, suppliers, counterparties, insurance underwriters or business partners;

(j) any action taken (or omitted to be taken) by the Company or any of its Subsidiaries which, in each case, is expressly and specifically required to be taken (or omitted to be taken) pursuant to the Arrangement Agreement or that is consented to, or requested, by an officer of the Purchaser in writing,

(k) any change in the market price or trading volume of any securities of the Company (it being understood that the causes underlying such change in market price or trading volume may be taken into account in determining whether a Company Material Adverse Effect has occurred), or any suspension of trading in securities generally on any securities exchange on which any securities of the Company trade; or

(l) the failure of the Company to meet any internal or published or other plan, budget, projection, forecast, guidance or estimate (it being understood that the causes underlying such failure may be taken into account in determining whether a Company Material Adverse Effect has occurred);

provided, however, that (A) with respect to clause (a) through to and including clause (g) of this definition, such matter does not have a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other comparable companies operating in the industries in which the Company and its Subsidiaries operate, and (B) references in the Arrangement Agreement to dollar amounts are not intended to be and will not be deemed to be illustrative or interpretative for purposes of determining whether a Company Material Adverse Effect has occurred.

"**Company Meeting**" means the special meeting of Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement and the Interim Order, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Circular and agreed to in writing by the Purchaser, acting reasonably.

"**Company Option Holders**" means, at any time, the holders of the issued and outstanding Company Warrants and "**Company Option Holder**" means any one of them.

"**Company Option In-the-Money Amount**" means, with respect to a particular Company Option, the amount, if any, by which (i) the Consideration, exceeds (ii) the exercise price per Company Share under such Company Option immediately prior to the Effective Time.

"**Company Option Plan**" means the stock option plan of the Company dated November 25, 2021.

"**Company Options**" means the outstanding options to purchase Company Shares issued pursuant to the Company Option Plan.

"**Company RSU Holders**" means, at any time, the holders of the issued and outstanding Company RSUs and "**Company RSU Holder**" means any one of them.

"**Company RSU Plan**" means the restricted share unit plan of the Company dated November 25, 2021.

"**Company RSUs**" means the outstanding restricted share units of the Company issued pursuant to the Company RSU Plan.

"**Company Shares**" means the issued and outstanding common shares in the capital of the Company.

"**Company Warrant Holders**" means, at any time, the holders of the issued and outstanding Company Warrants and "**Company Warrant Holder**" means any one of them.

"**Company Warrant Indenture**" means the warrant indenture dated November 12, 2021 entered into among the Company and TSX Trust Company, as supplemented by a first supplemental indenture dated July 7, 2023 between the Company and TSX Trust Company, in respect of the Company Warrants.

"**Company Warrant In-the-Money Amount**" means $0.25 per Company Warrant, being the amount by which (i) the Consideration, exceeds (ii) the exercise price per Company Share under each Company Warrant.

"**Company Warrants**" means the common share purchase warrants to acquire Company Shares issued pursuant to the Company Warrant Indenture.

"**Consideration**" means $1.50 for each Company Share payable in cash as provided in the Plan of Arrangement.

"**Constating Documents**" means (i) with respect to any Person that is a corporation, its articles or certificate of incorporation or memorandum and articles of association, as the case may be, and by laws; (ii) with respect to any Person that is a partnership, its certificate of partnership and partnership agreement; (iii) with respect to any Person that is a limited liability company, its certificate of formation or articles of organization, as the case may be, and limited liability company or operating agreement; (iv) with respect to any Person that is a trust or other entity, its declaration or agreement of trust or other constituent document; and (v) with respect to any Person similar to but not set out in (i) through (iv) of this definition, its comparable organizational documents (including a declaration of trust, partnership agreement, articles of continuance, arrangement or amalgamation), and all amendments to such documents.

"**Contagion Event**" means the outbreak and ongoing effects of contagious disease, epidemic or pandemic including SARS-CoV-2 or COVID-19, or any evolutions, mutations or variances thereof, and the continuation or worsening thereof.

"**Contract**" means any legally binding written or oral agreement, commitment, engagement, understanding, contract, licence, lease, arrangement, obligation or undertaking, together with any amendment, modification or supplement thereto, to which any Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or to which any of their respective properties or assets is subject.

"**Court**" means the Ontario Superior Court of Justice (Commercial List), or other court as applicable.

"CRA" means Canada Revenue Agency.

"Depositary" means Odyssey Trust Company, as depositary, or any other bank, trust company or financial institution, as may be agreed to in writing by the Company and the Purchaser.

"**Director**" means the Director appointed pursuant to Section 278 of the OBCA.

"**Dissent Procedures**" means the procedures to be taken by a Shareholder in exercising Dissent Rights.

"**Dissent Rights**" means the rights of dissent in respect of the Arrangement as provided for in the Plan of Arrangement.

"**Dissenting Shareholder**" means a Registered Shareholder who validly dissents in respect of the Arrangement Resolution in compliance with the Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Company Shares in respect of which Dissent Rights are validly exercised by such Registered Shareholder.

"**DRS Advice**" means a Direct Registration System (DRS) advice.

"**Effective Date**" means the date upon which the Arrangement becomes effective, being the date shown on the Certificate of Arrangement.

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date, or such other time on the Effective Date as may be agreed to in writing by the Purchaser and Givex.

"**Employee Plans**" means all health, welfare, supplemental unemployment benefit, bonus, commission, profit sharing, option, share appreciation, savings, insurance, incentive, incentive compensation, deferred compensation, share purchase, share compensation, equity incentive, disability, pension or supplemental retirement plans, termination, severance, change of control, retention, transaction bonus and other employee, contractor or director compensation or benefit plans, policies, programs, agreements or arrangements for the benefit of current or former directors, Company

Employees or contractors (or their spouses, beneficiaries or dependents), which are maintained by or binding upon the Company or any of its Subsidiaries or in respect of which the Company or any of its Subsidiaries has any actual or potential liability, but excluding any statutory plan with which the Company or any of its Subsidiaries is required to comply, including the Canada Pension Plan, any health or drug plan established and administered by a Province and plans administered under applicable health tax, workers' compensation, workplace health and safety insurance and employment insurant legislation.

"**Fairness Opinion**" means the opinion of Canaccord Genuity, the financial advisor to the Special Committee and Givex, addressed to the Special Committee and the Board, to the effect that, as of the date of such opinion, and based upon and subject to the review, assumptions, qualifications, explanations, limitations and other matters described therein, the Consideration to be received under the Arrangement by the Shareholders is fair, from a financial point of view, to the Shareholders (other than any Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101) , as set out in Schedule "C" to this Circular.

"**Final Order**" means the final order of the Court made pursuant to section 182(5) of the OBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably).

"**Form of Proxy**" means the form of proxy delivered to Shareholders.

"**Former Company Warrant Holder**" means the holders of Company Warrants immediately prior to the Effective Time after giving effect to the Arrangement.

"**Former Shareholders**" means the holders of Company Shares immediately prior to the Effective Time after giving effect to the Arrangement.

"**forward-looking statements**" has the meaning ascribed to such term in this Circular under the heading *"Cautionary Statement Regarding Forward-Looking Statements"*.

"**Governmental Entity**" means (i) any multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision, authority or representative of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

"**Givex**" or the "**Company**" means Givex Corp., a corporation existing under the OBCA, as amended.

"**Givex Management Proxyholder**" has the meaning ascribed to such term in this Circular under the heading *"General Proxy Information – Shareholders Entitled to Vote"*.

"**Givex Platform**" means the software platform for all Givex's product offerings.

"**Holder**" has the meaning ascribed to such term in this Circular under the heading "*Certain Canadian Federal Income Tax Considerations"*.

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board, as adopted in Canada at the relevant time.

"**Interim Order**" means the interim order of the Court rendered October 1, 2024 pursuant to the OBCA, made in connection with the Arrangement, as such order may be amended, supplemented or varied (in a form acceptable to Givex and the Purchaser, each acting reasonably, in accordance with the Arrangement Agreement), providing for, among other things, the calling and holding of the Company Meeting, attached as Schedule "D" to this Circular, as such order may be amended by the Court, provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably.

"**Intermediary**" has the meaning ascribed to such term in this Circular under the heading "*General Proxy Information – Voting by Non-Registered Shareholders"*.

"**Law**" or "**Laws**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

"**Letter of Transmittal**" means a letter of transmittal on blue paper, a form of which accompanies this Circular, to be completed by Shareholders in connection with the Arrangement.

"**Liens**" means any mortgage, charge, pledge, encumbrance, hypothec, security interest, statutory or deemed trust, prior claim, lien (statutory or otherwise), encumbrance, claim, deed of trust, servitude, assessment, attachment, levy, community or other marital property interest, covenant, equitable interest, license, lease or other possessory interest, option, put or call, pledge, preference, priority, right of first refusal or offer, reservation of rights, right of setoff, proxy, power of attorney, voting agreement, condition, limitation or restriction of any kind or nature whatsoever, in each case, whether contingent or absolute.

"**Matching Period**" has the ascribed to it in "*The Arrangement Agreement - Alternative Transaction Agreement/Change in Recommendation; Matching Period*" in this Circular.

"**Material Contract**" means any Contract (excluding any Lease, merchant of record Contract or giftcertificates.ca purchases): (i) that if terminated or modified or if it ceased to be in effect would have a Company Material Adverse Effect; (ii) that is a partnership agreement, shareholder agreement, limited liability company agreement, joint venture agreement or similar agreement or arrangement, relating to the formation, creation or operation of any partnership, limited liability company, joint venture or other entity in which the Company or any of its Subsidiaries is a partner, member, joint venturer or other participant that is material to the Company and its Subsidiaries, taken as a whole, but excluding any such partnership, limited liability company or joint venture which is a wholly-owned subsidiary of the Company; (iii) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness for borrowed money (in each case whether incurred, assumed, guaranteed or secured by any asset) in excess of $1,000,000 in the aggregate, other than a Contract between two or more wholly-owned Subsidiaries of the Company or between the Company and one or more of its wholly-owned Subsidiaries; (iv) restricting the incurrence of indebtedness by the Company or any of its Subsidiaries (including by requiring the granting of an equal and rateable Lien) or the incurrence of any Liens on any properties or assets of the Company or any of its Subsidiaries, or restricting, or which may in the future restrict, the payment of dividends by the Company or any of its Subsidiaries; (v) under which the Company or any of its Subsidiaries made or received payments in excess of $500,000 for the year ended December 31, 2023 or under which the Company or its Subsidiaries are obligated to make or expect to receive payments in excess of $500,000 over its remaining term (except for employment agreements or collective agreements); (vi) that creates an exclusive dealing arrangement or grants a right of first offer or refusal, "most favoured nation", or similar rights or terms to any Person; (vii) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds $500,000; (viii) that obligates the Company or any of its Subsidiaries to make any (or any series of related) capital commitments or capital expenditures in excess of $250,000; (ix) that (A) relates to the acquisition, disposition or similar business combination transaction of any business, assets or properties (whether by merger, sale of shares, sale of assets or otherwise) pursuant to which (x) any material earn-out or deferred or contingent payment obligations remain outstanding or (y) a material claim for indemnification may still be made against the Company or any of its Subsidiaries, or (B) relates to any pending acquisition, disposition or similar business combination transaction (whether by merger, sale of shares, sale of assets or otherwise), in each case where the consideration is in excess of $250,000; (x) that limits or restricts in any material respect the ability of the Company or any of its Subsidiaries to engage in any line of business or carry on business in any geographic area, or the scope of Persons to whom the Company or any of its Subsidiaries may sell products or deliver services; (xi) for the settlement or similar agreement with an Governmental Entity or order or consent of a Governmental Entity to which the Company or any of its

Subsidiaries is subject involving future performance by the Company, its Subsidiaries or their respective affiliates, in each case that is material to the Company and its Subsidiaries, taken as a whole, (xii) that is with any current or former director of the Company or any of its Subsidiaries or any current or former Company Employee or any of their respective associates or affiliates, other than employment and indemnification agreements, or any Person that owns 10% or more of the outstanding Company Shares or with any such Person's associates or affiliates; (xiii) that is a collective agreement or other Contract with a union or other employee association; (xiv) that constitutes a hedge contract, futures contract, swap contract, option contract or similar derivative Contract; or (xv) that is otherwise material to the Company and its Subsidiaries, taken as a whole, and includes each of the Contracts listed in Section 3.1(20)(a) of the Company Disclosure Letter.

"**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

"**Minority Shareholders**" means all Shareholders, other than the Purchaser, the Parent and any other Shareholder that meets the criteria set out in Section 8.1(2)(a) to (d), inclusive, of MI 61-101.

"**NOBOs**" means Non-Registered Shareholders who do not object to their name being made known to the issuer of securities.

"**Non-Registered Company Warrant Holder**" means a non-registered holder of Company Warrants.

"**Non-Registered Shareholder**" means a non-registered holder of Company Shares.

"**Non-Resident Dissenting Holder**" has the meaning ascribed to it under the heading *"Certain Canadian Federal Income Tax Considerations"*.

"**Non-Resident Holder**" has the meaning ascribed to it under the heading *"Certain Canadian Federal Income Tax Considerations"* in this Circular.

"**Notice of Application for Final Order**" means the Notice of Application for Final Order substantially in the form set out in Schedule "F" to this Circular.

"**Notice of Meeting**" has the meaning ascribed to it under the heading "*Management Information Circular"* in this Circular.

"**OBCA**" means the *Business Corporations Act* (Ontario), as amended.

"**OBOs**" means Non-Registered Shareholders who object to their name being made known to the issuer of securities.

"officer" has the meaning ascribed to it in the *Securities Act* (Ontario).

"**Ordinary Course**" means, with respect to an action taken by a Party or its Subsidiary, that such action is consistent with the past practices, of such Party or such Subsidiary, and is taken in the ordinary course of the normal day-to-day operations of the business of such Party or such Subsidiary (including any commercially reasonable deviations therefrom taken in good faith by the Company or its subsidiaries as a result of or in response to a Contagion Event).

"**Outside Date**" means December 31, 2024 or such later date as may be agreed upon in writing by the Parties.

"**Parties**" means the Purchaser, the Parent and Givex and "Party" means any one of them.

"**Period 1**" has the meaning ascribed to it under the heading "*Certain Canadian Federal Income Tax Considerations*" in this Circular.

"**Period 2**" has the meaning ascribed to it under the heading "*Certain Canadian Federal Income Tax Considerations*" in this Circular.

"**Permitted Liens**" means, in respect of the Company or any of its Subsidiaries, any one or more of the following: (a) Liens or deposits for Taxes which are not yet due or delinquent; (b) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of the Company Assets, provided that such Liens are related to obligations not yet due or delinquent, are not registered against title to any Company Assets and in respect of which adequate holdbacks are being maintained as required by applicable Law; (c) municipal by laws, regulations, ordinances, zoning law, building or land use restrictions and other limitations imposed by any Governmental Entity having jurisdiction over real property and any other restrictions affecting or controlling the use, marketability or development of real property; (d) any reservations, exceptions, limitations, provisos and conditions contained in the original Crown grant or patent (including the reservation of any mines and minerals in the Crown or in any other Person), as same may be varied by statute, together with any Liens arising from or as a result of any alleged defects or irregularities in the initial grant from the Crown; and (e) Liens listed and described in the Company Disclosure Letter.

"**Person**" includes any individual partnership, association, body corporate, trust, organization, estate, trustee, executor, legal representative, government (including any Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Plan of Arrangement**" means the plan of arrangement, substantially in the form attached as Schedule "B" to this Circular, and any amendments or variations thereto made in accordance with the Arrangement Agreement, the Plan of Arrangement or made at the direction of the Court in the Final Order with the written consent of the Company and the Purchaser, each acting reasonably.

"**Pre-Acquisition Reorganization**" means any reorganization undertaken by the Company on request of the Purchaser in accordance with the provisions of the Arrangement Agreement.

"**Proposed Amendments**" has the meaning ascribed to it under the heading *"Certain Canadian Federal Income Tax Considerations"* in this Circular.

"**Purchaser**" has the meaning specified in the preamble.

"**Record Date**" means September 16, 2024.

"Registered Shareholder" means a registered holder of Company Shares as recorded in the shareholder register of Givex maintained by the Transfer Agent.

"**Registered Company Warrant Holder**" means a registered holder of Company Warrants as recorded in the warrant holder register of Givex maintained by the Transfer Agent.

"**Regulatory Approval**" means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration or filing with, a Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case required in connection with the Arrangement.

"**Representatives**" means, collectively, with respect to Givex, the Purchaser or the Parent, such Party's officers, directors, employees, consultants, advisors, agents or other representatives (including lawyers, accountants, investment bankers and financial advisors) and includes, in the case of Givex, Canaccord Genuity.

"**Required Approval**" has the meaning ascribed to it under the heading *"Summary of the Arrangement – Shareholder Approval"* in this Circular.

"**Resident Dissenting Holder**" has the meaning ascribed to it under the heading *"Certain Canadian Federal Income Tax Considerations"* in this Circular.

"**Resident Holder**" has the meaning ascribed to it under the heading *"Certain Canadian Federal Income Tax Considerations"* in this Circular.

"**Restrictive Covenant Agreement**" means the restrictive covenant agreement to be dated as of the Effective Date between the Parent, the Purchaser and Don Gray and his affiliates, in form set forth in the Company Disclosure Letter.

"**Reviewable Transaction**" has the meaning ascribed to it under the heading *"Regulatory Matters – Investment Canada Act"* in this Circular.

"**Securities Act**" means the *Securities Act* (Ontario), as amended from time to time.

"**SEDAR+**" means the System for Electronic Data Analysis and Retrieval + maintained on behalf of the Canada Securities Administrators.

"**Shareholder Approval**" means the requisite approval of the Shareholders of the Arrangement Resolution in accordance with applicable Laws and the Interim Order, being: (i) two thirds of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Share held; and (ii) a simple majority (more than 50%) of the votes cast on the Arrangement Resolution by the Shareholders, voting as a separate class, present or represented by proxy and entitled to vote at the Company Meeting, each being entitled to one vote per Share held, and excluding any votes in respect of Company Shares that are required to be excluded pursuant to MI 61-101.

"**Shareholders**" means, at any time, the holders of the issued and outstanding Company Shares and "**Shareholder**" means any one of them.

"**Shift4**" or "**Parent**" means Shift4 Payments Inc., a corporation existing under the laws of the state of Delaware.

"**Special Committee**" means the special committee of the Board formed to consider, among other things, strategic alternatives available to the Company, including the Arrangement.

"**Subject Securities**" means (a) all of the Company Shares, Company Options, Company Warrants and Company RSUs, owned legally or beneficially, either directly or indirectly, by the Supporting Shareholder or over which the Supporting Shareholder exercises control or direction, either directly or indirectly; (b) Company Shares issued upon the exercise by the Supporting Shareholder of any securities convertible into or exercisable for Company Shares; or (c) Company Shares otherwise acquired by the Supporting Shareholder after the date hereof,

"**Subsidiary**" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions* as in effect on the date of the Arrangement Agreement.

"**Summary**" means the section of this Circular with the heading "*Summary of Circular*".

"**Superior Proposal**" means any *bona fide* written Acquisition Proposal made by a third party after the date of the Arrangement Agreement (a) to acquire not less than all of the outstanding Company Shares (other than Company Shares beneficially owned by such party or its affiliates and joint actors) or all or substantially all of the assets of the Company on a consolidated basis (and provided that, for further clarity, any Company Shares held by a Company Employee subject to a rollover or similar agreement will be considered acquired for this purpose): (b) that did not result from or involve a breach of the Arrangement Agreement; (c) is reasonably capable being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such Acquisition Proposal and the Person making such Acquisition Proposal (including such Person's ability to obtain all required Regulatory Approvals); (d) is not subject to any financing condition and in respect of which it has been demonstrated to the satisfaction of the Board that adequate arrangements have been made in respect of any financing required to complete such Acquisition Proposal; (e) is not subject to any due diligence or access condition; and (f) that the Board determines, in its good faith judgement, after receiving the advice of, and in consultation with, outside counsel and financial advisor, and after taking into account all of the terms and conditions of the Acquisition Proposal, including all financial, legal regulatory and other aspects of such Acquisition Proposal and the Person making such Acquisition Proposal that it would, if consummated in accordance with its terms, but without assuming away the risk of non-completion, result in a transaction which is more favourable from a financial point of view to the Shareholders than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by the Purchaser pursuant to the Arrangement Agreement).

"**Superior Proposal Notice**" has the ascribed to it in "*The Arrangement Agreement - Alternative Transaction Agreement/Change in Recommendation; Matching Period*" in this Circular.

"**Supporting Shareholders**" means the Shareholders who are parties to the Voting Support Agreement, being all officers and all directors of Givex and certain shareholders of Givex.

"**Tax**" and "**Taxes**" means: (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and Canada Pension Plan, Quebec Pension Plan or other government pension plan premiums or contributions, and any liability relating to a deemed overpayment of Taxes under section 125.7 of the Tax Act; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"**Tax Act**" means the *Income Tax Act* (Canada), as may be amended from time to time.

"**taxable Canadian property**" has the meaning ascribed to such term in the Tax Act.

"**Taxable Capital Gain**" has the meaning ascribed to it under the heading *"Certain Canadian Federal Income Tax Considerations"* in this Circular.

"**Termination Amount**" means a cash termination payment in an amount equal to $7,750,000 payable by Givex to the Purchaser (or, if directed by the Parent in writing, the Parent) upon the occurrence of a Termination Amount Event in accordance with the Arrangement Agreement.

"**Termination Amount Event**" has the meaning ascribed to such term in this Circular under the heading *"The Arrangement Agreement – Termination Amounts"*.

"**Transfer**" has the meaning ascribed to such term in this Circular under the heading "*The Voting Support Agreements"*.

"**Transfer Agent**" means the transfer agent and registrar of the Company Shares, Odyssey Trust Company.

"**Transitional Year**" has the meaning ascribed to it under the heading *"Certain Canadian Federal Income Tax Considerations"* in this Circular.

"**TSX**" means Toronto Stock Exchange.

"**U.S." or "United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

"**U.S. Exchange Act**" means the United Shares Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder.

"**Voting Support Agreements**" means the voting and support agreements between the Purchaser, the Parent and the Supporting Shareholders pursuant to which such Supporting Shareholders have agreed, among other things, to support the Arrangement Agreement.

"**Warrant Letter of Transmittal**" means the letter of transmittal sent to holders of Company Warrants or such other equivalent form of letter of transmittal acceptable to the Purchaser acting reasonably.

"**2024 Capital Gains Proposals**" has the meaning ascribed to it under the heading *"Certain Canadian Federal Income Tax Considerations"* in this Circular.

CONSENT OF CANACCORD GENUITY CORP.

TO: The Board and Special Committee of Givex Corp.

We have read the management information circular of Givex Corp. ("**Givex**") dated October 1, 2024 (the "**Circular**") relating to the special meeting of shareholders of Givex which is convened to approve, among other things, a resolution relating to the proposed arrangement under Section 182 of the *Business Corporations Act* (Ontario), as amended, pursuant to which 1000986880 Ontario Inc. will acquire all of the issued and outstanding common shares in the capital of Givex. We hereby consent to the references to our firm name and to the references to our fairness opinion dated August 25, 2024 (the "**Fairness Opinion**") in the Circular, to the inclusion of the Fairness Opinion as Schedule "C" to the Circular and the inclusion of a summary of the Fairness Opinion being included in the Circular.

"Canaccord Genuity Corp."
Toronto, Ontario
October 1, 2024

SCHEDULE "A"

ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. The arrangement (the "**Arrangement**") under Section 182 of the Business Corporations Act (Ontario) (the "**OBCA**") of Givex Corp. (the "**Company**"), as more particularly described and set forth in the management information circular (the "**Circular**") dated October 1, 2024 of the Company accompanying the notice of this meeting (as the Arrangement may from time to time be amended, modified or supplemented in accordance with the arrangement agreement (as it may from time to time be amended, modified or supplemented, the "**Arrangement Agreement**")) dated August 26, 2024 among the Company, Shift4 Payments Inc. and 1000986880 Ontario Inc is hereby authorized, approved and adopted.

2. The plan of arrangement of the Company (as it has been or may be amended, modified or supplemented in accordance with the Arrangement Agreement, the "**Plan of Arrangement**")), the full text of which is set out in Schedule "B" to the Circular, is hereby authorized, approved and adopted.

3. The (i) Arrangement Agreement and related transactions, (ii) actions of the directors of the Company in approving the Arrangement Agreement, and (iii) actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement, and any amendments, modifications or supplements thereto, are hereby ratified and approved.

4. The Company be and is hereby authorized to apply for a final order from the Ontario Superior Court of Justice (Commercial List) to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as described in the Circular).

5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of the Company or that the Arrangement has been approved by the Ontario Superior Court of Justice (Commercial List), the directors of the Company are hereby authorized and empowered to, without notice to or approval of the shareholders of the Company, (i) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted thereby, and (ii) subject to the terms of the Arrangement Agreement, not proceed with the Arrangement and related transactions.

6. Any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute and deliver for filing with the Director under the OBCA articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.

7. Any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.

SCHEDULE "B"

PLAN OF ARRANGEMENT

See attached.

PLAN OF ARRANGEMENT

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

"**Affected Securities**" means, collectively, the Company Shares and the Company Convertible Securities.

"**Affected Securityholders**" means, collectively, the holders of Affected Securities.

"**affiliate**" has the meaning ascribed thereto in the Arrangement Agreement.

"**Arrangement**" means the arrangement under Section 182 of the OBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to this Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and Section 5.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Arrangement Agreement**" means the arrangement agreement made as of August 26, 2024 among the Company, the Purchaser and the Parent, including all schedules annexed thereto, as may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement considered at the Company Meeting by Company Shareholders.

"**Articles of Arrangement**" means the articles of arrangement in respect of the Arrangement, required by the OBCA to be sent to the Director after the Final Order is made, which will include the Plan of Arrangement and otherwise be in a form and content satisfactory to the Company and the Purchaser, each acting reasonably.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

"**Certificate of Arrangement**" means the certificate of arrangement to be issued by the Director pursuant to subsection 183(2) of the OBCA in respect of the Articles of Arrangement.

"**Company**" means Givex Corp., a corporation existing under the laws of the Province of Ontario.

"**Company Broker Warrant In-the-Money Amount**" means $0.58 per Company Broker Warrant, being the amount by which (i) the Consideration, exceeds (ii) the exercise price per Company Share under each Company Broker Warrant.

"**Company Broker Warrants**" means the 65,308 non-transferable common share purchase warrants of the Company exercisable at a price of $0.92 per Company Share until February 23, 2026.

"**Company Compensation Option In-the-Money Amount**" means $0.625 per Company Compensation Option, being the amount by which (i) the sum of (A) the Consideration, plus (B) one-half of the Company Warrant In-the-Money Amount, exceeds (ii) the exercise price per unit of the Company under each Company Compensation Option.

"**Company Compensation Options**" means the 1,455,467 compensation options to purchase units of the Company each entitling its holder to acquire one unit of the Company, each unit being comprised of one Company Share and one-half of one Company Warrant at a price of $1.00 per unit until November 25, 2024.

"**Company Convertible Securities**" means, collectively, the Company Options, Company Compensation Options, Company RSUs, Company Warrants and Company Broker Warrants.

"**Company Meeting**" means the special meeting of Company Shareholders called and held in accordance with the Interim Order to consider the Arrangement Resolution.

"**Company Option In-the-Money Amount**" means, with respect to a particular Company Option, the amount, if any, by which (i) the Consideration, exceeds (ii) the exercise price per Company Share under such Company Option immediately prior to the Effective Time.

"**Company Option Plan**" means the stock option plan of the Company dated November 25, 2021.

"**Company Options**" means the outstanding options to purchase Company Shares issued pursuant to the Company Option Plan.

"**Company RSU Plan**" means the restricted share unit plan of the Company dated November 25, 2021.

"**Company RSUs**" means the outstanding restricted share units of the Company issued pursuant to the Company RSU Plan.

"**Company Shareholders**" means the holders of Company Shares.

"**Company Shares**" means the issued and outstanding common shares in the capital of the Company.

"**Company Warrant Indenture**" means the warrant indenture dated November 12, 2021 entered into among the Company and TSX Trust Company, as supplemented by a first supplemental indenture dated July 7, 2023 between the Company and TSX Trust Company, in respect of the Company Warrants.

"**Company Warrant In-the-Money Amount**" means $0.25 per Company Warrant, being the amount by which (i) the Consideration, exceeds (ii) the exercise price per Company Share under each Company Warrant.

"**Company Warrants**" means the common share purchase warrants to acquire Company Shares issued pursuant to the Company Warrant Indenture.

"**Consideration**" means $1.50 in cash per Company Share.

"**Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Depositary**" means such Person as the Company may appoint to act as depositary in relation to the Arrangement, with the approval of the Purchaser, acting reasonably.

"**Director**" means the Director appointed pursuant to section 278 of the OBCA.

"**Dissent Rights**" has the meaning specified in Section 3.1.

"**Dissenting Holder**" means a registered Company Shareholder as at the Record Date who has validly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Company Shares in respect of which Dissent Rights are validly exercised by such registered Company Shareholder.

"**DRS Advice**" means a Direct Registration System (DRS) advice.

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

"**Final Order**" means the final order of the Court made pursuant to section 182(5) of the OBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably).

"**Governmental Entity**" means (i) any multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision, authority or representative of any of the above, (iii) any quasi governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

"**Interim Order**" means the interim order of the Court made pursuant to subsection 182(5) of the OBCA, in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

"**Letter of Transmittal**" means the letter of transmittal sent to registered holders of Company Shares for use in connection with the Arrangement.

"**Lien**" means any mortgage, charge, pledge, encumbrance, hypothec, security interest, statutory or deemed trust, prior claim, lien (statutory or otherwise), encumbrance, claim, deed of trust, servitude, assessment, attachment, levy, community or other marital property interest, covenant, equitable interest, license, lease or other possessory interest, option, put or call, pledge, preference, priority, right of first refusal or offer, reservation of rights, right of setoff, proxy, power of attorney, voting agreement, condition, limitation or restriction of any kind or nature whatsoever, in each case, whether contingent or absolute.

"**OBCA**" means the *Business Corporations Act* (Ontario).

"**Parent**" means Shift4 Payments, Inc., a corporation existing under the laws of the State of Delaware.

"**Parties**" means, collectively, the Company, the Purchaser and the Parent, and "**Party**" means any one of them.

"**Person**" includes any individual, partnership, association, body corporate, trust, organization, estate, trustee, executor, administrator, legal representative, government (including any Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Plan of Arrangement**" means this plan of arrangement proposed under section 182 of the OBCA, and any amendments or variations made in accordance with the Arrangement Agreement and Section 5.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Purchaser**" means 1000986880 Ontario Inc., a corporation existing under the laws of the Province of Ontario.

"**Record Date**" means the record date for determining Company Shareholders entitled to vote at the Company Meeting.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Warrant Letter of Transmittal**" means the letter of transmittal sent to holders of Company Warrants or such other equivalent form of letter of transmittal acceptable to the Purchaser acting reasonably.

1.2 Certain Rules of Interpretation

In this Plan of Arrangement, unless otherwise specified:

Headings, etc. The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.

Currency. All references to dollars or to $ are references to Canadian dollars, unless specified otherwise.

Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

Certain Phrases, etc. The words (i) "including", "includes" and "include" mean "including (or includes or include) without limitation," (ii) "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of," and (iii) unless stated otherwise, "Article", "Section", and "Schedule" followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Plan of Arrangement.

Statutes. Unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re enacted or replaced and includes any regulations made thereunder.

Computation of Time. A period of time is to be computed as beginning on the day following the event that began the period and ending at 5:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 5:30 p.m. on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

Time References. References to time herein or in any Letter of Transmittal are to local time, Toronto, Ontario.

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to the Arrangement Agreement and constitutes an arrangement as referred to in section 182 of the OBCA.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective, and be binding on the Purchaser, the Parent, the Company, all holders and beneficial owners of Affected Securities, including Dissenting Holders, the registrar and transfer agent of the Company, the Depositary and all other Persons, at and after the Effective Time without any further act or formality required on the part of any Person.

2.3 Arrangement

Commencing at the Effective Time, the following steps or transactions shall, unless specifically provided otherwise in this Section 2.3, occur and shall be deemed to occur in the following order as set out below without any further authorization, act or formality, in each case at two-minute intervals starting at the Effective Time:

(a) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company Option Plan, shall be, and shall be deemed to be, unconditionally vested and exercisable, and such Company Option shall, without any further action by or on behalf of the holder of such Company Option, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Option In-the-Money Amount of such Company Option, less applicable withholdings (and, for greater certainty, where such amount is a negative amount, neither the Company nor the Purchaser shall be obligated to pay the holder of such Company Option any amount in respect of such Company Option), and each such Company Option shall immediately be cancelled and the holder of such Company Option shall cease to be a holder of such Company Option and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to this Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(b) each Company RSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company RSU Plan, shall, without any further action by or on behalf of the holder of such Company RSU, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Consideration, less applicable withholdings, and each such Company RSU shall immediately be cancelled and the holder of such Company RSU shall cease to be a holder of such Company RSU and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to this Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(c) each Company Warrant outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder of such Company Warrant, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Warrant In-the-Money Amount of such Company Warrant, and each such Company Warrant shall immediately be cancelled and the holder of such Company Warrant shall cease to be a holder of such Company Warrant and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to this Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(d) each Company Broker Warrant outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder of such Company Broker Warrant, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Broker Warrant In-the-Money Amount of such Company Broker Warrant, and each such Company Broker Warrant shall immediately be cancelled and the holder of such Company Broker Warrant shall cease to be a holder of such Company Broker Warrant and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to this Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(e) each Company Compensation Option outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder of such Company Compensation Option, be, and shall be deemed to be, assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Company Compensation Option In-the-Money Amount of such Company Compensation Option, and each such Company Compensation Option shall immediately be cancelled and the holder of such Company Compensation Option shall cease to be a holder of such Company Compensation Option and shall thereafter have only the right to receive the consideration to which they are entitled pursuant to this Plan of Arrangement, and such holder's name shall be removed from the applicable register;

(f) the Company Option Plan, the Company RSU Plan, the Company Warrant Indenture and all agreements relating to the Company Options, Company RSUs, Company Warrants, Company Broker Warrants and Company Compensation Options shall be terminated and shall be of no further force and effect;

(g) each of the Company Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be, and shall be deemed to be, transferred without any further act or formality to the Purchaser in consideration for a debt claim against the Purchaser for the amount determined under Section 3.1, and:

  (i) such Dissenting Holders shall cease to be the holders of such Company Shares and to have any rights as holders of such Company Shares other than the right to be paid fair value by the Purchaser for such Company Shares as set out in Section 3.1;

(ii) such Dissenting Holders' names shall be removed as the holders of such Company Shares from the registers of Company Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Company Shares free and clear of all Liens, and shall be entered in the register of Company Shares maintained by or on behalf of the Company; and

(h) each Company Share outstanding immediately prior to the Effective Time, other than Company Shares deemed to be transferred by a Dissenting Holder to the Purchaser under Section 2.3(g) and any Company Shares held by the Purchaser and any of its affiliates immediately prior to the Effective Time, shall, without any further action by or on behalf of the holder of such Company Share, be, and shall be deemed to be, assigned and transferred by the holder thereof to the Purchaser in exchange for the Consideration, and:

(i) the holders of such Company Shares shall cease to be the holders of such Company Shares and to have any rights as holders of such Company Shares other than the right to be paid the Consideration by the Purchaser in accordance with this Plan of Arrangement;

(ii) such holders’ names shall be removed from the register of the Company Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Company Shares free and clear of all Liens, and shall be entered in the register of the Company Shares maintained by or on behalf of the Company.

2.4 Effective Time of Arrangement

The transfers and cancellations provided for in Section 2.3 shall be deemed to occur at the time and in the order specified in Section 2.3, notwithstanding that certain of the procedures related thereto are not completed until after such time.

ARTICLE 3
RIGHTS OF DISSENT

3.1 Rights of Dissent

Registered Company Shareholders as at the Record Date may exercise dissent rights with respect to the Company Shares held by such holders ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in section 185 of the OBCA, as modified by the Interim Order and this Section 3.1; provided that, notwithstanding subsection 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in subsection 185(6) of the OBCA must be received by the Company not later than 4:30 p.m. (Toronto time) on the date that is two Business Days immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time). Dissenting Holders who duly exercise their Dissent Rights shall be deemed to have transferred the Company Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser free and clear of all Liens, as provided in Section 2.3(g) and if they:

(a) ultimately are entitled to be paid fair value for such Company Shares: (i) shall be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(g)); (ii) will be entitled to be paid the fair value of such Company Shares, which fair value, notwithstanding anything to the contrary contained in section 185 of the OBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted at the Company Meeting; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Company Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such Company Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Company Shares.

3.2 Recognition of Dissenting Holders

(a) In no circumstances shall the Purchaser, the Parent or the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Company Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall the Purchaser, the Parent or the Company or any other Person be required to recognize Dissenting Holders as holders of Company Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 2.3(g) and the names of such Dissenting Holders shall be removed from the registers of holders of the Company Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 2.3(g) occurs. In addition to any other restrictions under section 185 of the OBCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Company Convertible Securities; and (ii) Company Shareholders who vote or have instructed a proxyholder to vote such Company Shares in favour of the Arrangement Resolution (but only in respect of such Company Shares).

ARTICLE 4
CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration

(a) Prior to the filing of the Articles of Arrangement, the Purchaser shall deposit, or arrange to be deposited, with the Depositary in escrow:

(i) for payment to the Company Shareholders cash in an amount equal to the aggregate Consideration that the Company Shareholders are entitled to receive for their Company Shares (other than in respect of Company Shares held by a Dissenting Holder and any Company Shares held by the Purchaser and any of its affiliates) under Section 2.3(h)**;** and

(ii) as a loan to the Company, for payment on behalf of the Company to the holders of Company Warrants, cash in an amount equal to the aggregate consideration that such holders of Company Warrants are entitled to receive for their Company Warrants under Section 2.3(c).

(b) Upon surrender to the Depositary for cancellation of a certificate or DRS Advice which immediately prior to the Effective Time represented outstanding Company Shares that were transferred pursuant to Section 2.3(h), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of Company Shares represented by such surrendered certificate or DRS Advice shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the cash which such holder has the right to receive under this Plan of Arrangement for such Company Shares, less any amounts withheld pursuant to Section 4.3, and any certificate or DRS Advice so surrendered shall forthwith be cancelled.

(c) Upon surrender to the Depositary for cancellation of a certificate or DRS Advice which immediately prior to the Effective Time represented outstanding Company Warrants that were transferred and cancelled pursuant to Section 2.3(c), together with a duly completed and executed Warrant Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of Company Warrants represented by such surrendered certificate or DRS Advice shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the cash which such holder has the right to receive under this Plan of Arrangement for such Company Warrants, less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered shall forthwith be cancelled.

(d) On or as soon as practicable after the Effective Date, the Company shall deliver to each holder of Company Options, Company RSUs, Company Broker Warrants and Company Compensation Options as reflected on the register maintained by or on behalf of the Company in respect of Company Options, Company RSUs, Company Broker Warrants and Company Compensation Options, as applicable, a cheque or cash payment (or process the payment through the Company's payroll systems or such other means as the Company may elect or as otherwise directed by the Purchaser including with respect to the timing and manner of such delivery), if any, which such holder of Company Options, Company RSUs, Company Broker Warrants or Company Compensation Options has the right to receive under this Plan of Arrangement for such Company Options, Company RSUs, Company Broker Warrants and Company Compensation Options, less any amount withheld pursuant to Section 4.3.

(e) Until surrendered as contemplated by this Section 4.1, each certificate or DRS Advice, as applicable, that immediately prior to the Effective Time represented Company Shares or Company Warrants, as applicable, shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3.

(f) Any certificate or DRS Advice, as applicable, formerly representing Company Shares or Company Warrants, as applicable, not duly surrendered on or before the third anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Company Shares or Company Warrants, as applicable, of any kind or nature against or in the Company, the Purchaser or the Parent. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Company, as applicable, and shall be paid over by the Depositary to the Purchaser or the Company, as applicable, or as directed by the Purchaser or the Company, as applicable. Any payment made by way of cheque by the Depositary pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or before the second anniversary of the Effective Date, and any right or claim to payment hereunder that remains outstanding on the second anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the applicable consideration for the Affected Securities pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or the Company, as applicable, for no consideration.

(g) No holder of Affected Securities shall be entitled to receive any consideration with respect to such Affected Securities other than any cash payment to which such holder is entitled to receive in accordance with Section 2.3 and this Section 4.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

4.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares or Company Warrants that were transferred or redeemed, as applicable, pursuant to Section 2.3 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, cash deliverable in accordance with such holder's Letter of Transmittal or Warrant Letter of Transmittal, as applicable. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall as a condition precedent to the delivery of such cash, give a bond satisfactory to the Purchaser, the Company and the Depositary (each acting reasonably) in such sum as the Purchaser may direct (acting reasonably), or otherwise indemnify the Purchaser and the Company in a manner satisfactory to Purchaser and the Company, each acting reasonably, against any claim that may be made against the Purchaser or the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Withholding Rights

The Purchaser, the Company and the Depositary will be entitled to deduct or withhold from any amounts otherwise payable or deliverable to any Person pursuant to this Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 3.1), such Taxes or other amounts as the Purchaser, the Company or the Depositary, as applicable, is, or reasonably believes it is, required, entitled or permitted to deduct or withhold with respect to such payment under the Tax Act or any provisions of any other applicable Laws. To the extent that Taxes or other amounts are so deducted or withheld and remitted to the appropriate Governmental Entity, such deducted or withheld Taxes or other amounts will be treated for all purposes under the Arrangement Agreement and this Plan of Arrangement as having been paid to the Person to whom such amounts would otherwise have been paid.

4.4 Rounding of Cash

In any case where the aggregate cash amount payable to a particular holder of Company Shares or Company Convertible Securities under the Arrangement would, but for this provision, include a fraction of a cent, the amount payable shall be rounded down to the nearest whole cent.

4.5 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

4.6 Interest

Under no circumstances shall interest accrue or be paid by the Purchaser, the Company, the Depositary or any other person to persons depositing certificates or DRS Advices pursuant to this Plan of Arrangement in respect of Company Shares and Company Convertible Securities, including Company Shares formerly held by Dissenting Holders, regardless of any delay in making any payment contemplated hereunder.

4.7 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Affected Securities issued or outstanding prior to the Effective Time, (b) the rights and obligations of the Affected Securityholders, the Company, the Purchaser, the Parent, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Affected Securities shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 5
AMENDMENTS

5.1 Amendments to Plan of Arrangement

(a) The Company and the Purchaser may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Company and the Purchaser, each acting reasonably, (iii) be filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to the Affected Securityholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company or the Purchaser at any time prior to the Company Meeting (provided that the Purchaser or the Company, as applicable, shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting shall be effective only if (i) it is consented to in writing by each of the Company and the Purchaser (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Company Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former holder of Affected Securities.

(e) Notwithstanding anything to the contrary contained herein, any amendment, modification and/or supplement to this Plan of Arrangement may be made by the written consent of each of the Company and the Purchaser at any time and from time to time without the approval of or communication to the Court or the Company Shareholders, provided that each such amendment, modification and/or supplement concerns a matter which, in the reasonable opinion of the Company and the Purchaser, is of an administrative nature or required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any holder of Affected Securities.

(f) This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the Arrangement Agreement.

(g) Notwithstanding the foregoing provisions of this Article 5, no amendment, modification or supplement of this Plan of Arrangement may be made prior to the Effective Time except in accordance with the terms of the Arrangement Agreement.

ARTICLE 6
FURTHER ASSURANCES

6.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

SCHEDULE "C"

FAIRNESS OPINION OF CANACCORD GENUITY CORP.

See attached.

Canaccord Genuity Corp.
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August 25, 2024

The Special Committee and Board of Directors
Givex Corp.
134 Peter Street, Suite 1400
Toronto, ON M5V 2H2
Canada

To the Special Committee and Board of Directors:

Canaccord Genuity Corp. ("**Canaccord Genuity**" or "**we**") understands that Givex Corp. (the "**Company**") intends to enter into a definitive arrangement agreement to be dated August 26, 2024 (the "**Arrangement Agreement**") with Shift4 Payments, Inc. (the "**Parent**") and 1000986880 Ontario Inc. (the "**Purchaser**", and together with the Parent, "**Shift4**"), providing for, among other things, the acquisition by Shift4 of all of the issued and outstanding common shares in the capital of the Company (the "**Company Shares**") from the holders of such Company Shares (collectively, the "**Company Shareholders**") by way of a statutory plan of arrangement (the "**Arrangement**") carried out under the provisions of section 182 of the *Business Corporations Act* (Ontario). Pursuant to the Arrangement, Company Shareholders will be entitled to receive C$1.50 in cash per Company Share (the "**Consideration**").

Canaccord Genuity also understands that: (i) each option to purchase Company Shares (whether vested or unvested) (each, a "**Company Option**") issued and outstanding immediately prior to the closing of the Arrangement shall be deemed to be assigned and transferred by or on behalf of the holder to the Company in exchange for a cash payment from the Company equal to the amount, if any, by which (x) the Consideration exceeds (y) the exercise price per Company Share under such Company Option immediately prior to the closing of the Arrangement (less applicable withholdings) and each such Company Option shall be cancelled; (ii) each restricted share unit to purchase Company Shares (whether vested or unvested) (each, a "**Company RSU**") issued and outstanding immediately prior to the closing of the Arrangement shall be deeded to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to the Consideration (less applicable withholdings) and each such Company RSU shall be cancelled; (iii) each common share purchase warrant to acquire Company Shares exercisable at a price of $1.25 per Company Share (each, a "**Company Warrant**") issued and outstanding immediately prior to the closing of the Arrangement shall be deemed to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to $0.25 (the "**Company Warrant In-the-Money Amount**"), being the amount by which (x) the Consideration exceeds (y) the exercise price of each Company Warrant, and each such Company Warrant shall be cancelled; (iv) each broker common share purchase warrant to acquire Company Shares exercisable at a price of $0.92 per Company Share (each, a "**Company Broker Warrant**") issued and outstanding immediately prior to the closing of the Arrangement shall be deemed to be assigned and transferred to the Company in exchange for a cash payment from the Company equal to $0.58, being the amount by which (x) the Consideration exceeds (y) the exercise price of each Company Broker Warrant, and each such Company Broker Warrant shall be cancelled; and (v) each compensation option to purchase units of the Company, each entitling its holder to acquire one unit of the Company, each unit being comprised of one Company Share and one-half of one Company Warrant at a price of $1.00 (each, a "**Company Compensation Option**") issued and outstanding immediately prior to the closing of the Arrangement shall be deemed to be assigned to the Company in exchange for a cash payment from the Company equal to $0.625, being the amount by which (x) the sum of (A) the Consideration, plus (B) $0.125 (being one-half of the Company Warrant In-the-Money Amount), exceeds (y) the exercise price per unit of the Company under each Company Compensation Option, and each such Company Compensation Option shall be cancelled.

In addition, Canaccord Genuity understands that Shift4 intends to enter into voting support agreements (the "**Voting Support Agreements**") with all of the Company's directors and certain senior officers of the Company, as well as certain Company Shareholders (collectively, the "**Company Supporting Shareholders**"), whereby such Company Supporting Shareholders will agree, among other things, to vote their Company Shares in favour of the Arrangement (subject to the terms and conditions of the applicable Voting Support Agreement). Canaccord Genuity understands that the Company Supporting Shareholders represent approximately 57.5% of the issued and outstanding Company Shares.

Canaccord Genuity further understands that the Company expects to hold a meeting of Company Shareholders (the "**Company Meeting**") for the purpose of obtaining the requisite Company Shareholder approval for the Arrangement, consisting of: (i) 66 2/3% of the votes cast on the Arrangement resolution by Company Shareholders; and (ii) a simple majority of the votes cast on the Arrangement resolution by Company Shareholders (excluding the votes attached to Company Shares that are required to be excluded pursuant to Multilateral Instrument 61-101 – *Protection of Minority Shareholders in Special Transactions* ("**MI 61-101**")).

The Company has retained Canaccord Genuity to provide advice and assistance to the Company, the board of directors of the Company (the "**Board of Directors**") and the special committee of the Board of Directors (the "**Special Committee**"), including the preparation and delivery to the Special Committee and Board of Directors of Canaccord Genuity's opinion (the "**Opinion**") as to the fairness to Company Shareholders, from a financial point of view, of the Consideration to be received under the Arrangement by Company Shareholders (other than any Company Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101). Canaccord Genuity understands that the Opinion will be for the use of the Special Committee and Board of Directors and will be one factor, among others, that the Special Committee and Board of Directors will consider in determining whether to approve or recommend the Arrangement. This Opinion has been prepared in accordance with the disclosure standards for formal valuations and fairness opinions of the Canadian Investment Regulatory Organization ("**CIRO**"), however, CIRO has not been involved in the preparation or review of this opinion.

The terms and conditions of the Arrangement will be set out in more detail in the Arrangement Agreement and the Arrangement will be further described in the circular to be mailed to Company Shareholders (the "**Company Circular**"), related to the Company Meeting, to be held in connection with the Arrangement.

All dollar amounts herein are expressed in Canadian dollars, unless otherwise indicated.

Engagement of Canaccord Genuity

Canaccord Genuity was formally engaged by the Company through an agreement between the Company and Canaccord Genuity (the "**Engagement Agreement**") dated September 5, 2023. The Engagement Agreement provides the terms upon which Canaccord Genuity has agreed to act as a financial advisor to the Company in connection with the Arrangement during the term of the Engagement Agreement and to provide the Opinion. The terms of the Engagement Agreement provide that Canaccord Genuity is to be paid certain fees for its services as financial advisor, including (i) a fixed fee due upon delivery of the Opinion, no part of which is contingent upon the Opinion being favorable or upon the successful completion of the Arrangement or any alternative transaction; (ii) a fee payable upon completion of the Arrangement or any alternative transaction; and (iii) a fee payable in the event the Arrangement is not completed and a break-up fee or termination fee is paid to the Company. In addition, the Company has agreed to reimburse Canaccord Genuity for its reasonable out-of-pocket expenses and to indemnify Canaccord Genuity in respect of certain liabilities that might arise in connection with its engagement.

On August 25, 2024, at the request of the Special Committee and Board of Directors, Canaccord Genuity orally delivered the Opinion to the Special Committee and Board of Directors, based upon and subject to the review, assumptions, qualifications, explanations, limitations and other matters described herein and provided for under the terms of the Engagement Agreement. This Opinion provides the same opinion, in writing, as that given orally by Canaccord Genuity on August 25, 2024.

Relationship with Interested Parties

Canaccord Genuity is not an insider, associate or affiliate (as such terms are defined in the *Securities Act* (Ontario)), of the Company or Shift4. Canaccord Genuity and its affiliates have not been engaged to provide any financial advisory services, have not acted as lead or co-lead manager on any offering of securities of the Company, Shift4 or their respective affiliates during the 24 months preceding the date on which Canaccord Genuity was first contacted by the Company in respect of the Arrangement, other than the services provided pursuant to the Engagement Agreement or as otherwise described herein. During this period, Canaccord Genuity acted as (i) lead agent for the Company's initial public offering as a capital pool company in accordance with the rules of the TSX Venture Exchange Inc. ("**TSXV**"), and (ii) co-manager in respect of a brokered private placement of subscription receipts by Givex Corporation (now a wholly-owned subsidiary of the Company), which closed on November 15, 2021, completed in connection with the Company's "Qualifying Transaction" in accordance with the rules of the TSXV.

The fees paid to Canaccord Genuity pursuant to the Engagement Agreement are not, in the aggregate, financially material to Canaccord Genuity and do not give Canaccord Genuity a financial incentive in respect of either the conclusions reached in the Opinion or the outcome of the Arrangement. There are no understandings, agreements or commitments between Canaccord Genuity and either the Company, Shift4, or any of their respective associates or affiliates with respect to any future business dealings. However, Canaccord Genuity may, in the future, in the ordinary course of its business, perform financial advisory or investment banking services for the Company, Shift4, or any of their respective associates or affiliates.

In addition, Canaccord Genuity and its affiliates act as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have long or short positions in the securities of the Company, Shift4 or any of their respective associates or affiliates and, from time to time, may have executed or may execute transactions on behalf of such companies or clients for which it receives or may receive commission(s). As an investment dealer, Canaccord Genuity and its affiliates conduct research on securities and may, in the ordinary course of their business, provide research reports and investment advice to their clients on investment matters, including with respect to the Company, Shift4 and the Arrangement. In addition, Canaccord Genuity and its affiliates may, in the ordinary course of their business, provide other financial services to the Company, Shift4 or any of their associates or affiliates, including financial advisory, investment banking and capital market activities such as raising debt or equity capital. In addition, Canaccord Genuity and / or certain employees of Canaccord Genuity may currently own or may have owned securities of the Company and / or Shift4.

Credentials of Canaccord Genuity

Canaccord Genuity is an independent investment bank which provides a full range of corporate finance, merger and acquisition, financial restructuring, sales and trading, and equity research services. Canaccord Genuity operates in North America, the United Kingdom, Europe, Asia, and Australia.

The Opinion expressed herein represents the views and opinions of Canaccord Genuity, and the form and content of the Opinion have been approved for release by a committee of Canaccord Genuity's managing directors, each of whom is experienced in merger, acquisition, divestiture, fairness opinion, and capital markets matters.

Scope of Review

In arriving at its Opinion, Canaccord Genuity has reviewed, analysed, considered and relied upon (without attempting to independently verify the completeness or accuracy thereof) or carried out, among other things, the following:

1. draft version of the Arrangement Agreement (including accompanying schedules), dated August 25, 2024;
2. settled form of the Voting Support Agreements;
3. settled form of the restrictive covenant agreement to be entered into between Shift4 and Don Gray and his affiliates (the "**Restrictive Covenant Agreement**");
4. executed copy of the non-binding indication of interest between the Company and Parent, dated July 23, 2024;
5. unexecuted copies of the non-binding indications of interest submitted by Parent to the Company, dated December 6, 2023, January 23, 2024 and February 15, 2024;
6. executed copy of the confidentiality agreement between the Company and Parent, dated January 11, 2024;
7. the Company's corporate presentation, dated Q4 2023;
8. the Parent's Q2 2024 shareholder letter, dated August 8, 2024;
9. the Parent's corporate presentation, dated June 14, 2024;
10. the Company's management information circular, dated March 28, 2024, for the annual general and special meeting of Company Shareholders held on May 10, 2024;
11. the Company's annual information form, dated March 19, 2024, and as restated on May 21, 2024;
12. the Company's audited consolidated financial statements and associated management's discussion and analysis as at and for the periods ended December 31, 2023, and December 31, 2022;
13. the Parent's audited consolidated financial statements and associated management's discussion and analysis as at and for the periods ended December 31, 2023, and December 31, 2022;
14. the Company's unaudited interim condensed consolidated financial statements and associated management's discussion and analysis as at and for the periods ended June 30, 2024, and March 31, 2024;

15. the Parent's unaudited interim condensed consolidated financial statements and associated management's discussion and analysis as at and for the periods ended June 30, 2024, and March 31, 2024;
16. recent press releases, material change reports and other public documents filed by the Company on the System for Electronic Document Analysis and Retrieval ("**SEDAR+**") at www.sedarplus.ca;
17. recent press releases, material change reports and other public documents filed by the Parent on the Electronic Data Gathering, Analysis and Retrieval system at https://www.sec.gov/edgar.shtml;
18. discussions with the Company's senior management concerning the Arrangement, the Company's financial condition, the industry and its future business prospects;
19. certain other internal financial, operational, industry and corporate information prepared or provided by the Company's senior management;
20. discussions with the Company's legal counsel relating to legal matters, including with respect to the Arrangement and the Arrangement Agreement;
21. selected public market trading statistics and other public / non-public relevant financial information in respect of both the Company and Shift4, as well as other comparable public entities considered by Canaccord Genuity to be relevant;
22. representations contained in a certificate, addressed to Canaccord Genuity and dated as of the date hereof, from senior officers of the Company, as to the completeness and accuracy of the information upon which this Opinion is based and certain other matters; and
23. such other corporate, industry and financial market information, investigations and analyses as Canaccord Genuity considered necessary or appropriate at the time and in the circumstances.

Canaccord Genuity has not, to the best of its knowledge, been denied access by the Company or Shift4 to any information requested by Canaccord Genuity. Canaccord Genuity did not meet with the auditors of the Company or Shift4 and has assumed the accuracy and fair presentation of, and has relied upon, without independent verification, the audited consolidated financial statements of the Company and Shift4 and the reports of the auditors thereon, as well as the unaudited interim condensed consolidated financial statements of the Company and Shift4.

Prior Valuations

Senior officers of the Company have represented to Canaccord Genuity, in a certificate delivered as of the date hereof, that, to the best of their knowledge, information and belief, there have not been any prior valuations (as defined in MI 61-101) of the Company or any of its affiliates or any of their respective material assets, securities or liabilities which have been prepared as of a date within two years preceding the date hereof and which have not been provided to Canaccord Genuity.

Assumptions and Limitations

The Opinion is subject to the assumptions, qualifications, explanations, limitations and other matters set forth herein.

Canaccord Genuity has not been requested to conduct and we have not conducted or prepared, nor have we relied upon, any formal valuation or independent appraisal of the Company or any of its respective securities, assets or liabilities (whether accrued, absolute, contingent, derivative, off-balance sheet or otherwise), and the Opinion should not be construed as such. We have also not evaluated and do not express any opinion as to the solvency of any party to the Arrangement Agreement, or the ability of the Company or Shift4 to pay its obligations when they become due, or as to the impact of the Arrangement on such matters, under any provincial, state, federal or other laws relating to bankruptcy, insolvency or similar matters. Canaccord Genuity has, however, conducted such analyses as it considered necessary and appropriate at the time and in the circumstances. In addition, the Opinion is not, and should not be construed as, advice as to the price at which any securities of the Company may trade at any future date. We are not legal, tax or accounting experts, have not been engaged to review any legal, tax or accounting aspects of the Arrangement and express no opinion concerning any legal, tax or accounting matters concerning the Arrangement. Without limiting the generality of the foregoing, Canaccord Genuity has not reviewed and is not opining upon the tax treatment under the Arrangement. We have also assumed that, in the course of obtaining necessary governmental, regulatory, shareholder and third-party approvals and consents for the Arrangement, as applicable, that no modification, delay, limitation, restriction or condition will be imposed which would have an adverse effect on the Company or Shift4 or be in any way meaningful to our analysis or this Opinion.

As provided for in the Engagement Agreement, Canaccord Genuity has relied upon the completeness, accuracy and fair presentation of all of the financial and other information (financial or otherwise), data, documents, advice, opinions and representations, whether in written, electronic, graphic, oral or any other form or medium, including as it relates to the Company and Shift4, obtained by it from public sources, or provided to it by the Company, Shift4 and their respective associates, affiliates, agents, consultants and advisors (collectively, the "**Information**"), and we have assumed that this Information did not omit to state any material fact or any fact necessary to be stated to make such Information not misleading in light of the circumstances under which the Information was provided. The Opinion is conditional upon the completeness, accuracy and fair presentation of such Information. Subject to the exercise of our professional judgment, we have not attempted to verify independently the completeness, accuracy and fair presentation of any of the Information. With respect to the financial and other information provided to Canaccord Genuity and used in the analysis supporting the Opinion, we have assumed that such information has been reasonably prepared on bases reflecting the best currently available estimates and judgements of management of the Company, as to the matters covered thereby and which, in the opinion of the Company, are (and were at the time of preparation and continue to be) reasonable in the circumstances. By rendering the Opinion, we express no view as to the reasonableness of such financial and other information, forecasts, projections, estimates or the assumptions, as applicable, on which they are based.

In preparing the Opinion, Canaccord Genuity has made several assumptions, including that all of the conditions required to implement the Arrangement will be met, that the final versions of the Arrangement Agreement, Voting Support Agreements and Restrictive Covenant Agreement (collectively, the "**Transaction Agreements**") will be identical to the most recent versions thereof reviewed by us, that all of the representations and warranties contained in the Transaction Agreements are true and correct as of the date hereof, that the Arrangement will be completed substantially in accordance with both the terms set forth in the most recent draft of the Arrangement Agreement reviewed by us as well as all applicable laws, that the Company Circular sent to Company Shareholders in connection with the Arrangement will disclose all material facts relating thereto and will satisfy all applicable legal requirements, and that the Company will otherwise disclose all material facts relating to the Arrangement to Company Shareholders. We have also assumed that the Arrangement will be consummated in a manner that complies with all applicable securities laws and regulations in Canada.

Senior officers of the Company have represented to Canaccord Genuity in a certificate delivered as of the date hereof, among other things, that (i) the information, data, documents, advice, opinions, representations and other material (financial and otherwise), whether in written, electronic, graphic, oral or any other form or medium (the "**Company Information**"), provided to Canaccord Genuity by the Company or its affiliates (as defined in the *Securities Act* (Ontario)) or its or their representatives, agents or advisors, for the purpose of preparing the Opinion was, at the date the information was provided to Canaccord Genuity, and to the best of the knowledge, information and belief of the certifying officers is, at the date hereof, complete, true and correct in all material respects and to the best of the knowledge, information and belief of the certifying officers, did not and does not contain any untrue statement of a material fact in respect of the Company and its affiliates or the Arrangement; (ii) the Company Information did not and does not omit to state a material fact in relation to the Company or its affiliates or the Arrangement necessary to make the Company Information not misleading in light of the circumstances under which the Company Information was provided; (iii) since the dates on which the Company Information was provided to Canaccord Genuity, there has been no material change or change in material facts, financial or otherwise, in or relating to the financial condition, assets, liabilities (whether accrued, absolute, contingent or otherwise), business, operations or prospects of the Company or any of its affiliates, and no material change or change in material facts has occurred in the Company Information or any part thereof which would have or which would reasonably be expected to have a material effect on the Opinion; (iv) since the dates on which the Company Information was provided to Canaccord Genuity, except for the Arrangement, no material transaction has been entered into by the Company or any of its affiliates which has not been publicly disclosed; (v) the certifying officers have no knowledge of any facts or circumstances, public or otherwise, not contained in or referred to in the Company Information provided to Canaccord Genuity by the Company or its affiliates which would reasonably be expected to affect the Opinion, including the assumptions used, the procedures adopted, the scope of the review undertaken or the conclusion reached; (vi) the Company has not filed any confidential material change reports or any confidential filings pursuant to the *Securities Act* (Ontario), or analogous legislation in any jurisdiction in which it is a reporting issuer or the equivalent, that remain confidential; (vii) other than as disclosed in the Company Information or the Arrangement Agreement, neither the Company nor any of its affiliates has any material contingent liabilities (either on a consolidated or non-consolidated basis) and there are no actions, suits, claims, arbitrations, proceedings, investigations or inquiries pending or (to the best of the knowledge of the certifying officers) threatened against or affecting the Arrangement, the Company or any of the Company's affiliates, at law or in equity or before or by any international, multi-national, national, federal, provincial, state, municipal or other governmental department, commission, bureau, board, agency or instrumentality or stock exchange which may in any way materially affect the Company, Shift4 or their respective affiliates or the Arrangement; (viii) all financial material, documentation and other data concerning the Arrangement or the Company and its affiliates, including any projections, budgets, strategic plans, financial forecasts, models, estimates and other future-oriented financial information concerning the Company and its affiliates (collectively, "**FOFI**"), provided to Canaccord Genuity were prepared on a basis consistent in all material respects with the accounting policies applied in the most recent audited consolidated financial statements of the Company, and do not contain any untrue statement of a material fact or omit to state any material fact necessary to make such financial material, documentation or other data not misleading in light of the circumstances in which such financial material, documentation and other data were provided to Canaccord Genuity; (ix) all FOFI provided to Canaccord Genuity (a) was reasonably prepared on bases reflecting reasonable estimates, assumptions, and judgements of the Company; (b) was prepared using assumptions which are (and were at the time of preparation) and continue to be, reasonable in the circumstances, having regard to the Company's industry, business, financial condition, plans and prospects, as applicable; and (c) does not contain any untrue statement of a material fact or omit to state any material fact necessary to make such FOFI (as of the date of preparation thereof) not misleading in light of the assumptions used at the time, any developments since the time of their preparation, or the circumstances in which such FOFI was provided to Canaccord Genuity; (x) no verbal or written offers or serious negotiations for, at any one time, all or a material part of the properties and assets owned by, or the securities of, the Company or any of its affiliates have been received, made or occurred within the two years preceding the date hereof and which have not already been disclosed to Canaccord Genuity; (xi) there are no agreements, undertakings, commitments or understandings (written or oral, formal or informal) materially relating to the Arrangement, except as have been disclosed in writing and in complete detail to Canaccord Genuity; (xii) the contents of any and all documents prepared or to be prepared in connection with the Arrangement by the Company or Shift4 for filing with regulatory authorities or delivery or communication to securityholders of the Company or Shift4 (collectively, the "**Disclosure Documents**") have been, are and will be true and correct in all material respects and did not, does not and will not contain any misrepresentation (as defined in the *Securities Act* (Ontario)) and the Disclosure Documents have complied, comply and will comply with all requirements under applicable laws; (xiii) to the best of the knowledge of the certifying officers (a) the Company has no information or knowledge of any facts, public or otherwise, not specifically provided to Canaccord Genuity relating to the Company, Shift4 or any of their respective affiliates which would reasonably be expected to materially affect the Opinion; (b) with the exception of financial forecasts, budgets, models, projections or estimates referred to in (d), below, the Company Information provided by or on behalf of the Company to Canaccord Genuity, in connection with the Arrangement is, or in the case of Disclosure Documents or data, was, at the date of preparation, true, correct and accurate in all material respects, and no additional material, data or information would be required to make the data provided to Canaccord Genuity by or on behalf of the Company not misleading in light of circumstances in which it was prepared; (c) to the extent that any of the information in the Disclosure Documents identified in (b), above, is historical, there have been no changes in material facts or new material facts since the respective dates thereof which have not been disclosed to Canaccord Genuity or updated by more current Disclosure Documents that have been disclosed; and (d) any portions of the information in the Disclosure Documents provided to Canaccord Genuity which constitute financial forecasts, budgets, models, projections or estimates were prepared using the assumptions identified therein, which, in the reasonable opinion of the Company, are (and were at the time of preparation) reasonable in the circumstances.

The Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of the date hereof and the conditions and prospects, financial and otherwise, of the Company, Shift4 and their respective subsidiaries and affiliates, as they were reflected in the Information and the Company Information and as they have been represented to Canaccord Genuity in discussions with management of the Company. In its analyses and in preparing the Opinion, Canaccord Genuity made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, which Canaccord Genuity believes to be reasonable and appropriate in the exercise of its professional judgement, many of which are beyond the control of Canaccord Genuity or any party involved in the Arrangement.

The Opinion has been provided to the Special Committee and Board of Directors (solely in their capacity as such) for their sole use and benefit in connection with, and for the purpose of, their consideration of the Arrangement, and is limited to and only addresses the fairness to Company Shareholders, from a financial point of view, of the Consideration to be received under the Arrangement by Company Shareholders (other than any Company Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101). The Opinion may not be relied upon by any other person or entity (including, without limitation, securityholders, creditors or other constituencies of the Company) or used for any other purpose or published without the prior written consent of Canaccord Genuity, provided that Canaccord Genuity consents to the inclusion of the Opinion in its entirety and a summary thereof (provided that any such summary or reference language will be subject to our prior approval (not to be unreasonably withheld, conditioned or delayed)) in any circular of the Company to be mailed to Company Shareholders in connection with the Arrangement and to the filing thereof, as necessary, by the Company on SEDAR+, in accordance with applicable securities laws in Canada.

Canaccord Genuity has not been asked to, nor does Canaccord Genuity offer an opinion as to the terms of the Arrangement (other than in respect of the fairness to Company Shareholders, from a financial point of view, of the Consideration to be received under the Arrangement by Company Shareholders (other than any Company Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101)) or the aspects or forms of agreements or documents related to the Arrangement. The Opinion does not constitute a recommendation as to how the Special Committee or Board of Directors (or any director), management or any securityholder should vote or otherwise act with respect to any matters relating to the Arrangement, or whether to proceed with the Arrangement or any related transaction. The Opinion does not address the relative merits of the Arrangement as compared to other transactions or business strategies that might be available to the Company, nor does it address the underlying business decision of the Company to enter into the Arrangement, or any views on any other terms or aspects of the Arrangement. In considering fairness from a financial point of view, Canaccord Genuity considered the Arrangement from the perspective of Company Shareholders generally (other than any Company Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101) and did not consider the specific circumstances of any particular Company Shareholder, including with regard to tax considerations. The Opinion is given as of the date hereof, and it should be understood that (i) subsequent developments may affect the conclusions expressed in this Opinion, if this Opinion were rendered as of a later date, and (ii) Canaccord Genuity disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Opinion which may come, or be brought, to the attention of Canaccord Genuity after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting the Opinion after the date hereof, including, without limitation, the terms and conditions of the Arrangement, or if Canaccord Genuity learns that the Information relied upon in rendering the Opinion was inaccurate, incomplete or misleading in any material respect, Canaccord Genuity reserves the right to change, modify or withdraw the Opinion after the date hereof.

Canaccord Genuity believes that its analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together, could create a misleading view of the process underlying the Opinion. The preparation of an Opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis.

Approach to Fairness

In order to assess the fairness to Company Shareholders, from a financial point of view, of the Consideration to be received under the Arrangement by Company Shareholders (other than any Company Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101), Canaccord Genuity relied upon the methodologies and analyses, as well as the assumptions, qualifications, explanations, limitations and other matters set forth herein, which we considered appropriate at the time and in the circumstances, for the purposes of arriving at our Opinion. Such approach resulted in Canaccord Genuity arriving at an opinion as to a range of values per Company Share, which Canaccord Genuity then compared to the Consideration to be received under the Arrangement by Company Shareholders (other than any Company Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101).

Methodologies and Analyses

Canaccord Genuity considered and relied upon, among other things, the following methodologies and analyses in its approach to fairness:

1. Precedent transactions analysis;
2. Comparable companies trading analysis;
3. Premia; and
4. Certain other qualitative and quantitative factors, analyses, and considerations.

Precedent Transactions Analysis

Canaccord Genuity reviewed the publicly available information for a number of transactions involving relevant comparable public and private entities. For the purposes of its analysis, Canaccord Genuity determined that the set of precedent transactions, as set forth herein, were the most comparable to the Arrangement, but noted that each of the precedent transactions were: (i) unique in terms of relative size, geography, relative timing in the market and economic cycle, market position, business model and risks, growth prospects, profitability and margin profile, tax attributes, and global sentiment; and (ii) reflective of the strategic rationale of each individual acquiror and target, respectively, as well as their respective views on potential synergies. Canaccord Genuity considered, in its approach to fairness, multiples of Total Enterprise Value ("**TEV**") / Revenue for the trailing-twelve-month ("**TTM**") period. The prices paid in comparable precedent transactions reflect en-bloc value, as they represent transactions for 100% of the outstanding equity of the target entities. The implied multiples from such transactions also reflect an implicit value for synergies.

The following table illustrates the set of transactions which Canaccord Genuity believes to be the most comparable to the Arrangement:

Date Announced	Acquiror	Target
July 2024	Symphony Technology Group	Gresham Technologies
July 2024	PAR Technology Corporation	TASK Group Holdings
April 2024	Symphony Technology Group	MediaValet
January 2024	Glory Global Solutions	Flooid Topco
August 2023	WebMD Health Services Group	Limeade
June 2023	Affle International Pte	YouAppi
May 2023	Fujitsu ND Solutions	GK Software
March 2023	Co-Operators Financial Services	Smart Employee Benefits
March 2022	E2open	Logistyx Technologies
December 2021	Radiant Logistics	Navegate
November 2021	Infoniqa Holding	Sage Schweiz
February 2021	Learning Technologies Group	getBridge

None of the transactions that form part of the comparable precedent transactions are identical to the Arrangement. Given that each of the precedent transactions were: (i) unique in terms of relative size, geography, relative timing in the market and economic cycle, market position, business model and risks, growth prospects, profitability and margin profile, tax attributes, and global sentiment; and (ii) reflective of the strategic rationale of each individual acquiror and target, respectively, as well as their respective views on potential synergies, an analysis involving the TEV / Revenue multiples derived from precedent transactions requires complex considerations and judgements concerning the similarities between the set of precedent transactions and the Arrangement, as well as other qualitative and quantitative factors that may affect such multiples or a comparison thereto.

Comparable Companies Trading Analysis

Comparable companies trading analysis is a relative valuation analysis that evaluates the value of a company or asset using the trading and financial metrics of other publicly traded companies or assets which have been determined to have similar characteristics at the time and in the circumstances. Canaccord Genuity considered, in its approach to fairness, multiples of (i) TEV / Revenue, and (ii) TEV / earnings before interest, taxes, depreciation and amortization ("**EBITDA**"), each for the periods: (a) 2023A; (b) 2024E; and (c) 2025E. In applying the comparable companies analysis methodology, Canaccord Genuity reviewed the public market trading multiples of selected relevant comparable public entities which Canaccord Genuity determined to be the most comparable to the Company ("**Comparable Companies**"). Canaccord Genuity considered a broad set of potential comparable public entities; ultimately, the relevant universe of potential comparable public entities was limited to the firms most directly comparable to the Company, as determined by Canaccord Genuity, and such universe was further bifurcated by Canaccord Genuity into two categories, (i) Loyalty / Point-Of-Sale ("POS"); and (ii) Micro-Capitalization Canadian SaaS, based on a number of factors, including relative size, liquidity, business model and risks, growth prospects, margin profile, and geography, among other considerations.

The following tables illustrate the set of Comparable Companies which Canaccord Genuity determined to be the most comparable to the Company:

Loyalty / POS	
• Agilysys, Inc.	• PAR Technology Corporation
• Block, Inc.	• Shift4 Payments, Inc.
• Cardlytics, Inc.	• StoneCo Ltd.
• Lightspeed Commerce Inc.	• Toast, Inc.
• Olo Inc.	

Micro-Capitalization Canadian SaaS	
• LifeSpeak Inc.	• Sylogist Ltd.
• Optiva Inc.	• Thinkific Labs Inc.
• Pivotree Inc.	• Voxtur Analytics Corp.
• Quisitive Technology Solutions, Inc.	• Wishpond Technologies Ltd.

None of the Comparable Companies are identical to the Company. Accordingly, an analysis derived from the multiples of TEV / Revenue and TEV / EBITDA requires complex considerations and judgements concerning the similarities between the Comparable Companies and the Company, as well as other qualitative and quantitative factors that may affect such multiples or a comparison thereto.

Premia

Market trading prices generally do not reflect en-bloc values. In order to determine an en-bloc range of values for the Company Shares with respect to the comparable companies analysis methodology, Canaccord Genuity applied a control premium to each of the results, respectively. More specifically, to adjust for en-bloc value, Canaccord Genuity considered and reviewed publicly available information in respect of take-out premiums paid in precedent transactions involving (i) relevant comparable public and private entities which Canaccord Genuity determined to be the most comparable to the Company; and (ii) companies listed on the Toronto Stock Exchange, the TSXV and the Canadian Securities Exchange since the year 2000. For the purposes of this analysis, premium is defined as the amount, in percentage terms, by which the prices paid per share, for each of the target companies within the relevant list of precedent transactions, exceeded the trading price of such target companies, on the date prior to their respective transaction announcement dates. The value that an arms-length acquirer would be expected to pay for synergies is assumed to be a component of the control premium.

Other Qualitative and Quantitative Factors, Analyses, and Considerations

In addition, Canaccord Genuity also considered several other methodologies, analyses and techniques, including, but not limited to, the following:

1. Historical trading price, liquidity and relative share price performance of the Company Shares;
2. Research coverage, including equity research analysts' share price target(s) for the Company Shares; and
3. Certain other qualitative and quantitative factors and analyses, including other corporate, industry and financial market information, investigations and analyses as Canaccord Genuity, based on our professional experience in rendering such opinions, considered necessary or appropriate at the time and in the circumstances.

Conclusion

Based upon and subject to the foregoing, and such other matters as Canaccord Genuity considered relevant, Canaccord Genuity is of the opinion that, as of the date hereof, the Consideration to be received under the Arrangement by Company Shareholders is fair, from a financial point of view, to Company Shareholders (other than any Company Shareholders and their respective affiliates required to be excluded pursuant to MI 61-101).

Yours truly,

(signed) "*Canaccord Genuity Corp.*"

CANACCORD GENUITY CORP.

SCHEDULE "D"

INTERIM ORDER

See attached.

Court File No. CV-24-00727544-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 1st
JUSTICE MADAM JUSTICE KIMMEL	)	DAY OF OCTOBER 2024
	)	

IN THE MATTER OF an application under section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended

AND IN THE MATTER OF a proposed arrangement of Givex Corp.

GIVEX CORP.

Applicant

INTERIM ORDER

THIS MOTION made by the Applicant, Givex Corp. (“Givex”), for an interim order for advice and directions (the “Interim Order”) pursuant to section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended (the "OBCA") was heard this day via videoconference.

ON READING the Notice of Motion, the Notice of Application and the affidavit of Don Gray sworn September 27, 2024 (the “Gray Affidavit”), including the Plan of Arrangement, which is attached as Schedule “A” to the draft management information circular of Givex (the “Circular”), which is Exhibit “A” to the Gray Affidavit, and on hearing the submissions of counsel for Givex and counsel for Shift4 Payments, Inc. (the “Parent”) and 1000986880 Ontario Inc. (the “Purchaser”), and on being advised that the Director appointed under the OBCA (the “Director”) does not consider it necessary to appear.

Definitions

1. **THIS COURT ORDERS** that all capitalized terms used in this Interim Order shall have the meaning ascribed thereto in the Circular or the Gray Affidavit or otherwise as specifically defined herein.

The Meeting

2. **THIS COURT ORDERS** that Givex is permitted to call, hold and conduct a special meeting (the "Meeting") of the holders (the "Shareholders") of voting common shares (the "Shares") in the capital of Givex to be held in person at Wildeboer Dellelce Place, 365 Bay Street, Suite 800, Toronto, Ontario on November 1, 2024 at 10:00 a.m. (Toronto time) or such other date as may result from an adjournment or postponement of the Meeting as set out in paragraph 11 below, in order for the Shareholders to consider and, if determined advisable, pass a special resolution authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the "Arrangement Resolution").

3. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the OBCA, the notice of meeting of Shareholders which accompanies the Circular (the "Notice of Meeting"), and the articles and by-laws of Givex, subject to what may be provided hereafter and subject to further order of this court.

4. **THIS COURT ORDERS** that the record date (the "Record Date") for determination of the Shareholders entitled to notice of, and to vote at, the Meeting shall be the close of business on September 16, 2024. Any adjournment or postponement of the Meeting, as set out in paragraph 11 below, will not result in a change to the Record Date.

5. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

(a) the Shareholders or their respective duly appointed proxyholders;

(b) the officers, directors, auditors and advisors of Givex;

(c) representatives and advisors of the Parent and the Purchaser;

(d) the Director; and

(e) other persons who may receive the permission of the Chair of the Meeting.

6. **THIS COURT ORDERS** that Givex may transact such other business at the Meeting as is contemplated in the Circular, or as may otherwise be properly brought before the Meeting.

Quorum

7. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Givex and that the quorum at the Meeting shall be holders of not less than 5% of the issued and outstanding Shares entitled to vote at the Meeting, in person or represented by proxy.

Amendments to the Arrangement and Plan of Arrangement

8. **THIS COURT ORDERS** that Givex is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 9, below, such amendments, modifications or supplements to the Arrangement and the Plan of Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 12 and 13 hereof, provided same are to correct clerical errors or are non-material and would not, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, or are authorized by subsequent Court order, and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Court at the hearing for the final approval of the Arrangement.

9. **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement or Plan of Arrangement are made after initial notice is provided as contemplated in paragraph 12 herein, which would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Givex may determine.

Amendments to the Circular

10. **THIS COURT ORDERS** that Givex is authorized to make such amendments, revisions and/or supplements to the draft Circular as it may determine and the Circular, as so

amended, revised and/or supplemented, shall be the Circular to be distributed in accordance with paragraphs 12 and 13 hereof.

Adjournments and Postponements

11. **THIS COURT ORDERS** that Givex, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement and notice of any such adjournment or postponement shall be given by such method as Givex may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

12. **THIS COURT ORDERS** that, subject to the extent section 262(4) of the OBCA is applicable, in order to effect notice of the Meeting, Givex shall send or cause to be sent the Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy and the letter of transmittal, along with such amendments or additional documents as Givex may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "Meeting Materials"), as follows:

(a) to the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

(i) by pre-paid ordinary or first-class mail at the addresses of the Shareholders as they appear on the books and records of Givex, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Givex;

(ii) by delivery, in person or by recognized courier service or inter-office mail to the address specified in (i) above; or

(iii) by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Givex, who requests such transmission in writing;

(b) to non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*;

(c) to the directors and auditors of Givex, by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting; and

(d) to the Ontario Securities Commission, by electronic filing;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

13. **THIS COURT ORDERS** that Givex is hereby directed to distribute the Circular (including the Notice of Application and this Interim Order) (collectively, the "Court Materials") to the holders of Company Options, Company RSUs, Company Warrants, Company Broker Warrants and Company Compensation Options (collectively, the "Non-Voting Securities") by any method permitted for notice to Shareholders as set forth in paragraphs 12(a) or 12(b), above, or by email, concurrently with the distribution described in paragraph 12 of this Interim Order (provided that delivery need only be made once notwithstanding that a person may be entitled to the Court Materials under more than one paragraph hereof). Unless distributed by inter-office mail, distribution to such persons shall be to their addresses as they appear on the books and records of Givex or its registrar and transfer agent at the close of business on the Record Date.

14. **THIS COURT ORDERS** that accidental failure or omission by Givex to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Givex, or the non-receipt of such notice shall, subject

to further order of this Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Givex, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

15. **THIS COURT ORDERS** that Givex is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as Givex may determine in accordance with the terms of the Arrangement Agreement ("Additional Information"), and that notice of such Additional Information may, subject to paragraph 9, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Givex may determine.

16. **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 12 and 13 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 12 and 13 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 9, above.

Solicitation and Revocation of Proxies

17. **THIS COURT ORDERS** that Givex is authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Circular, with such amendments and additional information as Givex may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Givex, the Parent and the Purchaser are authorized, at their expense, to solicit proxies, directly or through their officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as they may determine. Givex may waive generally, in its discretion, the time limits set out in the Circular for the deposit or revocation of proxies by Shareholders, if Givex deems it advisable to do so.

18. **THIS COURT ORDERS** that Shareholders shall be entitled to revoke their proxies in accordance with section 110(4) and (4.1) of the OBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to section 110(4)(a) and (b) of the OBCA: (a) may be deposited with Givex or with Givex's transfer agent, Odyssey Trust Company, as set out in the Circular; and (b) any such instruments must be received by Givex or Odyssey Trust Company not later than 48 hours prior to the Meeting (or any adjournment or postponement thereof), excluding Saturdays, Sundays and statutory holidays in the Province of Ontario.

Voting

19. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be those Shareholders who hold Shares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

20. **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per Share. In order for the Plan of Arrangement to be implemented, subject to further Order of this Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by, (i) an affirmative vote of at least two-thirds ($66\frac{2}{3}$%) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders, and (ii) the affirmative vote of at least a simple majority of the votes cast on the Arrangement Resolution by Shareholders present or represented by proxy and entitled to vote at the Meeting, excluding any votes in respect of Shares that are required to be excluded pursuant to MI 61-101. Such vote shall be sufficient to authorize Givex to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Court.

21. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Givex (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each Share held.

Dissent Rights

22. **THIS COURT ORDERS** that each registered Shareholder as at the Record Date shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement), provided that, notwithstanding subsection 185(6) of the OBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide the written objection to the Arrangement Resolution to Givex in the form required by section 185 of the OBCA and the Arrangement Agreement, which written objection must be received by Givex not later than 4:30 p.m. (Toronto time) on the date that is two (2) Business Days immediately preceding the date of the Meeting (or any adjournment or postponement thereof), and must otherwise strictly comply with the requirements of the OBCA. For the purposes of these proceedings, the "court" referred to in section 185 of the OBCA means this Court.

23. **THIS COURT ORDERS** that, notwithstanding section 185(4) of the OBCA, the Purchaser, not Givex, shall be required to offer to pay fair value, as of the close of business on the Business Day prior to approval of the Arrangement Resolution, for Shares held by Shareholders who duly exercise Dissent Rights, and to pay the amount to which such Shareholders may be entitled pursuant to the terms of the Plan of Arrangement. In accordance with the Plan of Arrangement and the Circular, all references to the "corporation" in subsections 185(4) and 185(14) to 185(30), inclusive, of the OBCA (except for the second reference to the "corporation" in subsection 185(15)) shall be deemed to refer to the Purchaser in place of the "corporation", and the Purchaser shall have all of the rights, duties and obligations of the "corporation" under subsections 185(14) to 185(30), inclusive, of the OBCA.

24. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 22 above and who:

(a) is ultimately determined by this Court to be entitled to be paid fair value for his, her or its Shares, shall be deemed to have transferred those Shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to the Purchaser for cancellation in consideration for a payment of cash from the

Purchaser equal to such fair value and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such Shareholder not exercised their Dissent Rights in respect of such Shares; or

(b) is for any reason ultimately determined by this Court not to be entitled to be paid fair value for his, her or its Shares pursuant to the exercise of the Dissent Rights, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Givex, the Parent, the Purchaser or any other person be required to recognize such Shareholders as holders of Shares at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Givex's register of Shareholders at that time. In addition to any other restrictions under Section 185 of the OBCA, none of the following will be entitled to exercise Dissent Rights: (i) holders of Non-Voting Securities; (ii) holders of Shares who vote or have instructed a proxyholder to vote such Shares in favour of the Arrangement Resolution.

Hearing of Application for Approval of the Arrangement

25. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Givex may apply to this Court for final approval of the Arrangement.

26. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Circular, when sent in accordance with paragraphs 12 and 13 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with paragraph 27.

27. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Givex, with a copy to counsel for the Purchaser, as soon as reasonably practicable, and, in any event, no less than four (4) days before the hearing of this Application at the following addresses:

TORYS LLP

79 Wellington Street West
Toronto, Ontario
M5K 1N2 Canada

Andrew Gray
agray@torys.com
Tel: 416.865.7630

Lawyer for Givex

And to:

BENNETT JONES LLP
3400 One First Canadian Place

P.O. Box 130

Toronto, Ontario

M5X 1A4 Canada
Joseph Blinick/William Bortolin
blinickj@bennettjones.com/bortolinw@bennettjones.com
Tel: 416.777.4828/416.777.6126

Lawyer for the Parent and the Purchaser

28. **THIS COURT ORDERS** that, subject to further order of this Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

(a) Givex;

(b) the Parent and the Purchaser;

(c) the Director; and

(d) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

29. **THIS COURT ORDERS** that any materials to be filed by Givex in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Court.

30. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Service and Notice

31. **THIS COURT ORDERS** that the Applicant and its counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to Shareholders, holders of Non-Voting Securities, creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

Precedence

32. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the Shares, the Non-Voting Securities or other rights to acquire Shares of Givex, or the articles or by-laws of Givex, this Interim Order shall govern.

Extra-Territorial Assistance

33. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Court in carrying out the terms of this Interim Order.

Variance

34. **THIS COURT ORDERS** that Givex shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Court may direct.

(signed) *"Jessica Kimmel"*

The Honourable Madam Justice Kimmel

IN THE MATTER OF A PROPOSED ARRANGEMENT of Givex Corp.

Givex Corp.
Applicant

Court File No. CV-24-00727544-00CL-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

INTERIM ORDER

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79 Wellington Street West
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Lawyers for the Applicant,
Givex Corp.

SCHEDULE "E"

BUSINESS CORPORATIONS ACT (ONTARIO) – SECTION 185

Rights of dissenting shareholders

185. (1) Subject to subsection (3) and to sections 186 and 248, if a corporation resolves to,

(a) amend its articles under section 168 to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the corporation;

(b) amend its articles under section 168 to add, remove or change any restriction upon the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise;

(c) amalgamate with another corporation under sections 175 and 176;

(d) be continued under the laws of another jurisdiction under section 181; or

(e) sell, lease or exchange all or substantially all its property under subsection 184 (3),

a holder of shares of any class or series entitled to vote on the resolution may dissent.

Idem

(2) If a corporation resolves to amend its articles in a manner referred to in subsection 170 (1), a holder of shares of any class or series entitled to vote on the amendment under section 168 or 170 may dissent, except in respect of an amendment referred to in,

(a) clause 170 (1) (a), (b) or (e) where the articles provide that the holders of shares of such class or series are not entitled to dissent; or

(b) subsection 170 (5) or (6).

One class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.

Exception

(3) A shareholder of a corporation incorporated before the 29th day of July, 1983 is not entitled to dissent under this section in respect of an amendment of the articles of the corporation to the extent that the amendment,

(a) amends the express terms of any provision of the articles of the corporation to conform to the terms of the provision as deemed to be amended by section 277; or

(b) deletes from the articles of the corporation all of the objects of the corporation set out in its articles, provided that the deletion is made by the 29th day of July, 1986.

Shareholder's right to be paid fair value

(4) In addition to any other right the shareholder may have, but subject to subsection (30), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents becomes effective, to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted.

No partial dissent

(5) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the dissenting shareholder on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

Objection

(6) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent.

Idem

(7) The execution or exercise of a proxy does not constitute a written objection for purposes of subsection (6).

Notice of adoption of resolution

(8) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (6) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn the objection.

Idem

(9) A notice sent under subsection (8) shall set out the rights of the dissenting shareholder and the procedures to be followed to exercise those rights.

Demand for payment of fair value

(10) A dissenting shareholder entitled to receive notice under subsection (8) shall, within twenty days after receiving such notice, or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing,

(a) the shareholder's name and address;

(b) the number and class of shares in respect of which the shareholder dissents; and

(c) a demand for payment of the fair value of such shares.

Certificates to be sent in

(11) Not later than the thirtieth day after the sending of a notice under subsection (10), a dissenting shareholder shall send the certificates, if any, representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

Idem

(12) A dissenting shareholder who fails to comply with subsections (6), (10) and (11) has no right to make a claim under this section.

Endorsement on certificate

(13) A corporation or its transfer agent shall endorse on any share certificate received under subsection (11) a notice that the holder is a dissenting shareholder under this section and shall return forthwith the share certificates to the dissenting shareholder.

Rights of dissenting shareholder

(14) On sending a notice under subsection (10), a dissenting shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shares as determined under this section except where,

(a) the dissenting shareholder withdraws notice before the corporation makes an offer under subsection (15);

(b) the corporation fails to make an offer in accordance with subsection (15) and the dissenting shareholder withdraws notice; or

(c) the directors revoke a resolution to amend the articles under subsection 168 (3), terminate an amalgamation agreement under subsection 176 (5) or an application for continuance under subsection 181 (5), or abandon a sale, lease or exchange under subsection 184 (8),

in which case the dissenting shareholder's rights are reinstated as of the date the dissenting shareholder sent the notice referred to in subsection (10).

Same

(14.1) A dissenting shareholder whose rights are reinstated under subsection (14) is entitled, upon presentation and surrender to the corporation or its transfer agent of any share certificate that has been endorsed in accordance with subsection (13),

(a) to be issued, without payment of any fee, a new certificate representing the same number, class and series of shares as the certificate so surrendered; or

(b) if a resolution is passed by the directors under subsection 54 (2) with respect to that class and series of shares,

(i) to be issued the same number, class and series of uncertificated shares as represented by the certificate so surrendered, and

(ii) to be sent the notice referred to in subsection 54 (3).

Same

(14.2) A dissenting shareholder whose rights are reinstated under subsection (14) and who held uncertificated shares at the time of sending a notice to the corporation under subsection (10) is entitled,

(a) to be issued the same number, class and series of uncertificated shares as those held by the dissenting shareholder at the time of sending the notice under subsection (10); and

(b) to be sent the notice referred to in subsection 54 (3).

Offer to pay

(15) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (10), send to each dissenting shareholder who has sent such notice,

(a) a written offer to pay for the dissenting shareholder's shares in an amount considered by the directors of the corporation to be the fair value thereof, accompanied by a statement showing how the fair value was determined; or

(b) if subsection (30) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

Idem

(16) Every offer made under subsection (15) for shares of the same class or series shall be on the same terms.

Idem

(17) Subject to subsection (30), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (15) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

Application to court to fix fair value

(18) Where a corporation fails to make an offer under subsection (15) or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as the court may allow, apply to the court to fix a fair value for the shares of any dissenting shareholder.

Idem

(19) If a corporation fails to apply to the court under subsection (18), a dissenting shareholder may apply to the court for the same purpose within a further period of twenty days or within such further period as the court may allow.

Idem

(20) A dissenting shareholder is not required to give security for costs in an application made under subsection (18) or (19).

Costs

(21) If a corporation fails to comply with subsection (15), then the costs of a shareholder application under subsection (19) are to be borne by the corporation unless the court otherwise orders.

Notice to shareholders

(22) Before making application to the court under subsection (18) or not later than seven days after receiving notice of an application to the court under subsection (19), as the case may be, a corporation shall give notice to each dissenting shareholder who, at the date upon which the notice is given,

(a) has sent to the corporation the notice referred to in subsection (10); and

(b) has not accepted an offer made by the corporation under subsection (15), if such an offer was made,

of the date, place and consequences of the application and of the dissenting shareholder's right to appear and be heard in person or by counsel, and a similar notice shall be given to each dissenting shareholder who, after the date of such first mentioned notice and before termination of the proceedings commenced by the application, satisfies the conditions set out in clauses (a) and (b) within three days after the dissenting shareholder satisfies such conditions.

Parties joined

(23) All dissenting shareholders who satisfy the conditions set out in clauses (22)(a) and (b) shall be deemed to be joined as parties to an application under subsection (18) or (19) on the later of the date upon which the application is brought and the date upon which they satisfy the conditions, and shall be bound by the decision rendered by the court in the proceedings commenced by the application.

Idem

(24) Upon an application to the court under subsection (18) or (19), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall fix a fair value for the shares of all dissenting shareholders.

Appraisers

(25) The court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

Final order

(26) The final order of the court in the proceedings commenced by an application under subsection (18) or (19) shall be rendered against the corporation and in favour of each dissenting shareholder who, whether before or after the date of the order, complies with the conditions set out in clauses (22) (a) and (b).

Interest

(27) The court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

Where corporation unable to pay

(28) Where subsection (30) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (26), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

Idem

(29) Where subsection (30) applies, a dissenting shareholder, by written notice sent to the corporation within thirty days after receiving a notice under subsection (28), may,

(a) withdraw a notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder's full rights are reinstated; or

(b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

Idem

(30) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that,

(a) the corporation is or, after the payment, would be unable to pay its liabilities as they become due; or

(b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

Court order

(31) Upon application by a corporation that proposes to take any of the actions referred to in subsection (1) or (2), the court may, if satisfied that the proposed action is not in all the circumstances one that should give rise to the rights

arising under subsection (4), by order declare that those rights will not arise upon the taking of the proposed action, and the order may be subject to compliance upon such terms and conditions as the court thinks fit and, if the corporation is an offering corporation, notice of any such application and a copy of any order made by the court upon such application shall be served upon the Commission.

Commission may appear

(32) The Commission may appoint counsel to assist the court upon the hearing of an application under subsection (31), if the corporation is an offering corporation.

SCHEDULE "F"

NOTICE OF APPLICATION FOR FINAL ORDER

See attached.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF an application under section 182 of *the Business Corporations Act*, R.S.O. 1990, c. B.16, as amended

AND IN THE MATTER OF a proposed arrangement of Givex Corp.

GIVEX CORP.

Applicant

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following pages.

THIS APPLICATION will come on for a hearing

In person

By telephone conference

X By video conference at a Zoom videoconference link,

on November 5, 2024 or such later date as the Court may direct, at 10:00 a.m., or as soon after that time as the application may be heard.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date September , 2024 Issued by ______________________

Local Registrar

Address of court office: 330 University Avenue, 9th Floor
Toronto, ON M5G 1R7

TO: **SECURITYHOLDERS OF GIVEX CORP.**

AND TO: **THE DIRECTORS AND THE AUDITOR OF GIVEX CORP.**

AND TO: **THE DIRECTOR APPPOINTED PURSUANT TO THE *BUSINESS CORORATIONS ACT* (ONTARIO), R.S.O. 1990, c. B.16, as amended**

AND TO: **SHIFT4 PAYMENTS, INC.**

APPLICATION

1. The applicant, Givex Corp. ("Givex"), makes application for:

   (a) an order pursuant to section 182 of the Ontario *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended (the "OBCA") approving a proposed plan of arrangement (the "Arrangement"), pursuant to which, among other things, all the issued and outstanding common shares of Givex (the "Givex Shares") will be acquired by 1000986880 Ontario Inc. (the "Purchaser"), a corporation controlled by Shift4 Payments, Inc.;

   (b) an order pursuant to section 182 of the OBCA for directions in respect of calling and conducting a meeting of Givex shareholders, for dissent rights and for notice and related directions for the hearing of the application;

   (c) such further and other relief as this Court may allow.

2. The grounds for the application are:

   (a) Givex is incorporated under the OBCA, with its head and registered office located in Toronto. The Givex Shares trade on the Toronto Stock Exchange;

   (b) the purpose of the Arrangement is to effect the acquisition of Givex by the Purchaser;

   (c) the Arrangement is an "arrangement" within the meaning of section 182(1) of the OBCA;

   (d) the Arrangement is in the best interests of Givex and is being put forward in good faith;

   (e) the Arrangement is procedurally and substantively fair and reasonable to the parties affected;

(f) all pre-conditions to the approval of the Arrangement by the Court are expected to have been satisfied prior to the hearing of this application;

(g) all statutory requirements under the OBCA have been or are expected to be satisfied prior to hearing of this application;

(h) the interim order sets out procedurally fair mechanisms for calling and conducting a meeting of Givex shareholders and for notice and related procedures for the hearing of this application;

(i) section 182 of the OBCA;

(j) rule 14 of the *Rules of Civil Procedure*; and

(k) such further and other grounds as counsel may advise and this Honourable Court may permit.

3. The following documentary evidence will be used at the hearing of the application:

(a) an affidavit of a representative of Givex;

(b) a further affidavit reporting, among other things, on the results of the meeting of Givex shareholders and the vote on the Arrangement; and

(c) such further and other material as counsel may advise and this Court may permit.

September 13, 2024

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Lawyers for the Applicant,
Givex Corp.

Court File No. .

IN THE MATTER OF A PROPOSED ARRANGEMENT OF GIVEX CORP.

Givex Corp.,
Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

NOTICE OF APPLICATION
(RETURNABLE NOVEMBER 5, 2024)

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