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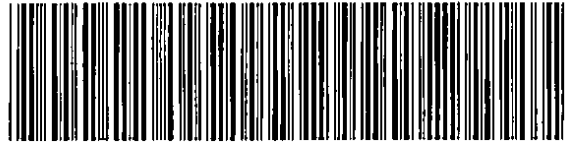
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2019 APR -2 AM 10:01

19 APR -2 PM 13:29

Amended  
Restated

APR 03 2019

I ALBRITTON

# CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312  
850-656-4724

Date: 4/2/2019

Acc#I20160000072

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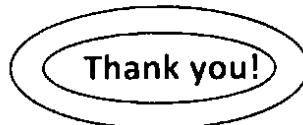
Name:	QGIV, INC.
Document #:	
Order #:	11576426

Certified Copy of Arts & Amend:	<input type="checkbox"/>			
Plain Copy:	<input type="checkbox"/>			
Certificate of Good Standing:	<input type="checkbox"/>			
	<input type="checkbox"/>			
Apostille/Notarial Certification:	<input type="checkbox"/>		Country of Destination:	
			Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>
	Plain: <input type="checkbox"/>
	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 43.75



FILED  
2019 APR -2 AM 10:01

**CERTIFICATE OF  
AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
QGIV, INC.,**

*a Florida corporation*

Qgiv, Inc., a corporation organized and existing under and by virtue of the Business

Corporation Act of the State of Florida (the "Corporation"), hereby certifies as follows:

FIRST: The name of the Corporation is Qgiv, Inc.

SECOND: The Corporation's original Articles of Incorporation was filed with the Department of State of the State of Florida on March 3, 2005, under the name Cipher Payment Systems, Inc., and was amended on each of May 22, 2007 and August 24, 2010.

THIRD: These Amended and Restated Articles of Incorporation were duly adopted by unanimous written consent of the Board of Directors of the Corporation on April 2, 2019 in accordance with the provisions of Sections 607.1007 of the Business Corporation Act of the State of Florida and were approved by written consent of the stockholders of the Corporation on April 2, 2019 in accordance with the provisions of Section 607.1003 of the Business Corporation Act of the State of Florida, which stockholder consent is sufficient for such approval.

FOURTH: These Amended and Restated Articles of Incorporation amend and, as so amended, restate and supersede in their entirety as set forth in full on the attached Exhibit A the original articles of incorporation of the Corporation and all amendments thereto. These Amended and Restated Articles of Incorporation shall become effective upon filing in the office of the Department of State of the State of Florida, and upon such filing, the Department of State of the State of Florida may certify the Amended and Restated Articles of Incorporation attached hereto as Exhibit A as the articles of incorporation currently in effect.

\* \* \* \* \*

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed this 2nd day of April, 2019.

QGIV, INC.,

a Florida corporation

By:   
Name: Andrew Rueff  
Title: Executive Chairman

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
QGIV, INC.**

FILED  
2018 FEB -2 AM 10:01  
CLERK OF CIRCUIT COURT  
IN AND FOR THE COUNTY OF FLORIDA

**ARTICLE I**

The name of the corporation is Qgiv, Inc. (the "Corporation").

**ARTICLE II**

The address of the Corporation's registered office in the State of Florida is 207 Bartow Road, Lakeland, Florida 33801. The name of its registered agent at such address is Stephen Todd Baylis.

**ARTICLE III**

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Act of the State of Florida (the "BCA").

**ARTICLE IV**

Section 1. Authorized Shares. The total number of shares of all classes of capital stock that the Corporation has authority to issue an unlimited number of shares, consisting of:

1A. unlimited shares of Preferred Stock, par value \$0.01 per share (the "Preferred Stock"); and

1B. unlimited shares of Common Stock, par value \$0.01 per share ("Common Stock"), and the Corporation is specifically authorized to issue fractional shares of Common Stock.

The shares of Preferred Stock and Common Stock shall have the rights, preferences, privileges and qualifications, limitations and restrictions set forth in this Article IV.

In accordance with the provisions of Section 607.1004 of the BCA, the number of authorized shares of any class or series of stock may be increased or decreased by the affirmative vote of the holders of a majority of the issued and outstanding shares of stock of the Corporation entitled to vote thereon irrespective of the class or series vote requirements set forth in Section 607.1004 of the BCA (but, in the case of any decrease, not below the number of outstanding shares of any such class or series).

Shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation is hereby authorized to determine and alter all rights, preferences, privileges and qualifications, limitations and restrictions thereof (including, without limitation, voting rights and the limitation and exclusion thereof) granted to or imposed upon any wholly unissued series of Preferred Stock and the number of shares constituting any such series

and the designation thereof, and to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series then outstanding. In the event that the number of shares of any series is so decreased, the shares constituting such reduction shall resume the status which such shares had prior to the adoption of the resolution originally fixing the number of shares of such series.

Section 2. Powers, Preferences and Special Rights of the Preferred Stock. The rights, preferences, privileges and qualifications, limitations and restrictions relating to the Preferred Stock are as follows:

2A. Dividends.

(i) General Obligation. When and as declared by the Board of Directors of the Corporation and to the extent permitted under the BCA, the Corporation shall pay preferential dividends to the holders of the Preferred Stock as provided in this Section 2 of Article IV. Except as otherwise provided herein, dividends on each share of the Preferred Stock (a "Preferred Share") shall accrue on a daily basis at the rate of 8% per annum of the sum of the Preferred Liquidation Value thereof plus all accumulated and unpaid dividends thereon from and including the date of issuance of such Preferred Share (or such other date as agreed between the Corporation and a holder of Preferred Shares and set forth in the subscription documentation pursuant to which such Preferred Shares are issued) (the "Preferred Accrual Start Date") to and including the first to occur of (i) the date on which the Preferred Liquidation Value of such Preferred Share (plus all accrued and unpaid dividends thereon) is paid to the holder thereof in connection with the liquidation, dissolution and winding up of the Corporation or the redemption or repurchase of such Preferred Share by the Corporation and (ii) the date on which such Preferred Share is otherwise acquired by the Corporation. Such dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends and such dividends shall be cumulative such that all accrued and unpaid dividends shall be fully paid or declared with funds irrevocably set apart for payment before any dividends may be declared or paid with respect to any Junior Securities. The date on which the Corporation initially issues any Preferred Share shall be deemed to be its "date of issuance" regardless of the number of times transfer of such Preferred Share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such Preferred Share.

(ii) Dividend Reference Dates. To the extent not paid, on each three-month anniversary of the applicable Preferred Accrual Start Date (each, a "Preferred Dividend Reference Date"), all dividends which have accrued on each Preferred Share outstanding during the three-month period ending on each such Preferred Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such Preferred Share until paid to the holder thereof. Until paid, accumulated dividends are accrued and unpaid dividends hereunder.

(iii) Distribution of Partial Dividend Payments. Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to the Preferred Stock, such payment shall be distributed pro rata among the holders thereof based upon the aggregate accrued and unpaid dividends on the Preferred Shares held by each such holder.

(iv) **Participating Dividends.** In addition to any other dividends accruing or declared hereunder, in the event that the Corporation declares or pays any dividends upon the Common Stock (whether payable in cash, securities or other property), the Corporation shall also declare and pay to the holders of the Preferred Stock at the same time that it declares and pays such dividends to the holders of the Common Stock, such holders' pro rata share of such dividend to the holders of the Common Stock as if, for the purposes of such dividend, each share of Preferred Stock were a share of Common Stock (a "Participating Preferred Dividend"). For the avoidance of doubt, any such Participating Preferred Dividend shall be cumulative of any accrued but unpaid dividend on the Preferred Shares held by each such holder.

**2B. Liquidation.**

(i) **General Preference and Priority.** Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), each holder of Preferred Stock shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the aggregate Preferred Liquidation Value of all Preferred Shares held by such holder plus all accrued and unpaid dividends thereon. In addition to and after payment in full of all other amounts payable to the holders of the Preferred Stock pursuant to the immediately preceding sentence, upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), the holders of the Preferred Stock shall be entitled to participate on an as if converted on a one-to-one basis with the holders of Common Stock as a single class in the distribution of assets of the Corporation with respect to the Common Stock. Except as set forth in this Section 2B, the holders of Preferred Stock shall not be entitled to any further payment in respect thereof. If, upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Preferred Stock are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid pursuant to this Section 2B, then the entire assets available to be distributed to the Corporation's stockholders shall be distributed pro rata among such holders of Preferred Stock based upon the aggregate Preferred Liquidation Value (plus all accrued and unpaid dividends thereon) of the Preferred Stock held by each such holder. Not less than 10 days prior to the payment date stated therein, the Corporation shall deliver written notice of any such liquidation, dissolution or winding up to each record holder of Preferred Stock, setting forth in reasonable detail the amount of proceeds payable to each Preferred Share and each share of Junior Securities in connection with such liquidation, dissolution or winding up.

(ii) **Deemed Liquidations.** For purposes of this Section 2B, any Change of Control or Sale of the LLC shall (unless otherwise determined by the holders of a majority of the outstanding Preferred Stock) be deemed to be a liquidation, dissolution and winding up of the Corporation, and each holder of Preferred Stock shall be entitled to receive in connection therewith payment from the Corporation (or the successor or purchasing entity) of an amount in cash equal to the aggregate amount specified herein that such holders would have received upon a liquidation, dissolution and winding up of the Corporation in accordance with this Section 2B. If a Change of Control or Sale of the LLC involves the payment by a successor or purchasing entity to the Corporation's stockholders of consideration in whole or in part other than cash, then at the election of the holders of a majority of the outstanding Preferred Stock the amounts payable to the holders of Preferred Stock pursuant to this Section 2B shall be paid in the same form of consideration that is paid to the Corporation's other stockholders, and if any of the Corporation's other stockholders

are given an option as to the form of consideration to be received, then all holders of Preferred Stock shall be given the same option.

2C. Priority of Preferred Stock on Dividends and Redemptions. So long as any Preferred Stock remains outstanding, without the prior written consent of the holders of a majority of the outstanding Preferred Stock, the Corporation shall not, nor shall it permit any subsidiary to, redeem, repurchase or otherwise acquire directly or indirectly any Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Securities.

2D. Voting Rights. The holders of the Preferred Stock shall be entitled to notice of all stockholders meetings in accordance with the Corporation's bylaws, and, in addition to any circumstances in which the holders of the Preferred Stock shall be entitled to vote as a separate class under the BCA, the holders of the Preferred Stock shall be entitled to vote on all matters (including the election of directors) submitted to the stockholders for a vote together with the holders of Common Stock voting together as a single class with each share of Common Stock entitled to one vote per share as of the record date for such vote (or, if no record date is specified, as of the date of such vote).

2E. Preferred Purchase Rights. If at any time the Corporation grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Stock (the "Preferred Purchase Rights"), then each holder of Preferred Stock shall be entitled to acquire, upon the terms applicable to such Preferred Purchase Rights, the aggregate Preferred Purchase Rights which such holder could have acquired if such holder had, immediately prior to such grant, issuance or sale, converted all of such holder's Preferred Stock (including accrued and unpaid dividends thereon) into shares of Common Stock immediately before the date on which a record is taken for the grant, issuance or sale of such Preferred Purchase Rights, or if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Preferred Purchase Rights.

2F. Registration of Transfer. The Corporation shall keep at its principal office a register for the registration of Preferred Stock. Upon the surrender of any certificate representing Preferred Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Preferred Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Preferred Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such Preferred Stock represented by the surrendered certificate. The issuance of new certificates shall be without charge to the holders of the surrendered certificates for any issuance in respect thereof or other cost incurred by the Corporation in connection with such issuance.

2G. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the

loss, theft, destruction or mutilation of any certificate evidencing Preferred Shares, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Preferred Shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

2H. Amendment and Waiver. No amendment, modification, alteration, repeal or waiver of any provision of this Section 2 shall be binding or effective without the prior written consent of the holders of a majority of the Preferred Stock outstanding at the time such action is taken; provided that no amendment, modification, alteration, repeal or waiver of the terms or relative priorities of the Preferred Stock may be accomplished by the merger, consolidation or other transaction of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of a majority of the outstanding Preferred Stock.

2I. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

### Section 3. Powers, Preferences and Special Rights of the Common Stock.

3A. Dividends. As and when dividends are declared or paid with respect to shares of Common Stock, whether in cash, property or securities of the Corporation, the holders of Common Stock shall be entitled to receive such dividends pro rata at the same rate per share. The rights of the holders of Common Stock to receive dividends are subject to the provisions of the Preferred Stock.

3B. Liquidation. Subject to the provisions of the Preferred Stock, the holders of the Common Stock shall be entitled to participate pro rata at the same rate per share in all distributions to the holders of Common Stock in any liquidation, dissolution or winding up of the Corporation.

3C. Voting Rights. Except as otherwise provided in this Section 3 of Article IV or as otherwise required by applicable law, holders of Common Stock shall be entitled to one vote per share on all matters to be voted on by the Corporation's stockholders.

3D. Registration of Transfer. The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of shares of Common Stock. Upon the surrender of any certificate representing shares of any class of Common Stock at such place, the Corporation shall, at the request of the registered holder of such

certificate, execute and deliver a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of such class represented by the surrendered certificate, and the Corporation forthwith shall cancel such surrendered certificate. Each such new certificate will be registered in such name and will represent such number of shares of such class as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance.

3E. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more shares of any class of Common Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement will be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

3F. Notices. All notices referred to herein shall be in writing, and shall be delivered by registered or certified mail, return receipt requested, postage prepaid, and shall be deemed to have been given when so mailed (i) to the Corporation at its principal executive offices and (ii) to any stockholder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

#### Section 4. Certain Definitions.

"Change of Control" means (a) any transaction or series of related transactions that result in any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) acquiring shares of the Corporation's capital stock that represent more than fifty percent (50%) of the total voting power of the Corporation or (b) a sale or disposition of all or substantially all of the assets of the Corporation and its subsidiaries on a consolidated basis other than to an entity with respect to which, following such sale or other disposition, at least fifty percent (50%) of the combined voting power of the then outstanding voting securities of such entity is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities (or affiliates of such individuals and entities) who were the beneficial owners, respectively, of the capital stock immediately prior to such sale or other disposition: provided that, in the case of clause (a) above, such transaction shall only constitute a Change of Control if it results in Sphere or its affiliates ceasing to have the power (whether by ownership of voting securities, contractual right or otherwise) to designate a majority of the Board of Directors of the Corporation.

"Convertible Securities" means any stock or securities (other than Options) directly or indirectly convertible into or exchangeable for Common Stock.

"Junior Securities" means with respect to Preferred Stock, any capital stock or other equity securities of the Corporation (including Common Stock), except for the Preferred Stock and

any other class or series of Preferred Stock which by its terms is senior to or *pari passu* with the Preferred Stock with respect to preference and priority on dividends, redemptions and liquidations as approved by a vote of the holders of a majority of the Preferred Stock.

"Options" means any rights, warrants or options to subscribe for or purchase Common Stock or Convertible Securities.

"Person" means an individual, a partnership, a corporation, a limited liability company, a limited liability, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Preferred Liquidation Value" of any Preferred Share as of any particular date shall be equal to \$1,000 per share. For the avoidance of doubt, no dividend paid on any Preferred Share shall constitute an offset to or credit against such Preferred Share's Preferred Liquidation Value.

"Sale of the LLC" has the meaning set forth in that certain Amended and Restated Limited Liability Company Agreement of Sphere Payments, LLC, dated as of August 25, 2017 (as the same may be amended from time to time in accordance with its terms).

"Stockholders Agreement" means that certain Amended and Restated Stockholders Agreement, dated as of April 2, 2019, by and among the Corporation and the other Persons named therein, as such agreement may be amended, amended and restated, modified or waived from time to time in accordance with its terms.

## ARTICLE V

The Corporation is to have perpetual existence.

## ARTICLE VI

The Board of Directors is expressly authorized, subject to the provisions of the Stockholders Agreement, to adopt, amend, alter, change or repeal the bylaws of the Corporation in any manner not (a) prohibited by the BCA and the Certificate of Incorporation or (b) prohibited by or in circumvention of the terms and conditions of the Stockholders Agreement.

## ARTICLE VII

### Section 1. Limitation of Liability.

1A. To the fullest extent permitted by the BCA as it now exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader exculpation rights than permitted prior thereto), no person who is or at any time has been a director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages arising from a breach of fiduciary duty owed to the Corporation or its stockholders.

1B. Any repeal or modification of Section 1A of Article VII shall not adversely affect any right or protection of a director existing hereunder with respect to any act or omission occurring at or prior to the time of such repeal or modification.

Section 2. Right to Indemnification. Each director and officer, past or present, of the Corporation, and each person who serves or may have served at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, limited liability company, trust, association or other enterprise, and their respective heirs, administrators and executors, shall be indemnified and held harmless by the Corporation in accordance with, and to the fullest extent permitted by, the provisions of the BCA as it may from time to time be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto). Such indemnification shall continue as to an indemnitee who has ceased to be a director or officer, and shall include indemnification for all expense, liability and loss (including attorneys' fees, costs and charges, and related disbursements, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA"), penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection with such indemnitee's service as a director or officer of the Corporation (whether or not the expense, liability or loss arises out of such indemnitee's official capacity as a director or officer), or service at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, limited liability company, trust, association or other enterprise, if the indemnitee acted in good faith and in a manner the indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding to which the indemnitee is a party or threatened to be made a party, had no reasonable cause to believe the indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Each employee and agent of the Corporation and each person who serves or may have served at the request of the Corporation as an employee or agent of another corporation, or as an employee or agent of any partnership, joint venture, limited liability company, trust, association or other enterprise may, in the discretion of the Board of Directors of the Corporation, be indemnified by the Corporation to the same extent as provided herein with respect to directors and officers of the Corporation. The provisions of this Section 2 of Article VII shall apply to *any* member of any committee appointed by the Board of Directors of the Corporation as fully as though such person shall have been an officer or director of the Corporation. The right to indemnification conferred in this Section 2 of Article VII shall be a contract right and shall include the obligation of the Corporation to pay the expenses incurred in defending any such proceeding in advance of its final disposition (an "advance of expenses"); provided, however, that an advance of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 2 of Article VII or otherwise.

Section 3. Procedure for Indemnification. Any indemnification or advance of expenses (including attorneys' fees, costs and charges) under Section 2 of this Article VII shall be made promptly, and in any event within forty-five days (or, in the case of an advance of expenses, twenty days, provided that the undertaking contemplated by Section 2 of this Article VII has been delivered to the Corporation), upon the written request of the indemnitee. If a determination by the Corporation that the indemnitee is entitled to indemnification pursuant to this Article VII is required, and the Corporation fails to respond within sixty days to a written request for indemnification, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advance of expenses, in whole or in part, or if payment in full pursuant to such request is not made within forty-five days (or, in the case of an advance of expenses, twenty days, provided that the undertaking contemplated by Section 2 of this Article VII has been delivered to the Corporation), the right to indemnification or advances as granted by this Article VII shall be enforceable by the indemnitee in the Florida Courts (as defined in Section 10 of this Article VII). Such indemnitee's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any action by an indemnitee for indemnification or the advance of expenses (other than an action brought to enforce a claim for the advance of expenses where the undertaking required pursuant to Section 2 of this Article VII, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the BCA for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because such person has met the applicable standard of conduct set forth in the BCA, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall create a presumption that the claimant has not met the applicable standard of conduct. The procedure for indemnification of employees and other agents for whom indemnification and advancement of expenses is provided pursuant to Section 2 of this Article VII shall be the same procedure set forth in this Section 3 of this Article VII for directors and officers, unless otherwise set forth in the action of the Board of Directors of the Corporation providing indemnification and advancement of expenses for such employee or agent.

Section 4. Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was or has agreed to become a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, association or other enterprise against any expense, liability or loss asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such expenses, liability or loss under the BCA.

Section 5. Service for Subsidiaries. Any person serving, or who has served, as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, association or other enterprise or entity, at least 50% of whose equity interests or assets are owned, directly or indirectly, by the Corporation (a "subsidiary" for

this Article VII) shall be conclusively presumed to be, or to have been, serving in such capacity at the request of the Corporation.

Section 6. Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the Corporation or who, while a director or officer of the Corporation, become or remain a director or officer of a subsidiary, shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this Article VII in entering into or continuing such service. The rights to indemnification and to the advance of expenses conferred in this Article VII shall apply to claims made against an indemnitee arising out of acts or omissions which occurred or occur both prior and subsequent to the adoption hereof.

Section 7. Other Rights; Continuation of Right to Indemnification. The provisions of this Article VII shall be in addition to and not in limitation of any other rights, indemnities, or limitations of liability to which any director or officer may now or in the future be entitled, as a matter of law or under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise. All rights to indemnification under this Article VII shall be deemed to be a contract between the Corporation and each person entitled to indemnification under Section 2 of this Article VII at any time while this Article VII is in effect. Any repeal or modification of this Article VII or any repeal or modification of relevant provisions of the BCA or any other applicable laws shall not in any way diminish any rights to indemnification and advancement of expenses of such person entitled to indemnification under Section 2 of this Article VII or the obligations of the Corporation arising hereunder with respect to any actual or threatened action, suit or proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such repeal or modification.

Section 8. Exception to Right of Indemnification and/or Advancement of Expenses. Notwithstanding any other provisions of this Article VII and except as may otherwise be agreed by the Corporation, no person shall be entitled to indemnification or advancement of expenses by the Corporation with respect to (i) any losses or other amounts for which such person is required to indemnify the Corporation or its affiliates pursuant to the terms of any agreement (including any acquisition agreement) to which such person is a party or by which such person is otherwise bound or (ii) any action, suit or proceeding brought by such person (other than an action, suit or proceeding brought by such person (a) by way of defense or counterclaim, (b) to enforce such person's rights under these Articles of Incorporation or under the Corporation's bylaws, or (c) to enforce any other rights of such person to indemnification or advancement of expenses by the Corporation under any contract or under statute or applicable law, including any rights under Section 607.0850 of the BCA), unless the bringing of such action, suit or proceeding shall have been approved by the Board of Directors of the Corporation.

Section 9. Savings Clause. If this Article VII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and advance expenses to each person entitled to indemnification under Section 2 of this Article VII as to all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, ERISA excise taxes and penalties, penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person and for which indemnification or advancement of expenses is available to such person pursuant to this

Article VII to the fullest extent permitted by any applicable portion of this Article VII that shall not have been invalidated and to the fullest extent permitted by applicable law.

Section 10. Jurisdiction. The state courts of competent jurisdiction in the State of Florida (the "Florida Courts") shall have exclusive jurisdiction to hear and determine all actions for indemnification or advancement of expenses brought with respect to this Article VII, and the Florida Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees) under this Article VII.

## ARTICLE VIII

Section 1. Certain Acknowledgements. In recognition and anticipation that: (i) the partners, principals, directors, officers, members, managers and/or employees of Sphere Payments, LLC, its subsidiaries (other than the Corporation and any entity that is controlled by the Corporation) or Waud Capital Partners, L.L.C. (collectively, "Sphere"). may serve as directors and/or officers of the Corporation, (ii) Sphere and Affiliated Companies thereof engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, (iii) except as provided in any other written agreement with the Corporation or Sphere, directors of the Corporation may engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage and (iv) the Corporation and its subsidiaries may engage in material business transactions with Sphere and Affiliated Companies thereof and that the Corporation is expected to benefit therefrom, the provisions of this Article VIII are set forth to regulate and define the conduct of certain affairs of the Corporation as they may involve Sphere or Affiliated Companies and their respective principals, partners, directors, officers, members, managers, employees and/or agents, and the powers, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith. In furtherance of the foregoing, the Corporation renounces any interest or expectancy in, or in being offered the opportunity to participate in, any corporate opportunity not allocated to it pursuant to this Article VIII to the fullest extent permitted by the BCA.

Section 2. Competition and Corporate Opportunities. To the fullest extent permitted by law, none of Sphere nor any of its Affiliated Companies, including directors and officers of the Corporation designated thereby, shall have any duty (contractual or otherwise) to refrain from (i) engaging directly or indirectly in the same or similar business activities or lines of business as the Corporation or any of its subsidiaries, (ii) doing business with any client, customer, supplier or other business relation of the Corporation or any of its subsidiaries, or (iii) making investments in any business that competes with the Corporation or any of its subsidiaries, and such acts shall not be deemed wrongful or improper. To the fullest extent permitted by law, in the event that Sphere or any of its Affiliated Companies acquires knowledge of a potential transaction or matter which may be a corporate opportunity for themselves and the Corporation or any of its subsidiaries, neither the Corporation nor any of its subsidiaries shall have any expectancy in such corporate opportunity, and neither Sphere nor any of its Affiliated Companies shall have any duty (contractual or otherwise) to communicate or offer such corporate opportunity to the Corporation

or any of its subsidiaries and may pursue or acquire such corporate opportunity for themselves or direct such corporate opportunity to another person.

Section 3. Allocation of Corporate Opportunities. Except as provided in any other written agreement with the Corporation or Sphere, in the event that a director of the Corporation acquires knowledge of a potential transaction or matter which may be a corporate opportunity for the Corporation or any of its subsidiaries and such director, neither the Corporation nor any of its subsidiaries shall have any expectancy in such corporate opportunity and such director of the Corporation shall not have any duty to communicate or offer such corporate opportunity to the Corporation or any of its subsidiaries and may pursue or acquire such corporate opportunity for itself or direct such corporate opportunity to another person, unless such corporate opportunity is expressly offered to such director solely in his or her capacity as a director of the Corporation.

Section 4. Certain Matters Deemed Not Corporate Opportunities. In addition to and notwithstanding the foregoing provisions of this Article VIII, a corporate opportunity shall not be deemed to belong to the Corporation if it is a business opportunity that the Corporation is not permitted to undertake under the terms of Article VIII or that the Corporation is not financially able or contractually permitted or legally able to undertake, or that is, from its nature, not in the line of the Corporation's or any of its subsidiaries' business or is of no practical advantage to it or any of its subsidiaries or is one in which the Corporation nor any of its subsidiaries has no interest or reasonable expectancy.

Section 5. Agreements and Transactions with Sphere. To the fullest extent permitted by law, in the event that either of Sphere or any of its Affiliated Companies enters into an agreement or transaction with the Corporation or any of its subsidiaries, a director or officer of the Corporation who is also a partner, principal, director, officer, member, manager, employee and/or agent of Sphere or any of its Affiliated Companies shall have fully satisfied and fulfilled the fiduciary duty of such director or officer to the Corporation and its stockholders with respect to such agreement or transaction, if:

(i) The agreement or transaction was approved, after being made aware of the material facts of the relationship between each of the Corporation or subsidiary thereof and Sphere or any Affiliated Company thereof and the material terms and facts of the agreement or transaction, by (i) an affirmative vote of a majority of the members of the Board of Directors of the Corporation who are not persons or entities with a material financial interest in the agreement or transaction ("Interested Persons"), or (ii) an affirmative vote of a majority of the members of a committee of the Board of Directors of the Corporation consisting of members who are not Interested Persons (in either case irrespective of whether the non-Interested Persons constitute a quorum of the Board of Directors of the Corporation or such committee);

(ii) The agreement or transaction was fair as to the Corporation as of the time the agreement or transaction was entered into by the Corporation; or

(iii) The agreement or transaction was approved in good faith, after being made aware of the material facts of the relationship between each of the Corporation or subsidiary thereof and Sphere or any Affiliated Company thereof and the material terms and facts of the

agreement or transaction, by an affirmative vote of a majority of the shares of the Corporation's Common Stock entitled to vote.

Section 6. Certain Definitions. For purposes of this Article VIII, "Affiliated Company" shall mean any entity which is directly or indirectly controlled by Sphere or any affiliated investment fund (other than the Corporation and any entity that is controlled by the Corporation).

Section 7. Amendment of this Article. Any amendment, repeal or modification of this Article VIII shall not in any way diminish the rights or protections afforded by this Article VIII with respect to or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, repeal or modification.

Section 8. Other Agreements. Nothing in this Article VIII shall be construed to abrogate, terminate, override, limit or modify any agreement between Sphere or any Affiliated Company thereof and the Corporation or any of the Corporation's subsidiaries with respect to the subject matter of this Article VIII.

Section 9. Deemed Notice. Any person or entity purchasing or otherwise acquiring any interest in any shares of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article VIII.

## ARTICLE IX

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in any manner not (a) prohibited by the BCA and these Articles of Incorporation or (b) prohibited by or in circumvention of the terms and conditions of the Stockholders Agreement, in the manner now or hereafter prescribed herein and by the laws of the State of Florida, and all rights conferred upon stockholders herein are granted subject to this reservation.

## ARTICLE X

The Corporation expressly elects not to be governed by Section 607.0901 of the BCA.

## ARTICLE XI

The Florida Courts shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the BCA or these Articles of Incorporation (including any action for indemnification or advancement of expenses brought with respect to Article VII) or the Corporation's bylaws or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine, except, as to each of (i) through (iv), for any claim for which the Florida courts determine there is an indispensable party not subject to its jurisdiction (and such party does not consent to such jurisdiction within ten days of such determination).

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Having been named as registered agent to accept service of process for Qgiv, Inc., a Florida corporation (the "Corporation"), at the place designated in those certain Amended and Restated Articles of Incorporation of the Corporation, effective as of the date hereof, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

By: 

Name: Stephen Todd Baylis

Date: 4/2/19