

PD5000033320

(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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☐ MAIL

(Business Entity Name)

(Document Number)

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SEP 1 2021



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 27, 2020

CT CORP

SUBJECT: QGIV, INC.
Ref. Number: P05000033320

We have received your document for QGIV, INC. and the authorization to debit your account in the amount of \$. However, the document has not been filed and is being returned for the following:

Please accept our apology for failing to mention this in our previous letter.

Please include the exhibit(s) referred to in your document.

Our records shows only one (1) amended ad restated articles being filed for this corporation; please correct your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Claretha Golden
Regulatory Specialist II

Letter Number: 520A00016418

CT CORP

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

Date: 8/17/2020

Acc#I20160000072

en: c DW

Name:	QGIV, INC.
Document #:	
Order #:	13168960

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

Thank you!



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 18, 2020

CT CORP
WALK IN
TALLAHASSEE, FL

SUBJECT: QGIV, INC.
Ref. Number: P05000033320

CORRECTED
Please Allow For
Same File Date

We have received your document for QGIV, INC. and the authorization to debit your account in the amount of \$43.75. However, the document has not been filed and is being returned for the following:

The registered agent must sign accepting the designation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White
Regulatory Specialist II Supervisor

Letter Number: 620A00015691

RECEIVED
2020 AUG 26 PM 1:11
DIVISION OF CORPORATIONS
TALLAHASSEE, FL



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 27, 2020

CT CORP

SUBJECT: QGIV, INC.
Ref. Number: P05000033320

CORRECTED
Please Allow For
Same File Date

We have received your document for QGIV, INC. and the authorization to debit your account in the amount of \$. However, the document has not been filed and is being returned for the following:

Please accept our apology for failing to mention this in our previous letter.

Please include the exhibit(s) referred to in your document.

Our records shows only one (1) amended ad restated articles being filed for this corporation; please correct your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Claretha Golden
Regulatory Specialist II

Letter Number: 520A00016418

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

Date: 8/17/2020

Acc#120160000072

mic DW

Name:	QGIV, INC.
Document #:	
Order #:	13168960

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

Thank you!

**CERTIFICATE OF
SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
QGIV, INC.,
*a Florida corporation***

2020 17 10:53

Qgiv, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the Business Corporation Act of the State of Florida (the "BCA"), hereby certifies as follows:

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

SECOND: The Corporation's original Articles of Incorporation were filed with the Department of State of the State of Florida on March 3, 2005, under the name Cipher Payment Systems, Inc., and were amended on each of May 22, 2007, August 24, 2010 and April 2, 2019.

THIRD: These Second Amended and Restated Articles of Incorporation were duly adopted by unanimous written consent of the Board of Directors of the Corporation on July 15, 2020 in accordance with the provisions of Sections 607.1007 of the BCA and were approved by written consent of the stockholders of the Corporation on August 12, 2020 in accordance with the provisions of Section 607.1003 of the BCA, which stockholder consent is sufficient for such approval.

FOURTH: These Second 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 Second 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 12th day of August, 2020.

QGIV, INC.,

a Florida corporation

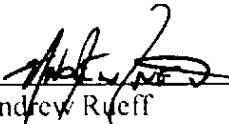
By: 
Name: Andrew Rueff
Title: Executive Chairman

EXHIBIT A
SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
QGIV, INC.

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 c/o C T Corporation System, 1200 South Pine Island Road, Plantation, FL 33324. The name of its registered agent at such address is C T Corporation System.

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 is:

1A. unlimited shares of Preferred Stock, par value \$0.01 per share (the "Preferred Stock," the issued and outstanding shares of which shall be referred to herein as "Preferred Shares" and the holders of which shall be referred to herein as the "Preferred Shareholders"); and

1B. 1,000,000 shares of Common Stock, par value \$0.01 per share (the "Common Stock," the issued and outstanding shares of which shall be referred to herein as "Common Shares" and the holders of which shall be referred to herein as the "Common Shareholders"), and the Corporation is specifically authorized to issue fractional shares of Common Stock.

The Preferred Shares and the Common Shares (collectively, the "Capital 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 Capital Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation (the "Board") 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 Capital 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. **Dividends.** The Board shall have sole discretion regarding the amount and timing of Dividends to the stockholders of the Corporation. In making such determinations, the Board shall take into consideration the payment of indebtedness of the Corporation and establishing reasonable reserves for contingent liabilities and obligations of the Corporation. All Dividends (including Dividends made (x) following a liquidation, dissolution or winding up of the Corporation or (y) in connection with any Change of Control or Sale of the LLC shall (unless otherwise determined by the holders of a majority of the outstanding Preferred Stock)) shall be made in the following order of priority (for purposes of applying the following priorities, Dividends made from time to time under this Section 2 of Article IV shall be given cumulative effect):

- 2A. first, 100% to the Preferred Shareholders, ratably among such Preferred Shareholders in proportion to the aggregate Unpaid Preferred Yield (as of immediately prior to such Dividend) with respect to the Preferred Shares then held by each such Preferred Shareholder, until the Unpaid Preferred Yield in respect of all outstanding Preferred Shares is equal to zero;
- 2B. second, 100% to the Preferred Shareholders, ratably among such Preferred Shareholders in proportion to the aggregate Unreturned Preferred Capital Amount (as of immediately prior to such Dividend) with respect to the Preferred Shares then held by each such Preferred Shareholder until the Unpaid Preferred Capital Amount in respect of all outstanding Preferred Shares is equal to zero;
- 2C. third, 100% to the Common Shareholders, ratably among such Common Shareholders in proportion to the aggregate Unreturned Common Capital Amount (as of immediately prior to such Dividend) with respect to the Common Shares then held by each such Common Shareholder until the Unreturned Common Capital Amount in respect of all outstanding Common Shares is equal to zero; and

- 2D. fourth, any remaining amounts as follows: (i) the Participating Incentive Share Amount with respect to each Participating Incentive Share to the holders of such Participating Incentive Shares (ratably among such Incentive Shareholders based on the number of Participating Incentive Shares held by such Incentive Shareholder immediately prior to such Dividend) and (ii) 100% less the aggregate amount distributed pursuant to clause (i) to the Preferred Shareholders and the holders of Participating Common Shares (ratably among such Preferred Shareholders and holders of Participating Common Shares based on the number of Preferred Shares and Participating Common Shares, respectively, held by each such Preferred Shareholder or holder of Participating Common Shares immediately prior to such Dividend).

Notwithstanding anything in these Articles of Incorporation, the Stockholders Agreement or any other agreement to the contrary, in no event shall the amount distributed to the holders of the Incentive Shares pursuant to clause (i) of Section 2D of Article IV exceed an amount equal to 8% of the aggregate amount of any Dividend made pursuant to Section 2D of Article IV.

For the avoidance of doubt, if the amount to be distributed pursuant to this Section 2 of Article IV with respect to any particular Dividend would cause the Participation Threshold of any outstanding Incentive Share (determined immediately prior to such Dividend) to be reduced to zero or would cause a previously unsatisfied performance objective with respect to an Incentive Share to be satisfied, then such Incentive Share shall constitute a Participating Incentive Share for purposes of Section 2D of Article IV only after a portion of the amount to be distributed in such Dividend equal to the remaining amount of such Incentive Share's Participation Threshold has first been distributed to the Incentive Shareholders that have lesser Participation Thresholds (determined immediately prior to such Dividend) or after such performance objective has been achieved.

Notwithstanding the foregoing, the portion of any Dividend that would otherwise be made in respect of any unvested Incentive Shares (or portion thereof) that is subject to vesting shall be recorded as an "Unvested Distribution Amount" in the Corporation's books and records at the time of such Dividend, and in connection with any subsequent Dividend, the Unvested Distribution Amount in respect of any such Incentive Share (or portion thereof) that vested following such prior Dividend shall be distributed by the Corporation to the Incentive Shareholders in accordance with Section 2D of Article IV before the Corporation makes any Dividends prescribed by this Section 2 of Article IV. If any such unvested Incentive Share (or portion thereof) fails to become vested or is forfeited to or acquired by the Corporation pursuant to the applicable Award Agreement or other grant agreement, these Articles of Incorporation or any other applicable agreement, then the corresponding liability on the books and records of the Corporation shall be eliminated.

Section 3. **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:

- 3A. Dividends.

(i) General Obligation. When and as declared by the Board and to the extent permitted under the BCA, the Corporation shall pay Dividends to the Preferred Shareholders as provided in Section 2 of Article IV. 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) 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.

(iii) 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), including in connection with any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary) pursuant to Section 2 of Article IV, the Corporation shall also declare and pay to the Preferred Shareholders at the same time that it declares and pays such Dividends to the Common Shareholders, such Preferred Shareholders' pro rata share of such Dividend on an as if converted one-to-one basis with the Common Shareholders as a single class in the distribution of assets of the Corporation with respect to the Common Stock (a "Participating Preferred Dividend") pursuant to Section 2D of Article IV. 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.

3B. Liquidation.

(i) Notice. Not less than 10 days prior to the payment date of a Dividend pursuant to Section 2 of Article IV in connection with a liquidation, dissolution or winding up of the Corporation, the Corporation shall deliver written notice of any such liquidation, dissolution or winding up to each record Preferred Shareholder, 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. 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 Preferred Shareholders pursuant to Section 2 of Article IV 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 Preferred Shareholders shall be given the same option.

3C. 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 or pursuant to an Award Agreement duly approved by the Board, 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.

3D. Voting Rights. The Preferred Shareholders 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 Preferred Shareholders shall be entitled to vote as a separate class under the BCA, the Preferred Shareholders shall be entitled to vote on all matters (including the election of directors) submitted to the stockholders for a vote together with the Common Shareholders 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).

3E. 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 entitled to participate in Dividends (or any portion thereof) pro rata with Preferred Shareholders after the amounts of the Unpaid Preferred Yield and Unreturned Preferred Capital Amount with respect to each such Preferred Shareholder's Preferred Shares have been reduced to zero (the "Preferred Purchase Rights"), then each Preferred Shareholder 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 Common Shareholders are to be determined for the grant, issue or sale of such Preferred Purchase Rights; provided that the Preferred Purchase Rights shall not apply in respect of the issuance of any Incentive Shares pursuant to an Award Agreement.

3F. 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.

3G. 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.

3H. Amendment and Waiver. No amendment, modification, alteration, repeal or waiver of any provision of this Section 3 of Article IV 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.

3I. 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 4. Powers, Preferences and Special Rights of the Common Stock.

4A. Dividends. As and when Dividends are declared or paid with respect to Common Shares, whether in cash, property or securities of the Corporation, the Common Shareholders shall be entitled to receive such Dividends in the amounts and subject to the order of priority set forth in Section 2 of Article IV. The rights of the Common Shareholders to receive Dividends are subject to the provisions of the Preferred Stock.

4B. Voting Rights. Except as otherwise provided in this Section 4 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.

4C. 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.

4D. 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.

4E. 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 5. Certain Definitions.

"Award Agreement" means any agreement pursuant to which the Corporation issues Incentive Shares.

"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.

"Common Share Capital Amount" of any Common Share shall be the amount set forth in the applicable Award Agreement or other grant agreement pursuant to which such Common Share is issued, as proportionally adjusted for all stock splits, stock Dividends and other recapitalizations affecting such Common Share.

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

"Dividends" means each distribution made by the Corporation to the holders of Capital Stock, whether in cash, property or securities of the Corporation and whether by Dividend, liquidating distribution or otherwise; provided that any subdivision (by stock split, stock Dividend or otherwise) or any combination (by reverse stock split or otherwise) of any outstanding shares of Capital Stock shall not be considered a Dividend.

"Incentive Shareholders" means the holders of Incentive Shares.

"Incentive Shares" means Common Shares issued pursuant to an Award Agreement that are subject to the terms and conditions set forth in the Qgiv, Inc. 2020 Equity Incentive Plan (as amended from time to time).

"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.

"Participating Common Share" means, with respect to any Dividend pursuant to Section 2D of Article IV, (i) each Common Share that is not an Incentive Share.

"Participating Incentive Share" means a vested Incentive Share, the Participation Threshold (as defined in the applicable Award Agreement) of which has been reduced to zero (taking into account, if applicable, any adjustments made pursuant to Section 4 of Article IV).

"Participating Incentive Share Amount" of any Participating Incentive Share shall equal the product of (i) the amount that is equal to 8.0% of any Dividend made pursuant to Section 2D of Article IV and (ii) a fraction, the numerator of which is one, and the denominator of which is the aggregate amount of all authorized Incentive Shares from time to time (whether or not the full amount of such Incentive Shares have been issued).

"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 Yield" means, with respect to each Preferred Share, an amount accruing on such Preferred Share on a daily basis 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), at a rate of 8% per annum, compounded on the last day of each calendar quarter, on (i) the Unreturned Preferred Capital Amount plus (ii) the Unpaid Preferred Yield thereon for all prior quarterly periods. In calculating the amount of any Dividend to be made during a period, the portion of the Preferred Yield accrued with respect to such Preferred Share for the portion of the quarterly period elapsing before such Dividend is made shall be taken into account in determining the amount of such Dividend.

"Preferred Share Capital Amount" of any Preferred Share shall equal \$1,000, as proportionally adjusted for all stock splits, stock Dividends and other recapitalizations affecting such Preferred Share.

"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.

"Unpaid Preferred Yield" of any Preferred Share means an amount equal to the excess, if any, of the (i) the aggregate Preferred Yield on such Preferred Share, less (ii) the aggregate amount of Dividends made by the Corporation pursuant to Section 2A of Article IV with respect to such Preferred Share.

"Unreturned Common Capital Amount" of any Common Share means an amount equal to the excess, if any, of (a) the Common Share Capital Amount of such Common Share, less (ii) the aggregate amount of Dividends made by the Corporation pursuant to Section 2C of Article IV with respect to such Common Share.

"Unreturned Preferred Capital Amount" of any Preferred Share means an amount equal to the excess, if any, of the (a) the Preferred Share Capital Amount of such Preferred Share, less (ii) the aggregate amount of Dividends made by the Corporation pursuant to Section 2B of Article IV with respect to such Preferred Share.

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, 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 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 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.

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 VII 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:

5A. 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 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 consisting of members

who are not Interested Persons (in either case irrespective of whether the non-Interested Persons constitute a quorum of the Board or such committee);

5B. 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

5C. 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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QGIV, INC.
207 Bartow Road
Lakeland, FL 33801

August 12, 2020

Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Re: Consent to Use of Registered Agent

Dear Sir or Madam:

Please note that the name and Florida street address of the registered agent of QGiv, Inc., a Florida corporation, have changed to the following:

Stephen Todd Baylis
207 Bartow Road
Lakeland, FL 33801

I, the undersigned, Stephen Todd Baylis, hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

Please let us know if you have any questions or if you require anything further in connection with this registered agent appointment.

Sincerely,



Stephen Todd Baylis, Registered Agent